

REGULAR COUNCIL MEETING
Tuesday, June 5, 2018
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

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

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE MAY 15, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MAY 25, 2018
4. CONSIDERATION OF MINUTES OF THE MAY 15, 2018 EXECUTIVE SESSION – PERSONNEL

Public Safety



Sustainability
of Assets & Services

5. CONSIDERATION OF MINUTES OF THE MAY 29, 2018 EXECUTIVE SESSION – PERSONNEL
6. CONSIDERATION OF BILLS AND CLAIMS
7. BRIGHT SPOTS IN OUR COMMUNITY – 20TH ANNIVERSARY OF THE COLLEGE NATIONAL FINALS RODEO
8. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish June 19, 2018, as the Public Hearing Date for Consideration of:
 - a. Review of Eight Ordinances Adopting the Various 2018 Editions of the **International Building Codes**.
 - b. Adoption of the **Fiscal Year 2018 Budget Amendment**.
 - c. Adoption of the **Fiscal Year 2018-2019 Budget**.
 - d. Transfer of Ownership for **Retail Liquor License No. 7**, Owned by Love Holdings LLC, d/b/a C85 @ The Branding Iron, Located at 129 West 2nd Street to One Two Nine Hospitality, LLC d/b/a **C85 @ The Branding Iron**, Located at 129 West 2nd Street.

9. PUBLIC HEARING

A. Ordinance

1. **Wireless Communication Ordinance Amendments.**

10. THIRD READING ORDINANCES

A. **Mobile Vendor Parking Permit.**

1. Rob Caputa
2. Shawn Houck

B. **Amending Casper Municipal Code Section 1.28.010E – General Penalty - for a Violation of City Code Section 5.08.370 (Minors-Possession of Alcohol or Public Intoxication).**

1. Keith Rolland



11. RESOLUTIONS

A. Consent

1. Authorizing a **Collective Bargaining Agreement** for 2018-2020 between the City of Casper and the **Fire Fighters Local Union 904, I.A.F.F., AFL-CIO**.
2. Approving a Contract for Professional Services with **Nelson/Nygaard Consulting Associates, Inc.**, for the **Long Range Transportation Plan**, in an Amount not to Exceed \$318,249.
3. **Wyoming Smart Capital Network Amendment.**
4. Establishing **Fees for the Metropolitan Animal Control Facility** and Rescinding Resolution No. 13-236.
5. Authorizing an **Amendment to the Lease Agreement** with the **State of Wyoming Department of Administration and Information, Construction Management** for Property Located in the Downtown Area to be Used as a Parking Lot.
6. Authorizing an Agreement with **CUES, Inc.**, in the Amount of \$21,390.00, for the **CCTV Push Camera System Project**.
7. Authorizing an Agreement with **Mountain West Telephone**, in the Amount of \$26,798.50, for the **Fiber Communication Line Installation for Casper Fire-EMS Station #5**.
8. Authorizing a General Service Contract with **Rocky Mountain Power**, in the Amount of \$29,868.00, for the **Baler Building Expansion and Materials Recovery Facility Electrical Service Upgrade**.
9. Authorizing an Underground Right of Way Easement with **Rocky Mountain Power** for the **Baler Building Expansion and Materials Recovery Facility Electrical Service Upgrade**.
10. Authorizing a Contract for **Outside-City Water Service** with the **Church of the Holy Family**.
11. Authorizing an Agreement with **HiTek Communications**, in an Amount not to Exceed \$90,455, for the **Purchase and Installation of Video Surveillance Cameras**.
12. Approving the Adoption of the **Americans with Disabilities Act Grievance Policy**, in Compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

11. RESOLUTIONS (continued)

A. Consent

13. Authorizing the **Release of Local Assessment District Liens** on the Properties Listed on the Exhibit Dated May 10, 2018.

12. MINUTE ACTION

A. Consent

1. Authorizing the Discharge of \$9,010.92 **Uncollectible Accounts Receivable Balances**, Aged between the Date of January 1, 2013 and March 31, 2013.
2. Authorizing the Purchase of **Three (3) New Mid-Size Police Utility Vehicles**, from **Fremont Motor Company**, Lander, Wyoming, in the Total Amount of \$110,785.38, Before the Trade-in Allowance, for Use by the Casper Police Department.
3. Rejecting the **Bid from Western States Fire Protection** for the **LifeSteps Campus Building “F” Fire Suppression and Campus Fire Alarm System Replacement Project**.
4. Authorizing the Inclusion of **Fiscal Year 2018-2019 Summary Proposed Budget** into the Minutes of the June 5, 2018, Regular Council Meeting.

13. COMMUNICATIONS

A. From Persons Present

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

15. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, June 19, 2018– Council Chambers

6:00 p.m. Tuesday, July 3, 2018 – Council Chambers

Work sessions

4:30 p.m. Tuesday, June 12, 2018 – Council Meeting Room

4:30 p.m. Tuesday, June 26, 2018– Council Meeting Room

ZONING CLASSIFICATIONS

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



COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
May 15, 2018

Casper City Council met in regular session at 6:03 p.m., Tuesday, May 15, 2018. Present: Councilmembers Hopkins, Huber, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco. Mayor Pacheco began the meeting with a moment of silence to honor victims of cancer.

Mayor Pacheco led the audience in the Pledge of Allegiance.

Moved by Councilmember Hopkins, seconded by Councilmember Morgan, to, by minute action, approve the minutes of the May 1, 2018, regular Council meeting, as published in the Casper-Star Tribune on May 8, 2018. Motion passed.

Moved by Councilmember Humphrey, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the May 1, 2018, executive session. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the May 8, 2018, special Council meeting, as published in the Casper-Star Tribune on May 15, 2018 with a correction being made that Councilmember Huber was present rather than Councilmember Huckabay. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Powell, to, by minute action, approve payment of the May 15, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims
05/15/18

A-1	Services	\$390.00
AArriaga	Refund	\$8.99
AMBI	Services	\$725.33
Ameritech	Services	\$3,890.88
AndrnHunt	Services	\$236,056.25
AndrnHunt	Services	\$2,043.75
ASickler	Refund	\$26.85
AStoddard	Refund	\$25.35
Balefill	Services	\$112,025.94
BankOfAmerica	Goods	\$265,072.72
BHolland	Refund	\$3,692.00
BHuff	Reimb	\$62.73
Brenntag	Goods	\$28,376.73
BureauofReclamation	Funding	\$315.63
Carefrontations	Speaker	\$2,159.00

Carus	Goods	\$7,560.00
CasperPubUtilities	Services	\$128.15
Centurylink	Services	\$19,364.58
CHarden	Refund	\$15.07
CIGNA	Services	\$11,489.93
CityofCasper	Services	\$23,512.81
CivilEngineeringProfessionals	Projects	\$3,100.00
CJohnston	Services	\$200.00
CMITeco	Goods	\$305,958.00
CollectionCenter	Services	\$611.71
CommTech	Goods	\$2,078.99
CommunityActionPartnership	Funding	\$69,734.30
CowdinCleaning	Services	\$884.00
CRPfiefer	Refund	\$28.24
CRuegsegger	Services	\$200.00
CSmith	Refund	\$200.00
DaveLodenConstruction	Projects	\$685.00
Dell	Goods	\$1,381.88
DHartPatrolSvc	Services	\$149,881.72
DHartPatrolSvc	Services	\$16,653.53
DooleyOil	Fuel	\$37,275.30
DvdsnFxdMgmt	Services	\$3,836.01
EdgeEngineering	Services	\$200.00
EnvironmentalCivilSolutions	Services	\$2,722.63
FirstData	Services	\$5,603.21
FirstInterstateBank	Services	\$379.41
Gametime	Goods	\$2,380.15
GlobalSpect	Funding	\$82,909.91
GMarshInc	Services	\$8,000.33
GWilliamsInvst	Services	\$600.00
HDR Engineering	Projects	\$3,637.53
HighPlainsConstruction	Goods	\$211,534.15
Homax	Goods	\$9,238.75
HultConst	Services	\$250.00
InbergMillerEngineers	Services	\$1,717.50
JStowers	Reimb	\$75.00
JTLGroup	Services	\$1,696.98
KDHam	Refund	\$36.17
KimleyHorn	Services	\$24,813.61
KPetley	Services	\$200.00
LFarley	Speaker	\$700.00
LongBuildingTech	Services	\$4,054.60
McMurryReadyMix	Goods	\$246.75

MTAssocofHealth	Services	\$2,259.40
Nalco	Supp	\$15,222.96
NCHallofJustice	Services	\$45,808.19
NCHealth Dept	Funding	\$45,000.00
NolandFd	Refund	\$162.92
Pepsi	Goods	\$188.44
PieceACake	Goods	\$85.00
Pntwrks	Services	\$276.88
PostalPros	Services	\$5,402.05
PvrtyRestncFoodPntry	Funding	\$29.07
Raftelis	Services	\$21,879.00
RAsbell	Refund	\$78.95
RCianni	Refund	\$45.35
RegionalWater	Services	\$275,214.17
RenewableEarthMaterials	Goods	\$1,940.00
Ricoh	Services	\$438.94
RJFramstad	Speaker	\$2,506.50
RockyMtnPower	Services	\$122,201.60
RodBarstadsPnt	Services	\$7,782.91
RStauch	Reimb	\$100.00
RTweedy	Services	\$200.00
SNunn	Reimb	\$219.85
StateofWYFirePrevention	Services	\$100.00
SWL	Services	\$2,330.00
SWright	Refund	\$35.20
TedderValve	Supplies	\$388.76
Terracon	Goods	\$9,926.90
TestAmLab	Services	\$4,158.00
TrihydroCorp	Projects	\$23,819.52
TurntecMfg	Supp	\$747.00
UrgentCare	Services	\$753.00
Wamco	Tests	\$1,380.00
WardwellWater&Sewer	Services	\$14.30
Warner&AssocConst	Refund	\$49.80
WERCSCommunications	Services	\$1,003.55
WyConferenceMuniCourts	Services	\$275.00
WyDeptEmployment	Services	\$14,790.72
		\$2,277,461.98

Mayor Pacheco read a proclamation honoring infrastructure week and presented it to Councilmember Morgan. Councilmember Morgan addressed the need for the community to focus on our local infrastructure.

Moved by Councilmember Walsh, seconded by Councilmember Morgan, to, by minute action: establish June 5, 2018, as the public hearing date for the consideration of wireless communication ordinance amendments. Motion passed.

Following ordinance read:

ORDINANCE NO. 5-18
AN ORDINANCE REPEALING CASPER MUNICIPAL CODE
CHAPTER 2.60 PERTAINING TO THE PUBLIC SERVICE
CODE OF ETHICS.

Councilmember Laird presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Johnson. Council briefly discussed the ordinance. Motion passed.

Following ordinance read:

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

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

The following citizens addressed Council; Ticker Lock, 1009 N. Jefferson, requesting free enterprise; Shawn Houck, 602 S. Park, requesting lengthening the permit hours and increasing the number of permits/month; Rob Caputa, 4370 S. Poplar, requesting free enterprise; Jayme Locke, 1438 Luker, also requesting free enterprise; Jacquie Anderson, 116 ½ E. 2nd, sharing policies of other Wyoming communities regarding parking permits and requesting disallowing parking permits on Fridays or Saturdays; and Pete Owen, President of the Downtown Business Association, regarding the recent parking study and requesting restrictions on the parking permits.

Councilmembers asked questions of these citizens, which were addressed. Council discussed the matter at length. Councilmembers Morgan, Walsh, Hopkins, and Powell each provided the City Manager and City Attorney with documents to clarify their proposed amendments to this ordinance. Copies of these materials were provided to each Councilmember for reference. Councilmember Huber moved to remove this ordinance from the table, seconded by Councilmember Laird.

Moved by Councilmember Morgan to amend the mobile vendor parking permit (MVPP) to allow parking Monday-Friday from 3 p.m. to 3 a.m., Saturday-Sunday from 1 p.m. to 3 a.m., and to allow posting of signs reserving the spaces two hours in advance. Seconded by Councilmember Walsh. Council discussed the proposed amendments. Councilmember Hopkins and Johnson voted nay. Motion to amend passed.

Councilmember Walsh withdrew his intent to amend the ordinance.

Moved by Councilmember Hopkins to amend the ordinance by expanding the MVPPs City-wide and proposing restrictions and operation language similar to what is currently used in Cheyenne. Seconded by Johnson. Council discussed the amendment and Councilmember Hopkins clarified his proposal. Councilmembers Hopkins and Johnson voted aye. Motion to amend failed.

Moved by Councilmember Powell to amend the ordinance to allow the City Manager to designate a parking area which would have very few restrictions and no fees other than the annual health license. Seconded by Councilmember Walsh. Council asked Councilmember Powell questions and discussed the matter. Motion to amend passed.

Councilmember Laird moved to amend the maximum number of MVPPs to ten (10). Seconded by Councilmember Huber. Council briefly discussed the issue and Councilmember Laird mentioned an additional amendment. Mayor Pacheco asked if both amendments could be considered. City Attorney Henley and City Manager Napier spoke on the process to consider the amendments. Mayor Pacheco called for the vote on this amendment. Councilmembers Hopkins and Johnson voted nay. Motion to amend passed.

Councilmember Laird moved to require the requested MVPP parking space be directly in front of the business sponsoring the application. City Manager Napier suggested that thirty (30) feet would be a reasonable distance. Councilmember Laird indicated the distance would be acceptable. Seconded by Councilmember Walsh. Councilmembers Hopkins and Johnson voted nay. Motion to amend passed.

Council voted on the ordinance, as amended, on second reading. Councilmembers Hopkins and Johnson voted nay. Motion passed.

Following ordinance read:

ORDINANCE NO. 6-18
AN ORDINANCE AMENDING SECTION 1.28.010 E. OF THE
CASPER MUNICIPAL CODE PERTAINING TO THE
PENALTY FOR A VIOLATION OF CASPER MUNICIPAL
CODE 5.08.370 (MINORS- POSSESSION OF ALCOHOL OR
PUBLIC INTOXICATION).

Councilmember Huber presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Morgan.

Councilmembers made statements and discussed the ordinance. Moved by Councilmember Johnson to amend the ordinance to define minors as seventeen (17) and younger. Seconded by Councilmember Laird. Councilmembers Humphrey, Johnson, and Powell voted aye. Motion to amend failed.

Moved by Councilmember Laird to limit the punishment of a first offense to a fine, seconded by Councilmember Humphrey. Council discussed the matter at length. Councilmember Humphrey left the meeting. Councilmember Laird withdrew his amendment.

A vote on the motion, as read on second reading, resulted in Councilmembers Johnson and Laird voting nay. Motion passed.

Following resolution read:

RESOLUTION NO. 18-103

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ANDREEN HUNT CONSTRUCTION, INC., FOR THE ROTARY PARK PATHWAY — PHASE II, PROJECT NO. 17-011.

Councilmember Hopkins presented the foregoing resolution for adoption. Seconded by Councilmember Powell. City Manager Napier provided a brief report. Councilmember Morgan spoke on the matter and asked City Manager Napier a question, which he addressed. Motion passed.

Following resolution read:

RESOLUTION NO. 18-107

A RESOLUTION REVOKING PRIOR AMENDMENTS TO CITY CONTRACT EMPLOYEES' EMPLOYMENT AGREEMENTS AND RESCINDING RESOLUTION NO. 15-111.

Councilmember Morgan presented the foregoing resolution for adoption. Seconded by Councilmember Walsh. City Manager Napier provided a brief report. Councilmembers had questions for City Attorney Henley, which he addressed. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-99

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH VEOLIA WATER TECHNOLOGIES CANADA INC. FOR A MECTAN VORTEX GRIT REMOVAL MECHANISM FOR USE AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

RESOLUTION NO. 18-100

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH WATER TECHNOLOGY GROUP FOR TWO FLYGHT SUBMERSIBLE PUMPS AND APPURTENANCES FOR USE AT THE BEGONIA LIFT STATION.

RESOLUTION NO. 18-101

A RESOLUTION AUTHORIZING AN AGREEMENT WITH VERIS ENVIRONMENTAL, LLC, FOR THE WASTE WATER TREATMENT PLANT DIGESTER #3 CLEANING, PROJECT NO. 18-009.

RESOLUTION NO. 18-102

A RESOLUTION AUTHORIZING A FUNDING AGREEMENT BETWEEN THE CITY OF CASPER AND THE NATRONA COUNTY CONSERVATION DISTRICT.

RESOLUTION NO. 18-104

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE 2018 BEGONIA LIFT STATION UPGRADES, PROJECT NO. 14-08.

RESOLUTION NO. 18-105

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, INC., FOR THE PLATTE RIVER TRAILS REPLACEMENTS PROJECT NO. 18-035.

RESOLUTION NO. 18-106

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER, WYOMING DEPARTMENT OF TRANSPORTATION, AND THE METROPOLITAN PLANNING ORGANIZATION FOR RESPONSIBILITIES IN ADOPTING AND REPORTING FEDERAL TRANSPORTATION PERFORMANCE TARGETS.

RESOLUTION NO. 18-108

A RESOLUTION DECLARING CERTAIN CITY-OWNED PROPERTY AS SURPLUS PROPERTY, AND AUTHORIZING SALE OF SAME TO THE HIGHEST BIDDER.

RESOLUTION NO. 18-109

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LETTER ABOUT THE VOLUNTARY RELINQUISHMENT OR TERMINATION OF MULTIPLE HEDQUIST CONSTRUCTION CONTRACTS.

RESOLUTION NO. 18-110

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LANDSCAPING, LLC, DBA 3-CORD CONSTRUCTION, FOR THE MARION KREINER SPLASH PAD, PROJECT NO. 14-70.

Councilmember Hopkins presented the foregoing ten (10) resolutions for adoption. Seconded by Councilmember Morgan. Councilmember Walsh voted nay on Resolution No. 18-105 and abstained from voting on Resolution No. 18-109. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by consent minute action, acknowledging the receipt of financial disclosure information from Councilman Huber; authorize the purchase of two (2) new (or used) trailer mounted air compressors, from Jack's Truck and Equipment, in the total amount of \$47,192, before the trade-in allowance; and authorize the purchase of one (1) new single axle truck with dump body, from Peterbilt of Wyoming, in the total amount of \$110,467, before the trade-in allowance. Motion passed.

Individuals addressing the Council were the following Natrona County Master Gardeners: Janet Owens, President; Rachel Spear, Vice-President; Russell Cowan, State Delegate; and Fawn Wallace, Treasurer. These citizens provided an overview of the program and emphasized the support provided by the University extension professional position which is currently held by Donna Hoffman. Councilmember Morgan had a question about the funding of this position which Donna Hoffman, who was in attendance, addressed.

Additional individuals addressing Council were: Dale Zimmerle, 3035 Bellaire, regarding Casper Area Economic Development Alliance, the right to carry arms, and the motorcycle safety event; Josh Barthel, 600 block S. Park, thanking Council for supporting food trucks; Nova Riley, 1201 S. Wilson, requesting the funding continue for the horticulture extension position; and Donna Hoffman, providing the history of the funding of the University extension position. Councilmember Morgan asked a question regarding the funding by other Natrona County communities for this position, which Ms. Hoffman answered.

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday and Wednesday, May 23 and 24, 2018, in the Council's meeting room for budget review; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, June 5, 2018, in the Council Chambers.

At 9:30 p.m., it was moved Councilmember Walsh, seconded by Councilmember Morgan, to adjourn into executive session to discuss personnel. Motion passed. Council moved into the Council meeting room.

At 9:46 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Powell, to adjourn the executive session. Council returned to the Council Chambers. At 9:46 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Walsh, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Bills & Claims

City of Casper

05/16/2018 to 06/05/2018

A.M.B.I. & SHIPPING, INC.	18-04-394 POSTAGE	\$75.80
	Subtotal for Cost Center Balefill:	\$75.80
	18-04-395 POSTAGE	\$1.74
	Subtotal for Cost Center City Manager:	\$1.74
	18-04-401 POSTAGE	\$2.44
	Subtotal for Cost Center Council:	\$2.44
	18-04-396 POSTAGE	\$57.30
	Subtotal for Cost Center Engineering:	\$57.30
	10-04-398 POSTAGE	\$12.85
	Subtotal for Cost Center Fire:	\$12.85
	18-04-399 POSTAGE	\$5.22
	Subtotal for Cost Center Fort Caspar:	\$5.22
	18-04-403 POSTAGE	\$48.20
	Subtotal for Cost Center Human Resources:	\$48.20
	18-04-400 POSTAGE	\$4.06
	Subtotal for Cost Center Metro Animal:	\$4.06
	18-01-417 POSTAGE	\$197.22
	Subtotal for Cost Center Municipal Court:	\$197.22
	18-04-406 POSTAGE	\$538.81
	Subtotal for Cost Center Police:	\$538.81
	18-04-404 POSTAGE	\$3.48
	Subtotal for Cost Center Property & Liability Insurance:	\$3.48
	18-04-405 POSTAGE	\$28.10
	Subtotal for Cost Center Refuse Collection:	\$28.10
	Vendor Subtotal:	<hr/> \$975.22
A-1 PORTABLES & SERVICES	2321 OTHER CONTRACTUAL	\$120.00
	2320 PORTA POTTY	\$120.00
	Subtotal for Cost Center Balefill:	\$240.00
	Vendor Subtotal:	<hr/> \$240.00

Bills & Claims

05/16/2018 to 06/05/2018

ADAME, NORA	0030920391 UTILITY REFUND	\$49.09
	Subtotal for Cost Center Water:	\$49.09
	Vendor Subtotal:	\$49.09
ADVANCE TANK & CONSTRUCTION CO	AST-18-059 18" TANK VENT & ADAPTER	\$5,930.00
	Subtotal for Cost Center Water:	\$5,930.00
	Vendor Subtotal:	\$5,930.00
ALLIANCE ELECTRIC LLC.	7682 POWER LOSS METHAN DETECTOR	\$928.44
	Subtotal for Cost Center Balefill:	\$928.44
	Vendor Subtotal:	\$928.44
ALLIANT INSURANCE SVCS.	827196 PUBLIC OFFICIAL BOND - CLERK	\$20.00
	827176 PUBLIC OFFICE BOND - TREASURER	\$125.00
	Subtotal for Cost Center Property & Liability Insurance:	\$145.00
	Vendor Subtotal:	\$145.00
ALTIMUS DISTRIBUTING INC	632967 SCBA Washer	\$10,385.00
	Subtotal for Cost Center Fire:	\$10,385.00
	Vendor Subtotal:	\$10,385.00
AMERI-TECH EQUIPMENT CO.	104141 222275	\$2,059.32
	Subtotal for Cost Center Refuse Collection:	\$2,059.32
	Vendor Subtotal:	\$2,059.32
ANDREEN HUNT CONSTRUCTION, INC.	3743 E CASPER ZONE III WATER SYSTEM	\$127,145.23
	3743 E CASPER ZONE III WATER SYSTEM	\$62,623.77
	3743 RETAINAGE 13-038	-\$585.30
	RIN0028657 RETAINAGE TO JT ACCT 13-038	\$585.30
	Subtotal for Cost Center Water:	\$189,769.00
	Vendor Subtotal:	\$189,769.00

Bills & Claims

City of Casper

05/16/2018 to 06/05/2018

ARAH NATHANIEL SHUMWAY	RIN0028606 TRAINING W/VICTIM WITNESS	\$308.74
	Subtotal for Cost Center Police Grants:	\$308.74
	Vendor Subtotal:	\$308.74
ARC SHEET METAL & COATINGS, LLC	RIN0028591 BLDING MAINTENANCE	\$3,000.00
	Subtotal for Cost Center Buildings & Structures:	\$3,000.00
	Vendor Subtotal:	\$3,000.00
ARCADIS U.S., INC.	0907813 ENGINEERING SERVICES FOR WWTP	\$3,221.00
	Subtotal for Cost Center Waste Water:	\$3,221.00
	Vendor Subtotal:	\$3,221.00
ARROWHEAD HEATING & AIR CONDITIONING	10984 APRIL FILTER CHANGE	\$180.00
	10985 FILTER CHANGE EQUIP BLDG	\$76.92
	Subtotal for Cost Center Balefill:	\$256.92
Vendor Subtotal:	\$256.92	
ATLANTIC ELECTRIC, INC.	7516 LUMINAIRE SERVICES	\$15,920.43
	Subtotal for Cost Center Streets:	\$15,920.43
	Vendor Subtotal:	\$15,920.43
BENNETT, ELIZABETH	0030961810 UTILITY REFUND	\$48.90
	Subtotal for Cost Center Water:	\$48.90
	Vendor Subtotal:	\$48.90
BLACK HILLS ENERGY	AP000183050718 NATURAL GAS	\$5,457.15
	AP000232050918 NATURAL GAS	\$322.09
	Subtotal for Cost Center Aquatics:	\$5,779.24
	AP000229050918 NATURAL GAS	\$2,024.78
	RIN0028635 LANDFILL REMED PROG	\$15.75
	Subtotal for Cost Center Balefill:	\$2,040.53

Bills & Claims

05/16/2018 to 06/05/2018

AP000187050818 NATURAL GAS	\$147.11
Subtotal for Cost Center Buildings & Structures:	\$147.11
AP000226050718 NATURAL GAS	\$148.34
Subtotal for Cost Center Cemetery:	\$148.34
AP000227050718 NATURAL GAS	\$1,111.60
AP000187050818 NATURAL GAS	\$120.69
AP000187050818 NATURAL GAS	\$43.65
AP000187050818 NATURAL GAS	\$243.81
Subtotal for Cost Center City Hall:	\$1,519.75
AP000230050918 NATURAL GAS	\$1,037.43
Subtotal for Cost Center Fire:	\$1,037.43
AP000194050918 NATURAL GAS	\$1,759.39
Subtotal for Cost Center Fleet Maintenance:	\$1,759.39
AP000195050818 NATURAL GAS	\$321.09
Subtotal for Cost Center Fort Caspar:	\$321.09
AP000188050718 NATURAL GAS	\$328.79
Subtotal for Cost Center Golf Course:	\$328.79
AP000184050718 NATURAL GAS	\$828.73
Subtotal for Cost Center Ice Arena:	\$828.73
AP000192050918 NATURAL GAS	\$851.60
Subtotal for Cost Center Metro Animal:	\$851.60
AP000222050918 NATURAL GAS	\$90.10
Subtotal for Cost Center Parks:	\$90.10
AP000191050718 NATURAL GAS	\$819.28
Subtotal for Cost Center Recreation:	\$819.28
AP000193050818 NATURAL GAS	\$17.12
Subtotal for Cost Center Sewer:	\$17.12
AP000228050918 NATURAL GAS	\$4,942.34
Subtotal for Cost Center Waste Water:	\$4,942.34
AP000231050918 NATURAL GAS	\$700.26
Subtotal for Cost Center Water:	\$700.26
RIN0028626 ENERGY HEAT	\$4,935.65

Bills & Claims

City of Casper

05/16/2018 to 06/05/2018

Subtotal for Cost Center Water Treatment Plant: \$4,935.65

Vendor Subtotal: \$26,266.75

CAMBRONNE, ASHLEY

0030961816 UTILITY REFUND \$49.09

Subtotal for Cost Center Water: \$49.09

Vendor Subtotal: \$49.09

CASELLE, INC.

87756 CONTRACT/MAINT SUPPORT \$75.00

Subtotal for Cost Center Finance: \$75.00

Vendor Subtotal: \$75.00

CASPAR BUILDING SYSTEMS, INC.

RIN0028633 RETAINAGES 16-050 -\$9,046.48

Subtotal for Cost Center Capital Projects - Fire: -\$9,046.48

RIN0028633 FIRE EMS STATION #5 \$90,464.85

Subtotal for Cost Center Fire: \$90,464.85

Vendor Subtotal: \$81,418.37

CASPER AREA TRANSPORTATION COALITION

2018-401 APRIL 18 FTA CATC EXPENSES \$55,841.73

2018-402 APRIL 18 FTA BUS EXPENSES \$30,122.35

2018-403 APRIL 18 CITY CATC EXPENSES \$54,918.29

2018-404 APRIL 18 CITY BUS EXPENSES \$28,381.43

Subtotal for Cost Center C.A.T.C.: \$169,263.80

Vendor Subtotal: \$169,263.80

CASPER POLICE DEPARTMENT

RIN0028640 ALCOHOL COMPLIANCE \$605.27

RIN0028640 TOBACCO COMPLIANCE \$350.00

Subtotal for Cost Center Police Grants: \$955.27

Vendor Subtotal: \$955.27

CASPER STAR TRIBUNE - REGULAR ADS ONLY

39994-1 2017 WATER QUALITY REPORTS \$1,926.91

Subtotal for Cost Center Water: \$1,926.91

Vendor Subtotal: \$1,926.91

Bills & Claims

05/16/2018 to 06/05/2018

CENTURYLINK	RIN0028636 PHONE USE	\$73.23
	Subtotal for Cost Center Engineering:	\$73.23
	RIN0028656 PHONE USE	\$45.62
	Subtotal for Cost Center Fire:	\$45.62
	RIN0028630 PHONE USE	\$154.12
	Subtotal for Cost Center Metro Animal:	\$154.12
	RIN0028636 PHONE USE	\$45.48
	Subtotal for Cost Center Municipal Court:	\$45.48
	RIN0028648 PHONE USE	\$64.10
	RIN0028636 PHONE USE	\$43.42
	Subtotal for Cost Center Sewer:	\$107.52
	RIN0028653 PHONE USE	\$45.38
	Subtotal for Cost Center Waste Water:	\$45.38
	Vendor Subtotal:	\$471.35
CH2M HILL, INC.	281145231 WWTP MCC REPLACEMENT PROJ	\$78,688.87
	Subtotal for Cost Center Waste Water:	\$78,688.87
	Vendor Subtotal:	\$78,688.87
CHILDREN'S ADVOCACY PROJECT, INC.	WE42409 4TH QTR AGENCY FUNDING	\$10,000.00
	Subtotal for Cost Center Social Community Services:	\$10,000.00
	Vendor Subtotal:	\$10,000.00
CITY OF CASPER	5128/162749 MAY 18 MPO MONTHLY GIS SERVICE	\$657.78
	5128/162749 MAY 18 MPO MONTHLY GIS SERVICE	\$6,258.89
	Subtotal for Cost Center Metropolitan Planning:	\$6,916.67
	161991 COMM PROMO CSP SOCCR SPRG JAMB	\$500.00
	Subtotal for Cost Center Social Community Services:	\$500.00
	Vendor Subtotal:	\$7,416.67

Bills & Claims

05/16/2018 to 06/05/2018

CITY OF CASPER - BALEFILL	525/163290 SANITATION	\$16.80
	Subtotal for Cost Center Hogadon:	\$16.80
	247/162762-766 SANITATION	\$635.00
	Subtotal for Cost Center Parks:	\$635.00
	2772/162569 SANITATION	\$7,017.60
	2772/162597 SANITATION	\$6,537.60
	2772/162633 SANITATION	\$6,470.04
	2772/162774 SANITATION	\$7,430.40
	2772/162813 SANITATION	\$7,157.52
	2772/162845 SANITATION	\$6,676.92
	2772/162667/684 SANITATION	\$7,533.60
	2772/162701 SANITATION	\$7,298.88
	2772/162537 SANITATION	\$6,922.56
	2772/163354 SANITATION	\$8,320.32
	2772/163388 SANITATION	\$7,330.56
	2772/163491 SANITATION	\$6,804.60
	2772/163292-316 SANITATION	\$7,252.44
	2772/163324 SANITATION	\$12,574.56
	Subtotal for Cost Center Refuse Collection:	\$105,327.60
	1276/162568 SANITATION	\$137.28
	1276/162632 SANITATION	\$812.00
	1276/162773 SANITATION	\$159.36
	1276/162812 SANITATION	\$424.85
	1276/162666 SANITATION	\$540.48
	1276/163353 SANITATION	\$154.08
	1276/163291 SANITATION	\$98.40
	Subtotal for Cost Center Waste Water:	\$2,326.45
	Vendor Subtotal:	\$108,305.85
CIVIL ENGINEERING PROFESSIONALS, INC.	14-066-38 EAST CASPER ZONE III PROJECT 1	\$15,668.40
	14-066-38 EAST CASPER ZONE III PROJECT 1	\$7,717.27
	17-045-06 CY BOOSTER STATION PROFESSIONA	\$572.25
	17-045-06 CY BOOSTER STATION PROFESSIONA	\$3,027.75
	Subtotal for Cost Center Water:	\$26,985.67
	Vendor Subtotal:	\$26,985.67
COMMUNICATION TECHNOLOGIES, INC.	80240 REPAIRS UNIT 298	\$51.50
	80043 REPAIR UNIT 211	\$51.50
	79881 REPAIR TO UNIT 256	\$51.50

Bills & Claims

City of Casper

05/16/2018 to 06/05/2018

79882 REPAIRS TO UNIT 253	\$309.00
80042 REPAIR TO UNIT 262	\$51.50
80239 REPAIR FRONT CAMERA MOUNT	\$51.50
79476 REPAIR TO UNIT 224	\$51.50
79471 REPAIRS TO UNIT 226	\$103.00
Subtotal for Cost Center Police:	\$721.00

80045 INSTALL USB HUB UNIT 236	\$154.50
80020 INSTALL HUB UNIT 215	\$154.50
80022 INSTALL HUB UNIT 263	\$154.50
80015 INSTALL HUB UNIT 229	\$154.50
80018 INSTALL HUB ON UNIT 223	\$154.50
80021 INSTALL HUB UNIT 228	\$154.50
80016 INSTALL HUB	\$206.00
80044 INSTALL HUB UNIT 254	\$154.50
80024 INSTALL HUB UNIT 240	\$154.50
80019 INSTALL HUB UNIT 209	\$154.50
Subtotal for Cost Center Police Equipment:	\$1,596.50

Vendor Subtotal: **\$2,317.50**

CONDELARIO, COLTON

0030961814 UTILITY REFUND	\$49.09
Subtotal for Cost Center Water:	\$49.09

Vendor Subtotal: **\$49.09**

COWDIN CLEANING

201257 SERVICE CENTER CUSTODIAL APRIL	\$884.00
Subtotal for Cost Center Buildings & Structures:	\$884.00

Vendor Subtotal: **\$884.00**

CRIME SCENE INFORMATION

157-12-075 CRIME STOPPERS LINE	\$86.25
Subtotal for Cost Center Police:	\$86.25

Vendor Subtotal: **\$86.25**

DAN HART PATROL SERVICE, LLC

21837B BALEFILL CLOSURE - EARTHWORKS	\$38,565.00
21837B RETAINAGE 17-039	-\$3,856.50
21837B-R RETAINAGE TO JT ACCT 17-039	\$3,856.50
Subtotal for Cost Center Balefill:	\$38,565.00

Vendor Subtotal: **\$38,565.00**

Bills & Claims

05/16/2018 to 06/05/2018

DANA KEPNER CO. OF WY.	2226728-00 VALVE BOX PARTS	\$2,103.20
	2226724-00 BRASS SADDLES	\$7,356.54
	2226729-00 FIRE HYDRANTS	\$13,424.70
	2226667-00 PVC PIPE	\$15,876.00
	2226725-00 PUSH-ON VALVES	\$7,777.17
	2226727-00 CURB BOXES & RECEPTACLES	\$7,680.00
	2226726-00 DISTRIBUTION INVENTORY ITEMS	\$10,621.07
	Subtotal for Cost Center Water:	\$64,838.68
Vendor Subtotal:	\$64,838.68	
DAVE LODEN CONSTRUCTION	RIN0028608 BUILDING MAINTENANCE	\$185.00
	Subtotal for Cost Center Buildings & Structures:	\$185.00
Vendor Subtotal:	\$185.00	
DELTA DENTAL PLAN OF WY.	RIN0028609 DENTAL INSURANCE PREMIUMUM	\$36,598.46
	RIN0028589A DENTAL PREMIUMS	\$1,512.00
	Subtotal for Cost Center Health Insurance:	\$38,110.46
Vendor Subtotal:	\$38,110.46	
DPC INDUSTRIES, INC.	727000087-18 CHEMICALS NAHYPO	\$6,964.88
	Subtotal for Cost Center Water Treatment Plant:	\$6,964.88
Vendor Subtotal:	\$6,964.88	
EMILY DAVIS	RIN0028643 UTILITY REFUND	\$75.00
	Subtotal for Cost Center Water:	\$75.00
Vendor Subtotal:	\$75.00	
ENVIRONMENTAL & CIVIL SOLUTIONS, LLC	5364 2018 ARTERIALS/COLLECTORS	\$28,941.71
	Subtotal for Cost Center Streets:	\$28,941.71
Vendor Subtotal:	\$28,941.71	
EQUIVALENT CONTROLS	905071 TURBIDIMETER PARTS WELLS	\$376.70

Bills & Claims

05/16/2018 to 06/05/2018

CORPORATION	Subtotal for Cost Center Water Treatment Plant:	\$376.70
	Vendor Subtotal:	\$376.70
ETC INSTITUTE	22898 ONE CENT VOTER OPINION SURVEY	\$4,840.00
	22968 ONE CENT SURVEY ADMINISTRATION	\$4,150.00
	Subtotal for Cost Center Council:	\$8,990.00
	Vendor Subtotal:	\$8,990.00
FIRST DATA MERCHANT SVCS CORP.	REMI1321566 CREDIT CARD FEES	\$2,947.22
	Subtotal for Cost Center Balefill:	\$2,947.22
	REMI1321569 CC FEES	\$84.39
	Subtotal for Cost Center Cemetery:	\$84.39
	REMI1321554 CREDIT CARD FEES	\$1,287.80
	Subtotal for Cost Center Finance:	\$1,287.80
	REMI1321555 APRIL CREDIT CARD FEE	\$21.70
	Subtotal for Cost Center Fort Caspar:	\$21.70
	REMI1321564 CREDIT CARD SERVICES	\$69.13
	Subtotal for Cost Center Metro Animal:	\$69.13
	REMI1321567 CREDIT CARD MACHINE FEES	\$54.71
	Subtotal for Cost Center Police:	\$54.71
	Vendor Subtotal:	\$4,464.95
FIRST INTERSTATE BANK	RIN0028628 APRIL 2018 LOCKBOX FEES	\$1,654.48
	RIN0028629 SERVICE CHARGES	\$180.59
	Subtotal for Cost Center Finance:	\$1,835.07
	RIN0028647 PROGRAMS & PROJECTS-GIFT CARDS	\$337.00
	Subtotal for Cost Center Human Resources:	\$337.00
	Vendor Subtotal:	\$2,172.07
FIRST INTERSTATE BANK - PETTY CASH	RIN0028631 START UP BANK FOR OUTDOOR POOL	\$800.00
	Subtotal for Cost Center Aquatics:	\$800.00

Bills & Claims

City of Casper

05/16/2018 to 06/05/2018

RIN0028654 PETTY CASH	\$312.36
Subtotal for Cost Center Metro Animal:	\$312.36

Vendor Subtotal:	\$1,112.36
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FIRST VETERINARY SUPPLY

WM9614 PRESCRIPTION DRUG	\$375.90
Subtotal for Cost Center Metro Animal:	\$375.90

Vendor Subtotal:	\$375.90
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FREMONT MOTOR COMPANY

76578 NEW POLICE SUV LES TRADE-IN UN	\$31,238.46
76579 NEW POLICE SUV LES TRADE-IN UN	\$31,238.46
76580 NEW POLICE SUV LESS TRADE-IN U	\$31,238.46
76583 NEW POLICE SUV LESS TRADE-IN U	\$29,438.46
76577 NEW POLICE SUV LESS TRADE IN U	\$31,238.46
Subtotal for Cost Center Police Equipment:	\$154,392.30

Vendor Subtotal:	\$154,392.30
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GBS BENEFITS, INC.

534723 OTHER CONTRACTUAL	\$580.00
Subtotal for Cost Center Health Insurance:	\$580.00

Vendor Subtotal:	\$580.00
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GOLDER ASSOCIATES

511638 CLOSED BALEFILL POST CLOSURE	\$6,032.13
513792 IOTBS GAS SYSTEM OPERATIONS	\$2,265.65
Subtotal for Cost Center Balefill:	\$8,297.78

Vendor Subtotal:	\$8,297.78
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GREAT WESTERN RECREATION LLC

1802003 REINSTALL OF PLAYGROUND	\$5,200.00
Subtotal for Cost Center Parks:	\$5,200.00

Vendor Subtotal:	\$5,200.00
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GW MECHANICAL, INC.

SV-4312 SEWER CAMERA	\$3,824.25
Subtotal for Cost Center Metro Animal:	\$3,824.25

Vendor Subtotal:	\$3,824.25
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Bills & Claims

City of Casper

05/16/2018 to 06/05/2018

HDR ENGINEERING, INC.	1200118379 WATER RIGHTS & SUPPLY ANALYSIS	\$3,093.45
	Subtotal for Cost Center Water:	\$3,093.45
	Vendor Subtotal:	\$3,093.45
HEIN-BOND, LLC	18-023 DESIGN SERVICES - BALER BUILDI	\$6,937.50
	Subtotal for Cost Center Balefill:	\$6,937.50
	Vendor Subtotal:	\$6,937.50
HIGH PLAINS CONSTRUCTION, INC.	INV #2018-Asp 2 HOT MIX	\$214.38
	Subtotal for Cost Center Streets:	\$214.38
	Vendor Subtotal:	\$214.38
HITEK COMMUNICATIONS	2299 CATC SECURITY IMPROVEMENTS	\$2,400.00
	2299 CATC SECURITY IMPROVEMENTS	\$600.00
	Subtotal for Cost Center C.A.T.C.:	\$3,000.00
	Vendor Subtotal:	\$3,000.00
HOMAX OIL SALES, INC.	0409495-IN BULK FUEL	\$20,921.18
	Subtotal for Cost Center Balefill:	\$20,921.18
	0408726-IN GAS AND DIESEL FOR GOLF COURSE	\$2,395.67
	Subtotal for Cost Center Golf Course:	\$2,395.67
	Vendor Subtotal:	\$23,316.85
HOPE DOYLE	ONLINE 1 REIMBURSEMENT BATTERY CHARGER	\$71.89
	Subtotal for Cost Center Fleet Maintenance:	\$71.89
	Vendor Subtotal:	\$71.89
ISC, INC/VENTURE TECHNOLOGIES	SIN024274 MARATHON NETWORKING PROJECT	\$7,703.10
	Subtotal for Cost Center Police:	\$7,703.10
	Vendor Subtotal:	\$7,703.10

Bills & Claims

05/16/2018 to 06/05/2018

JADE MCLEAN	5305-3149 ASE TESTING REIMBURSEMENT	\$200.00
	Subtotal for Cost Center Fleet Maintenance:	\$200.00
	Vendor Subtotal:	\$200.00
JAMES BENSON	RIN0028642 UTILITY REFUND	\$75.00
	Subtotal for Cost Center Water:	\$75.00
	Vendor Subtotal:	\$75.00
JOHN SCHOENWOLF	RIN0028625 WORK CLOTHES REIMBURSEMENT	\$100.00
	Subtotal for Cost Center Golf Course:	\$100.00
	Vendor Subtotal:	\$100.00
JONES, JESSE	0030961815 UTILITY REFUND	\$17.16
	Subtotal for Cost Center Water:	\$17.16
	Vendor Subtotal:	\$17.16
JOSHUA STOWERS	RIN0028627 EXAM REIMBURSEMENT	\$100.00
	Subtotal for Cost Center Water:	\$100.00
	Vendor Subtotal:	\$100.00
KIMLEY-HORN AND ASSOCIATES	291206000-0418 MPO STRATEGIC PARKING PLAN	\$1,240.20
	291206000-0418 MPO STRATEGIC PARKING PLAN	\$11,800.80
	Subtotal for Cost Center Metropolitan Planning:	\$13,041.00
Vendor Subtotal:	\$13,041.00	
KNIFE RIVER/JTL	168149 3/8" PLANT MIX	\$282.00
	168190 3/8" and 1/2" PLANT MIX	\$408.30
	167838 3/4" CRUSHED ROCK	\$5,982.84
	167871 1/2" PLANT MIX	\$253.80
	168749 3/4" CRUSHED ROCK	\$2,935.52
	169011 1/2" PLANT MIX	\$381.24
	Subtotal for Cost Center Streets:	\$10,243.70

Bills & Claims

City of Casper

05/16/2018 to 06/05/2018

Vendor Subtotal: **\$10,243.70**

KODY PIVIK

102 DRONE FLIGHT FOR HOGADON \$200.00

Subtotal for Cost Center Hogadon: **\$200.00**

Vendor Subtotal: **\$200.00**

KUBWATER RESOURCES, INC

07618 ZETAG 7593 DRY POLYMER \$5,098.96

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

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

KV DAVIS COUNSELING LLC

RIN0028641 METH CONF SPEAKER \$500.00

Subtotal for Cost Center Police Grants: **\$500.00**

Vendor Subtotal: **\$500.00**

LEONARD B. MEDOFF, PH.D

RIN0028637 Pre-employment Psych Testing \$250.00

RIN0028638 Pre-employment Psych Testing \$250.00

Subtotal for Cost Center Fire: **\$500.00**

Vendor Subtotal: **\$500.00**

LINCOLN NATL. LIFE INS. CO.

RIN0028610 BENEFITS PAYABLE \$266.57

Subtotal for Cost Center Health Insurance: **\$266.57**

Vendor Subtotal: **\$266.57**

LONG BUILDING TECHNOLOGIES

SRVCE0090141 FRONT OFFICE VALVES \$667.71

Subtotal for Cost Center Water Treatment Plant: **\$667.71**

Vendor Subtotal: **\$667.71**

LORI SPEARMAN

RIN0028612 REIMBURSEMENT FOR COSTUMES \$287.35

Subtotal for Cost Center Recreation: **\$287.35**

Vendor Subtotal: **\$287.35**

Bills & Claims

05/16/2018 to 06/05/2018

MICHAEL SZEWCZYK	312765 TRAVEL & TRAINING-	\$20.96
	Subtotal for Cost Center Information Services:	\$20.96
	Vendor Subtotal:	\$20.96
MOORE, CHRISTINE	0030961808 UTILITY REFUND	\$28.96
	Subtotal for Cost Center Water:	\$28.96
	Vendor Subtotal:	\$28.96
MOTOROLA SOLUTIONS	8230174489 MAINT AGREE JUNE	\$5,926.67
	8230169721 MAINT AGREE MAY	\$5,926.67
	8230166600 MONTHLY MAIN APRIL	\$5,926.67
	8230162669 MONTHLY MAIN AGREE MARCH	\$5,926.67
	8230152961 MONTHLY MAINT AGREE JANUARY	\$5,926.67
	Subtotal for Cost Center Communications Center:	\$29,633.35
	Vendor Subtotal:	\$29,633.35
MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS	AR-38 CASPERSTORMWATER.COM	\$99.00
	Subtotal for Cost Center Sewer:	\$99.00
	Vendor Subtotal:	\$99.00
NALCO CHEMICAL CO.	66741633 FERROUS CHLORIDE NPSSI-CCF	\$17,010.00
	Subtotal for Cost Center Waste Water:	\$17,010.00
	Vendor Subtotal:	\$17,010.00
NANIA, INC.	42518 ASH ST SANITARY SEWER 18-047	\$19,963.00
	Subtotal for Cost Center Sewer:	\$19,963.00
	Vendor Subtotal:	\$19,963.00
NATIONAL BENEFIT SERVICES	646475 PLAN ADMIN FEES	\$375.15
	645975 PLAN ADMIN FEES	\$36.00
	Subtotal for Cost Center Health Insurance:	\$411.15
	Vendor Subtotal:	\$411.15

Bills & Claims

05/16/2018 to 06/05/2018

NATIONAL INTERCOLLEGIATE RODEO ASSOCIATION	RIN0028605 CNFR SPONSORSHIP 2018	\$18,000.00
	Subtotal for Cost Center Council:	\$18,000.00
	Vendor Subtotal:	\$18,000.00

NATRONA COUNTY CONSERVATION DISTRICT	31 NCCD FUNDING FY18	\$30,000.00
	31 SELENIUM BMP FY18	\$50,000.00
	Subtotal for Cost Center Waste Water:	\$80,000.00
	31 NCCD FUNDING FY18	\$5,000.00
	Subtotal for Cost Center Water:	\$5,000.00
	Vendor Subtotal:	\$85,000.00

NATRONA COUNTY HEALTH DEPT.	DOGD201901939 INSPECTION	\$75.00
	DOGD201901947 INSPECTION	\$75.00
	DOGD201901946 INSPECTION	\$75.00
	Subtotal for Cost Center Aquatics:	\$225.00
	Vendor Subtotal:	\$225.00

NATRONA COUNTY WEED & PEST CONTROL DISTRICT	5357V MOSQUITO MATCH FUND	\$65,000.00
	Subtotal for Cost Center Weed And Pest:	\$65,000.00
	Vendor Subtotal:	\$65,000.00

ONE CALL OF WY.	48332 APRIL18 LOCATE TICKETS	\$222.75
	Subtotal for Cost Center Sewer:	\$222.75
	48332 APRIL18 LOCATE TICKETS	\$272.25
	Subtotal for Cost Center Water:	\$272.25
	Vendor Subtotal:	\$495.00

P-CARD VENDORS	00073489 SHERWIN WILLIAMS 70343 - Purch	\$15.58
	00073952 HARBOR FREIGHT TOOLS 3 - Purch	\$57.99
	00073967 WM SUPERCENTER #3778 - Purchas	\$37.42
	00074019 STAPLES 00114181 - Purch	\$119.67
	00074020 AMERICAN RED CROSS - Purchase	\$252.00
	00074024 WM SUPERCENTER #1617 - Purchas	\$9.94

Bills & Claims

05/16/2018 to 06/05/2018

00074091 SHERWIN WILLIAMS 70343 - Purch	\$35.97
00074142 SAMS CLUB #6425 - Purchase	\$664.71
00074178 NORCO INC - Purchase	\$13.68
00074184 RICOH USA, INC - Purchase	\$33.34
00073932 LOAF N JUG #0106 Q81 - Purch	\$12.72
00073550 LIFE GUARD STORE - ONLI - Purch	\$583.60
00073590 SUTHERLANDS 2219 - Purchase	\$99.28
00073649 VZWRLSS IVR VB - Purchase	\$62.92
00073730 FEDEXOFFICE 00009423 - Purch	\$83.88
00073829 ARC SERVICES/TRAINING - Purcha	\$108.00
00073851 HAWKINS INC - Purchase	\$2,275.58
00073888 WAL-MART #3778 - Purchase	\$58.95
00073965 SAMS CLUB #6425 - Purchase	\$14.48
Subtotal for Cost Center Aquatics:	\$4,539.71
00074241 MENARDS CASPER WY - Purchase	\$401.85
00074248 CMI-TECO - Purchase	\$3,150.47
00073963 CASPER FIRE EXTINGUISH - Purch	\$314.52
00073969 THE HOME DEPOT #6001 - Purchas	\$39.98
00074002 AHERN RENTALS INC - Purchase	\$145.26
00074028 MENARDS CASPER WY - Purchase	\$67.86
00074058 BAILEYS ACE HDWE - Purchase	\$19.96
00074085 BOBCAT OF CASPER - Purchase	\$222.71
00074088 BAILEYS ACE HDWE - Purchase	\$294.40
00074119 CASPER CONTRACTORS SUP - Purch	\$1,217.70
00074133 BAILEYS ACE HDWE - Purchase	\$117.16
00074148 SOURCE OFFICE - VITAL - Purcha	\$8.44
00074153 BAILEYS ACE HDWE - Purchase	\$39.98
00074154 POWER EQUIPMENT CO - Purchase	\$126.90
00074154 POWER EQUIPMENT CO - Purchase	\$978.60
00074169 SIX ROBBLEES NO 19 - Purchase	\$32.44
00074181 AMERIGAS PRODUCT - Purchas	\$256.50
00074183 AMERIGAS PRODUCT - Purchas	\$78.68
00074230 AMERIGAS PRODUCT - Purchas	\$62.52
00074239 TRUGREEN CHEMLAWN - Purchase	\$1,776.00
00074252 GEOTECH - Purchase	\$635.40
00073974 WYOMING MACHINERY CO - Purchas	\$1,263.32
00074027 COCA COLA BOTTLING CO - Purcha	\$7.35
00074236 BAILEYS ACE HDWE - Purchase	\$129.99
00074303 SUTHERLANDS 2219 - Purchase	\$22.04
00074336 CASPER TIRE 0000705 - Purchase	\$15.00
00074410 CASPER TIRE 0000705 - Purchase	\$117.95
00074466 SHERWIN WILLIAMS 70343 - Purch	\$1,307.51
00074505 BAILEYS ACE HDWE - Purchase	\$205.16
00073401 SQ SQ VIGIL'S VINYLs - Purch	\$275.00
00073405 HOWARD SUPPLY COMPANY - Purcha	\$396.87

Bills & Claims

05/16/2018 to 06/05/2018

00073568 NORCO INC - Purchase	\$373.06
00073594 AIRGAS CENTRAL - Purchase	\$231.15
00073609 INTUIT IN PEDENS INC - Purch	\$210.00
00073615 BAILEYS ACE HDWE - Purchase	\$49.98
00073653 CASPER FIRE EXTINGUISH - Purch	\$177.13
00073661 VEOLIA ENVIRONMENTAL - Purchas	\$11,931.99
00073669 ALLIANCE ELECTRIC LLC - Purcha	\$70.00
00073672 CASPER CONTRACTORS SUP - Purch	\$415.00
00073685 SOURCE OFFICE - VITAL - Purcha	\$46.35
00073690 MICHAELSFENCE&SUPPLYIN - Purch	\$18.68
00073718 SAFETY KLEEN SYSTEMS B - Purch	\$214.00
00073753 HARBOR FREIGHT TOOLS 3 - Purch	\$29.94
00073765 BAILEYS ACE HDWE - Purchase	\$152.51
00073766 MURPHY SHED INC - Purchase	\$8,210.00
00073776 CASPER CONTRACTORS SUP - Purch	\$259.22
00073798 MENARDS CASPER WY - Purchase	\$52.63
00073821 THE HOME DEPOT #6001 - Purchas	\$6.97
00073837 AIRGAS CENTRAL - Purchase	\$14.58
00073837 AIRGAS CENTRAL - Purchase	\$116.67
00073892 INTUIT IN ICLEAN307 - Purcha	\$3,150.00
00073897 WYOMING STEEL AND RECY - Purch	\$54.90
00073911 CASPER CONTRACTORS SUP - Purch	\$2,029.50
00073276 CASPER STAR TRIBUNE - LEGAL AD	\$157.24
Subtotal for Cost Center Balefill:	\$41,699.02
00073135 INT IN EXTRACTOR CORP - Purch	\$53.50
00073659 EREPLACEMENTPARTS.COM - Purcha	\$30.99
00073695 CRUM ELECTRIC SUPPLY C - Purch	\$6.62
00073944 DENNIS SUPPLY COMPANY - Purcha	\$120.00
00073949 SUMMIT ELECTRIC, INC. - Purcha	\$140.00
00073951 BAILEYS ACE HDWE - Purchase	\$5.98
00073972 SUMMIT ELECTRIC, INC. - Purcha	\$1,165.64
00073973 GEORGE T SANDERS 20 - Purchase	\$116.49
00073975 BAILEYS ACE HDWE - Purchase	\$11.03
00073999 WW GRAINGER - Purchase	\$69.16
00074009 0970 CED - Purchase	\$40.53
00074025 CASPER WINNELSON CO - Purchase	\$5.06
00074051 CRESCENT ELECTRIC 103 - Purcha	\$61.54
00074083 DIAMOND VOGEL PAINT #7 - Purch	\$5.84
00074111 BAVCO - Purchase	\$431.40
00074115 DAVIDSON MECHANICAL, I - Purch	\$1,452.57
00074136 BLOEDORN LUMBER CASPER - Purch	\$167.98
00074175 PYROTECHS - Purchase	\$370.00
00074192 PYROTECHS - Purchase	\$370.00
00074204 PYROTECHS - Purchase	\$370.00
00074212 BLOEDORN LUMBER CASPER - Purch	\$74.99

Bills & Claims

05/16/2018 to 06/05/2018

00074215 CASPER WINNELSON CO - Purchase	\$35.52
00074219 PYROTECHS - Purchase	\$370.00
00074222 SHERWIN-WILLIAMS 70896 - Purch	\$41.58
00074225 PYROTECHS - Purchase	\$190.00
00074225 PYROTECHS - Purchase	\$200.00
00074225 PYROTECHS - Purchase	\$200.00
00074226 BLOEDORN LUMBER CASPER - Purch	\$5.32
00074235 CRESCENT ELECTRIC 103 - Purcha	\$24.16
00074246 HUB FLOOR COVERING INC - Purch	\$260.00
00074251 CRUM ELECTRIC SUPPLY C - Purch	\$82.32
00074255 SHERWIN-WILLIAMS 70896 - Purch	\$22.00
00074272 SHERWIN WILLIAMS 70343 - Purch	\$28.28
00074279 ARCHITECTURALGLAZINGCO - Purch	\$491.78
00074291 CASPER CONTRACTORS SUP - Purch	\$227.64
00074292 SAMS CLUB #6425 - Purchase	\$103.48
00074293 GRAINGER - Purchase	\$34.32
00074308 NORCO INC - Purchase	\$268.71
00074309 DAVIDSON MECHANICAL, I - Purch	\$64.28
00074312 HOSE & RUBBER SUPPLY C - Purch	\$7.34
00074315 CRESCENT ELECTRIC 103 - Purcha	\$13.12
00074317 BLOEDORN LUMBER CASPER - Purch	\$16.19
00074334 NORCO INC - Purchase	\$50.57
00074341 SHERWIN-WILLIAMS 70896 - Purch	\$26.97
00073549 CASPER CONTRACTORS SUP - Purch	\$7.51
00073563 BLOEDORN LUMBER CASPER - Purch	\$11.23
00073579 BLOEDORN LUMBER CASPER - Purch	\$15.27
00073593 BLOEDORN LUMBER CASPER - Purch	\$24.30
00073596 0970 CED - Purchase	\$16.27
00073605 CASPER WINNELSON CO - Purchase	\$136.48
00073611 LETZ'S RADIO SUPPLY - Purchase	\$56.95
00073622 ARCHITECTURALGLAZINGCO - Purch	\$39.16
00073624 CASPER FIRE EXTINGUISH - Purch	\$127.75
00073625 CASPER WINNELSON CO - Purchase	\$103.06
00073632 LONG BLDG. TECHNOLOGIE - Purch	\$6,990.00
00073642 CRESCENT ELECTRIC 103 - Purcha	\$131.07
00073654 SAMSCLUB #6425 - Purchase	\$217.32
00073667 BAILEYS ACE HDWE - Purchase	\$13.98
00073693 CASPER CONTRACTORS SUP - Purch	\$5.96
00073698 FERGUSON ENT #3069 - Purchase	\$25.92
00073704 WW GRAINGER - Purchase	\$134.07
00073710 Prairie Pella Wyoming - Purcha	\$265.00
00073714 ROTO ROOTER - Purchase	\$144.00
00073733 BLOEDORN LUMBER CASPER - Purch	\$3.14
00073750 CRESCENT ELECTRIC 103 - Purcha	\$76.10
00073758 BURBACKS REFRIGERATION - Purch	\$218.65
00073779 FERGUSON ENT #3069 - Purchase	\$26.99

Bills & Claims

City of Casper

05/16/2018 to 06/05/2018

00073780 CRESCENT ELECTRIC 103 - Purcha	\$38.05
00073787 LONG BLDG. TECHNOLOGIE - Purch	\$1,000.00
00073796 FERGUSON ENT #3069 - Purchase	\$27.66
00073799 MENARDS CASPER WY - Purchase	\$56.45
00073800 MENARDS CASPER WY - Purchase	\$24.90
00073813 DENNIS SUPPLY COMPANY - Purcha	\$76.19
00073826 MENARDS CASPER WY - Purchase	\$16.46
00073865 CASPER WINNELSON CO - Purchase	\$212.00
00073866 DENNIS SUPPLY COMPANY - Purcha	\$21.36
00073869 BAILEYS ACE HDWE - Purchase	\$2.59
00073873 DENNIS SUPPLY COMPANY - Purcha	\$35.42
00073878 AHERN RENTALS INC - Purchase	\$338.73
00073894 ARCHITECTURALGLAZINGCO - Purch	\$243.78
00073899 CPS DISTRIBUTORS INC C - Purch	\$36.48
00073920 HARBOR FREIGHT TOOLS 3 - Purch	\$41.95
00073931 BLOEDORN LUMBER CASPER - Purch	\$6.70
00072369 RAPPI - Purchase	\$0.07
00072389 RAPPI - Credit	-\$0.07
00072991 RMI WYOMING INC - Purchase	\$48.44
00072991 RMI WYOMING INC - Purchase	\$42.92
00072991 RMI WYOMING INC - Purchase	\$171.00
00073334 BLOEDORN LUMBER CASPER - Purch	\$29.40
00073364 HUB FLOOR COVERING INC - Purch	\$58.60
00073449 HERCULES INDUSTRIES CA - Purch	\$1,839.52
00073512 DENNIS SUPPLY COMPANY - Purcha	\$120.00
00073527 BLOEDORN LUMBER CASPER - Purch	\$196.40
00073530 BLOEDORN LUMBER CASPER - Purch	\$11.69
00073536 CASPER WINNELSON CO - Purchase	\$87.84
00073543 BLOEDORN LUMBER CASPER - Purch	\$255.44
00073548 CRESCENT ELECTRIC 103 - Purcha	\$38.34
Subtotal for Cost Center Buildings & Structures:	\$21,701.39
00072507 CASPER STAR TRIBUNE - Purchase	\$442.48
00072527 CASPER STAR TRIBUNE - Purchase	\$454.48
Subtotal for Cost Center Casper Events Center:	\$896.96
00074141 TORRINGTON SOD FARM - Purchase	\$514.80
00074311 VZWRLSS IVR VB - Purchase	\$60.01
00073980 EXTREME TRUCK INC - Purchase	\$220.00
Subtotal for Cost Center Cemetery:	\$794.81
00073696 WYOMING TRIAL LAWYERS - Purcha	\$475.00
00074198 ATLAS OFFICE PRODUCTS - Purcha	\$30.75
00074067 ATLAS OFFICE PRODUCTS - Purcha	\$29.89
00074135 THOMSON WEST TCD - Purchase	\$1,233.19
00074150 THOMSON WEST TCD - Purchase	\$133.74

Bills & Claims

City of Casper

05/16/2018 to 06/05/2018

00074156 THOMSON WEST TCD - Purchase	\$104.19
Subtotal for Cost Center City Attorney:	\$2,006.76
00074018 B & B RUBBER STAMP SHO - Purch	\$24.95
Subtotal for Cost Center City Clerk:	\$24.95
00073479 SQ SQ STEAMBOAT DELI - Purch	\$84.00
00072356 INT IN GRANT STREET G - Purch	\$48.50
00072748 XEROX CORPORATION/RBO - Purcha	\$21.19
Subtotal for Cost Center City Manager:	\$153.69
00074339 SAMSCLUB #6425 - Purchase	\$84.18
00073797 LODGING	\$204.60
00073805 NETWORK FLEET. INC. - Purchase	\$227.40
00074197 INT'L CODE COUNCIL INC - Purch	\$150.45
00073600 ATLAS OFFICE PRODUCTS - Purcha	\$111.26
00073842 INT'L CODE COUNCIL INC - Purch	\$240.00
00072699 VZWRLSS MY VZ VB P - Purchase	\$45.00
Subtotal for Cost Center Code Enforcement:	\$1,062.89
00073660 SOURCE OFFICE - VITAL - Purcha	\$138.75
00073884 SOURCE OFFICE - VITAL - Purcha	\$200.56
00073959 SAMSCLUB #6425 - Purchase	\$56.26
00073982 WAL-MART #1617 - Purchase	\$18.64
00073983 SAMS CLUB #6425 - Purchase	\$195.96
00074176 ATLAS REPRODUCTION INC -	\$158.05
00074188 VZWRLSS IVR VB - Purchase	\$38.22
00073876 Hero 247 - Purchase	\$132.00
00073968 INT IN COMPUTER PROJE - Purch	\$171.60
00073785 CHARTER COMM - Purchase	\$79.88
00073791 AT&T 0512212711001 - Purcha	\$101.92
00073804 GUS GLOBALSTAR USA - Purchase	\$176.99
00073827 VZWRLSS IVR VB - Purchase	\$123.15
00073835 ATLAS REPRODUCTION INC - Purch	\$20.00
00073840 DTV DIRECTV SERVICE - Purchase	\$84.99
Subtotal for Cost Center Communications Center:	\$1,696.97
00072048 WM SUPERCENTER #3778 - Purchas	\$20.00
00072163 SAMSCLUB #6425 - Purchase	\$101.58
00072683 CASPER STAR TRIBUNE - Purchase	\$1,954.60
00072713 CASPER STAR TRIBUNE - Purchase	\$205.38
00072724 CASPER STAR TRIBUNE - Purchase	\$1,069.00
00072734 VZWRLSS MY VZ VB P - Purchase	\$228.24
00072745 CASPER STAR TRIBUNE - Purchase	\$642.80
00072747 CASPER STAR TRIBUNE - Purchase	\$1,942.60
00072757 CASPER STAR TRIBUNE - Purchase	\$137.52

Bills & Claims

05/16/2018 to 06/05/2018

00072999 EGGINGTONS - Purchase	\$85.42
Subtotal for Cost Center Council:	\$6,387.14
00074460 BNSF-required training Mckinle	\$23.00
00073788 SP LPS-DESIGNJET STR - Purch	\$148.56
00074107 SELBY'S - Purchase	\$230.82
00073728 USPS - Postage to return defec	\$4.99
Subtotal for Cost Center Engineering:	\$407.37
00074304 MOUNTAIN STATES LITHOG - Purch	\$137.11
00074328 WYOMING ASSOCIATION OF - Purch	\$770.00
00073889 VZWRLSS APOCC VISB - Purchase	\$280.07
00074208 WYOMING ASSOCIATION OF - Purch	\$385.00
00074043 GEORGE T SANDERS 20 - Purchase	\$204.60
00070481 MENARDS CASPER WY - Purchase	\$39.99
00070603 HOSE & RUBBER SUPPLY C - Purch	\$687.74
00071034 SUTHERLANDS 2219 - Purchase	\$20.97
00071658 SUTHERLANDS 2219 - Credit	-\$20.97
00071664 SUTHERLANDS 2219 - Purchase	\$35.96
00071687 SUTHERLANDS 2219 - Purchase	\$19.97
00073943 AMBI MAIL AND MARKETIN - Purch	\$39.80
00072699 VZWRLSS MY VZ VB P - Purchase	\$22.50
Subtotal for Cost Center Finance:	\$2,622.74
00069708 EXXONMOBIL 47626544 - Purch	\$58.00
00069724 FIREROCK STEAKHOUSE - Purchase	\$50.00
00069752 BEST BUY 00015271 - Purch	\$179.94
00072170 TARGET 00002246 - Purch	\$17.14
00072408 OREILLY AUTO #3155 - Purchase	\$4.61
00073251 LETZ'S RADIO SUPPLY - Purchase	\$56.95
00073268 CRUM ELECTRIC SUPPLY C - Purch	\$85.90
00073458 EXXONMOBIL 47626544 - Purch	\$52.43
00073499 NORCO INC - Purchase	\$741.30
00072981 EXXONMOBIL 47626544 - Purch	\$59.08
00073212 EXPEDIA 7346992527032 - Purcha	\$275.20
00073612 EXXONMOBIL 47626544 - Purch	\$40.26
00073870 EXXONMOBIL 47626544 - Purch	\$33.91
00073961 BLM-NIFC FIRE CACHE - Purchase	\$267.27
00073992 COMMUNICATION TECHNOLO - Purch	\$487.00
00074008 BLIMPIE - Purchase	\$56.58
00074064 EXXONMOBIL 45948593 - Purch	\$58.36
00074074 CHICK-FIL-A #03335 - Purchase	\$25.34
00074137 BEST BUY 00015271 - Purch	\$419.95
00074147 STAPLES 00114181 - Purch	\$42.72
00074185 SAMSCLUB #6425 - Purchase	\$120.89
00074207 THE UPS STORE 2200 - Purchase	\$9.08

Bills & Claims

05/16/2018 to 06/05/2018

00074210 MURDOCH'S RANCH & HOME - Purch	\$47.22
00074285 ATLAS OFFICE PRODUCTS - Purcha	\$126.84
00074351 OPTICSPLANET, INC. - Purchase	\$244.38
00074388 ROASTED BEAN AND CUISI - Purch	\$96.72
00074397 EXXONMOBIL 47789409 - Purch	\$46.99
00074427 EXXONMOBIL 47626544 - Purch	\$8.33
00074478 PAYPAL IFLIGHTTECH - Purchase	\$233.00
00073514 SUTHERLANDS 2219 - Purchase	\$17.93
00073538 SUTHERLANDS 2219 - Purchase	\$83.99
00073578 KISTLER TENT AND AWNIN - Purch	\$80.00
00072260 INT IN CASPER SAFETY - Purcha	\$567.00
00069465 EXXONMOBIL 47626544 - Purch	\$40.00
00073607 BLOEDORN LUMBER CASPER - Purch	\$9.32
00073627 BLOEDORN LUMBER CASPER - Purch	\$29.47
00073631 MENARDS CASPER WY - Purchase	\$62.43
00073643 HARBOR FREIGHT TOOLS 3 - Purch	\$21.97
00073645 MENARDS CASPER WY - Purchase	\$64.87
00073648 IAAI - Purchase	\$730.00
00073686 ECMS - Purchase	\$903.40
00073703 INT IN FIRED UP RESCU - Purcha	\$774.00
00073703 INT IN FIRED UP RESCU - Purch	\$2,613.00
00073716 MURDOCH'S RANCH & HOME - Purch	\$79.98
00073734 INTERSTATE ALL BATTERY - Purch	\$137.95
00073744 ENTENMANN-ROVIN COMPAN - Purch	\$210.00
00073748 WAL-MART #1617 - Purchase	\$58.42
00073777 MURDOCH'S RANCH & HOME - Purch	\$18.84
00073832 NORCO INC - Purchase	\$668.66
00073843 WESTERN MEDICAL ASSOCI - Purch	\$2,585.00
00073856 ENTENMANN-ROVIN COMPAN - Purch	\$435.00
00073858 BARGREEN WYOMING 25 - Purchase	\$56.64
00073859 PIZZA RANCH CASPER - Purchase	\$83.84
00073874 LN CURTIS - Purchase	\$435.00
00073877 SERVPRO OF CASPER - Purchase	\$1,204.00
00073936 WAL-MART #3778 - Purchase	\$36.59
00073937 AMBI MAIL AND MARKETIN - Purch	\$79.00
00073989 EXXONMOBIL 48076160 - Purch	\$58.89
00074017 THE SUPPLY CACHE - Purchase	\$39.45
00074031 AUTOZONE #1294 - Purchase	\$44.08
00074068 SP TRACKIMO.COM GPS - Purcha	\$199.98
00074162 OHD, LLLP - Purchase	\$185.00
00074189 FEDEX 98236295 - Purchase	\$27.03
Subtotal for Cost Center Fire:	\$16,586.12
00074127 ATLAS OFFICE PRODUCTS - Purcha	\$16.79
00073367 E&F HOLDING CO. - Purchase	\$105.00
00073491 DECKER AUTO GLASS - Purchase	\$290.41

Bills & Claims

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00073535 WYO MACH/REPAIRS	\$909.99
00073535 WYO MACH/REPAIRS	\$1,243.24
00073535 WYOMING MACHINERY CO - Purchas	\$64.67
00073551 WYOMING MACHINERY CO - Purchas	\$213.39
00073805 NETWORK FLEET. INC. - Purchase	\$18.95
00073896 CMI-TECO - U-BOLTS NUT WASHER	\$214.84
00073907 WEAR PARTS INC - BOLTS	\$11.66
00073938 NAPA	\$14.49
00073938 BEARING BELTCHAIN00244 - Purch	\$244.97
00073940 STOTZ EQUIP-CASPER- - SEAL KIT	\$207.59
00073945 SQ SQ RENEY'S BG SER - Purch	\$108.00
00073950 INT IN ON THE HOOK LL - Purch	\$175.00
00073958 HOODS-REPAIRS	\$44.75
00073958 HOODS EQUIPMENT & SPRI - REPAI	\$80.08
00073977 DRIVE TRAIN CASPER - VALVE	\$152.91
00073981 CMI-TECO - Purchase	\$123.43
00073988 KELLYS ALIGNMENT AND B - Purch	\$98.00
00073990 HOSE & RUBBER SUPPLY C - Purch	\$51.78
00073996 DULTMEIER-LIDS/SEALS	\$45.70
00073996 DULTMEIER SALES LLC - PIMP/ENG	\$1,020.00
00074004 GREINER FORD LINCOLN O - Purch	\$54.76
00074011 STOTZ EQUIP-CASPER- - PIN FAST	\$20.24
00074015 CMI-TECO - Purchase	\$4,113.77
00074030 INT IN ENVIRO-CLEAN I - Purch	\$187.89
00074034 INLAND TRUCK PARTS - Purchase	\$357.50
00074038 STOTZ EQUIP-CASPER- - Purchase	\$31.12
00074044 STOTZ EQUIP-CASPER- - Purchase	\$657.14
00074077 HENSLEY BATTERY&ELEC - Purchas	\$42.72
00074101 GOODYEAR COMMERCIAL TI - Purch	\$1,283.68
00074105 GREINER FORD LINCOLN O - SWITC	\$19.52
00074110 C AND M AIR COOLED ENG - Purch	\$38.76
00074121 STOTZ EQUIP-CASPER- - Purchase	\$56.76
00074124 GOODYEAR COMMERCIAL TI - Purch	\$1,283.68
00074182 AMERI-TECH EQUIPMENT C - Purch	\$709.70
00074199 GREINER FORD LINCOLN O - Purch	\$37.14
00074216 SPENCER FLUID POWER - Purchase	\$1,006.00
00074223 GREINER FORD LINCOLN O - Credi	-\$34.98
00074227 BEARING BELTCHAIN00244 - Purch	\$845.63
00074242 CASPERTIRE/FLAT REPAIR	\$30.00
00074242 CASPER TIRE/FLAT REPAIR	\$15.00
00074242 CASPER TIRE 0000705 - TUBE INS	\$30.00
00074256 WHITES MOUNTAIN - Purchase	\$10.46
00074267 WHITES MOUNTAIN - Purchase	\$11.87
00073552 ABG COLLEGE PARK - Purchase	\$50.56
00073553 JACKS TRUCK AND EQUIPM - Purch	\$59.73
00073569 INLAND TRUCK PARTS - Purchase	\$256.52

Bills & Claims

05/16/2018 to 06/05/2018

00073573 CASPER MOUNTAIN MOTORS - Purch	\$4.98
00073584 CAR TUNES/HOME THEATER - Purch	\$148.00
00073589 REEDS AUTOMOTIVE AND C - Purch	\$128.00
00073598 NORCO INC SCRUBBS COM - Purcha	\$108.33
00073599 HONNEN EQUIPMENT 04 - Purchase	\$1,834.30
00073601 SAFETY KLEEN SYSTEMS B - Purch	\$373.28
00073610 GREINER FORD LINCOLN O - Purch	\$50.16
00073617 WYOMING MACHINERY CO - Purchas	\$244.37
00073640 BEARING BELTCHAIN00244 - Purch	\$1,840.39
00073644 GOODYEAR COMMERCIAL TI - Purch	\$1,085.57
00073651 HOSE & RUBBER SUPPLY C - Purch	\$4.61
00073657 HOSE & RUBBER SUPPLY C - Purch	\$496.86
00073674 HOSE & RUBBER SUPPLY C - Purch	\$90.01
00073711 GREINER FORD LINCOLN O - Purch	\$163.82
00073722 HONNEN EQUIPMENT 04 - Purchase	\$849.41
00073754 NORTHERN AZ WIND AND S - Purch	\$170.10
00073304 CAPITAL BUSINESS SYSTE - Purch	\$34.00
00073392 CASPER FIRE EXTINGUISH - Purch	\$581.26
00073580 HENSLEY BATTERY&ELEC - CLAMP	\$6.47
00073626 ALSICO INC. - Purchase	\$567.48
00073678 S&S CASPER- PARTS - Purchase	\$3,383.39
00073680 DRIVE TRAIN CASPER - Purchase	\$22.75
00073717 AMERIGAS PRODUCT - Purchas	\$42.73
00073740 SPARTANCHASSIS (APA) - Purchas	\$1,653.76
00073755 WW GRAINGER - Purchase	\$106.62
00073772 HOSE & RUBBER SUPPLY C - Purch	\$52.85
00073782 FIRE LINE - Purchase	\$282.96
00073793 HOSE & RUBBER SUPPLY C - Purch	\$18.59
00073795 CASPER TIRE 0000705 - FLAT TIR	\$30.00
00073801 STOTZ EQUIP-CASPER- - Purchase	\$121.02
00073814 HOSE & RUBBER SUPPLY C - Purch	\$8.65
00073818 HENSLEY BATTERY&ELEC - Purchas	\$133.66
00073830 WYOMING MACHINERY CO - Purchas	\$257.76
00073849 DRIVE TRAIN CASPER - Purchase	\$42.48
00073852 TITAN MACHINERY - GILL - Purch	\$138.74
00073853 JACKS TRUCK AND EQUIPM - Purch	\$141.36
00073863 GREINER FORD LINCOLN O - Purch	\$783.32
00073864 TITAN MACHINERY - GILL - Purch	\$571.37
00073868 GOODYEAR COMMERCIAL TI - Purch	\$688.26
00073875 GREINER FORD LINCOLN O - Purch	\$204.78
00073879 DAYTON TRANSMISSION LL - Purch	\$1,570.65
00073891 GREINER FORD LINCOLN O - Purch	\$38.12
00073898 WW GRAINGER - Purchase	\$110.76
00073902 GREINER FORD LINCOLN O - Purch	\$1,979.00
00073916 POWER EQUIPMENT CO CPR - Purch	\$2,697.09
00073928 HOSE & RUBBER SUPPLY C - Purch	\$20.03

Bills & Claims

05/16/2018 to 06/05/2018

00072183 ALSCO INC. - Purchase	\$588.28
00072562 OIL CITY HARLEY-CLUTCH	\$1,003.92
00072562 OIL CITY HARLEY-INVOICE CORREC	\$0.02
00072562 OIL CITY HARLEY-INVOICE CORREC	-\$0.04
00072562 OIL CITY HARLEY DAVIDS - R&R S	\$670.62
00072562 OIL CITY HARLEY-SERVICE	\$533.54
00072562 OIL CITY HARLEY-SERVCE & REPAI	\$1,053.64
00072699 VZWRLSS MY VZ VB P - Purchase	\$22.50
00073063 SEWER EQUIPMENT - Purchase	\$1,988.85
00073445 HENSLEY BATTERY&ELEC - Purchas	\$56.78
00073446 PRECISION KNIFE-SHARPEN KNIVES	\$140.58
00073446 PRECISION KNIFE & TOOL - SHARP	\$329.25
00073463 CASPER TIRE 0000705 - Purchase	\$15.00
00073464 STOTZ EQUIP-CASPER- - Purchase	\$15.36
00073533 RR PRODUCTS INC - Purchase	\$1,354.25
Subtotal for Cost Center Fleet Maintenance:	\$48,285.46
00073913 PAYPAL COLOWYOMUS - Purchase	\$20.00
00074084 INTUIT IN PEDENS INC - Purch	\$266.00
00073854 BAR D SIGNS INC - Purchase	\$69.10
00073451 SUTHERLANDS 2219 - Purchase	\$20.98
Subtotal for Cost Center Fort Caspar:	\$376.08
00073557 USPS PO 5762700491 - Purchase	\$18.90
00073867 INDEPENDENT PUBLISHERS - Purch	\$226.41
Subtotal for Cost Center General - Fort Caspar:	\$245.31
00074405 TOWNSQ MEDIA CASPER - Purchase	\$969.00
00074514 CHARTER COMM - Purchase	\$135.23
00074527 VZWRLSS MY VZ VB P - Purchase	\$80.02
00073559 MOUNTAIN WEST TECH - Purchase	\$49.95
00073634 BRECK MEDIA GROUP - Purchase	\$500.00
00073713 NORCO INC - Purchase	\$146.48
00073727 WEAR PARTS INC - Purchase	\$10.55
00073742 SUTHERLANDS 2219 - Purchase	\$41.92
00073276 CASPER STAR TRIBUNE - LEGAL AD	\$125.68
00073846 CPS DISTRIBUTORS INC C - Purch	\$28.62
00073882 BAILEYS ACE HDWE - Purchase	\$7.98
00074104 BESTWAY FIRESTONE - Purchase	\$1,530.75
00072437 R & R REST STOPS - Purchase	\$378.00
00073484 MIDLAND IMPLEMENT CO - Purchas	\$36.84
00073532 FACEBK FDEZPFWJH2 - Purchase	\$4.57
00073546 FACEBK DEAYNF6KH2 - Purchase	\$37.41
Subtotal for Cost Center Golf Course:	\$4,083.00
00071670 SNOW MACHINES INC - Purchase	\$1,316.00

Bills & Claims

05/16/2018 to 06/05/2018

00073650 WW GRAINGER - Purchase	\$19.14
00073724 THE HOME DEPOT #6001 - Purchas	\$11.64
00073903 CASPER EVENTS CENTER - Purchas	\$2,800.00
00073924 WW GRAINGER - Purchase	\$14.88
00073941 KCWY TV - Purchase	\$420.00
00074039 CPU IIT - Purchase	\$74.94
00074045 NBF NATL BIZ FURNITURE - Purch	\$607.42
00074069 MOUNTAIN WEST TECH - Purchase	\$49.95
00074092 THE HOME DEPOT #6001 - Purchas	\$57.95
00072515 FREMONT BROADCASTING I - Purch	\$2,500.00
00072721 FREMONT BROADCASTING I - Credi	-\$1,000.00
00073432 THE HOME DEPOT #6001 - Purchas	\$43.94
Subtotal for Cost Center Hogadon:	\$6,915.86
00074262 STERLING BACKCHECK - Purchase	\$2,396.44
00074276 DOUGH ENTERPRISES LLC - Purcha	\$11.00
00074314 PARTY AMERICA CASPER # - Purch	\$13.99
00073697 INTUIT IN PEDENS INC - Purch	\$60.00
00073857 USPS PO 5715580945 - Purchase	\$6.70
00073994 INT IN POWDER RIVER S - Purch	\$80.00
00074036 DOUGH ENTERPRISES LLC - Purcha	\$6.00
Subtotal for Cost Center Human Resources:	\$2,574.13
00073995 SQUARE SQ PAPA JOHNS - Purch	\$206.71
00074007 ALTITUDE PRINTING - Purchase	\$96.00
00074056 SAMSCLUB #6425 - Purchase	\$67.96
00074081 SAMS CLUB #6425 - Purchase	\$56.47
00074103 SAMSCLUB #6425 - Purchase	\$73.80
00073861 FARMER BROTHERS COFFEE - Purch	\$115.85
00073872 SNOW CREST CHEMICALS - Purchas	\$360.00
00073908 WEAR PARTS INC - Purchase	\$68.00
00073556 VISTAR ROCKY MOUNTAIN - Purcha	\$57.65
00073721 SAMSCLUB #6425 - Purchase	\$69.78
00073723 BECKER ARENA PRODUCTS - Purcha	\$179.66
00073732 SAMS CLUB #6425 - Purchase	\$36.90
00073751 SAMSCLUB #6425 - Purchase	\$39.96
00073769 PARTY AMERICA CASPER # - Purch	\$20.93
00073987 SAMS CLUB #6425 - Purchase	\$86.66
00072985 SNOW CREST CHEMICALS - Purchas	\$720.00
00073113 WEAR PARTS INC - Purchase	\$152.73
00073133 CASPER FIRE EXTINGUISH - Purch	\$126.75
00073287 FARMER BROTHERS COFFEE - Purch	\$58.25
00073539 CASPER RECREATIONAL LE - Purch	\$250.00
Subtotal for Cost Center Ice Arena:	\$2,844.06
00074160 CPU IIT - Purchase	\$128.00

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Subtotal for Cost Center Information Services: \$128.00

00074165 INT IN RESERVOIRS ENV - Purch	\$80.00
00073444 FEDEX 805012216491 - Purchase	\$12.90

Subtotal for Cost Center Life Steps Campus: \$92.90

00073736 VZWRLSS APOCC VISB - Purchase	\$621.21
00074047 WESTSIDE ANIMAL HOSPIT - Purch	\$600.27
00073743 WESTSIDE ANIMAL HOSPIT - Purch	\$745.13
00073805 NETWORK FLEET. INC. - Purchase	\$151.60
00073756 NOLAND FEED - Purchase	\$868.96
00073764 KELLY PRODUCTS - Purchase	\$468.95
00073786 COMMUNICATION TECHNOLO - Purch	\$51.50
00073838 UW CASHIER OFFICE - Purchase	\$18.21
00073955 WAL-MART #1617 - Purchase	\$30.58

Subtotal for Cost Center Metro Animal: \$3,556.41

00073671 INT IN POWDER RIVER S - Purch	\$21.00
00073675 TOP OFFICE PRODUCTS IN - Purch	\$38.00
00073439 ATLAS OFFICE PRODUCTS - Purcha	\$133.75
00073662 TOP OFFICE PRODUCTS IN - Purch	\$38.00

Subtotal for Cost Center Municipal Court: \$230.75

00074122 R & R REST STOPS - Purchase	\$7,712.50
00074152 CASPER STAR TRIBUNE - Purchase	\$362.18
00074180 AMAZON.COM AMZN.COM/BI - Purch	\$90.37
00074228 USPS PO 5715580945 - Purchase	\$50.00
00074231 AMAZON MKTPLACE PMTS - Purchas	\$14.74
00074245 MIRACLE RECREATION - Purchase	\$44.81
00073805 NETWORK FLEET. INC. - Purchase	\$145.75
00073666 DBC IRRIGATION SUPPLY - Purcha	\$2,479.04
00073731 ATLAS REPRODUCTION INC - Purch	\$13.00
00073770 WEAR PARTS INC - Purchase	\$50.17
00073404 CASPER STAR TRIBUNE - Purchase	\$144.60
00073885 BIG LOTS STORES - #444 - Purch	\$40.00
00073915 SQU SQ BLUE RIDGE COF - Purch	\$40.16
00074032 WAL-MART #1617 - Purchase	\$55.86
00074063 VZWRLSS IVR VB - Purchase	\$40.01
00074093 BLOEDORN LUMBER CASPER - Purch	\$10.48
00071726 CPS DISTRIBUTORS INC C - Purch	\$100.66
00072645 THE HOME DEPOT #6001 - Credit	-\$99.00
00072675 THE HOME DEPOT #6001 - Purchas	\$28.37
00072699 VZWRLSS MY VZ VB P - Purchase	\$146.30
00073082 BESTWAY FIRESTONE - Purchase	\$3,526.02
00073328 CRESCENT ELECTRIC 103 - Credit	-\$22.83
00073329 CRESCENT ELECTRIC 103 - Purcha	\$52.82

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00073466 AMAZON MKTPLACE PMTS - Purchas	\$24.50
00073494 MENARDS CASPER WY - Purchase	\$16.99
00073519 THE HOME DEPOT #6001 - Purchas	\$39.96
00073524 CASPER CONTRACTORS SUP - Purch	\$16.05
Subtotal for Cost Center Parks:	\$15,123.51
00073976 DENNIS SUPPLY COMPANY - Purcha	\$2,289.26
Subtotal for Cost Center Perpetual Care:	\$2,289.26
00074125 HAMPTON INNS - Purchase	\$93.00
00074439 CASPER STAR TRIBUNE - Purchase	\$56.12
00074143 SAMS CLUB #6425 - Purchase	\$33.88
00074306 CPU IIT - Purchase	\$25.99
00074087 STAPLES 00114181 - Purch	\$37.77
00074134 MERBACK AWARDS COMPANY - Purch	\$218.10
00073715 RICOH USA, INC - Purchase	\$274.84
00073953 INTUIT IN PEDENS INC - Purch	\$315.00
00074046 HAMPTON INNS - Purchase	\$93.00
00074065 HAMPTON INNS - Purchase	\$93.00
00074066 HAMPTON INNS - Purchase	\$93.00
00074106 HAMPTON INNS - Purchase	\$93.00
00072017 SUTHERLANDS 2219 - Purchase	\$1,033.28
Subtotal for Cost Center Planning:	\$2,459.98
00072806 RACCAS PIZZERIA NAPOLE - Purch	\$29.68
00072808 SQUARE SQ SMKN - Purcha	\$28.25
00072931 THE OLIVE GARD00018283 - Purch	\$7.65
00073009 COURTYARD BY MARRIOTT - Purcha	\$204.74
00074144 B & B RUBBER STAMP SHO - Purch	\$54.95
00072631 DAYS INN 4479 - Purchase	\$483.96
00072758 PAPPASITO'S #641 Q80 - Purchas	\$19.47
00072845 UNITED 01626078945960 - Pur	\$25.00
00072935 PUBLIX #1125 - Purchase	\$7.07
00072951 VINO'S PIZZA - Purchase	\$30.00
00072974 SEASONS OF JAPAN - Purchase	\$15.00
00072990 CHICK-FIL-A #01640 - Purchase	\$10.05
00073214 APPLEBEE'S NEI98693575 - Purch	\$17.00
00073327 MAGGIANOS JACKSONVILLE - Purch	\$25.00
00073090 1505 JCS JACKSONVILLE - Purcha	\$41.00
00073126 FRESH - MEX & CO - Purchase	\$17.00
00073147 SHELL OIL 509438000QPS - Purch	\$19.49
00073161 BARNACLE BILLS SEA FOO - Purch	\$15.00
00073204 VINO'S PIZZA - Purchase	\$25.66
00073237 COPELAND'S OF NEW ORLE - Purch	\$29.00
00073260 CRACKER BARREL #341 JA - Purch	\$12.00
00073273 APPLEBEE'S NEI98693575 - Purch	\$36.00

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00073333 SQUARE SQ SMKN - Purcha	\$24.43
00073343 FRG: FIREHOUSE SUB - Purchase	\$9.08
00073413 CRACKER BARREL #341 JA - Purch	\$12.00
00073459 THRIFTY CAR RENTAL - Purchase	\$643.59
00073493 SAFE HARBOR SEAFOOD RE - Purch	\$13.91
00073495 FOGO DE CHAO JACKSONVI - Purch	\$45.00
00073515 MARATHON PETRO69393 - Purchase	\$21.89
00073380 CPU IIT - Purchase	\$368.00
00073909 ARBYS 6315 - Purchase	\$6.32
00074123 SIRCHIE FINGER PRINT L - Purch	\$439.48
00074131 OUTBACK STEAKHOUSE - 5 - Purch	\$13.49
00074163 DIAMOND HORSESHOE REST - Purch	\$12.90
00074173 VZWRLSS IVR VB - Purchase	\$960.28
00074176 ATLAS REPRODUCTION INC - Purch	\$102.58
00074186 CHEYENNE LITTLE AMER - Purcha	\$42.57
00074188 VZWRLSS IVR VB - Purchase	\$972.91
00074201 MR JIMS PIZZA 110 - MO - Purch	\$18.24
00074206 RICOH USA, INC - Purchase	\$85.86
00074229 MR JIMS PIZZA 110 - MO - Purch	\$16.00
00074263 CHILI'S #912 - Purchase	\$18.00
00074281 E&F HOLDING CO. - Purchase	\$150.00
00074298 CHEYENNE LITTLE AMER - Purcha	\$30.58
00074322 OUTBACK STEAKHOUSE - 5 - Purch	\$27.28
00074323 CHEYENNE LITTLE AM F&B - Purch	\$12.00
00074343 GALLS - Purchase	\$753.01
00074358 GOOD FRIEND RESTAURANT - Purch	\$15.00
00074394 CHEYENNE LITTLE AM F&B - Purch	\$15.59
00074406 CHEYENNE LITTLE AM F&B - Purch	\$15.00
00074412 TJ SPORTS & FIRST RESP - Purch	\$1,350.92
00074425 CHEYENNE LITTLE AMER - Purcha	\$40.70
00073461 CHILI'S JAX - Purchase	\$22.00
00073501 HAMPTON INNS - Purchase	\$1,366.17
00073525 UNITED 01626087258983 - Pur	\$25.00
00074021 CASPER STAR TRIBUNE - Purchase	\$732.40
00074022 EXXONMOBIL 47737010 - Purch	\$20.66
00074026 AMAZON MKTPLACE PMTS W - Purch	\$112.95
00074029 HOBBY-LOBBY #0233 - Purchase	\$37.72
00074037 CHIPOTLE 1014 - Purchase	\$16.17
00074041 AMAZON MKTPLACE PMTS - Purcha	\$47.48
00074042 DLX FOR BUSINESS - Purchase	\$209.08
00073699 SIRCHIE FINGER PRINT L - Purch	\$1,322.29
00073720 AMAZON MKTPLACE PMTS - Purcha	\$68.98
00073729 AMAZON MKTPLACE PMTS W - Purch	\$155.96
00073741 THE HOME DEPOT #6001 - Purcha	\$18.62
00073790 SIRCHIE FINGER PRINT L - Purch	\$216.40
00073947 BEST BUY 00015271 - Purch	\$136.49

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00073954 HOTELS.COM145840548335 - Credi	-\$431.85
00073964 AMAZON MKTPLACE PMTS - Purchas	\$37.40
00073970 BEST BUY 00015271 - Credi	-\$6.55
00074000 AMAZON MKTPLACE PMTS - Purchas	\$199.50
00074001 AMAZON MKTPLACE PMTS W - Purch	\$206.76
00074013 AMAZON MKTPLACE PMTS W - Purch	\$612.67
00074501 USPS KIOSK 1424189555 - Purcha	\$15.00
00070402 AMERICAN 00121743758242 - Pur	\$310.00
00072176 HARRAH'S RESRVATIONS - Purchas	\$84.36
00072565 MAVERIK #579 - Purchase	\$53.21
00072684 UNITED 01626078290152 - Pur	\$25.00
00073184 MARRIOTT KINGSGATE - Purchase	\$1,122.80
00073203 UNITED 01626082052685 - Pur	\$25.00
00073288 SMOKEHOUSE BBQ ZR - Purchase	\$23.98
00073297 UNITED 01626084303480 - Pur	\$25.00
00073323 SMOKEHOUSE BBQ ZR - Purchase	\$22.66
00073356 UNITED 01626084651811 - Pur	\$25.00
00073382 CHIEF SUPPLY CRM - Credit	-\$46.58
00073393 WINNING STREAKS - Purchase	\$16.76
00073402 WINNING STREAKS - Purchase	\$15.90
00073418 WINNING STREAKS - Purchase	\$12.75
00073421 SPORTSMANS WAREHOUSE 1 - Purch	\$21.98
00073433 WINNING STREAKS - Purchase	\$15.90
00073450 WINNING STREAKS - Purchase	\$14.51
00073472 PHILLIPS 66 - KCI CAR - Purcha	\$10.00
00073480 UNITED 01626086161792 - Pur	\$25.00
00073490 UNITED 01626086175162 - Pur	\$25.00
00073496 STARBUCKS C POST MCI - Purchas	\$9.87
00073505 WINNING STREAKS - Purchase	\$16.43
00073507 JACK STACK BBQ FH - Purchase	\$29.00
00073521 HARRAH'S N KANSAS CITY - Purch	\$241.13
00073665 ACE PAYLESS RENT A CAR - Purch	\$211.97
00073759 LAFAYETTE INSTRUMENT C - Purch	\$496.75
00073761 AT&T BILL PAYMENT - Purchase	\$5,156.97
00073763 INT IN JOHNSON ROBERT - Purch	\$169.00
00073768 COCA COLA BOTTLING CO - Purcha	\$105.00
00073778 FEDEX 98130311 - Purchase	\$46.75
00073781 MOUNTAIN STATES LITHOG - Purch	\$270.74
00073784 LITTLE CAESARS 1989 00 - Purch	\$75.90
00073789 TJ SPORTS & FIRST RESP - Purch	\$795.87
00073807 TLO TRANSUNION - Purchase	\$230.05
00073808 TJ SPORTS & FIRST RESP - Purch	\$360.00
00073816 INT IN JERRY POST, PS - Purch	\$3,200.00
00073822 VOIANCE LLC - Purchase	\$22.47
00073828 THE HOME DEPOT #6001 - Purchas	\$52.37
00073835 ATLAS REPRODUCTION INC - Purch	\$74.39

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00073871 SOURCE OFFICE - VITAL - Purcha	\$251.49
00073880 4IMPRINT - Purchase	\$271.03
00073887 E&F HOLDING CO. - Purchase	\$120.00
00073217 UNITED 01626082053794 - Pur	\$25.00
00073342 CHICK-FIL-A - Purchase	\$10.21
00073352 LITTLE CAESARS #3154 - Purchas	\$16.29
00073368 UNITED 01626084777310 - Pur	\$25.00
00073394 INT IN POWDER RIVER S - Purch	\$72.50
00073452 RICOH USA, INC - Purchase	\$45.00
00073453 HOLIDAY INN EXPRESS & - Purcha	\$292.12
00073498 GROWLERS TAPHOUSE - Purchase	\$59.00
00073576 UNITED 01626088888200 - Pur	\$25.00
00073595 CREATIVE FOOD GROUP TU - Purch	\$17.38
00073603 CNCIA PARKING - Purchase	\$40.00
00073567 DRIVERS LICENSE GUIDE - Purcha	\$43.90
00073572 UBER TRIP FJ2OY - Credit	-\$17.71
00073587 UBER TRIP SUC6N - Credit	-\$14.16
00073588 UBER TRIP OA5IP - Credit	-\$5.00
00073636 RESPOND FIRST AID OF W - Purch	\$98.78
00073771 NAFA FLEET MGMT ASSOC - Purcha	\$100.00
00073216 UBER TRIP OA5IP - Purchase	\$5.00
00074054 GALLS - Purchase	\$1,249.91
00074059 AMAZON.COM AMZN.COM/BI - Purch	\$13.60
00074075 AMAZON.COM AMZN.COM/BI - Purch	\$45.98
00074076 AMAZON MKTPLACE PMTS - Purchas	\$22.72
00074094 AMAZON MKTPLACE PMTS - Purchas	\$48.00
00074098 SOURCE OFFICE - VITAL - Purcha	\$750.13
00074099 MWW MONSTER.COM - Purchase	\$299.00
00074102 R & R REST STOPS - Purchase	\$156.92
00072093 SHELL OIL 57443811104 - Purcha	\$20.00
00072958 HOTELS.COM147284708418 - Purch	\$353.99
00073144 UBER TRIP FJ2OY - Purchase	\$17.71
00073201 UBER TRIP FJ2OY - Purchase	\$5.00
00073233 UBER TRIP SUC6N - Purchase	\$14.16
00073341 MCDONALD'S F7611 - Purchase	\$7.39
00073375 LANDER BAKE SHOP - Purchase	\$9.38
00073390 TONY'S PIZZA - Purchase	\$22.64
00073435 BAILEYS ACE HDWE - Purchase	\$14.36
00073506 LOVE S COUNTRY00002204 - Purch	\$14.82
00073534 SPF45 - Purchase	\$30.89
00073547 WESTERN WYOMING LOCK & - Purch	\$10.00
Subtotal for Cost Center Police:	\$30,511.20
00072898 SHERATON DALLAS DINING - Purch	\$10.96
00072943 KIST HEART KITCHEN - Purchase	\$7.77
00072968 SOL IRLANDES - Purchase	\$20.32

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00073025 MURPHYS DELI - COMERIC - Purch	\$13.16
00073047 BAKERS RIBS DOWNTOWN - Purchas	\$17.10
00073130 CHICK-FIL-A 80626 - Purchase	\$4.28
00073206 CHICK-FIL-A - Purchase	\$10.21
00073239 SHERATON DALLAS DINING - Purch	\$24.84
00074188 VZWRLSS IVR VB - Purchase	\$80.02
00074250 DAYS INNS/DAYSTOP - Credit	-\$5.44
00073919 DAYS INNS/DAYSTOP - Purchase	\$65.40
00072802 UNITED 01626078937932 - Pur	\$25.00
00072840 SHERATON DALLAS DINING - Purch	\$20.02
00072868 TWISTED ROOT BURGER CO - Purch	\$17.31
00072879 PHILLY TOWN - Purchase	\$12.77
00073810 WAL-MART #1617 - Purchase	\$84.86
00072718 DENVER AIRPORT ENTERPR - Purch	\$11.86
00072794 LYFT RIDE MON 7PM - Purchas	\$11.94
00072811 UNITED 01626078817893 - Pur	\$25.00
00072819 LYFT RIDE MON 5PM - Purchas	\$2.05
00072827 SUSHIYAA 2 - Purchase	\$11.70
00072834 TWISTED ROOT BURGER CO - Purch	\$18.92
00072844 SHERATON DALLAS DINING - Purch	\$18.52
00072861 LYFT RIDE MON 5PM - Purchas	\$13.20
00072875 CITY WOK - Purchase	\$11.34
00072895 LYFT RIDE MON 7PM - Purchas	\$2.00
00072915 LYFT RIDE TUE 4PM - Purchas	\$5.04
00072917 SHERATON DALLAS DINING - Purch	\$9.20
00072937 SOL IRLANDES - Purchase	\$15.16
00072961 MURPHYS DELI - COMERIC - Purch	\$10.15
00072980 BAKERS RIBS DOWNTOWN - Purchas	\$17.10
00072983 MURPHYS DELI - COMERIC - Purch	\$9.40
00073022 LYFT RIDE WED 6PM - Purchas	\$7.87
00073023 LYFT RIDE WED 5PM - Purchas	\$17.65
00073046 LYFT RIDE WED 7PM - Purchas	\$7.96
00073049 LYFT RIDE WED 4PM - Purchas	\$22.91
00073073 LYFT RIDE WED 9PM - Purchas	\$7.17
00073132 MCDONALD'S F13573 - Purchase	\$5.78
00073145 UNITED 01626081352836 - Pur	\$25.00
00073222 SHERATON DALLAS - Purchase	\$714.64
00073235 UNITED 01626081345965 - Pur	\$25.00
00073767 MOUNTAIN STATES LITHOG - Purch	\$485.56
00072733 MCDONALD'S F13573 - Purchase	\$8.27
00072795 UNITED 01626078946796 - Pur	\$25.00
00072833 SHERATON DALLAS DINING - Purch	\$19.88
00072864 TWISTED ROOT BURGER CO - Purch	\$13.00
00072877 POBLANOS - Purchase	\$10.11
00072891 SOL IRLANDES - Purchase	\$22.49
00072956 POBLANOS - Purchase	\$10.11

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00073017 BAKERS RIBS DOWNTOWN - Purchas	\$18.10
00073040 MURPHYS DELI - COMERIC - Purch	\$10.80
00073141 CHICK-FIL-A - Purchase	\$10.21
00073189 UNITED 01626081348253 - Pur	\$25.00
00073200 SHERATON DALLAS DINING - Purch	\$24.84
00072751 EXXONMOBIL 48244057 - Purch	\$21.54
00072777 ALLSUPS #370 - Purchase	\$29.05
00072793 PAPPADEAUX SEAFOOD KIT - Purch	\$32.01
00072818 SHERATON DALLAS DINING - Purch	\$15.00
00072830 SHERATON DALLAS DINING - Purch	\$21.24
00072860 SUSHI ONE - Purchase	\$9.76
00072916 KIST HEART KITCHEN - Purchase	\$8.65
00072932 SHERATON DALLAS DINING - Purch	\$18.00
00072973 PRESS BOX GRILL - Purchase	\$27.65
00073001 THE RUSTIC - Purchase	\$30.87
00073013 PENFIELD'S OFFICE #04 - Purcha	\$16.24
00073036 MURPHYS DELI - COMERIC - Purch	\$9.18
00073120 SUSHIYAA 2 - Purchase	\$21.04
00073194 SHERATON DALLAS - Purchase	\$757.96
00073281 PILOT 00009209 - Purch	\$32.81
00073293 TONKAWA TRAVEL CENTE - Purchas	\$36.40
00073363 LOVE S COUNTRY00002204 - Purch	\$20.02
00074114 RAMKOTA HOTEL AND CONF - Purch	\$11,163.89
00072685 SHELL OIL 57444248702 - Purcha	\$25.80
00072306 WM SUPERCENTER #1617 - Purchas	\$13.70
00072315 SUPERSHUTTLE EXECUCARD - Purch	\$127.44
00072340 SUPERSHUTTLE EXECUCARD - Purch	\$127.44
00072803 UNITED 01626078910993 - Pur	\$25.00
00072836 SHERATON DALLAS DINING - Purch	\$10.22
00072867 PAPPADEAUX SEAFOOD KIT - Purch	\$38.90
00072878 SUSHI ONE - Purchase	\$7.73
00072882 AVIATOR'S BBQ - Purchase	\$20.20
00072948 SUSHIYAA 2 - Purchase	\$11.18
00072995 SUSHIYAA 2 - Purchase	\$13.33
00073012 THE RUSTIC - Purchase	\$29.93
00073095 UNITED 01626081039800 - Pur	\$25.00
00073102 JAMBA JUICE - Purchase	\$6.52
00073109 TORTACO-ROSS - Purchase	\$22.40
00073121 CHICK-FIL-A 80626 - Purchase	\$8.88
00073153 SHERATON DALLAS - Purchase	\$714.64
00073183 SHERATON DALLAS - Purchase	\$714.64
Subtotal for Cost Center Police Grants:	\$16,332.77
00073360 NORCO INC - Purchase	\$80.14
00073904 WM SUPERCENTER #3778 - Purchas	\$48.66
00074003 NATIONALGYM SUPPLY - Purchase	\$223.78

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00074040 MARTIN-RAY LAUNDRY SYS - Credi	-\$20.81
00074082 CHEAPESTEEES.COM - Purchase	\$306.94
00074184 RICOH USA, INC - Purchase	\$33.34
00074184 RICOH USA, INC - Purchase	\$30.00
00074184 RICOH USA, INC - Purchase	\$33.34
00074316 NATIONAL RECREATION & - Purcha	\$650.00
00073745 AMAZON MKTPLACE PMTS - Purchas	\$129.95
00073812 VISION GRAPHICS - Purchase	\$1,244.55
00073844 HARBOR FREIGHT TOOLS 3 - Purch	\$39.99
00074249 NORCO INC - Purchase	\$186.91
00073987 SAMS CLUB #6425 - Purchase	\$43.33
00073993 Amazon.com - Purchase	\$31.22
00073619 WM SUPERCENTER #1617 - Purchas	\$35.45
00073663 FIELDTEX PRODUCTS, INC - Purch	\$298.80
00073673 DOLLAR TREE - Purchase	\$34.00
00073673 DOLLAR TREE - Purchase	\$11.00
00073806 STAPLES 00114181 - Purch	\$5.77
00073817 AMAZON MKTPLACE PMTS - Purchas	\$21.00
00073817 AMAZON MKTPLACE PMTS - Purchas	\$21.00
00073965 SAMS CLUB #6425 - Purchase	\$14.48
00073987 SAMS CLUB #6425 - Purchase	\$86.66
00073987 SAMS CLUB #6425 - Purchase	\$43.35
Subtotal for Cost Center Recreation:	\$3,632.85
00074238 CMI-TECO - Purchase	\$306.16
00074240 CMI-TECO - Purchase	\$90.00
00074244 CMI-TECO - Purchase	\$692.25
00074258 CMI-TECO - Purchase	\$424.90
00074273 CMI-TECO - Purchase	\$549.02
00074274 CMI-TECO - Purchase	\$1,548.64
00074277 CMI-TECO - Purchase	\$352.61
00074286 CMI-TECO - Purchase	\$1,633.70
00074289 CMI-TECO - Purchase	\$3,343.32
00073922 BAILEYS ACE HDWE - Purchase	\$16.17
00073960 SAFETY VISION - Purchase	\$1,950.85
00073966 PTI PEAKTECH TELPAR - Purchase	\$123.20
00074010 WEAR PARTS INC - Purchase	\$76.75
00074052 HOSE & RUBBER SUPPLY C - Purch	\$31.44
00074080 WEAR PARTS INC - Purchase	\$65.97
00074128 WEAR PARTS INC - Credit	-\$76.75
00074202 CASPER TIRE 0000705 - Purchase	\$35.00
00074266 WM SUPERCENTER #1617 - Purchas	\$25.43
00074290 CMI-TECO - Purchase	\$1,281.23
00074344 NORCO INC - Purchase	\$331.02
00074350 CASPER TIRE 0000705 - Purchase	\$35.00
00074408 CASPER TIRE 0000705 - Purchase	\$45.00

Bills & Claims

05/16/2018 to 06/05/2018

00072446 BAILEYS ACE HDWE - Purchase	\$60.98
00073658 SAMS CLUB #6425 - Purchase	\$133.78
00073692 WYOMING STEEL AND RECY - Purch	\$5,531.40
00073694 WYOMING STEEL AND RECY - Purch	\$4,192.20
00073705 BARGREEN ELLINGSON #23 - Purch	\$47.95
00073708 CASPER TIRE 0000705 - Purchase	\$15.00
00073747 BARGREEN ELLINGSON #23 - Purch	\$27.00
00073802 CONOCO - HOMAX OIL SAL - Credi	-\$147.66
00073820 BARGREEN WYOMING 25 - Purchase	\$21.31
00073834 CONOCO - HOMAX OIL SAL - Credi	-\$155.49
00073883 WYOMING STEEL AND RECY - Purch	\$5,788.80
00073905 E&F HOLDING CO. - Purchase	\$350.00
00073805 NETWORK FLEET. INC. - Purchase	\$547.60
Subtotal for Cost Center Refuse Collection:	\$29,293.78

00074269 SUTHERLANDS 2219 - Purchase	\$17.25
00074364 CASPER CONTRACTORS SUP - Purch	\$407.02
00074383 MENARDS CASPER WY - Purchase	\$9.99
00074418 CASPER FIRE EXTINGUISH - Purch	\$132.47
00074430 ATLAS REPRODUCTION INC - Purch	\$48.00
00074445 AUTOZONE #1294 - Purchase	\$60.98
00074458 INT IN NEVEREST EQUIP - Purch	\$1,322.88
00074460 BNSF-required training Mckinle	\$23.00
00074012 OREILLY AUTO #2746 - Purchase	\$12.98
00074023 BAILEYS ACE HDWE - Purchase	\$19.99
00074220 CRETEX CONCRETE PRODUC - Purch	\$424.80
00073638 MOUNTAIN STATES LITHOG - Purch	\$64.95
00073670 FEDEX 780765179845 - Purchase	\$35.97
00073691 INTUIT IN NANIA INC - Purcha	\$250.00
00073701 CASPER CONTRACTORS SUP - Purch	\$28.06
00073719 PROBUILD N #920 - Purchase	\$152.88
00073725 INT IN PIPELOGIX INC - Purcha	\$2,500.00
00073773 NORCO INC - Purchase	\$25.08
00073848 INT IN NEVEREST EQUIP - Purch	\$312.90
00073910 WATERWORKS IND 2697 - Purchase	\$25.49
00073914 CASPER CONTRACTORS SUP - Purch	\$13.80
00073805 NETWORK FLEET. INC. - Purchase	\$18.95
00073634 BRECK MEDIA GROUP - Purchase	\$249.00
00073689 CASPER STAR TRIBUNE - Purchase	\$245.76
00073927 TOWNSQ MEDIA CASPER - Purchase	\$1,300.00
00073927 TOWNSQ MEDIA CASPER - Purchase	\$330.00
00072307 TOWNSQ MEDIA CASPER - Purchase	\$165.00
00072329 99DESIGNS.COM CONTESTS - Purch	\$400.00
00072699 VZWRLSS MY VZ VB P - Purchase	\$22.50
00073546 FACEBK DEAYNF6KH2 - Purchase	\$23.09
Subtotal for Cost Center Sewer:	\$8,642.79

Bills & Claims

05/16/2018 to 06/05/2018

00072992 PILOT	00007591 - Purch	\$7.65
00073008 PILOT	00007591 - Purch	\$100.00
00073140 CHEYENNE FRFLDINN STES	- Purch	\$102.30
00073178 UNITED	01626082836475 - Pur	\$25.00
00073192 WENDY'S #11251	- Purchase	\$10.31
00073199 I-25 PIT STOP	- Purchase	\$100.00
00073218 CHILI'S LARKRIDGE	- Purchase	\$47.21
00073234 CHEYENNE FRFLDINN STES	- Purch	\$102.30
00073252 CHILIS SOUTHEAST NAPLE	- Purch	\$11.97
00073270 CHILIS SOUTHEAST NAPLE	- Purch	\$18.95
00073292 PALUMBO'S PIZZERIA	- Purchase	\$18.91
00073306 SHELL OIL 575424870QPS	- Purch	\$7.09
00073371 PALUMBO'S PIZZERIA	- Purchase	\$20.22
00073381 SHELL OIL 575424870QPS	- Purch	\$8.88
00073397 MARATHON PETRO169078	- Purchas	\$37.53
00073403 CHILIS SOUTHEAST NAPLE	- Purch	\$19.35
00073412 SHELL OIL 575424870QPS	- Purch	\$8.35
00073455 TACO BELL #24563	- Purchase	\$8.76
00073475 SHELL OIL 575424870QPS	- Purch	\$13.29
00073486 TACO BELL #24563	- Purchase	\$9.60
00073503 CHEVRON 0047721	- Purchase	\$40.00
00073517 CHILIS SOUTHEAST NAPLE	- Purch	\$19.35
00073518 SHELL OIL 575425146QPS	- Purch	\$5.39
00073528 SHELL OIL 575424870QPS	- Purch	\$6.02
00073531 DUNKIN #350697 Q35	- Purchase	\$5.80
00073544 ENTERPRISE RENT-A-CAR	- Purcha	\$207.44
00073564 CHICK-FIL-A	- Purchase	\$8.64
00073581 HOLIDAY INN EXPRESS NA	- Purch	\$1,226.46
00073613 UNITED	01626088527674 - Pur	\$25.00
Subtotal for Cost Center Special Assistance:		\$2,221.77
00074353 CPU IIT	- Purchase	\$489.00
00074390 VZWRLSS IVR VB	- Purchase	\$20.03
00074404 GRAINGER	- Purchase	\$235.90
00074443 MENARDS CASPER WY	- Purchase	\$33.58
00074155 HARBOR FREIGHT TOOLS 3	- Purch	\$26.96
00074203 CASPER CONTRACTORS SUP	- Purch	\$145.00
00074257 WEAR PARTS INC	- Purchase	\$114.11
00073811 GRACO	- Purchase	\$250.00
00073824 WEAR PARTS INC	- Purchase	\$20.29
00073855 CRUM ELECTRIC SUPPLY C	- Purch	\$3.60
00073893 DAVID MEDLOCK SNAPON	- Purchas	\$80.14
00073900 MENARDS CASPER WY	- Purchase	\$62.93
00073805 NETWORK FLEET. INC.	- Purchase	\$473.75
00074014 BOBCAT OF CASPER	- Purchase	\$1,573.18

Bills & Claims

05/16/2018 to 06/05/2018

00074057 MENARDS CASPER WY - Purchase	\$189.96
00074090 TAPCO - Purchase	\$1,525.00
00073276 CASPER STAR TRIBUNE - LEGAL AD	\$150.92
00074061 TOP OFFICE PRODUCTS IN - Purch	\$168.45
00073946 WAGNER'S OUTDOOR OUTFI - Purch	\$57.76
00072699 VZWRLSS MY VZ VB P - Purchase	\$22.50
Subtotal for Cost Center Streets:	\$5,643.06
00074278 ATLAS OFFICE PRODUCTS - Purcha	\$15.96
00074346 MOTION INDUSTRIES WY54 - Purch	\$1,023.90
00074403 HACH COMPANY - Purchase	\$798.93
00074483 SAMS CLUB #6425 - Purchase	\$90.92
00073957 TFS FISHER SCI CHI - Purchase	\$30.26
00073985 FERGUSON ENT #3069 - Purchase	\$13.06
00073997 CRUM ELECTRIC SUPPLY C - Purch	\$409.52
00074048 TFS FISHER SCI CHI - Purchase	\$32.24
00074055 ATLAS OFFICE PRODUCTS - Purcha	\$89.82
00073630 FEDEX 780768216555 - Purchase	\$47.98
00073652 PACE ANALYTICAL SERVIC - Purch	\$689.00
00073688 CASPER WINNELSON CO - Purchase	\$3.62
00073707 CASPER WINNELSON CO - Purchase	\$33.84
00073739 DC FROST ASSOCIATES IN - Purch	\$7,832.05
00073774 CASPER WINNELSON CO - Purchase	\$2.70
00073792 TFS FISHER SCI CHI - Purchase	\$26.46
00073825 WATERWORKS IND 2697 - Credit	-\$513.82
00073839 CASPER WINNELSON CO - Purchase	\$5.04
00073901 FOREMANS QUALITY MACHI - Purch	\$63.00
00073934 MOTION INDUSTRIES WY54 - Purch	\$38.71
00073935 WEAR PARTS INC - Purchase	\$111.59
00073634 BRECK MEDIA GROUP - Purchase	\$249.00
00073689 CASPER STAR TRIBUNE - Purchase	\$245.76
00073930 YOURMEMBER-CAREERS - Purchase	\$249.00
00073927 TOWNSQ MEDIA CASPER - Purchase	\$330.00
00074073 BOXWOOD TECHNOLOGY - Purchase	\$250.00
00072307 TOWNSQ MEDIA CASPER - Purchase	\$165.00
00072699 VZWRLSS MY VZ VB P - Purchase	\$45.00
Subtotal for Cost Center Waste Water:	\$12,378.54
00074016 SUTHERLANDS 2219 - Purchase	\$59.96
00074270 ATLAS OFFICE PRODUCTS - Purcha	\$10.30
00074294 SUTHERLANDS 2219 - Credit	-\$59.96
00074395 UNION WIRELESS - Purchase	\$128.90
00074419 SUTHERLANDS 2219 - Purchase	\$28.79
00074420 BEARING BELTCHAIN00244 - Purch	\$20.01
00074429 HOSE & RUBBER SUPPLY C - Purch	\$168.69
00074438 THE HOME DEPOT #6001 - Purchas	\$131.60

Bills & Claims

05/16/2018 to 06/05/2018

00073886 ENERGY LABORATORIES, I - Purch	\$374.00
00073906 DANA KEPNER CO. - Purchase	\$96.00
00073918 MOBILE CONCRETE, INC - Purchas	\$108.00
00073926 TOP OFFICE PRODUCTS IN - Purch	\$103.50
00073956 MOBILE CONCRETE, INC - Purchas	\$303.25
00073978 UNITED STATES WELDING - Purcha	\$20.23
00074049 USPS PO 5715580945 - Purchase	\$7.62
00074100 WATERWORKS IND 2697 - Purchase	\$36.68
00074120 ATLAS OFFICE PRODUCTS - Purcha	\$18.14
00074132 ENERGY LABORATORIES, I - Purch	\$22.00
00074151 ENERGY LABORATORIES, I - Purch	\$374.00
00074171 DANA KEPNER CO. - Purchase	\$1,117.43
00074193 ENERGY LABORATORIES, I - Purch	\$27.00
00074196 71 SOIL AND STONE - Purchase	\$100.00
00073637 NORCO INC - Purchase	\$99.98
00073656 ATLAS OFFICE PRODUCTS - Purcha	\$14.03
00073664 FEDEX 780770588850 - Purchase	\$46.28
00073683 HARBOR FREIGHT TOOLS 3 - Purch	\$19.48
00073687 WATERWORKS IND 2697 - Purchase	\$21.33
00073706 BLOEDORN LUMBER CASPER - Purch	\$56.23
00073726 GEORGE T SANDERS 20 - Purchase	\$200.70
00073805 NETWORK FLEET. INC. - Purchase	\$208.45
00074224 MSPS - Purchase	\$6,164.95
00070612 SQ SQ FINISH LINE SY - Purch	\$5,788.51
00070611 SQ SQ FINISH LINE SY - Purch	\$1,184.03
00071671 SQ SQ FINISH LINE SY - Purch	\$7,238.46
00071719 SQ SQ FINISH LINE SY - Purch	\$728.72
00072699 VZWRLSS MY VZ VB P - Purchase	\$71.27
Subtotal for Cost Center Water:	\$25,038.56
00074234 ALBERTSONS #0060 - Purchase	\$12.98
00074260 ALBERTSONS #0060 - Purchase	\$66.14
00074265 CASPER STAR TRIBUNE - Purchase	\$43.54
00074287 PIZZA HUT #240 - Purchase	\$40.00
00074313 WYOMING STEEL AND RECY - Purch	\$71.49
00074340 HARBOR FREIGHT TOOLS 3 - Purch	\$94.96
00074356 SUTHERLANDS 2219 - Purchase	\$24.97
00074360 ENERGY LABORATORIES - Purchase	\$374.00
00074372 ATLAS OFFICE PRODUCTS - Purcha	\$150.14
00074373 ATLAS OFFICE PRODUCTS - Purcha	\$132.18
00074380 MENARDS CASPER WY - Purchase	\$11.08
00074423 SUTHERLANDS 2219 - Purchase	\$7.49
00074447 ALL OUT FIRE EXTINGUIS - Purch	\$144.00
00074484 ENERGY LABORATORIES - Purchase	\$273.00
00074504 COASTAL CHEMICAL CO LL - Purch	\$125.77
00074540 SUTHERLANDS 2219 - Purchase	\$26.49

Bills & Claims

City of Casper

05/16/2018 to 06/05/2018

00074565 SUTHERLANDS 2219 - Purchase	\$7.59
00073979 INDUSTRIAL SCREEN & MA - Purch	\$220.00
00074072 ATLAS OFFICE PRODUCTS - Purcha	\$10.76
00074089 WEAR PARTS INC - Purchase	\$2.40
00074096 ATLAS OFFICE PRODUCTS - Purcha	\$37.78
00074126 ATLAS OFFICE PRODUCTS - Credit	-\$37.93
00074167 FERGUSON ENT #3069 - Purchase	\$18.60
00073737 BEARING BELTCHAIN00244 - Purch	\$20.39
00073783 FEDEX 98133224 - Purchase	\$57.22
00073809 ATLAS OFFICE PRODUCTS - Purcha	\$69.01
00073833 GREINER FORD LINCOLN O - Purch	\$243.88
00073841 EUROFINS EATON ANALYTI - Purch	\$200.00
00073847 UPS 0000008F045W188 - Credit	-\$116.28
00073881 COASTAL CHEMICAL CO LL - Purch	\$41.65
00073923 ENERGY LABORATORIES - Purchase	\$484.00
00072699 VZWRLSS MY VZ VB P - Purchase	\$22.50
Subtotal for Cost Center Water Treatment Plant:	\$2,879.80

00072742 INT IN ROTARY CLUB OF - Purch	\$217.00
00073555 CPS DISTRIBUTORS INC C - Purch	\$15.00
00073929 BEST PEST CONTROL - Purchase	\$350.00
00072441 BAILEYS ACE HDWE - Purchase	\$57.48
Subtotal for Cost Center Weed And Pest:	\$639.48

Vendor Subtotal: **\$326,999.83**

PERES, DAVID

0030961813 UTILITY REFUND	\$80.00
0030961813 UTILITY REFUND	\$7.79
Subtotal for Cost Center Water:	\$87.79

Vendor Subtotal: **\$87.79**

POSTAL PROS SOUTHWEST INC

46991 WEB POSTING	\$4,371.57
4929 UTILITY BILLING FEES	\$2,500.61
4940 UTILITY BILLING FEES	\$2,706.55
4974 UTILITY BILLING FEES	\$2,515.41
Subtotal for Cost Center Finance:	\$12,094.14

Vendor Subtotal: **\$12,094.14**

POTTER, LISA

0030920390 UTILITY REFUND	\$45.98
Subtotal for Cost Center Water:	\$45.98

Bills & Claims

05/16/2018 to 06/05/2018

Vendor Subtotal: **\$45.98**

PRINTWORKS

11590 RECEIPT BOOKS \$346.47

Subtotal for Cost Center Code Enforcement: **\$346.47**

Vendor Subtotal: **\$346.47**

PUBLIC SAFETY COMMUNICATIONS CENTER

734/162742 PSCC MONTHLY USER FEE \$2,622.29

Subtotal for Cost Center Metro Animal: **\$2,622.29**

1276/162743 PSCC MONTHLY USER FEE \$572.73

Subtotal for Cost Center Water: **\$572.73**

Vendor Subtotal: **\$3,195.02**

PUBWORKS

219-005 PUBWORKS \$100.00

Subtotal for Cost Center Cemetery: **\$100.00**

219-005 PUBWORKS \$500.00

Subtotal for Cost Center Golf Course: **\$500.00**

219-005 PUBWORKS \$500.00

Subtotal for Cost Center Parks: **\$500.00**

219-005 PUBWORKS \$656.19

Subtotal for Cost Center Weed And Pest: **\$656.19**

Vendor Subtotal: **\$1,756.19**

RAFTELIS FINANCIAL CONSULTANTS INC

CAWY1702-15 SYSTEM INVESTMENT CHARGE/COST \$296.68

Subtotal for Cost Center Sewer: **\$296.68**

CAWY1702-15 SYSTEM INVESTMENT CHARGE/COST \$296.67

Subtotal for Cost Center Waste Water: **\$296.67**

CAWY1702-15 SYSTEM INVESTMENT CHARGE/COST \$450.70

RIN0028655 SYSTEM INVEST CHARG/COST OF \$221.00

Subtotal for Cost Center Water: **\$671.70**

Vendor Subtotal: **\$1,265.05**

Bills & Claims

City of Casper

05/16/2018 to 06/05/2018

RAVEN INDUSTRIES INC	50945 BALEFILL CLOSURE - GEOSYNTHETI	\$144,157.13
	Subtotal for Cost Center Balefill:	\$144,157.13
	Vendor Subtotal:	\$144,157.13
RECTOR, TODD	0030961809 UTILITY REFUND	\$25.52
	Subtotal for Cost Center Water:	\$25.52
	Vendor Subtotal:	\$25.52
RECYCLED MATERIALS, LLC.	1018 DEMO/PLAINS FURNITURE BUILDING	\$7,750.00
	Subtotal for Cost Center Special Revenue:	\$7,750.00
	Vendor Subtotal:	\$7,750.00
RICHARD SCHWAHN	RIN0028614 CONTINUING EDUCATION/METRO	\$1,300.00
	Subtotal for Cost Center Metro Animal:	\$1,300.00
	Vendor Subtotal:	\$1,300.00
ROCKY MOUNTAIN POWER	RIN0028619 LANDFILL REMED PROG	\$502.22
	Subtotal for Cost Center Balefill:	\$502.22
	AP000168051018 ELECTRICITY	\$156.08
	Subtotal for Cost Center Buildings & Structures:	\$156.08
	AP000151050718 ELECTRICITY	\$996.94
	AP000151050718 ELECTRICITY	\$2,306.64
	AP000151050718 ELECTRICITY	\$949.33
	AP000151050718 ELECTRICITY	\$30.71
	Subtotal for Cost Center City Hall:	\$4,283.62
	AP000158050418 ELECTRICITY	\$4,346.71
	Subtotal for Cost Center Hogadon:	\$4,346.71
	AP000181050818 ELECTRICITY	\$5,479.00
	AP000236050918 ELECTRICITY	\$59.25
	Subtotal for Cost Center Parks:	\$5,538.25
	AP000170050418 ELECTRICITY	\$68.61
	Subtotal for Cost Center Streets:	\$68.61

Bills & Claims

05/16/2018 to 06/05/2018

AP000242051818 ELECTRCITY \$174.12
Subtotal for Cost Center Waste Water: \$174.12

AP000165050818 ELECTRICITY \$27,131.52
Subtotal for Cost Center Water: \$27,131.52

RIN0028634 ENERGY ELECTRICITY \$88,149.83
RIN0028634 ENERGY ELECTRICITY \$7,200.00
Subtotal for Cost Center Water Treatment Plant: \$95,349.83

Vendor Subtotal: \$137,550.96

SAM DUNNUCK

012839 BOOT PURCHASE \$349.11
Subtotal for Cost Center Police: \$349.11

Vendor Subtotal: \$349.11

SCHELLING, TAMMY

0030920396 UTILITY REFUND \$31.98
Subtotal for Cost Center Water: \$31.98

Vendor Subtotal: \$31.98

SCHOMMER, ZACK

0030920394 UTILITY REFUND \$8.22
Subtotal for Cost Center Water: \$8.22

Vendor Subtotal: \$8.22

SCOTT ENVIRONMENTAL SERVICES LLC

18-038 ASBESTOS TESTING METRO CEILING \$250.00
Subtotal for Cost Center Buildings & Structures: \$250.00

Vendor Subtotal: \$250.00

SENIOR PATIENT ADVOCATES

2018-0167 OTHER CONTRACTUAL \$450.00
Subtotal for Cost Center Health Insurance: \$450.00

Vendor Subtotal: \$450.00

SEOLES, GEORGE

0030920393 UTILITY REFUND \$7.34
Subtotal for Cost Center Water: \$7.34

Bills & Claims

05/16/2018 to 06/05/2018

Vendor Subtotal: **\$7.34**

SHANNON DALEY 4294 CLOTHING REIMBURSEMENT \$68.24
Subtotal for Cost Center Police: **\$68.24**

Vendor Subtotal: **\$68.24**

SHAWN BARRETT RIN0028644 TRAVEL EXPENSES \$18.01
Subtotal for Cost Center Code Enforcement: **\$18.01**

Vendor Subtotal: **\$18.01**

SHUMAKER, LEVI-LUCAS 0030920395 UTILITY REFUND \$75.00
Subtotal for Cost Center Water: **\$75.00**

Vendor Subtotal: **\$75.00**

SKYLINE RANCHES RIN0028621 201 SEWER \$962.78
RIN0028621 201 SEWER -\$96.27
Subtotal for Cost Center Sewer: **\$866.51**

RIN0028621 201 SEWER -\$350.10
Subtotal for Cost Center Waste Water: **-\$350.10**

Vendor Subtotal: **\$516.41**

SMARSH, INC AP000177043018 EMAIL MAINT INV00369330 \$1,740.50
Subtotal for Cost Center Finance: **\$1,740.50**

Vendor Subtotal: **\$1,740.50**

**STANARD & ASSOCIATES
INC** SA000037473 PRE HIRE TESTING \$3,604.00
SA000037381 PRE HIRE TESTING \$1,015.00
Subtotal for Cost Center Police: **\$4,619.00**

Vendor Subtotal: **\$4,619.00**

STEALTH PARTNER GROUP RIN0028620 MEDICAL STOP LOSS \$54,085.10
RIN0028645 MEDICAL STOP LOSS \$54,651.71

Bills & Claims

05/16/2018 to 06/05/2018

Subtotal for Cost Center Health Insurance: \$108,736.81

Vendor Subtotal: \$108,736.81

STEVEN NUNN

RIN0028616 TRAVEL EXPENSES \$26.86

Subtotal for Cost Center Police: \$26.86

Vendor Subtotal: \$26.86

STRATEGIC INSIGHTS, INC.

18PLAN-IT-113 PLAN IT LICENSE RENEWAL \$3,150.00

Subtotal for Cost Center Information Services: \$3,150.00

Vendor Subtotal: \$3,150.00

TAYLOR, ZANE

0030961811 UTILITY REFUND \$49.40

Subtotal for Cost Center Water: \$49.40

Vendor Subtotal: \$49.40

THIRTY THREE MILE ROAD IMPROVEMENT & SVS DIST

RIN0028613 SEWER LINE FLUSHING WATER \$738.80

Subtotal for Cost Center Sewer: \$738.80

Vendor Subtotal: \$738.80

TODD GLASER

RIN0028639 CDL SKILLS EXAM FEE T GLASER \$82.50

Subtotal for Cost Center Waste Water: \$82.50

Vendor Subtotal: \$82.50

TOP OFFICE PRODUCTS

167835 COPY CHARGE MX3050V APRIL2018 \$58.31

Subtotal for Cost Center Waste Water: \$58.31

Vendor Subtotal: \$58.31

TRETO CONST.

RIN0028650 RETAINAGE 17-089 -\$11,047.50

Subtotal for Cost Center Capital Projects - Streets: -\$11,047.50

RIN0028650 17TH ST IMP - S POPLAR TO COLL \$74,238.73

RIN0028650 17TH ST IMP - S POPLAR TO COLL \$55,563.64

Bills & Claims

05/16/2018 to 06/05/2018

RIN0028650 17TH ST IMP - S POPLAR TO COLL \$69,247.63
Subtotal for Cost Center Streets: **\$199,050.00**

Vendor Subtotal: **\$188,002.50**

TWEED'S WHOLESALE

360624 SUPPLIES \$321.68
Subtotal for Cost Center Recreation: **\$321.68**

Vendor Subtotal: **\$321.68**

UNIVERSITY OF WY.- COOPERATIVE EXTENSION SVC.

RIN0028598 PROGRAMS AND PROJECTS \$550.00
Subtotal for Cost Center Health Insurance: **\$550.00**

Vendor Subtotal: **\$550.00**

VISION SVC. PLAN

805192405 BENEFITS PAYABLE \$1,528.36
805192406 COBRA CONTRIBUTIONS \$42.88
Subtotal for Cost Center Health Insurance: **\$1,571.24**

Vendor Subtotal: **\$1,571.24**

WARRIOR KIT INC

WK18-65 SWAT ARMOR REPLACEMENT \$25,695.00
Subtotal for Cost Center Police Grants: **\$25,695.00**

Vendor Subtotal: **\$25,695.00**

WASTE WATER TREATMENT

1276/163412 201 SEWER \$280,268.00
Subtotal for Cost Center Sewer: **\$280,268.00**

Vendor Subtotal: **\$280,268.00**

WEINMASTER, TERRY

0030920389 UTILITY REFUND \$47.38
Subtotal for Cost Center Water: **\$47.38**

Vendor Subtotal: **\$47.38**

WESTERN WATER CONSULTANTS, INC.

130130056 MIDWEST AVE RECONSTRUCTION PRO \$437.17
Subtotal for Cost Center Streets: **\$437.17**

Bills & Claims

05/16/2018 to 06/05/2018

RIN0028632 MIDWEST AVE RECONSTRUCTION \$7,500.00
Subtotal for Cost Center Water: \$7,500.00

Vendor Subtotal: \$7,937.17

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0028622 201 SEWER \$3,400.00
RIN0028622 201 SEWER -\$340.00
Subtotal for Cost Center Sewer: \$3,060.00

RIN0028622 201 SEWER -\$985.86
Subtotal for Cost Center Waste Water: -\$985.86

Vendor Subtotal: \$2,074.14

WILLSON, THOMAS

0030961812 UTILITY REFUND \$33.13
Subtotal for Cost Center Water: \$33.13

Vendor Subtotal: \$33.13

WLC ENGINEERING - SURVEYING - PLANNING

2018-10437 ROTARY PARK PATHWAY - PHASE II \$759.80
Subtotal for Cost Center City Manager: \$759.80

2018-10393 HOGADON UNDERGROUND INJECTION \$250.25
Subtotal for Cost Center Hogadon: \$250.25

2018-10396 MPO 18- 03 CONTROL POINT \$178.82
2018-10396 MPO 18- 03 CONTROL POINT \$1,701.56
Subtotal for Cost Center Metropolitan Planning: \$1,880.38

2018-10437 ROTARY PARK PATHWAY - PHASE II \$189.95
Subtotal for Cost Center One Cent #15: \$189.95

2018-10385 WEST CASPER ZONE II WATER SYST \$4,317.15
2018-10385 WEST CASPER ZONE II WATER SYST \$2,126.35
Subtotal for Cost Center Water: \$6,443.50

Vendor Subtotal: \$9,523.88

WYOMING DOOR

8451 SOLID WASTE INFRASTRUC \$4,077.29
Subtotal for Cost Center Balefill: \$4,077.29

Vendor Subtotal: \$4,077.29

Bills & Claims

City of Casper

05/16/2018 to 06/05/2018

WYOMING MEDICAL CENTER	0030920397 UTILITY REFUND	\$45.32
	Subtotal for Cost Center Water:	\$45.32
	Vendor Subtotal:	\$45.32
YATES, TYLER	0030920392 UTILITY REFUND	\$17.41
	Subtotal for Cost Center Water:	\$17.41
	Vendor Subtotal:	\$17.41
	Grand Total	\$2,705,100.29

Approved By

On

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 06/05/18

Payroll Disbursements

5/16/18	FIRE PAYROLL	\$	159,906.32
5/16/18	BENEFITS & DEDUCTIONS	\$	26,128.37
5/17/18	CITY PAYROLL	\$	1,007,299.28
5/17/18	BENEFITS & DEDUCTIONS	\$	161,627.90
5/29/18	FIRE PAYROLL	\$	174,058.67
5/29/18	BENEFITS & DEDUCTIONS	\$	27,205.33
5/31/18	CITY PAYROLL	\$	1,001,811.92
5/31/18	BENEFITS & DEDUCTIONS	\$	164,508.56

Total Payroll \$ 2,722,546.35

Additional Fees


Total Fees \$ -

Additional Accounts Payable

5/10/18	Prewrits - utility Refunds/Sales Tax/Travel		
	Donoven Bruntmyer	\$	45.35
	Martha/Myron Curley	\$	44.33
	Drew Gitlitz	\$	56.50
	Andrea Glynn	\$	22.29
	Juliet Kiyei-Bartlett	\$	13.86
	Scott McCartney	\$	18.77
	Janet Neuman	\$	63.68
	Destiny/Bradley Shoefelt	\$	45.54
	State of Wy - Dept. of Revenue	\$	607.65
	Stephanie Muller	\$	75.00
	Thomas Solberg	\$	2,156.05
5/14/2018	Global Spectrum - Righteous Brothers Ticket Sales	\$	60,192.00

Total Additional AP \$ 63,341.02

May 25, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner
Dan Elston, Building Inspections Supervisor (Chief Building Official)

SUBJECT: Triennial International Building Code Updates

Meeting Type & Date: Regular Council Meeting, June 5, 2018.

Action Type: Establish Public Hearing for June 19, 2018.

Recommendation: That Council, by minute action, establish June 19, 2018, as the date of public hearing for review of eight (8) Ordinances adopting the various 2018 Editions of the International Building Codes.

Summary: Every three (3) years the International Code Council (ICC) revises and publishes updated International Building Codes. Once published, the State of Wyoming then adopts the newest editions of the Codes. This year, 2018, marks an adoption year, and the State recently adopted the new International Building Codes on May 23, 2018. The State requires that Casper, as a home-rule community, adopt minimum building and fire codes that are equivalent to, or more stringent than those standards adopted by the State. To comply with the State's mandate, the City must adopt the 2018 Editions of the International Codes prior to December 1st of this year.

The eight (8) ordinances address adoption of the following:



- 2018 International Building Code;
- 2018 International Residential Code;
- 2018 International Mechanical Code;
- 2018 International Plumbing Code;
- 2018 International Fuel Gas Code;
- 2018 International Property Maintenance Code;
- 2018 International Existing Building Code;
- 2018 International Fire Code.

Financial Considerations: None.

Oversight/Project Responsibility: Building Division, Dan Elston, Chief Building Official.

Attachments: None.

June 5, 2018

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Pitlick, Financial Services Director 
SUBJECT: Establishing June 19, 2018, as the Public Hearing for Adoption of Fiscal Year 2018 Budget Amendment

Meeting Type & Date

Regular Council Meeting, June 5, 2018

Action type

Minute Action, June 5, 2018

Recommendation

That Council, by minute action, establish June 19, 2018, as the date of public hearing for consideration of the adoption of the Fiscal Year 2018 Budget Amendment.

Summary

The City Council is respectfully requested to establish June 19, 2018, as the public hearing date, for the consideration of the adoption of the Fiscal Year 2018 Budget Amendment.

Financial Considerations

N/A



Oversight/Project Responsibility

Tom Pitlick, Financial Services Director

Attachments

None

June 5, 2018

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Pitlick, Financial Services Director 
SUBJECT: Establishing June 19, 2018, as the Public Hearing for Adoption of Fiscal Year 2018-2019 Budget

Meeting Type & Date

Regular Council Meeting, June 5, 2018

Action type

Minute Action, June 5, 2018

Recommendation

That Council, by minute action, establish June 19, 2018, as the date of public hearing for consideration of the adoption of the Fiscal Year 2018-2019 Budget.

Summary

The City Council is respectfully requested to establish June 19, 2018, as the public hearing date, for the consideration of the adoption of the Fiscal Year 2018-2019 Budget as per State Statute. The City Council must, within twenty-four (24) hours of the conclusion of the public hearing, make the necessary appropriations and adopt the budget.

Financial Considerations

N/A

Oversight/Project Responsibility

Tom Pitlick, Financial Services Director

Attachments

None

May 3, 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 *cmg*

SUBJECT: Establish the Public Hearing date for a transfer of ownership for Retail Liquor License No. 7, owned by Love Holdings LLC, d/b/a C85 @ The Branding Iron, Located at 129 West 2nd Street to One Two Nine Hospitality, LLC d/b/a C85 @ The Branding Iron, Located at 129 West 2nd Street.

Meeting Type & Date

Regular Council Meeting
June 5, 2018

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish June 19, 2018 as the Public Hearing date for a transfer of ownership for retail liquor license No. 7, owned by Love Holdings, LLC, d/b/a C85 @ The Branding iron, located at 129 West 2nd Street to One Two Nine Hospitality LLC d/b/a C85 @ The Branding Iron, located at 129 West 2nd Street.

Summary

Currently, Retail Liquor License is owned by Love Holdings, LLC, d/b/a C85@ The Branding Iron. Love Holdings, LLC has a lease agreement with One Two Nine Hospitality LLC, making the transfer of the liquor license necessary to comply with State Statutes.

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

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

Financial Considerations

No Financial Considerations


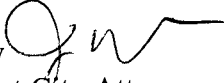

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

June 5, 2018

MEMO TO: J. Carter Napier, City Manager 
FROM: John Henley, City Attorney 
Wallace Trembath, Assistant City Attorney 
SUBJECT: Wireless Communications Ordinance Amendments

Meeting Type & Date

Regular Council Meeting, June 5, 2018

Action type

Ordinance and Public Hearing

Recommendation

That Council, by ordinance, approve several amendments to Section 17.12.124 (Towers) of the Casper Municipal Code.

Summary

Section 17.12.124 (Towers) of the Casper Municipal Code governs the City's regulation of wireless communication facilities. The City Council recently updated the Municipal Code to reflect recent changes in federal laws that govern local zoning standards and procedures for wireless communications which have substantially changed. The Planning and Zoning Commission reviewed the new regulations at its public hearing on March 15, 2018, and provided some suggested changes for adoption. Those changes are as follows:

- Adding the HM (Hospital Medical), OB (Office Business) and OYD (Old Yellowstone District) to the tower regulations summary (Table 1, Section 17.24.124);
- Adding definitions of "commercial zone" and "residential zone" to remove any ambiguity about which adopted zoning districts belong to which category, as necessitated by those zoning districts allowing both residential and commercial uses;
- Clarification that stealth and concealment techniques may not include tree species that are not generally found growing in Casper;
- Expansion of the types of allowable screening fences that may be used to screen base equipment as cellular sites;
- Removal of the distinction between residential and commercial PUD's (Planned Unit Developments), with all PUD zoned property being treated as "commercial" for the purpose of regulating cell towers;

- Ensuring that graffiti on all base equipment, fences, and other features on the site is removed by the wireless carrier.

Financial Considerations

The proposed ordinance does not impact the City's budget.

Oversight/Project Responsibility

Craig Collins, City Planner, will be responsible for overseeing wireless communications facility applications.

Attachments

Memo

Ordinance

ORDINANCE NO. 7-18

AN ORDINANCE AMENDING SECTION 17.12.124 OF
THE CASPER MUNICIPAL CODE PERTAINING TO
WIRELESS COMMUNICATION FACILITIES.

WHEREAS, on March 20, 2018, Council passed Ordinance No. 2-18 pertaining to wireless communication facilities, which was codified as Section 17.12.124 of the Casper Municipal Code; and,

WHEREAS, the Planning and Zoning Commission has some recommendations for changes to Section 17.12.124; and,

WHEREAS, the HM, OB and OYD zoning districts need to be added to Section Table 1 (Tower Regulations Summary) of Section 17.12.124, Section 8. (g); and,

WHEREAS, the FCC continues to promulgate new rules and regulations that require ordinance updates to reflect the changes.

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

Section 1:

That Section 3 (x) shall be added to the definitions section as follows:

(x) Zone, commercial: “commercial zone” means real property that is located within the limits of the City of Casper that is zoned primarily for commercial land uses. For the purposes of regulating wireless communication facilities and determining requirements in mixed use areas, the following zoning districts are considered to be commercial zones: C-1, C-2, C-3, C-4, ED, PUD, M-1 and M-2.

Section 2:

That Section 3 (y) shall be added to the definitions section as follows:

(y) Zone, residential: “residential zone” means real property that is located within the limits of the City of Casper that is zoned primarily for residential land uses. For the purposes of regulating wireless communication facilities and determining requirements in mixed use areas, the following zoning districts are considered to be residential zones: AG, R-1, R-2, R-3, R-4, R-5, R-6, HM and OB.

Section 3:

That the last sentence Section 7 (j) (Use of Stealth Design) is hereby amended to read as follows:

Stealth and concealment techniques do not include incorporating faux-tree designs of a kind that are ~~not native to the City of Casper~~ NOT GENERALLY FOUND GROWING IN THE CITY OF CASPER'S ECOSYSTEM.

Section 4:

That the last sentence Section 7 (q)(5)(iii), regarding landscaping and fencing, is hereby amended to read as follows:

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

Section 5:

That Table 1 (Tower Regulations Summary) and the abbreviation definitions immediately following Section 17.12.124, Section 8 (g) are hereby replaced with the following:

**TABLE 1
TOWER REGULATIONS SUMMARY**

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

M2	100'	101'-120'	121' and greater	10 percent of building ht.
AG	50'	CUP	NA	10 percent of building ht.
FC	NP	NP	NP	NP
ED	50'	51'-150'	NA	10 percent of building ht.
HM	50'	CUP	N/A	10 PERCENT OF BUILDIG HT.
OB	50'	CUP	N/A	10 PERCENT OF BUILDIG HT.
OLD YELLOWSTONE DISTRICT	SEE CASPER MUNICIPAL CODE ("CMC") SECTION 17.94.030 A. (25)	SEE CMC CHAPTER 17.94	SEE CASPER MUNICIPAL CODE CHAPTER 17.94	NP: SEE CASPER MUNICIPAL CODE CHAPTER 17.94

NP = Not permitted (prohibited)

NA = Not applicable

~~RPUD = Residential PUD~~

~~CPUD = Commercial PUD~~

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

PLAN COM APPROVAL = Permitted with site plan approval from the Planning and Zoning Commission.

CC APPROVAL = Permitted with site plan approval from the Planning and Zoning Commission and the City Council.

Section 6:

That Section 8 (h), regarding sharing of support towers and collocation of facilities, is hereby amended to read as follows:

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

Section 7:

That Section 18 (c), regarding compliance, is hereby amended to read as follows:

- (c) All graffiti on wireless communication facilities, ALL ACCESSORY EQUIPMENT AND ANY APPURTENANCES TO THE WCF SITE must be

removed at the sole expense of the permittee after notification by the City to the owner/operator of the WCF.

Section 8:

That Section 23 shall be amended to read as follows:

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

Section 9:

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

PASSED on 1st reading the ____ day of _____, 2018.

PASSED on 2nd reading the ____ day of _____, 2018.

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2018.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

46 east by Durbin Street and the west by David Street.

47
48 (3). “Mobile Vendor” is the owner, operator and/or employees operating a “Mobile
49 Vendor vehicle.”

50
51 (4). “Mobile Vendor Vehicle”- a mobile vendor vehicle is a vehicle or trailer which
52 operates as a platform for an exchange of goods or services for payment; a food truck is
53 an example, but the definition encompasses an exchange for value, of all other goods and
54 services, as well.

55
56 (5). Mobile Vendor Parking Permit (MVPP) – A permit of limited number and of limited
57 duration granted for the operation of a mobile vendor vehicle in the DOY.

58
59 (6). “Downtown” is synonymous with the Downtown Development District, as defined in
60 Section 2.36.030, as may be amended.

61
62 (7). DOY is the “Downtown” area and the “Old Yellowstone District” area combined.

63
64 (8). “Old Yellowstone District” – is the area located generally west of the “downtown,”
65 which has been officially zoned OYDSPC (Old Yellowstone District and South Poplar
66 Street Corridor). The area designated as the “Old Yellowstone District” may be modified
67 upon approval of zone changes by the City Council.

68
69 **C. General Limitations, Restrictions and Rules**

70
71 (1). Mobile vendors shall not use any public alleyway as a parking area within the City of
72 Casper.

73
74 (2). Garbage collection and site cleanup are the responsibility of the permit holder;
75 subsequent permit applications may be denied should this obligation not be fulfilled.

76
77 (3). A MVPP shall not be required for any mobile vendor that is parking within an area
78 on a street that has been closed or partially closed pursuant to any city-issued street
79 closure permit.

80
81 (4). The purchase of an annual Health-Mobile Food Permit and/or a MVPP shall not
82 allow a vendor to park on parkways or in handicapped parking spaces, loading zones,
83 school-related critical parking zones, fire lanes, bus stops, or similarly restricted special
84 parking places. Vendors are not allowed to park in a way that would obstruct any
85 pedestrian ramp, fire hydrant, driveway, garage, or vehicular traffic lane.

86
87 (5). Mobile vendor vehicles shall position their vehicle or trailer in a manner that will
88 allow all individuals to access the vehicle or trailer from a sidewalk, closed or barricaded
89 road surface -protected from moving vehicles, or from private property. A mobile vehicle
90 vendor shall not operate in a manner that requires individuals to walk or stand in the
91 driving areas or parking areas of the right-of-way, except to the extent that these

92 individuals are within the physical confines of the vendor's vehicle or trailer or a closed
93 or barricaded portion of a parking area, which is protected from moving vehicles.

94
95 (6). Mobile vehicle vendor operators shall not place any equipment, furnishings, signs,
96 tents, or any other items on the right-of-way, the parkway, or on any public sidewalk.

97
98 (7). The purchase of a Health-Mobile Food Vendor Permit and/or a MVPP shall not grant
99 exemptions from parking restrictions related to snow emergencies or any legal street
100 closure or restriction.

101
102 (8). Signs informing the public, of the reserved spacing pursuant to a MVPP, may be
103 posted on the curb or sidewalk of reserved street parking spaces, but such signs cannot be
104 displayed until two (2) hours before the start-time of the permit.

105
106 (9). No vehicle associated with the mobile vendor's operation pursuant to a MVPP,
107 including pull vehicles, support vehicles, and/or employee's/ worker's vehicles may park
108 on the same block as the MVPP unless the vehicles are parked within the reserved spots
109 as specified by the MVPP.

110
111 (10). City electrical outlets (typically used for Christmas lights) may not be used by
112 mobile vendors unless written approval is granted by the City Park & Recreation
113 Department, after paying a \$15.00 per day fee and posting a \$300.00 damage deposit
114 with the City Clerk's office.

115
116 **D. Parking Permit Types and Costs.**

117
118 (1). All permits shall be purchased from the City Clerk's office, during usual business
119 hours – 8:00 a.m. until 5:00 p.m., Monday – Friday, holidays and special event days
120 exempted. The permit purchased is only valid for the vehicle/trailer described in the
121 application and cannot be sold, traded or assigned.

122
123 (2). Two types of permits shall be available for purchase:

124
125 (A.) Health License-Mobile Food Vendor Permits. These permits are currently issued by
126 the City Clerk's office. Such permit for mobile food vendors' vehicles is required to
127 lawfully operate within the City of Casper. The cost is \$75.00, annually-fiscal year.

128
129 (B.) Mobile Vendor Parking Permit (MVPP).

130
131 (a)(i). A MVPP allows a mobile vendor vehicle on the permit to park in the DOY
132 with certain restrictions.

133
134 (a)(ii). No MVPP may be issued to one applicant for more than two (2) consecutive days
135 on the same block face.

137 (a)(iii). A MVPP may be purchased up to thirty (30) days in advance of the requested
138 parking date; MVPPs are to be issued on a time priority basis, the first to apply shall be
139 the recipient of the requested block face. The day of the requested parking date is day 1
140 for purposes of counting back to the earliest application date.

141
142 (a)(iv). Hours: Monday-Friday: Hours of set up and operation are limited for a
143 DOY location to a start time of 3:00 p.m. until 3:00 a.m. the following morning.

144
145 (a)(v). Hours: Saturdays-Sundays the hours of parking/operation for a MVPP begins at
146 1:00 p.m. and expires at 3:00 a.m., the following morning.

147
148 (a)(vi). A maximum of ten (10) MVPPs for all applicants can be issued for all applicants
149 in any one calendar month for any one block face.

150
151 (a)(vii). A MVPP costs Twenty-Five Dollars (\$25.00) per space per day. The application
152 can request a maximum of two (2) parallel parking spaces or three (3) diagonal parking
153 spaces.

154
155 (b). MVPP Application and Permit Contents. The MVPP permit application form shall
156 require the vendor to specify and the permit shall state on its face:

157
158 (i). The street legal vehicles or street legal trailers that will be operating under the MVPP,
159 including the vehicles' license numbers and the owner of such vehicle and/or trailer
160 and/or bus, with emergency contact cell/phone number;

161
162 (ii). The date or dates for which the permit is requested;

163
164 (iii). The parking lot or block on which the vendor wishes to operate. The block shall be
165 identified by the street, and the side of the street, on which the vehicle or trailer will be
166 parked, along with the two nearest cross streets in both directions from the desired
167 location.

168
169 (iv). The parking spot or spots that the vendor wishes to occupy, if available.

170
171 (v). The MVPP application must also be co-signed by a Downtown business owner,
172 Downtown business manager, or Downtown real property owner on the block face for
173 which a MVPP is requested and that business property must be within 30 (thirty)
174 feet of the nearest requested parking space.

175
176 (vi). Information deemed helpful or relevant by the City Clerk's office for the issuance of
177 or enforcement of a MVPP.

178
179 (vii). The MVPP shall be posted conspicuously upon the Mobile Vendor's Vehicle, as
180 will the Health-Mobile Food Vendor Permit for mobile food vendors, which verifies the
181 applicant's approval from the Health Department, Building Department, and Fire
182 Department.

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E. Notice to Downtown Development Authority

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

F. Penalties.

- (1). Parking without required Mobile Vendor Permit and/or MVPP.
 - (i). If a mobile vendor is parked for operation in the City of Casper, without the correct permit(s) as stated herein, such conduct shall constitute a misdemeanor.
- (2). Clean up of area.
 - (i). The Yearly Permit Holder and/or MVPP holder shall pick-up and bag ongoing litter and trash within a 90 foot radius of the mobile vendor vehicle operation, as well as monitor for and remediate potential hazards associated with the vendor’s operation and hazards due to product spills, product and product container refuge within a 90 foot radius of the mobile vendor vehicle operation.
- (3). A violation of this Ordinance/Chapter shall constitute a misdemeanor punishable by a fine of up to Five Hundred Dollars (\$500.00).
- (4). Loss of MVPP application privilege.

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

This Ordinance shall become effective on _____, 2018.

PASSED on 1st reading the 3rd day of April, 2018.

PASSED on 2nd reading the 15th day of May, 2018.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the ____ of _____, 2018.

228 APPROVED AS TO FORM:

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235 ATTEST:

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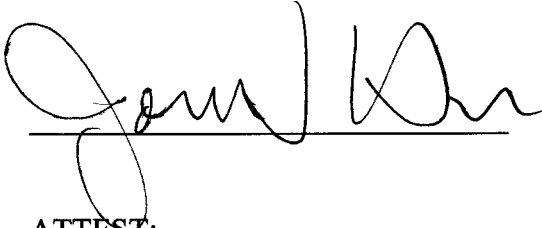
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240

241 Fleur D. Tremel

242 City Clerk

243



CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

ORDINANCE NO. 6-18

AN ORDINANCE AMENDING SECTION 1.28.010 E. OF THE CASPER MUNICIPAL CODE PERTAINING TO THE PENALTY FOR A VIOLATION OF CASPER MUNICIPAL CODE 5.08.370 (MINORS – POSSESSION OF ALCOHOL OR PUBLIC INTOXICATION)

WHEREAS, traditionally, throughout many jurisdictions in the State of Wyoming, including Casper, the imposed sentence for a minor in possession of alcohol included a term of unsupervised probation; and,

WHEREAS, in a Wyoming Supreme Court case titled *City of Casper v. Simonson*, 400 P.3d 352 (2017), the Court ruled that municipal courts cannot impose probation when the only penalty for an offense is a fine; and,

WHEREAS, the Court further concluded that a court cannot place a defendant on probation for an offense that has not expressly been made punishable by a jail or prison sentence; and,

WHEREAS, the Court recognized that its ruling will limit municipal courts' ability to impose what might be helpful conditions of probation to address potential drinking problems of youthful offenders; and,

WHEREAS, the Court left the resolution of that issue to amending the ordinance to provide for incarceration, or through legislation; and,

WHEREAS, the City Council wishes to add incarceration as a potential penalty by amending Chapter 1.28, Section 1.28.010 E. for violation of Casper Municipal Code 5.08.370; and,

WHEREAS, adding incarceration as a potential penalty will allow the Casper Municipal Court to impose probation and the conditions thereof to address potential drinking problems of youthful offenders.

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

Section 1:

That Section 1.28.010 E. of Chapter 1.28 of the Casper Municipal Code is hereby amended to read as follows:

- E. For a violation of city code Section 5.08.370 committed and formally charged by the filing of a complaint in the municipal court for the city, the court may impose a penalty of up to Seven Hundred Fifty Dollars (\$750.00) and/or incarceration for a period not to exceed six (6) months.

Section 2:

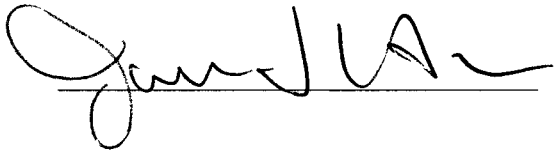
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1st reading the 1st day of May, 2018.

PASSED on 2nd reading the 15th day of May, 2018.

PASSED, APPROVED, AND ADOPTED on third and final reading the _____ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

May 4, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *tlb*
SUBJECT: Authorize a Collective Bargaining Agreement for 2018-2020 between the City of Casper and the Fire Fighters Local Union 904, I.A.F.F., AFL-CIO.

Meeting Type & Date

Council Meeting
June 5, 2018

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Collective Bargaining Agreement for 2018-2020 between the City of Casper and the Fire Fighters Local Union 904, I.A.F.F., AFL-CIO.

Summary

Wyoming State Statute 27-10-102 grants the Fire Fighters in any city, town or county the right to collective bargaining and representation by a bargaining agent (union). The current Collective Bargaining Agreement between the City of Casper and the Casper Fire-EMS Department and the Fire Fighters Local Union 904 will expire on June 30, 2018. The City of Casper and the Fire Fighters Local Union 904 have agreed to a two-year contract term which includes the following changes:

- Minor corrections for clarification of ambiguous language throughout the Agreement.
- Vacation and Disability accrual rates will remain at the Platoon rate for Light Duty Assignments.
- On-Call pay for Investigators will be paid at one (1) hour per day on call for a total of seven (7) hours straight pay per week.
- Temporary acting pay of 5% will be given to Captains and above who work an Interim assignment for ten (10) shifts or more.
- Accrual of hours for Disability payout upon retirement will be capped as of July 1, 2018. This cap will expire when it is lifted for other City employees or on June 30, 2020.
- Step increases will be frozen as of July 1, 2018. The freeze will expire when it is lifted for other City employees or by June 30, 2020.
- The City will maintain a minimum staffing level of 18 but reserves the right to make adjustments to that level if revenue levels drop below a threshold defined in the contract.

This agreement will go in to effect July 1, 2018.

Financial Considerations

Any financial impacts are contained in the Fire-EMS department operational budget for FY19.

Oversight/Project Responsibility

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

City of Casper Management Team:

J. Carter Napier, City Manager
Jason Speiser, Interim Fire Chief
Tracey L Belser, Support Services Director
Tom Pitlick, Financial Services Director
Kathy Frantz, Human Resources Technician

Union Representatives:

Justin Leinonen, Fire Captain, Union President
Dane Andersen, Fire Fighter
Jack Moore, Fire Engineer
Andrew Sundell, Fire Fighter
Matthew Ludwig, Fire Fighter

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

Attachments

Collective Bargaining Agreement for 2018-2020
Resolution

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF CASPER

and the

FIRE-EMS DEPARTMENT

and

FIRE FIGHTERS LOCAL UNION 904

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

July 1, 2018 to June 30, 2020

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ARTICLE I

RECOGNITION

Section 1 - Recognition.

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

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

- B. The Union hereby recognizes that, when duly assigned by Council action, the City Manager and/or his authorized representatives are the sole and exclusive Bargaining Agents for the City Council of the City of Casper, Wyoming.
- C. All Wyoming State Statutes that would apply to the terms and conditions of this Collective Bargaining Agreement, the Rules and Regulations of the Civil Service Commission of the City of Casper, Wyoming, as well as the City of Casper Personnel Rules and Regulations, as they are, from time to time amended, are incorporated into this Agreement by this reference.

Section 2 - General.

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

Section 3 - Non-Discrimination.

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

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

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

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

ARTICLE II

DISPUTE RESOLUTION

Section 1 - Definition and Procedure.

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

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

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

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

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

Time limits may be extended upon mutual agreement.

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

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

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

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

ARTICLE III

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1 - Rights of Management.

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

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

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

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

20. Every effort will be made to maintain a minimum staffing level of at least three (3) full-time firefighters assigned to each pumping apparatus, for a total of eighteen (18) firefighters. The minimum staffing level will be maintained unless the City of Casper's budget declines to extreme financial circumstances. Extreme financial circumstances shall be defined by receipts generated from State sales tax, property tax, direct distribution payments, mineral tax, and severance tax which, for three consecutive months, are below the monthly average collected in the City of Casper's fiscal year 2017.

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

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

Section 2 - Probationary Period.

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

Section 3 - Performance Evaluation (Proficiency Rating).

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

Section 4 - Rules and Regulations.

The City shall have the right to make such reasonable directions, rules, and regulations as may be deemed necessary by the City for the conduct and management of the affairs of

the City, and the Union agrees that the employees shall be bound by and obey said directions, rules, and regulations. The City agrees that no directions, rules, or regulations will be made which are in conflict with this Agreement. Employees shall promptly and efficiently execute the instructions and orders of those above them in the chain of command. If an employee or employees believe a direction, rule, regulation, instruction, or order of a supervisor is unreasonable or unjust, the employee or employees shall comply with the direction, rule, regulation, order, or instruction of the supervisor, but with the further provision that such employee or employees may regard the direction, rule, regulation, order, or instruction as a grievance which shall be handled in accordance with the grievance procedures set forth in Article II, Section 1, of this Agreement.

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

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

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

ARTICLE IV

UNION RIGHTS, RESPONSIBILITIES AND BENEFITS

Section 1 - Responsibility.

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

Section 2 - Strikes.

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

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

Prompt disavowal of such conduct by public announcement.

Posting of general notice in employees' meeting location explaining such disavowal; and
advising employees individually that such conduct is unlawful and prohibited by this Agreement.

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

Section 3 - Wage Schedule

A. Effective July 2, 2015, employees will be paid according to the following. Effective on the pay period beginning July 11, 2018 steps will be frozen. Steps will resume when other City employees have their steps resume, or the end of the last pay period in June 2020, whichever comes first:

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

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

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

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

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

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

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

Section 4 - Overtime.

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

A. Call Back.

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

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

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

A sign-up list will be posted and all personnel will be notified by email. For the first week employees may sign-up for a limited number of slots (determined by Battalion Chief). Multiple picks may be made in each round following the first week depending on the number of partial callbacks available until all slots are filled. Management will specify how many slots can be chosen for each round of picks.

If the employee cannot make the scheduled callback, he/she will find a replacement, change the master list, and notify the on-duty Battalion Chief.

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

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

B. Emergency Call Back and Special Operations.

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

C. Platoon Personnel

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

D. Day Personnel.

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

E. Compensatory Time.

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

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

Section 5 - Clothing Allowance.

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

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

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

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

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

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

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

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

All employees shall be provided a uniform jacket as needed.

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

Section 6 - Hours of Work.

Platoon or Fire Protection Employees. It is agreed that the declared work period for such employees is twelve (12) days, and that they shall work in twenty-four (24) hour shifts, on a three (3) platoon basis as described in the 48/96 schedule listed below. The declaration is made pursuant to 29 USC Section 207(K) and 29 CFR Part 553.

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

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

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

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

Section 7 - Pension Payroll.

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

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

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

Section 8 - Health, Dental and Life Insurance.

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

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

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

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

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

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

Section 9 - Vacation.

Platoon Personnel:

Definitions:

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

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

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

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

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

Accrual and Balances:

Platoon Personnel:

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

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

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

Vacation Selection Process:

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

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

Examples:

Correct selections prior to January 1st:

July 3-4	Jones, White, Johnson (4)
----------	---------------------------

July 3-4	Jones, White, Johnson
----------	-----------------------

Incorrect selections prior to January 1st:

July 3-4	Jones, White(4), Johnson (4)
----------	------------------------------

July 3-4	Jones, White(3), Johnson (4)
----------	------------------------------

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

Floating Shifts:

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

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

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

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

Holidays:

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

Day Personnel:

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

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

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

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

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

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

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

Section 10 - Holidays.

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

<u>2018</u>	<u>2019</u>	<u>2020</u>
July 4	January 1	January 1
September 3	February 18	February 17
October 8	May 27	May 25
November 12	July 4	
November 22	September 2	
November 23	October 14	
December 25	November 11	
	November 28	
	November 29	
	December 25	

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

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

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

Section 11 - Sick Leave.

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

- After Twenty Five (25) years of service
- Employee has reached Fifty (50) years of age
- Employee has met requirements for a disability pension under Article 2 or 4, Chapter 5, Title 15, of the Wyoming State Statutes, as amended.

Disability payout will be capped at whatever the individual balance is at the time of the pay period beginning July 11, 2018. The capped balance will be used to administer disability payout upon retirement. The cap upon accrual, of disability payout accumulation, for retirement disability pay will cease in this contract period when other City employees have payout accrual benefits resume, or at end of the last pay period in June 2020, whichever comes first. Employees will continue to accrue for normal use of disability time as this provision only applies to retirement benefit pay out.

- H. Sick leave will be available to employees who trade time, upon the approval of the Battalion Chief or Station Captain. Refer to Section 19 on shift exchange.
- I. Any false representation, when substantiated by a medical doctor, chosen and paid by the City, made by an employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.
- J. For shift personnel, sick leave will not be used for non-departmental scheduled medical appointments.

Section 12 - Injury Leave.

- A. Whenever a classified employee of the Fire-EMS Department is injured while within the scope of his job responsibilities, he/she shall apply for benefits as provided by the Wyoming Worker's Compensation Act. The employee also shall have the option of using sick leave and, when sick leave is exhausted, vacation, to bridge and/or supplement worker's compensation benefits.

In the event of a duty-connected injury which necessitates an absence from duty for less than 72 consecutive hours, the employee shall have the option of using up to 24 hours of sick leave for said injury. In the event of a duty-connected injury which necessitates an absence of 72 consecutive hours or more, the employee shall have the option of using sick leave and, when sick leave is exhausted, vacation at the rate of 8 hours for each 24-hour absence from duty due to compensable injury. The option to use sick leave or vacation to supplement worker's compensation payments shall cease as of the earliest date that the employee is eligible for retirement or disability pension in accordance with the provisions of the Firemen Pensions and Death Benefits Act.

- B. In the event that a Worker's Compensation Claim is approved and subsequently it is found that just cause exists to contest said claim, Management may file a grievance, as provided for herein, prior to taking any other remedial action.

- C. Any false representation made by an employee in connection with a claim for State Compensation benefits shall be deemed just cause for discipline.
- D. Employees returning from injury leave refer to the physical fitness section of the Fire-EMS Department Policy Manual for return to full duty requirements.
- E. Temporary light duty work agreements shall be at the discretion of the Fire Chief. Temporary light duty work assignments will not start without a note listing specific restrictions from the medical care provider that the employee is being treated by. The note of restrictions shall be provided to Risk Management who is responsible for creating and maintaining all temporary light duty work agreements. Temporary light duty work assignments shall begin at the beginning of the next closest pay period being able to return to work in a light duty capacity.

During the time employees are in a temporary light duty capacity, vacation and sick leave accruals will remain at the Platoon accrual rate.

Section 13 - Family and Medical Leave Policy.

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

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

Section 14 - Career Development.

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

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

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

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

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

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

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

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

Section 16 - Rule Changes.

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

Section 17 - Union Business.

- A. The Union shall notify the Fire Chief of the names of the Officers of the Union within at least one week following their designation. When approved by the Fire Chief, the President, or in his absence, the Vice-President and the Secretary-Treasurer, shall be allowed time off to attend Local 904 Union meetings. Said approval shall be granted by the Fire Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave. The Union shall endeavor to conduct all necessary Union business during the non-working time of the greatest number of employees required for such business.
- B. When approved by the Fire Chief, four (4) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty. Said approval shall be granted by the Fire Chief when said leave would not disrupt or interfere with the service of the Department. In determining whether or not to grant such leave, the relative interests of the parties and the circumstances of the parties at the time such leave is requested shall be considered, as well as the purposes for the leave.
- C. Four (4) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the Union, for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty, provided that such time off shall not interfere with the administration and operation of the Fire-EMS Department.
- D. The President and the Vice-President, or their authorized representative, shall be allowed a combined total of six (6) calendar days per year off with pay to attend I.A.F.F. seminars and conventions, Federated Fire Fighters of Wyoming organization meetings, negotiation sessions, labor/management meetings, or preparation for negotiations, or meetings between City and Union. In no case may more than two (2) on-duty employees be absent from work at any given time. The Fire Chief must be notified in advance of said absences, except in extenuating or aggravating circumstances.

In addition, whenever the above representatives are working on legislative problems of mutual interest to the City and the Union, as agreed upon by the Union President and the City Manager such as revenue legislation, pension meetings with the Wyoming

Association of Municipalities, or with a State legislative committee, they shall be allowed time off with pay to attend these meetings.

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

Section 18 - Public Service.

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

Section 19 - Shift Exchange.

SHIFT EXCHANGE FOR LEGISLATIVE USE:

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

SHIFT EXCHANGE FOR GENERAL PURPOSES:

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

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

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

Section 20 - Off-Duty Work.

The use of off-duty time by a member of the Fire-EMS Department, when not in uniform, shall not be subject to any restriction by the City, except as to avoid overtime pay as provided under applicable labor laws and regulations, provided that no such use of off-duty time shall materially interfere with such member's performance while on duty, nor promote conflict of interest.

Section 21 – Union Representation

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

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

Section 22 – On-Call Time

Fire-EMS Members that are assigned to the Community Risk Reduction (CRR) Division as a CRR Officer I or II, may be required to be placed on a rotating On-Call schedule. This schedule will be seven (7) days in length. While On-Call, the employee may be required to report to work to perform work related duties.

When CRR Officers are placed on the On-Call schedule they shall be compensated at one hour of base pay per day On-Call, for a total of seven (7) hours additional pay for their On-Call schedule.

In the event that a CRR Officer is called to report to duty after regular scheduled work hours, that employee will be compensated accordingly to the overtime rules as described in Section 4 – Overtime of this contract.

Section 23 – Acting Pay

Fire-EMS Members acting in the rank of Captain, and above, will be compensated with a 5% increase on base wage while serving in a capacity with authority and responsibilities of a higher job level. The Member must be designated to work in the Acting capacity for no less than ten (10) shifts to receive Acting Pay for the duration of that assignment.

ARTICLE V

MISCELLANEOUS

Section 1 - Seniority and Promotions.

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

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

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

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

Shift to days:

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

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

Days to shift:

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

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

Section 2 - Training, Physical Conditioning and Health Evaluation.

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

- A. Participation in a regularly scheduled physical fitness program for all departmental employees, each shift or day, to be noted on the performance evaluation.
- B. An annual test, agreed upon by management and the Union, to measure the physical ability of each individual in accordance with performance standards established by management and based upon job related standards. Results of individual and overall performance standards shall be made available to the Fire Chief within ten (10) working days of testing.
- C. Annual physical assessments will be performed by all employees covered by this collective bargaining agreement. Assessments and results will be strictly confidential. Assessments will be conducted six months opposite the scheduling of the annual physical fitness test. The results will not be used in any disciplinary actions against the employee. Only the training division will store the test results. The results are only to be seen by the employee and fitness coordinator. This material will have no effect on performance evaluations or consideration for promotion. Test results will serve to assist the employee to gauge personal performance to ensure readiness for the annual physical fitness test.

Fire administration will be responsible for having a minimum of three fitness coordinators; Coordinators will be educated in fitness and certified by management.

- D. The City shall provide a medical examination/physical by a medical care provider that is mutually acceptable between the City and the Union. The medical examination/physical will be scheduled per the following criteria and shall include inoculations and testing in compliance with OSHA mandates and Fire-EMS Department management recommendations using the Firefighter Physical protocol as guidelines:

Under the age of forty (40) – Bi-annual

Over the age of forty (40) – Annual

Haz-Mat Technician - Annual

Section 3 - Indemnification.

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

Section 4 - Labor/Management Meetings.

The Union and the City shall establish mutually acceptable times, at least quarterly, to meet for discussion on general City policies relating to Union-Management cooperation, a review of major City programs as they relate to the fire fighting function, and suitable items of general interest to the employees of the Department. These meetings shall be to encourage continued open communication between both parties and not be used to discuss alleged grievances either by the Union or by the City. The Union and the City shall meet for breakfast, or lunch, one month prior to formal negotiations to discuss matters that need to be addressed.

Section 5 - Safety.

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

Section 6 - Effective Date and Duration.

This Agreement shall become effective the 1st day of July 2018 and shall remain in force until a new agreement is reached between the Union and the City. This Agreement is anticipated to remain in effect until June 30, 2020.

This Agreement can only be amended by a written document signed by both parties hereto. Any request for collective bargaining concerning an agreement following the expiration of this

Agreement shall be presented in writing to the other party not more than one hundred thirty (130) days, or less than one hundred twenty (120) days before the last day on which money can be appropriated by the City in the year this Agreement expires as provided by W.S. 16-4-111.

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

Section 7 - Custom and Usage.

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

Section 8 - Embodiment of Agreement.

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

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

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

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SECTION I: PURPOSE

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

- A. Employees are advised that manufacturing, distributing, dispensing, possessing, or using illegal controlled substances, including alcohol, on the job is prohibited; and there are job related penalties for violations.
- B. The Department follows the City’s Drug Free Workplace Policy and

shall abide by its terms and conditions as part of this specific policy.

- C. An employee, after being arrested for a violation of a criminal drug or alcohol law or ordinance, shall notify the Fire Chief, or his/her designee, of such arrest no later than five (5) calendar days after such arrest. Any such employee shall further notify the Fire Chief, or his/her designee, of any conviction, acquittal, deferral or other disposition of any such criminal charge or charges no later than five (5) calendar days after any such conviction, acquittal, deferral, or other disposition thereof.

SECTION II: CONSEQUENCE OF VIOLATION

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

SECTION II: SELF DISCLOSURE

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

SECTION III: APPLICABILITY

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

SECTION IV: DEFINITIONS

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

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

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

SECTION V: PROCEDURES

The following procedures apply to all employees while on duty.

A. Prohibited Activity – Drugs

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

B. Prohibited Activity – Alcohol

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

C. Positive Tests

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

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

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

SECTION VI: TESTING

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

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

A. Pre-employment Testing

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

B. Reasonable Suspicion and Post Accident Testing:

1. Matters and circumstances that may be considered in determining reasonable suspicion include:

- a. Information concerning a prohibited activity;
 - b. The reliability of the information;
 - c. The degree of corroboration;
 - d. Other contributing factors;
 - e. Abnormal or erratic behavior by the employee;
 - f. Information concerning recent drug or alcohol use by the employee, provided by reliable and credible sources;
 - g. Direct observation of drug or alcohol use prior to the time of an accident/incident and/or situation;
 - h. Presence of observable symptoms consistent with drug and alcohol use; including but not limited to, glassy or bloodshot eyes, alcohol odor, slurred speech, poor coordination and/or poor reflexes;
 - i. Involvement in an on-duty accident or incident. Employees who are involved in an on-duty accident or incident shall be subjected to drug and alcohol testing performed by Urgent Care of Casper, or if unavailable, another testing facility in the discretion of the Risk Manager. Post accident testing provides for a safety discount on the Workers' Compensation premium;
 - j. A positive test result falls under the Drug and Alcohol Policy for City employees who are required to have a CDL.
2. Supervisors shall reasonably detail, in writing, the specific facts, symptoms, and/or observations, as well as any corroboration, which formed the basis for their determination that reasonable suspicion existed. This documentation is to be forwarded to the Fire Chief or his/her designee, and to Human Resources.
 3. The facts and documentation underlying the determination of reasonable suspicion shall be disclosed to the employee at the time the demand for testing is made.
 4. An employee, pending a drug/alcohol test, shall be temporarily removed from his or her job duties pending an investigation, and shall be placed on administrative leave with pay until the results of the drug/alcohol tests are received. The employee shall not be allowed to drive to or from the testing site, and the employee will be escorted to the testing facility and home by the supervisor, Fire Chief, and/or a Human Resources employee. If the employee tests positive for

alcohol or drugs, the employee will continue on administrative leave, and a recommendation for termination of employment shall be made.

5. If an alcohol test is not administered within eight (8) hours or if a required controlled substance test is not administered within thirty-two (32) hours of the determination of its necessity, attempts to administer such test shall be abandoned and the reasons why the test was not administered shall be documented. Copies of this documentation shall be supplied to the Human Resources Department.

C. Random Testing

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

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

SECTION VII: TESTING METHODOLOGY

- A. Employees shall sign a consent form at testing facility allowing the breath, and/or urine, or saliva test to take place and permitting release of test results to the City, and for the City's use in any and all employment disciplinary or termination actions or proceedings. Employees, who refuse to sign the consent form, to be tested, or to otherwise cooperate in

the testing process, shall be deemed to have tested positive and a recommendation for termination of employment shall be made.

- B. Testing for drugs and alcohol and test sample verification shall be performed by certified personnel selected by the City. The test specimen for alcohol shall consist of a breath sample. The test specimen for drugs shall be urine or saliva.
- C. Confirmation for a positive alcohol test shall be done by a second breath test. The employee may request, at their expense, a blood test as confirmation.
- D. Confirmation for a positive drug test shall be by testing the saliva or urine specimen that tested positive, on the initial screen, by using a technologically different method from the initial screening method, such as gas chromatography/mass spectrometry. All positive drug test results shall be reviewed and interpreted by a Medical Review Officer (MRO) before they are reported to the employer. "Medical Review Officer" means the individual responsible for receiving laboratory results, who is a licensed physician. If the testing laboratory reports a positive result to the MRO, the MRO shall contact the employee, in person or by telephone, and shall conduct an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. If the MRO determines that there is a legitimate medical use of the prohibited drug, the drug test result shall be reported as negative to the employer. The MRO is designated by the City's chosen provider.
- E. Each test specimen for drug testing shall be subdivided into two bottles labeled as a "primary" and a "split" specimen. Only the primary specimen is opened and used for the urinalysis. The split specimen bottle remains sealed and is stored at the laboratory. If the analysis of the primary specimen confirms the presence of a controlled substance, the employee, at her/his expense, has seventy-two (72) hours to request the split specimen be sent to another certified laboratory for analysis. The employee will be reimbursed if the confirmation shows a negative result. The MRO initiates this procedure.
- F. The City shall pay the cost of all tests, which it requires. If an employee is required to submit to an examination or test, or await test results, the employee shall be paid his or her normal rate of pay during the testing and waiting period.
- G. In the event that an employee to be tested for drugs appears unable to provide a urine specimen at the time of the test, he or she shall be permitted no more than three (3) hours to give a specimen, during which time the individual shall remain in the testing area, under observation. The individual shall be given no more than forty (40) ounces of water to drink over the course of the three hours. Whenever there is a reason to believe that a specimen may have been altered or a substitution made, a second specimen shall be immediately provided by the employee. The testing facility will provide documentation to the Human Resources Director explaining the reasons for a second specimen. Failure to submit a specimen shall be considered a refusal to submit to a drug and/or alcohol test unless a physician provides a documented medical reason. A refusal to submit to the

drug/alcohol test shall be deemed to be a positive test and a recommendation for termination shall be made.

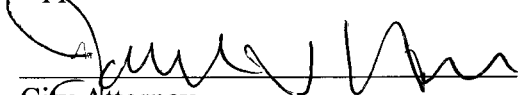
- H. The Human Resources Director or his/her designee shall be advised of the results of the drug and/or alcohol test by the MRO.

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

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement as of the ____ day of _____, 2018.

Approved as to form:



City Attorney

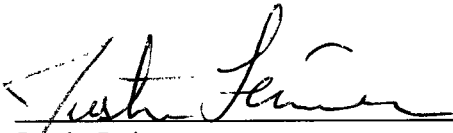
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

J. Carter Napier
City Manager



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

APPENDIX A

TUITION REIMBURSEMENT POLICY

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

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

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

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

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

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

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

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

RESOLUTION NO.18-111

A RESOLUTION AUTHORIZING A CONTRACT WITH THE CASPER FIRE FIGHTERS LOCAL I.A.F.F. UNION 904 FOR THE CONTRACT PERIOD JULY 1, 2018 - JUNE 30, 2020.

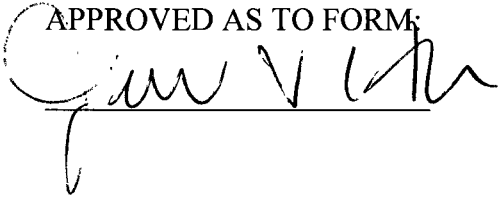
WHEREAS, the City of Casper and the Casper Fire Fighters' I.A.F.F. Local Union 904 have met and concluded negotiations for the contract period July 1, 2018 – June 30, 2020; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor and the City Manager are hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Casper Fire Fighters' I.A.F.F. Local Union 904 for the contract period July 1, 2018 – June 30, 2020.

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 25, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
Aaron Kloke, MPO Supervisor *AK*
SUBJECT: Casper Area Long Range Transportation Plan

Meeting Type & Date: Regular Council Meeting, June 5, 2018.

Action Type: Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Nelson Nygaard Consulting Associates, Inc., a firm based in Los Angeles, California, for the Casper Area Long Range Transportation Plan, in an amount not to exceed \$318,249.

Summary:

The Casper Area Metropolitan Planning Organization is composed of the City of Casper, the Towns of Bar Nunn, Evansville, and Mills, and Natrona County. The leading objective of this project is to update the 2014 Casper Area Long Range Transportation Plan (LRTP) for the Casper Urbanized area and to provide a plan for the development of transportation facilities for the next thirty (30) years, to the year 2048. Federal transportation regulations requires every Metropolitan Planning Organization to have an LRTP with a minimum 20-year forecast period and planning horizon. The Casper Area LRTP is also required to be updated every five years. The LRTP will be developed in coordination with the MPO and the governing bodies of the above member jurisdictions.

A Request for Proposals (RFP) was released on October 13, 2017. Two consulting firms responded with proposals by the December 18, 2017 deadline. Proposals were reviewed on January 23, 2018 by a selection sub-committee consisting of MPO Technical Committee members, Committee member representatives, and staff: Andrew Beamer, Chad Aagard, Dan Adcock, Steve Kurtz, Raymond Catellier, Liz Becher, Kevin O'Hearn, and Aaron Kloke.

The committee ultimately selected Nelson Nygaard Consulting Associates, Inc. to partner with the MPO to complete the Casper Area Long Range Transportation Plan based on the quality of the initial proposal and interview performance, qualifications of proposed staff, experience and proposal of a strong public participation element.

The proposed project will include:

1. Inventory and review of past plans and corridor studies.

2. Review and needs assessment of key elements of the Casper area transportation system including streets, roadways, interchanges, bike and trail facilities, transit services and infrastructure, freight and goods movement, and parking.
3. Public participation and outreach, including public engagement strategy, project website, community meetings, open houses, a multi-day charrette, coordination with MPO Citizen's Committee, and meetings with elected officials.
4. Provide assistance in updating the Casper Area Traffic Demand Model (CATDM) including staff training.
5. Address and establish baseline metrics for federally required transportation performance measures
6. Identification of key projects, policies, strategies, along with a financial plan which demonstrates how the adopted plan can be implemented.

The proposed project is expected to be complete by October 2019.

Financial Considerations:

The proposed contract shall not exceed \$318,249. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$320,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for this project on March 30, 2018.

Oversight/Project Responsibility:

Aaron Kloke, MPO Supervisor has been tasked with overseeing this project.

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____, 2018, by and between the City of Casper, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601 hereinafter referred to as the "Owner," and Nelson\Nygaard Consulting Associates, Inc., 706 South Hill Street, Suite 1200, Los Angeles, CA 90014, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, pursuant to this Agreement, Owner is undertaking professional services for a Casper Area Long Range Transportation Plan, hereinafter referred to as the "Project"; and,

WHEREAS, Owner desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project; and,

WHEREAS, Consultant represents that it is prepared to provide such services.

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

I. SCOPE OF SERVICES.

A. The Consultant agrees to perform all the services hereunder, using reasonable skill and judgment in accordance with sound business and professional standards. The Consultant agrees to keep the Owner thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated to each task by each employee relating to its services in connection with this project as required by the Owner to be presented with each request for payment.

B. Subject to the sub-contractor limitations of Part II, Paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Owner, the services as set forth in Exhibit "A" (Scope of Services) which is attached hereto and hereby made a part of this Agreement. Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the Owner and the Consultant.

II. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of a written notice to proceed from the Owner.

B. The Project shall be completed on or before October 1, 2019.

III. COMPENSATION:

In consideration of the performance of services rendered under this Agreement, the Consultant shall be compensated for services performed in accordance with this Agreement, not to exceed a fee of Three Hundred Eighteen Thousand and Two Hundred Forty-Nine Dollars (\$318,249). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be accepted on a monthly basis for services provided in the prior month. It is understood that Owner will retain seven percent (7%) of each Project Task cost, as outlined in Exhibit A of the Agreement until the Community Development Director provides written notice of final acceptance of each phase. These Project Task costs include travel, but do not include project management costs, QA/QC costs, or other direct costs. The cost of each Project Task is broken down as outlined:

	Total Cost	7% of Task Cost
Task 1	\$21,133	\$1,479
Task 2	\$52,509	\$3,676
Task 3	\$71,103	\$4,977
Task 4	\$53,949	\$3,776
Task 5	\$82,866	\$5,801
Tasks Total	\$281,560	

IV. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. Invoices will be payable within forty-five (45) days of receipt or Owner shall pay interest from the forty-fifth day at the rate of one and one-half percent (1.5%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

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

V. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services, Project Budget, and Schedule

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Contractor Compliance with Title VI of the Civil Rights Act of 1984 for Federal Aid Projects

Exhibit D: Certification of Contractor

Exhibit E: Certification of Agent

Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated Agreement between the Owner and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Owner and Consultant with the prior written approval of the Owner.

IN WITNESS WHEREOF, the Owner and the Consultant have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation, as Owner:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS:

Nelson\Nygaard Consulting Associates, Inc.,
as Consultant:

By: Anne Hockens

By: [Signature]

Printed name: Anne Hockens

Printed name: David Field

Title: Office manager

Title: Principal

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect;
or
 - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its 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.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant 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 Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant 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 Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.
- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof,"

“hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers’ compensation programs before and during performance of work under this Agreement, if applicable.

- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services, Project Budget, and Project Schedule, consisting of nine (9) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Consultant 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 Consultant's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature

of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.

- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant 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 Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.

- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such

original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- b. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- c. **Business Automobile Liability Insurance.** The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. **Unemployment Insurance.** The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. **Payment of Premiums and Notice of Revocation.** All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. **The Owner May Insure for Contractor.** In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. **The Owner's Right to Reject.** The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. **The Owner's Right to Contact Insurer.** The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:

- i. Exclusions from coverage;
- ii. Claims in progress which could significantly reduce the annual aggregate limit; and
- iii. Any applicable deductible amounts.

If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant’s responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

MM. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys’ fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.

OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

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

UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws

VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove

any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.

- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

- BBB. Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.
- CCC. Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant without the prior written consent of the Owner.
- DDD. Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- EEE. Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.
- FFF. Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

EXHIBIT "A" (1 of 3)

SCOPE OF SERVICES

The purpose of this project is to update the 2014 Long Range Transportation Plan for the Casper Urbanized area and to provide a plan for the development of transportation facilities for the next thirty (30) Years, to the year 2048 for the Casper, Wyoming region (hereinafter referred to as "LRTP"). Nelson\Nygaard Consulting Associates (hereinafter referred to as "CONSULTANT") will develop a planning document that will clearly explain Casper Area Metropolitan Planning Organization (hereinafter referred to as "MPO") comprehensive, multimodal transportation planning and design policies and standards and establish priorities for transportation in the region.

Task 0 – Project Management and QA/QC

The CONSULTANT will establish procedures for reporting, communications, and administration of this Agreement at the beginning of the Agreement and will review and update these procedures as necessary during the course of the project. A regular schedule of project management meetings will be established up to two meetings per month either in person during site visits or via telephone.

The CONSULTANT will be responsible for assuring quality for all deliverables. The Consultant will employ a formal process of product and draft reviews on a bi-monthly basis to foster accuracy and quality for final products.

Task 1 - Inventory and Review

Task 1.1 - Kickoff Activities

An in-person kickoff meeting will be held during which the CONSULTANT will work with the MPO to refine the project work plan and schedule. This meeting will also be used to clarify communications protocols and to provide additional details of expected deliverables. The CONSULTANT will provide the MPO with a data request list to support the technical aspects of the scope of work. As a part of this kickoff trip, CONSULTANT will also meet with the Citizens Commission and attend a Council Meeting (details in public outreach section of scope).

Task 1.2 – Inventory

This task will entail collection of data, policy frameworks, assets and opportunities in the study area, as well as review of existing planning documents, projects, policy frameworks, assets and opportunities. CONSULTANT will review current and past plans including but not limited to: West Belt Loop Land Use, Connectivity and Access Plan, Platte Park Planning and Environmental Linkage Study, Casper Area Transit Development Plan, Casper Area, Path and Bikeway Plan, Comprehensive Plan Update for Casper, Comprehensive Plan Transportation Trails Element for the Towns of Bar Nunn, Evansville and Mills, Transit Route and Scheduling Analysis, Signal

Timing Study and the I-25 Entryways Beautification and Design Standards. These plans will be provided to the CONSULTANT by the MPO.

CONSULTANT will also catalog any available regional transportation data including 2015 GIS Aerial Flight and available traffic counts (data will be provided by the MPO or partner agencies). The CONSULTANT will develop a list of requested data and deliver to the MPO at the kickoff meeting. In order to guide the analyses and regional model development, the CONSULTANT will compile demographic and trend data including Census/American Community Survey data and data on regional employment. As employment data may require work with Wyoming State agencies and decisions regarding projections and categorization, the MPO will work with CONSULTANT to arrive at policy decisions for employment data organization.

Deliverables:

- Data Request List
- Kickoff Meeting Notes (Including agreed-upon communication protocols)
- Data inventory

Task 2 - Needs Assessment

Task 2.1 – Assessment

The CONSULTANT will conduct a series of engagement activities, meetings, and workshops with community members, county and city leadership, and stakeholders to determine the community’s vision and goals, as well as strengths and opportunities in the current transportation system. The CONSULTANT will identify transportation issues and concerns as expressed by the public, the MPO and local jurisdiction staff, WYDOT, the MPO Technical Committee, and other stakeholders as identified through the LRTP’s public involvement process.

Goals and Performance Criteria - CONSULTANT will match the community’s goals to the new rules for performance measures and performance based planning (FAST Act goals). CONSULTANT will incorporate relevant US DOT initiatives in support of livable communities and sustainable development, including: safe and efficient multimodal transportation that provides access to housing, employment and, educational opportunities in a way that supports existing communities and values the unique characteristics of communities and neighborhoods. From these goals, CONSULTANT will recommend performance measures and targets (consistent with WYDOT’s performance measures target setting process) to be used in project and program evaluation.

Transportation Needs Assessment - Following review and synthesis of past products and themes of recent work, CONSULTANT will make a comprehensive assessment of travel needs in the Casper Region. CONSULTANT will document travel markets, community needs, stakeholder priorities, and existing infrastructure and services. The CONSULTANT will document transportation issues and concerns as expressed by the public, MPO and local jurisdiction staff, WYDOT, the MPO Technical Committee, and other stakeholders.

Task 2.2 - Working Paper

Based upon the comments of those involved, the CONSULTANT will prepare a working paper summarizing the transportation issues and concerns identified and the goals supported by the community. Included in the paper will be a discussion of the issue identification process used and documentation of meetings held and stakeholders involved.

Deliverables:

- Needs Assessment Working Paper
- Goals, Metrics and Prioritization Methodology Summary

Task 3 – Analysis

The CONSULTANT will facilitate generation of project ideas, will develop and evaluate scenarios and potential outcomes, and establish a framework for transportation spending and prioritization.

Task 3.1 - Modeling

The CONSULTANT will utilize and update the region's TransCAD travel demand model to test the candidate projects versus the measurable mobility criteria developed in Task 2.1. While these will not constitute all of the evaluation criteria, they remain important. CONSULTANT will provide model calibration and update the travel demand model based upon the most recent census population information and Wyoming employment data and projections. CONSULTANT will work with MPO staff to develop three (3) testing scenarios that correspond to coherent and consistent programs.

CONSULTANT will use the updated regional travel forecasting model to test the aggregate impacts of these three (3) scenarios on travel. CONSULTANT will code each scenario into the model, focusing on highway and transit projects as well as other proposed actions that tend to improve basic accessibility factors such as new street links and access to transit stops and stations. CONSULTANT will work with MPO to decide whether bicycle and pedestrian elements are best modeled within or outside of the TransCAD model and will proceed accordingly.

CONSULTANT will also provide up to sixteen hours of technical assistance to the MPO staff in updating the Casper Area Travel Demand Model and will travel to Casper for eight hours of training on use of the updated model.

Task 3.2 - Project Evaluation

Candidate Project Identification - The CONSULTANT will work with the MPO and partner agencies to identify potential transportation projects. These sources will include adopted community and transportation plans, capital improvement programs, the existing LRTP and ideas generated by members of the community. This will include development of ideas to encourage

development in proximity to services that encourage pedestrian activity and support the use of transit (including consideration of urban design and its relationship to transportation choices).

Streets, Roadways and Interchanges

The CONSULTANT will work with the community and agency partners to identify project candidates, develop assessments and work toward recommendations for modifications to existing and new streets and roadways and intersection improvements. This will include cases where operational improvements or “hotspot” fixes can be more cost effective than major capital projects. CONSULTANT will develop general, planning level cost estimates as a part of these efforts.

Bike and Trail Facilities

The CONSULTANT will identify projects to build upon the 2013 Casper Area, Trails, Path and Bikeway Plan including projects that extend throughout the entire MPO Planning Area. The CONSULTANT will focus not only on the presence of infrastructure, but design policy for users with an emphasis on 8 to 80 accessibility.

Transit Services and Infrastructure

The CONSULTANT will review existing transit and paratransit services and develop recommendations for potential new and/or improved of transit services including an assessment of costs and possible funding sources.

Evaluation – The CONSULTANT will have developed an evaluation methodology (in Task 2) that builds upon the community’s goals. The CONSULTANT will analyze the capacity of the current transportation system related to roads at or near capacity, as well as evaluating effects on the environment, equity and social justice, economic development, health, livability and other factors that may be important to the community for transportation decision making.

Task 3.3 - Air Quality/Congestion/Climate Analysis

The CONSULTANT will outline improvements to system operational efficiencies that could lead to improved air quality and minimize climate impacts. These improvements may include traffic signal timing improvements, consideration of more energy-efficient vehicles or modes and steps that will lead to a reduction of growth of Vehicles Miles Traveled (VMT).

Task 3.4 - Ordinance Assessment

The CONSULTANT will recommend any necessary city, town, and/or county ordinance modifications, land use review procedures and/or WYDOT policy changes that might help achieve the plan’s goals.

Task 3.5 - Safety and Active Transportation Analysis

The CONSULTANT will undertake an assessment of safety both in the goals setting tasks and in the development of project candidates. The CONSULTANT will utilize available crash data to

recommend locations to improve safety. The CONSULTANT will focus on more vulnerable system users (pedestrian and bicycle safety issues).

Task 3.6 - Goods Movement Analysis

The CONSULTANT will integrate freight planning into the regional transportation plan. This will include identification of industrial land uses, identification of freight system trends, needs, and issues, leading to a set of actionable recommendations regarding truck routes, street design guidance and land use considerations.

Deliverables:

- Modeling summary
- List of Candidate Projects for Evaluation
- Multi-Modal Transportation Project Evaluation
- Ordinance Assessment
- Sixteen hours of travel demand model technical assistance for MPO Staff
- Eight hours of modeling training for MPO Staff

Task 4 - Final Plan

Task 4.1 - Implementation Element

The CONSULTANT will develop an implementation element, including an implementation framework, potential responsible parties and a list of possible funding and financial strategies. The CONSULTANT will identify available funding sources, including public/private partnerships, based on information provided by the MPO to determine how potential projects meet local objectives and prioritize project readiness and phasing.

The financial plan will be financially constrained based upon projected revenues. The financial plan will identify sources beyond federal funding that may be available to support implementation of the LRTP.

Task 4.2 - Draft Report

The recommendations will be in the form of a briefing book style (with technical appendices) with a focus on the project action plans – a phased and prioritized implementation plan in five-year increments going to the forecast year of 2048, including strategies and actions to accommodate the safe and efficient movement of people and goods in ways the best meet the community goals established at the project outset. The report will document specific projects and implementation options for important transportation corridors to achieve the vision of attractive gateways and a safe, efficient, convenient, cost-effective, system. The LRTP will meet federal standards. The Final Report will include a Citizen’s Guide to the 2019 Casper Area Long Range Transportation Plan to ensure readability for and comprehension by the average Casper Area citizen.

Task 4.3 - Final Report

The MPO and partner agencies and stakeholders will review the draft report. The MPO will gather one set of consolidated comments and the CONSULTANT will make revisions required to develop a final report.

Deliverables:

- 12 copies of a draft report for review by the MPO Technical Committee.
- 20 copies of the final report suitable for reproduction
- Copy of the final report and all work products including updated travel demand model on appropriate electronic media
- Separate Citizen's Guide to the 2019 Casper Area Long Range Transportation Plan

Task 5 - Public Participation

The CONSULTANT will use in-person techniques (such as pop-up meetings), traditional community meetings, stakeholder and focus group meetings, online engagement and work with policy-makers—to make the planning process welcoming, convenient, and effective.

Task 5.1 - Community Meetings

The CONSULTANT will organize up to eight popup or plan van events that are short in duration and held in areas where people are likely to be already. These events will be held during two different weeks with approximately four set ups each week.

The CONSULTANT will facilitate one traditional open house or charrette workshop. The MPO will identify the venue and promote the event.

Task 5.2 - Media

The CONSULTANT will work with the MPO to raise awareness of the project through traditional and social media. The CONSULTANT will provide materials throughout the project that are appropriate for sharing with the community at large. The MPO will manage press releases and social media management, manage e-mail newsletters and updates. The CONSULTANT will establish brand standards for the project (based on input from the MPO) and the MPO will provide ongoing graphic design for the media platforms. The CONSULTANT will assist in the launch and initial development of a project website. The MPO will provide ongoing website maintenance, upkeep, and updates.

Task 5.3 - Stakeholder/Elected Official Meetings

The CONSULTANT will facilitate a series of meetings and engagement strategies with stakeholders in the regional community. These will include:

- MPO Technical Committee meetings (3);

- MPO Policy Committee meetings (3);
- MPO Citizens’ Commission meetings (3);
- Two Online Surveys
- Five Council meetings;
- Two County Commissioner meetings;
- One Three-Day Charrette;
- Two Sets of Pop-Up Events;
- Draft Plan Public Hearing;
- The diagram below illustrates approximately how the engagements described above will be arranged and staffed during the project.

<u>TRIP 1</u>	<u>TRIP 2</u>	<u>TRIP 3</u>	<u>TRIP 4</u>	<u>TRIP 5</u>
<i>Duration: 2 Days</i>	<i>Duration: 3 Days</i>	<i>Duration: Full Week</i>	<i>Duration: 3 Days</i>	<i>Duration: 2 Days</i>
<i>Presentation/Meeting Topics: Project Scope, Schedule, Outreach</i>	<i>Presentation/Meeting Topics: Existing Conditions, Goals-Setting</i>	<i>Presentation/Meeting Topics: National Best Practices, Need Assessment, Project Ideas, Evaluation Criteria</i>	<i>Presentation/Meeting Topics: Project Evaluation, Preliminary Priorities</i>	
Team Kickoff Meeting Citizens Commission #1 Council Meeting #1	Pop-Ups #1 Citizens Commission #2 Council Meeting #2	Project Candidates Charrette Focus Groups (At Charrette) Technical Committee #1	Pop-Ups #2 Technical Committee #2 Policy Committee #2 Council Meeting #4	Draft Plan Hearing Technical Committee #3 Policy Committee #3 Citizens Commission #3 Council Meeting #5 County Commission Meeting #2
CONSULTANT Attendees (1)	CONSULTANT Attendees (3), MPD Assistance at Pop-Ups	Policy Committee #1 Council Meeting #3 County Commission Meeting #1 CONSULTANT Attendees (6), MPO Assistance at Charrette	CONSULTANT Attendees (2), MPO Assistance at Pop-Ups	CONSULTANT Attendees (1)

Deliverables:

- Assistance in the launch and initial development of a project website
- Project Public Engagement Strategy, including detailed roles, responsibilities, and expectations of CONSULTANT and local staff
- Facilitation of Outreach Meetings
- Outreach Direct Costs including meeting space rental, snacks/water, meeting related printing and rental of pop-up tables/van.
- Summary of public engagement efforts and findings

EXHIBIT "A" (3 of 3)

PROJECT BUDGET

Task	Description	Nelson\Nygaard Labor Costs								Subconsultant Costs				Total Labor Hours	Total Labor Costs	Total Travel Expenses	Total Misc. Expenses	Total Direct Expenses	Total Costs		
		Paul Moore		Lilly Shoup		Zachary Zabel		Jewel DeGuzman		Edward Tang		Jennifer Wieland								Jungwha Yuh	
		Principal 6	Principal 1	Associate 3	Associate 2	Associate	Engineer 1	Principal 3	Junior Designer	Norm Marshall	Smart Mobility	Smart Mobility	Smart Mobility							Smart Mobility	
		Base Rate	Overhead	Profit	Total Billing Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost							Hours	Cost
0	PROJECT MANAGEMENT and QA/QC	30	60	150									240	\$33,288					\$33,288		
1	Inventory and Review																				
1.1	Kickoff Activities		2	18		6							26	\$4,099					\$1,000	\$5,099	
1.2	Inventory		2	8	60	80							12	\$16,034					\$16,034		
	Task Total		4	26	60	86		0	0				12	\$20,133				\$1,000	\$21,133		
2	Needs Assessment																				
2.1	Assessment		8	36	70	120		8					40	\$29,938	70	70	\$9,450			\$39,388	
2.2	Working Paper		4	24	80								108	\$13,121					\$13,121		
	Task Total		12	60	150	120		8	0				40	\$43,059	70	70	\$9,450			\$52,509	
3	Analysis																				
3.1	Modeling		2		4								6	\$949	160	160	\$21,600			\$22,549	
3.2	Project Evaluation		4	30	50	110		60	16				270	\$29,689					\$29,689		
3.3	Air Quality/Congestion/Climate					10							10	\$897					\$897		
3.4	Ordinance Assessment		2	4	20								26	\$3,220					\$3,220		
3.5	Safety Analysis		2			40		24					66	\$6,316					\$6,316		
3.6	Goods Movement Analysis		4	12	30								4	\$6,431					\$6,431		
	Task Total		14	46	104	160		84	16				4	\$47,503	160	160	\$21,600			\$69,103	
4	Final Plan																				
4.1	Implementation Element		8	24	60	24		8					32	\$17,675					\$17,675		
4.2	Draft Report		16	60	80	60							216	\$27,820					\$27,820		
4.3	Final Report		4	32	20								56	\$8,454					\$8,454		
	Task Total		28	116	160	84		8	0				32	\$53,949					\$53,949		
5	Public Participation																				
5.1	Community Meetings		50	100	60	60		32	24				32	\$52,207					\$9,000	\$61,207	
5.2	Media		2	4	6	20							32	\$3,612					\$500	\$4,112	
5.3	Stakeholder/Elected Official Meetings		30	24	20	20							94	\$16,046					\$1,500	\$17,546	
	Task Total		82	128	86	100		32	24				32	\$71,866					\$3,400	\$82,866	
	Task Total		0	0	0	0		0	0				0	\$0					\$0	\$0	
	TOTAL HOURS		170	436	710	550		132	40				120	2,158		230	230		2,388		
	TOTAL LABOR & TRAVEL COSTS		\$46,664	\$72,955	\$71,066	\$49,323		\$11,992	\$8,129					\$269,799	\$31,050				\$31,050	\$300,849	
	OTHER DIRECT COSTS																		\$3,400	\$3,400	
	TOTAL COSTS																		\$3,400	\$318,249	

Direct Cost Summary	
Travel	\$14,000
Meeting Space Rental	\$800
Meeting Printing (Boards, Posters, etc.)	\$900
Pop-Up Rental Costs (van/tents)	\$1,000
Meeting Snacks/Water	\$400
Meeting Supplies (for activities)	\$300
	<u>\$17,400</u>

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on April 11, 2017 for a Casper Area Long Range Transportation Plan to not exceed Three Hundred Thousand Dollars (\$300,000); and,

WHEREAS, on January 23, 2018, the Consultant Selection Committee approved the hiring of Nelson\Nygaard Consulting Associates, Inc. to complete the Casper Area Long Range Transportation Plan.

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the amendment of the MPO Unified Planning Work Program (UPWP) Budget on March 30, 2018 for a Casper Area Long Range Transportation Plan to not exceed Three Hundred Twenty Thousand Dollars (\$320,000); and,

WHEREAS, Nelson\Nygaard Consulting Associates, Inc. is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into an agreement with Nelson\Nygaard Consulting Associates to complete the Casper Area Long Range Transportation Plan in accordance with the scope of work and schedule included in this Agreement, for an agreement amount not to exceed Three Hundred Eighteen Thousand and Two Hundred Forty-Nine Dollars (\$318,249).

PASSED AND APPROVED THIS 17 day of May, 2018.

ATTEST:

CASPER AREA METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE


Liz Becher
Community Development Director

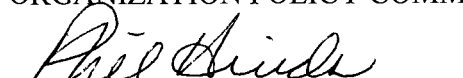

Phil Hinds
Chairman

EXHIBIT "C"

NOTICE TO CONTRACTOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1984
FOR FEDERAL-AID CONTRACTS

During the performance of this Agreement, Nelson\Nygaard Consulting Associates, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations.

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination.

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements or materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Contractor under the Agreement until the Contractor complies; and/or,
- B. Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions.

The Contractor shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

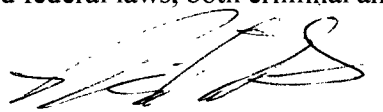
CERTIFICATION OF CONTRACTOR

I hereby certify that I am the Principal and duly authorized representative of the firm of Nelson\Nygaard Consulting Associates, Inc.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

5/17/18
Date


Signature

David Felder
Printed Name

Principal
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated agent of the City of Casper, Wyoming, a Municipal Corporation, and that the above contracting firm or her representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Ray Pacheco
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF ~~_____~~)ss

COUNTY OF ~~_____~~)ss

I, David Field being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]

Principal
Title

Subscribed in my presence and sworn to before me this _____ day of _____, 2018, by:

see attached

Notary Public

My Commission Expires

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

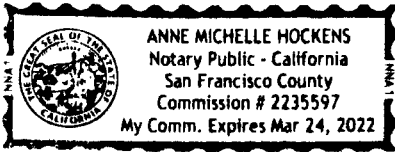
Subscribed and sworn to (or affirmed) before me

on this 17th day of May, 2018,
by Date Month Year

(1) David Fields

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature Anne Michelle Hockens
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RESOLUTION NO.18-112

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND NELSON NYGAARD CONSULTING ASSOCIATES, INC. FOR A CASPER AREA LONG RANGE TRANSPORTATION PLAN IN AN AMOUNT OF THREE HUNDRED EIGHTEEN THOUSAND TWO HUNDRED FORTY-NINE DOLLARS (\$318,249).

WHEREAS, the City of Casper, Wyoming, the Towns of Evansville, Mills, and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on April 11, 2017, for a Casper Area Long Range Transportation Plan, not to exceed Three Hundred Thousand Dollars (\$300,000); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups specializing in transportation planning on October 13, 2017; and,

WHEREAS, the Project Selection Committee selected Nelson Nygaard Consulting Associates, Inc. on January 23, 2018, to complete the Casper Area Long Range Transportation Plan; and,

WHEREAS, the MPO Policy Committee approved the amendment of the MPO Unified Planning Work Program (UPWP) Budget on March 30, 2018, for a Casper

Area Long Range Transportation Plan, not to exceed Three Hundred Thousand Dollars (\$320,000); 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 Contract for Professional Services between the MPO and Nelson Nygaard Consulting Associates, Inc. on behalf of the Casper Area Metropolitan Planning Organization in the amount of Three Hundred Eighteen Thousand Two Hundred Forty-Nine Dollars (\$318,249) for a Casper Area Long Range Transportation Plan.

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

May 8, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Wyoming Smart Capital Network (WSCN) Amendment.

Meeting Type & Date:

Regular Council Meeting, June 5, 2018.

Action type:

Resolution.

Recommendation:

That Council, by resolution, approve the amendment to the Wyoming Smart Capital Network Services Agreement.

Summary:

In 2010, the Small Business Jobs Act was passed by Congress which implemented and created the State Small Business Credit Initiative (SSBCI) through the United States Treasury. The SSBCI program has allocated more than \$13 million dollars to Wyoming for economic development efforts to spur and create jobs in Wyoming.

Under the leadership of the City of Laramie, there were 17 Wyoming municipalities who banded together to create a mutual Services Agreement to bring the Treasury money into Wyoming's economy: Casper, Cheyenne, Cody, Douglas, Edgerton, Gillette, Green River, Hanna, Hartville, Laramie, Midwest, Pine Bluffs, Powell, Rawlins, Rock Springs, Sundance and Wheatland.

The SSBCI program has been implemented in these 17 communities by Wyoming Smart Capital Network (WSCN). A summary of the Wyoming Smart Capital Network is attached. The program has been a huge success, deploying all of the monies received from Treasury into Wyoming business and jobs. The Wyoming SSBCI/WSCN program is an evergreen fund, which means the monies will continue to be recycled and reused for more business and to create more jobs indefinitely. The Services Agreement between WSCN and each of the participating municipalities remains in effect. In 2017, the Treasury's formal role and oversight of this program ceased.

The Consortium Board, or the designees from each of the 17 municipalities, have met and proposed recommendations and actions for the Municipal Councils to consider. An amendment to the original Services Agreement has been jointly proposed.

Financial Considerations

Not applicable.

Oversight/Project Responsibility

Liz Becher, Community Development Director, will be responsible for overseeing the City's participation in the Wyoming Smart Capital Network.

Attachments

Resolution

Amendment to Services Agreement

WSCN Summary

AMENDMENT TO SERVICES AGREEMENT

This Amendment to Services Agreement (this "**Amendment**"), dated as of October 1, 2017, to be effective as of December 3, 2017 (the "**Effective Date**") is entered into by and among the City of Laramie, Wyoming (the "**Lead City**"), and the other Wyoming municipalities signatory hereto (the Lead City, together with the other Wyoming municipalities signatory hereto, each a "**Participating Municipality**", and collectively, the "**Participating Municipalities**"), Wyoming Smart Capital Network, LLC, a Wyoming limited liability company ("**WSCN**"), and Development Capital Networks, LLC, a Delaware limited liability company ("**DCN**"). The Participating Municipalities, WSCN and DCN are referred to herein as the "**Parties**" and each individually as a "**Party**."

RECITALS

A. The Parties and certain other Wyoming municipalities entered into a Services Agreement dated as of December 4, 2012 (the "**Services Agreement**"), pursuant to which the Participating Municipalities engaged WSCN to administer certain aspects of the Approved Municipal Programs (as defined in the Allocation Agreement and further referred to below) on behalf of the Participating Municipalities and to deploy all Allocated Funds (as defined in the Allocation Agreement) in accordance of the terms and conditions of the Allocation Agreement and the Services Agreement for purposes of advancing economic development in Wyoming. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings assigned to them in the Services Agreement.

B. The Services Agreement was entered into in connection with an allocation of funds from the United States Department of Treasury ("**Treasury**") by and through the 2010 Small Business Jobs Act and the State Small Business Credit Initiative ("**SSBCI**") to the Participating Municipalities pursuant to an Allocation Agreement for Participating Municipalities dated as of December 4, 2012 (the "**Allocation Agreement**"), between Treasury and the Participating Municipalities.

C. All disbursements from Treasury pursuant to the Allocation Agreement have been made, and to date, the Approved Municipal Programs have resulted in support for over eighty projects that have helped create over 500 full-time and part-time jobs.

D. On the Effective Date, (i) all of the terms of the Allocation Agreement regarding reporting and expenditures of funds will terminate with **Treasury**, and (ii) the Cooperative Agreement among the Participating Municipalities will also terminate.

E. The Parties desire to enter into this Amendment in order to provide for the continuation of the Approved Municipal Programs and to modify certain provisions of the Services Agreement from and after the Effective Date.

NOW, THEREFORE, in consideration of the premises and mutual covenants, conditions and agreements hereinafter set forth, the Parties hereby agree to amend the Services Agreement as follows:

1. ADMINISTRATION OF APPROVED PROGRAMS BY WSCN.

1.1 Programs Funds. As used in this Amendment, the term “Program Funds” shall mean (a) all funds held by WSCN as of the Effective Date that were disbursed by Treasury under the Allocation Agreement, and (b) all funds received or held by WSCN at any time on or after the Effective Date as a result of returns of and returns on investments, interest and fees earned on loans, and repayments of loans. From and after the Effective Date, all references in the Services Agreement to the “Allocated Funds” shall be deemed references to “Program Funds” (as herein defined). The Parties reaffirm that WSCN is to operate as a perpetual fund until all Program Funds have been invested in Approved Programs (as hereinafter defined) and ultimately exhausted and that the Program Funds are intended only for this purpose and are not to be returned to or made available to any of the Participating Municipalities for alternative purposes. This provision shall survive termination of the Services Agreement and any amendments thereto.

1.2 Approved Programs. From and after the Effective Date, (a) WSCN shall be authorized to loan and/or invest Program Funds in any of the programs described below for purposes of economic development (hereinafter collectively referred to as the “Approved Programs”), and (b) all references in the Services Agreement to the “Approved Municipal Programs” shall be deemed references to the “Approved Programs” (as herein defined). The provisions of this Paragraph 2.1 shall supersede any conflicting provisions set forth in Section 2.2 of the Services Agreement.

1.2.1 Credit Guaranty Program. With its Credit Guaranty Program (“CGP”) WSCN may extend guarantees to lenders to support loans to qualifying small businesses on a loan by loan basis. A guaranty may be a general obligation of WSCN or secured by a Certificate of Deposit or other assets of WSCN. WSCN may also participate in loans made by lenders, purchase loans, or make loans directly to qualifying small businesses on a loan by loan basis. A loan may be *pari passu*, senior or subordinate to other lenders. WSCN may adopt rules to guide the CGP. The Managers shall report these rules and any changes in the rules to the **Council**, as defined further herein.

1.2.2 Seed Capital Network Program. With its Seed Capital Network Program (the “SCNP”), WSCN may invest in funds to support investment in qualifying small businesses. An investment may be in the form of an interest purchased in a fund, such as a limited partner interest or an LLC member interest. A commitment to a fund may be *pari passu*, preferred or subordinate to other investors. WSCN may also invest directly in qualifying small businesses. An investment may be in the form of a debt or equity or royalty interest purchased in a company or an intermediary that invests in a company. A commitment will typically be in participation with other investors and may be *pari passu*, preferred or subordinate to such investors. WSCN may adopt rules to guide the SCNP. The Managers shall report these rules and any changes in the rules to the **Council**, as defined further herein.

1.2.3 Jurisdictional Boundaries of Approved Programs. The Approved Programs shall focus on supporting projects that advance economic development within the following Wyoming counties: Albany, Campbell, Carbon, Converse, Crook, Laramie, Natrona, Park, Platte, and Sweetwater (hereinafter defined the “Service Area”).

1.3 References to Allocation Agreement. From and after the Effective Date, (i) the rights, duties and obligations of WSCN shall be limited to those set forth in the Services Agreement, as amended by this Amendment, (ii) all references to duties or obligations of any Party arising under the Allocation Agreement shall be of no further force and respect, and (iii) Section 1.3 of the Services Agreement shall be deleted.

2. COMPENSATION. From and after the Effective Date, the first two sentences of Section 2.3 of the Services Agreement shall be consolidated into a single sentence reading as follows:

WSCN may pay compensation to its fund and program managers and may reimburse its fund and program managers for expenses incurred, all in accordance with the fee and expense schedule set forth in Exhibit I.

Further, Exhibit 1 to the Services Agreement shall be amended to permit for WSCN’s annual fee to its Managers to be a flat fee, adjusted at the beginning of a calendar year for changes in the prior year to the Consumer Price Index, which amount shall be invoiced in equal monthly parts in advance by DCN and paid when due.

3. ADVISORY COUNCIL. A new Section 13, and any subparts, is hereby added to the Services Agreement, reading as follows:

Section 13. Advisory Council. There shall be an Advisory Council to WSCN (“*Council*” with various roles and responsibilities to review and advise WSCN as to further implementation and compliance of the intended use of the Program Funds and the Approved Programs.

Section 13.1 Composition of the *Council*. Initially, the *Council* shall consist of the Authorized Municipal Official or his/her designee of the Lead City and six (6) Authorized Municipal Officials or their designees of six (6) other Participating Municipalities, who shall be elected by a majority of a quorum of the seventeen (17) Participating Municipalities. The Authorized Municipal Official of the Lead City, or his/her designee shall initially serve as the Chair of the *Council*. A majority of the members of the *Council* shall constitute a quorum, and a majority of the quorum is authorized to conduct business or take action on behalf of the *Council*.

Section 13.2 Responsibilities of the *Council*. The *Council’s* primary responsibilities shall be:

- i. To determine terms, election procedures and other matters necessary to future composition of the *Council*. The *Council* shall elect its replacement members.
- ii. To establish regular meetings, special meetings and meeting protocol, as a *Council* and with WSCN.
- iii. To report as necessary to the other Participating Municipalities.
- iv. To establish meetings and protocol for taking actions on behalf of the *Council*.
- v. To develop and establish a conflicts of interest policy for *Council* members.
- vi. To select the annual financial auditor for the Program Funds, together with the concurrence of WSCN,
- vii. To select the transaction compliance reviewer for the Program Funds, together with the concurrence of WSCN,
- viii. To advise WSCN on rules and proposed changes to rules for the Approved Programs,
- ix. To establish criteria for projects that may be located outside of the Service Area, however provide economic development advancements to the Service Area, and thus to consider and/or approve or deny WSCN's participation in said projects,
- x. To establish criteria to consider and approve or deny proposals or requests from new Wyoming municipalities, counties and/or organizations who desire to become actively involved in the Approved Programs which in turn enable WSCN to better serve Wyoming, the Service Area and its economic development efforts,
- xi. To receive reports from the WSCN, including reports of possible conflicts of interest,
- xii. To consider waiver requests for any contracted obligation of the Manager or WSCN on behalf of all Participating Municipalities,
- xiii. To advise WSCN on any other matters brought by the Managers, and
- xiv. To establish other bylaws, policies or rules as deemed necessary by the *Council* to better govern and manage the Council's affairs and operations.

Section 13.3 Limitation on Liability. No Authorized Municipal Official, his/her designee or member of *Council* shall be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of their duties as members of the *Council*. Additionally, the Participating Municipalities do not waive their governmental immunities as defined by Wyoming law.

4. EFFECTIVENESS AND EXECUTION. This Amendment shall be effective as of the Effective Date and shall be effective as between WSCN and the Participating Municipalities that execute and deliver a counterpart of this Amendment prior to the Effective Date. The terms of this Amendment shall be incorporated into and form a part of the Services Agreement. Except as amended, modified and supplemented by this Amendment, the Services Agreement shall continue in full force and effect in accordance with its original stated terms, all of which are hereby reaffirmed in every respect as of the date hereof. This Amendment may be executed in any number of multiple counterparts, all of which taken together shall constitute one and the same instrument. Delivery by any party of an executed counterpart of a signature page to this Amendment by telecopier, facsimile or portable document format (pdf) shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written, effective as of the Effective Date.

Wyoming Smart Capital Network, LLC

By: _____

Name: _____

Title: _____

Development Capital Networks, LLC

By: _____

Name: _____

Title: _____

City of Casper, Wyoming

By: _____

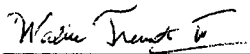
Name: Ray Pacheco

Title: Mayor - City of Casper

APPROVAL AS TO FORM

I have reviewed the attached *Amendment to Services Agreement* by the Lead City (Laramie, Wyoming), Participating Municipalities (includes the City of Casper, Wyoming), Wyoming Smart Capital Network, and Development Capital Networks, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: _____, 2018.



Wallace Trembath III
Assistant City Attorney



Summary of the Wyoming Smart Capital Network History and Purpose

- To create jobs by helping businesses access capital.
- Funded by the U.S. Department of Treasury as part of the SSBCI program through the Small Business Jobs Act of 2010.
- Manage \$13.2 million debt and equity fund.
- Formed in 2012 by a coalition of 17 Wyoming municipalities who joined together to bring this capital resource to their communities.
- Spur economic development and growth.
- Leverage private capital.
- Diversify Wyoming's economy

Cumulative Summary of Accomplishments April 2013 – September 2017

Established two new development finance programs in Wyoming:

Collateral Loan Support Program

- 86 projects funded in Collateral Support Program
- Loans made in 12 of 17 municipalities
- Partnered with 13 lending institutions
- Employed \$15,220,125 of collateral support funds
- Leveraged a total of \$70,334,853 in debt investment in WY businesses
- A ratio of 4.62 to 1 (for every dollar deployed by WCSN, \$4.62 was invested by lending institutions in Wyoming businesses)
- Projected to create 300 full-time and 220 part-time jobs for Wyoming citizens, which translates into approximately \$11.9 million in annual wages.
- One loss to date of \$50,000, with additional project in bankruptcy/workout.

Seed Capital Program

- Funded one project with a satisfactory exit

RESOLUTION NO.18-113

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE WYOMING SMART CAPITAL NETWORK (WSCN) AGREEMENT BETWEEN THE CITY OF CASPER AND THE PARTICIPATING WYOMING MUNICIPALITIES IN THE STATE CONSORTIUM FOR THE PURPOSE OF STIMULATING ECONOMIC DEVELOPMENT EFFORTS.

WHEREAS, the City of Casper joined the State Small Business Credit Initiative (SSBCI), created through the United States Treasury, when it was implemented in 16 other Wyoming municipalities in 2011 by the WSCN; and,

WHEREAS, the City of Casper desires to remain and continue as a member of the SSBCI/WSCN program; and,

WHEREAS, the City of Casper supports the recommendation of the SSBCI/WSCN Consortium Board to expand the geographic boundaries from the 17 original municipal boundaries to include the jurisdiction of the complete county of each of the participating municipalities; and,

WHEREAS, the City of Casper supports the creation of an Advisory Council to be created by, and through, an amendment to the Services Agreement with WSCN which will coordinate the guidance and oversight of the SSBCI/WSCN program similar to the existing participation in the Consortium Board but with greater flexibility; and,

WHEREAS, the City of Casper desires to adopt the rules of the SSBCI/WSCN program to include improvements and changes, specifically to the Credit Guaranty Program and the Seed Capital Network Program as described in the Amendment to the Services Agreement dated October 1, 2017; and,

WHEREAS, the City of Casper desires that the SSBCI/WSCN program and rules retain the majority of the U.S. Treasury program rules currently in place as modified by WSCN.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest a Resolution authorizing an Amendment to the Wyoming

Smart Capital Network (WSCN) Agreement between the City of Casper and the participating Wyoming municipalities in the State Consortium for the purpose of stimulating economic development efforts.

PASSED, APPROVED, AND ADOPTED THIS _____ day _____ 2018.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

May 18, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
Tory Walsh, Metro Animal Services Manager
SUBJECT: Authorizing the Adoption of Metro Animal Services Fee Changes

Meeting Type & Date:

Regular Council Meeting, June 5, 2018.

Action type:

Resolution.

Recommendation:

That Council, by resolution, adopt the proposed Fee Resolution, rescinding Resolution No. 13-236, which was adopted in 2013.

Summary:

The Metro Animal Services (MAS) Fee Schedule was reviewed after a court case was adjudicated in December of 2017 involving a restitution request. The most significant changes to the proposed fee schedule are Judicial Impound Fees and Veterinarian Costs.

The average cost of direct animal care at this facility is \$34.95 per animal per day. When the need arises to confiscate an animal because it poses a threat to public health and safety, the animal remains impounded at the Shelter until the case is adjudicated. Depending on the Court's calendar, this process generally takes 2-4 months. Other than posing a threat to other animals or human beings, MAS may also confiscate an animal due to neglect or abuse, in which case the animal will require veterinary care. Whether an animal is vicious or neglected and abused, it requires a higher level of care. The City Attorney's Office discussed the fees and presented the numbers outlined in the Resolution.

The addition of Judicial Impound Fees and Veterinarian Costs generally only applies when criminal charges are filed. An exception may be where an animal bearing identification is injured and the owner cannot be immediately reached; MAS may transport the animal to a veterinarian where the owner will be responsible for the expenses.

Financial Considerations

No revenue increases are forecasted.

Oversight/Project Responsibility

Tory Walsh, Metro Animal Services Manager, will be responsible for processing Metro Animal Services Fees.

Attachments

Resolution

RESOLUTION NO.18-114

A RESOLUTION ESTABLISHING FEES FOR THE METROPOLITAN ANIMAL CONTROL FACILITY AND RESCINDING RESOLUTION NO. 13-236

WHEREAS, it is appropriate to review and change the established fees for the Metropolitan Animal Control facility from time to time, to ensure their timeliness with current economic conditions;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Resolution No. 13-236 is hereby rescinded, and the following fee schedule is hereby established for use of the Metropolitan Animal Control Facility.

All Fees described herein are on a per-animal basis, and exclude livestock, except where noted below.

Annual License Fees*

Unaltered Dogs and Cats	\$ 25.00
Unaltered Dogs and Cats if microchipped	\$ 15.00
Sterilized Dogs and Cats	\$ 5.00
Sterilized Dogs and Cats if microchipped	\$ 00.00

Other License Fees:

Kennel, Cattery, or Pet Shop	\$ 50.00
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*License fees shall cover a one-year period from the date of issue. Every owner shall obtain a new license each year, and a new fee paid. Upon change in ownership of an animal or facility, the new owner must obtain a new license. Licenses are non-transferable and not refundable.

Adoption Fees

Dogs	\$ 50.00
Cats	\$ 35.00

Other Animals	\$ 25.00
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Adoption Fee Discounts

Senior Citizens (age 55 and older), and Military Personnel (regardless of military status), shall receive 50% off all animal adoptions fees. Any and all adopted dogs and cats, shall be sterilized prior to release to their new owners, If a future owner desires to have the animal spayed,

or neutered outside of the City of Casper, they shall deposit a bond of \$100.00 to be returned upon proof of the procedure being completed within 10 days, or the bond is forfeited and the animal shall be impounded and/or returned to Metropolitan Animal Control, if said animals are old enough to be castrated or spayed. If an adopted animal is too young to be neutered or spayed, the adopter shall also deposit a bond of \$100.00 and agree to have the procedure done within a reasonable period, as designated by Metropolitan Animal Control Staff. If the animal is not sterilized within the time set by Metropolitan Animal Control, the bond shall be forfeited and the animal shall become the property of Metropolitan Animal Control.

Daily Boarding Fees, if impounded longer than 2 hours

Chicken hens and domestic pets (per day)	\$ 12.00
Livestock (per day)	\$ 24.00

Judicial Impound Fees (Per day)

All Dogs and Cats	\$ 40.00
All Other Animals	\$ 60.00

Quarantine Fees, in addition to impoundment fees	\$ 12.00
All animals (Per Day)	

Veterinarian Costs and Fees	actual charges
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Owner Release Fee, in addition to all other fees and costs
(Owner Surrenders Animal to Metropolitan Animal Control)

All Animals	\$ 10.00
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General Provisions

Greater boarding and impound fees for “all other animals” are due to generally higher feed costs, and special enclosures and additional handling requirements for animals that are livestock or farm animals, exotic, reptile, avian, livestock and wild animals, as defined under Wyoming Statute.

The Metropolitan Animal Services Manager has no authority to increase fees without prior approval of the Casper City Council.

Metropolitan Animal Control may reduce daily boarding or judicial impoundment fees by no more than 20% if there is a showing of lower than standard costs of care for an animal by Metropolitan Animal Control or financial inability on the part of an owner to reclaim an animal. A signed receipt by the animal owner, noting the reason for the deduction is required.

If an individual has an animal microchipped upon picking the animal up from Metropolitan Animal Control, the fees shall be reduced 20%.

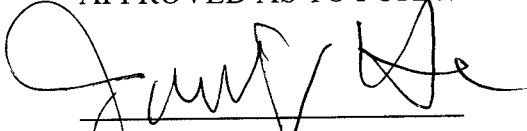
Metropolitan Animal Services Manager has the authority to reduce adoption fees for all animals, but may not increase adoption fees without prior approval from Casper City Council. A signed receipt by the individual adopting the animal, noting the reason for the deduction is required.

Pet Safe Program

Metropolitan Animal Services does have a PetSafe Program for individuals who suffer from loss of residence due to documented fire, domestic violence/abuse, or medical crisis who are unable to house their animals. Such individuals shall be permitted to house their animals with Metropolitan Animal Control for up to 30 days without charge. PetSafe is available on a case-by-case basis and shall be approved by the Metro Manager.

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

May 24, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Authorize an Amendment to the Lease Agreement with the State of Wyoming, Department of Administration and Information, Construction Management, for Property Located in the Downtown Area to be Used as a Parking Lot

Meeting Type & Date:
Regular Council Meeting, June 5, 2018.

Action type:
Resolution.

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

Summary:
In April 2016, Council first approved a one-year lease agreement with the State of Wyoming for the property previously owned by the Goodstein Trust and generally located along Collins Drive between Midwest Avenue and David Street. The lease allows the City to use the property for additional parking at community events such as the monthly art walks, summer and holiday parades, Troopers events, sporting events at the high school, as well as for economic development purposes. That agreement was amended in May 2017 for a one (1) year extension. The currently proposed amendment will extend the term of the amended lease for one (1) year through May 20, 2019. Total rent under this amended lease shall be Three Dollars (\$3.00). All parking requests for the lot will be coordinated through the Community Development Office.

Financial Considerations
Not applicable.

Oversight/Project Responsibility
Liz Becher, Community Development Director, will be responsible for overseeing the lease for parking on the State property.

Attachments
Resolution
Amendment to the Lease Agreement

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

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

2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Lease between the Lessor and the Lessee which was duly executed on April 26, 2016 and which came effective April 20, 2016 for the premises located at 200 North David, Casper, Wyoming 82601. The purpose of this Amendment is to:
 - A. Effective May 20, 2018, extend the term of the original Lease for one (1) year through May 20, 2019.

 - B. Increase total rent under this Lease to THREE AND 00/100 DOLLARS (\$3.00).

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

Amendment One dated May 30, 2017, extended the term of the Lease to May 20, 2018; increased the total rent payment under this Lease to Two and 00/100 Dollars (\$2.00); added specifics on snow removal on Premises and added Lessor's reasonable use.

3. **Term of the Amendment.** This Amendment shall commence on May 20, 2018, or upon the date the last required signature is affixed hereto, whichever is later, and shall remain in full force and effect through the term of the Lease, as amended, unless terminated at an earlier date pursuant to the provisions of the Lease, or pursuant to federal or state statute, rule or regulation.

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

“Lessor leases to the Lessee the Premises for a term of three (3) years and one (1) month, commencing on April 20, 2016 and terminating on May 20, 2019, or sooner as provided herein.”

All other provisions of Section 3 of the original Lease remain unchanged.

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

“The rent to be paid under this Lease by Lessee to Lessor shall be THREE DOLLARS (\$3.00).”

All other provisions under Section 4 of the original Lease remain unchanged.

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

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

7. **Special Provisions.**

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

8. **General Provisions.**

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

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

LESSOR:

State of Wyoming, Administration & Information, General Services

William R. Merrill, Administrator

Date

Dean Fausset, Director

Date


LESSEE:

The City of Casper

Ray Pacheco, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Kristin M. Nuß, Senior Assistant Attorney General

05-23-18
Date

APPROVAL AS TO FORM

I have reviewed the *Amendment No. 2 to the Lease Agreement Between the State of Wyoming, Administration & Information General Services and the City of Casper*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 24 day of May, 2018.

A handwritten signature in black ink, appearing to read "John Henley", written over a horizontal line.

John Henley
City Attorney

RESOLUTION NO.18-115

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

WHEREAS, The State of Wyoming, Department of Administration and Information, Construction Management, whose address is 801 West 20th Street, Cheyenne, Wyoming 82002 (hereinafter referred to as the "Lessor") and the City of Casper, 200 North David Street, Casper, Wyoming (hereinafter referred to as the "City") desire to enter into an amendment to the lease agreement for land in the downtown area; and,

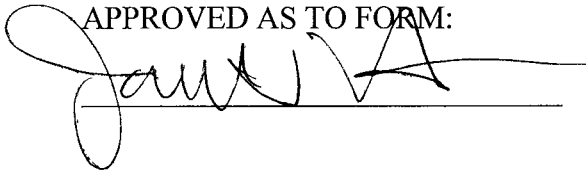
WHEREAS, the Lessor owns the land that the City wishes to utilize for additional parking for special events downtown; and,

WHEREAS, the amendment would extend the term of the lease one additional year, until May 20, 2019.

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

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

May 1, 2018

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

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

SUBJECT: Authorizing a Procurement Agreement with CUES, Inc., in the Amount of \$21,390.00, for the CCTV Push Camera System.

Meeting Type & Date

Regular Council Meeting
June 5, 2018

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Procurement Agreement with CUES, Inc. (CUES), in the amount of \$21,390.00, for the CCTV Push Camera System, Project No. 18-041.

Summary

On Tuesday, May 1, 2018, one (1) bid was received for the CCTV Push Camera System, Project No. 18-041. The bid was received by CUES, Inc., from Orlando, Florida, in the amount of \$21,390.00.

The Solid Waste Division utilizes a closed circuit television camera to inspect leachate risers at the Casper Regional Landfill. Along with the camera system, the contractor shall provide two (2) sets of operation manuals, two (2) sets of service manuals, two (2) sets of parts manuals, and a four (4) hour in-field training by the manufacturer's representatives. The estimate prepared by the City Engineering Division was \$30,000.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As only one bid was received, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding will be from the Balefill Fund allocated to the CCTV Push Camera System.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution
Agreement

STANDARD
PROCUREMENT AGREEMENT
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this ____ day of _____, 2018, between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with CUES, Inc., 3600 Rio Vista Avenue, Orlando, Florida 32805, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

Solid Waste CCTV Push Camera System, Project No. 18-041

The following special services are required: Provide specific items identified in the Special Provisions.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. POINT OF DELIVERY.

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

City of Casper Solid Waste Facility
Attn: Sean Orszulak
1886 North Station Road
Casper, WY 82601

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.

- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of ninety (90) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollar(s) (\$200.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Twenty-One Thousand Three Hundred Ninety Dollars (\$21,390.00). See Exhibit "A" - Bid Form and Exhibit "B" - Bid Schedule.

ARTICLE 6. PAYMENT PROCEDURES.

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

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

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

ARTICLE 7. INTEREST.

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

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A" - Bid Form (Pages BF-1 to BF-3, inclusive).
- 9.3 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 9.4 Addenda No. (0).
- 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 bearing the title "Solid Waste CCTV Push Camera System", the contents as listed in the Table of Contents thereof.
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award.
- 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.

(This space intentionally left blank)

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

DATED this _____ day of _____, 2018.

APPROVED AS TO FORM:

Willie Schmidt

CONTRACTOR:

CUES, Inc.

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

By: _____

By: _____

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: **City of Casper**
 Solid Waste CCTV Push Camera System
 Project 18-041

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 a Procurement Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 4 of the Procurement Agreement.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Bond. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Procurement Documents and submit the other documents required by the Procurement Documents within thirty (30) days after the date of Owner's Notice of Award.

3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.

4. In submitting this Bid, Bidder represents, as more fully set forth in the Procurement Agreement, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

 Addendum No. N/A Dated N/A

 Addendum No. Dated

 - B. Bidder has examined the site and locality where the Goods are to be furnished, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or furnishing the Goods and has made such independent investigations as Bidder deems necessary;

 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person or business entity; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person or business entity to refrain from bidding; and Bidder has not sought by

collusion to obtain for himself any advantage over any other Bidder or over the City; and,

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule, Page 1 of 1) \$ 21,390.00

TOTAL BASE BID, IN WORDS: Twenty one thousand three hundred ninety dollars
_____ DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.
8. Communications concerning this Bid shall be addressed to:

Address of Bidder: CUES, Inc.
3600 Rio Vista Avenue
Orlando, FL 32805
Att: Gillian Wilson

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on Apr. 1 27, 2016.

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

EXHIBIT "B"
BID SCHEDULE

SOLID WASTE CCTV PUSH CAMERA SYSTEM
PROJECT NO. 18-041
April 24, 2018

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


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

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	CCTV Push Camera System	EA	1	\$ 21,390.00	\$ 21,390.00
TOTAL BID					\$ 21,390.00

• **BID IN WORDS:**

Twenty one thousand three hundred ninety

This bid submitted by: CUES, Inc. 
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.18-116

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH CUES, INC. FOR THE SOLID WASTE CCTV PUSH CAMERA SYSTEM.

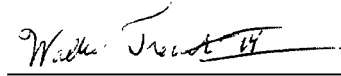
WHEREAS, the City of Casper desires to procure a new CCTV Push Camera System for the Solid Waste Division; and,

WHEREAS, CUES, Inc., is ready, willing and able to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with CUES, Inc., in the amount of Twenty-One Thousand Three Hundred Ninety Dollars (\$21,390.00), to furnish a new CCTV Push Camera System.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

May 7, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Daniel Griswold, Deputy Chief of Operations/Training
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Mountain West Telephone, in the amount of \$26,798.50, for the fiber communication line installation for Casper Fire-EMS Station #5.

Meeting Type & Date
Regular Council Meeting
June 5, 2018

Action Type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with Mountain West Telephone, for the installation of a City owned fiber optic communication line from City Dispatch to the new Fire Station #5.

Summary
Fire-EMS Station is currently being constructed by Caspar Building Systems at 555 Landmark Drive. A dedicated fiber optic communication line is required for the dispatch system that will be utilized for the new station. City staff solicited a quote from Mountain West Telephone (MWT) to tie into the city owned network rack at the dispatch center, utilize existing conduit and pull boxes owned by MWT, and install new conduit and pull boxes to provide 12 dedicated strands of fiber to the new Fire Station #5. Other fiber networks in the area are not easily accessible for expansion to the project site.

The cost for this work is \$26,798.50. Work is scheduled to be completed by July 31, 2018.

Financial Considerations
Funding for this project will be from Optional One Cent #15.

Oversight/Project Responsibility
Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments
Quote provided by Mountain West Telephone dated February 2, 2018
Agreement
Resolution



123 West 1st Street - Suite C95, Casper, WY 82601
307-233-8400 FAX 307-472-4167

EXHIBIT A

QUOTATION

QUOTE NO

ITEM COUNT
8

BILLING ADDRESS

City of Casper / City of Casper
200 North David

Casper, WY,82601

DELIVERY ADDRESS

City of Casper / City of Casper

Agent: House	Quote Date: 0000-00-00 00 00 00	ETD: 2018-03-02 00 00 00
Entered By: Jan Warren	Requested By: city	Contract Term: 1 Month
Quote Note: place fiber to firestation #5		

Line	QTY	Product ID	Description	Price	MRC Total	NRC Price	NRC Total
1	100	DBORE	Directional Boring 100 feet - Per Foot Charge, Includes Conduit	\$ 0.00	\$ 0.00	\$33.98	\$3398.00
2	706	BULK-TECH	Bulk tech customization 706 Feet Trenching - Per Foot Charge Includes Conduit	\$ 0.00	\$ 0.00	\$ 5.89	\$4158.34
3	32	BULK-TECH	Bulk tech customization Labor - 4 Man Crew, 4 Days	\$ 0.00	\$ 0.00	\$410.88	\$13148.16
4	2	MISC	Misc. Charge 2x Hand Hold and Placement	\$ 0.00	\$ 0.00	\$560.28	\$1120.56
5	24	FIBER-SPLICE	Fusion Splice - Fiber Optic 24 Fiber Splices, 12 Strands Each End.	\$ 0.00	\$ 0.00	\$17.84	\$428.16
6	16	BULK-TECH	Bulk tech customization Labor - 2 Fiber Techs - 1 Day	\$ 0.00	\$ 0.00	\$113.70	\$1819.20
7	1	MISC	Misc. Charge Fiber Termination Panel - Loaded - Includes Supplies	\$ 0.00	\$ 0.00	\$655.08	\$655.08
8	950	MISC	Misc Charge 24 Strand, Armored, SingleMode, Outdoor Cable	\$ 0.00	\$ 0.00	\$ 2.18	\$2071.00
					MRC Total	NRC Total	
					\$ 00.00	\$ 26798.50	

MRC: Monthly recurring charges
NRC: Non-recurring charges (installation)

ACCEPTANCE:

To accept this quotation and begin the order process,
please sign, date and return via fax to our sales department at
307-333-0101

Quotation accepted by:

Signature: _____
Date: _____

Questions or Comments on your
quote
Please contact your sales
representative at 307-233-8400

All quotations valid for 30 days for the quote date shown above

Mountain West Telephone - 307-233-8400 Fax 307-472-4167 / 123 West 1st Street Suite C95, Casper, Wyoming 82601

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of _____, 2018, by and between the following parties:

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

2. Mountain West Telephone, 123 West 1st Street, Casper, Wyoming 82601 (“Contractor”).

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

RECITALS

A. The City is undertaking a project to construct a new Fire-EMS Station #5.

B. The project requires professional services for the installation of a City owned Fiber communication service.

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: Contractor must supply all labor and materials necessary to install the 24 strand fiber communication line as detailed in the proposal from Mountain West Telephone dated February 7, 2018 (Exhibit A), which is attached hereto and hereby made part of this agreement. A minimum of 12 strands of fiber will be dedicated to the City of Casper and are to be terminated by Mountain West Telephone inside the City Dispatch Center’s current network rack. Termination of fiber at the proposed Fire-EMS Station #5 to be completed outside of this contract, coordinate with Caspar Building Systems to ensure an adequate amount of fiber is coiled in the pull box. Fiber must be installed in conduit with locate wire for the full length. Contractor to furnish and install all conduit, pull boxes, and locate wire for full length of the fiber installation.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of July, 2018.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty-Six Thousand Seven Hundred Ninety-Eight and 50/100 Dollars (\$26,798.50).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract. All payments shall be based on the actual work completed and the itemized unit prices provided by Mountain West Telephone on the quote dated 2/7/2018 (Exhibit A).

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walker Tremel

ATTEST


CITY OF CASPER, WYOMING
A Municipal Corporation


Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
Mountain West Telephone

By: 
Printed Name: Chris Ruegger
Title: outside plant supervisor

By: 
Printed Name: Tim Meads
Title: Network/Infrastructure Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

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

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 18-117

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH MOUNTAIN WEST TELEPHONE FOR THE INSTALLATION OF FIBER COMMUNICATION FOR THE NEW CASPER FIRE STATION NO. 5.

WHEREAS, the City of Casper desires to install dedicated fiber optic communication for Fire Station #5; and,

WHEREAS, Mountain West Telephone is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Mountain West Telephone.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the Agreement, for a total amount not to exceed Twenty-Six Thousand Seven Hundred Ninety-Eight and 50/100 Dollars (\$26,798.50).

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 17, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Andrew Beamer, P.E., Public Services Director AB
Cindie Langston, Casper Solid Waste Division Manager
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing a General Service Contract with Rocky Mountain Power, in the amount of \$29,868.00, for the Baler Building Expansion and Materials Recovery Facility Electrical Service Upgrade.

Meeting Type & Date

Regular Council Meeting
June 5, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a General Service Contract with Rocky Mountain Power, for the General Service Contract request number 6516219 to upgrade the electrical service for the Baler Building and Materials Recovery Facility (MRF) Expansion, in the amount of \$29,868.00.

Summary

Rocky Mountain Power has reviewed the Baler Building Expansion project and developed an estimate for the required service upgrades as indicated in the plans provided by Hein|Bond Architects. These electrical upgrades will provide adequate power for the expansion as well as power for a future baler in the MRF. The electrical service upgrade requires an agreement between Rocky Mountain Power and the City of Casper. Rocky Mountain Power requires these costs be paid by the owner of the facility. As such, these costs were not included in the construction contract.

Financial Considerations

Funding for this project will be from the Solid Waste Improvements Other Than Buildings budget.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Letter dated May 14, 2018 from RMP
RMP – General Service Contract

**ROCKY MOUNTAIN
POWER**
A FORTICORP COMPANY

Estimating Department
2840 E. Yellowstone Hwy.
Casper, WY 82609
307-261-7003

May 14, 2018

City of Casper
Attn: Ethan Yonker
200 N. David St
Casper, WY 82601

Dear Mr. Yonker:

Enclosed are two copies of a general service contract between you and Rocky Mountain Power whereby Rocky Mountain will provide electric service to your bale fill at 1886 N. Station Road, Casper, Wyoming.

If this agreement meets with your approval, please sign **both** copies of the contract and return them to Rocky Mountain Power in the enclosed return envelope. A fully executed copy of the contract will be returned to you for your files upon execution by Rocky Mountain.

Enclosed are three copies of right-of-way easement needed to provide service to your new site. Please have all three copies of each executed before a notary public and return two of them to this office in the enclosed return envelope.

Once Rocky Mountain Power has received **both** copies of the contract, right of ways and monies, the materials for your project will be ordered. **Keep in mind that materials take a minimum of two weeks to arrive from the time of order.**

Scheduling your project for construction must be coordinated with local management. Please allow three to five days after the contract has been received before calling to schedule. Their phone number is 1-307-261-7027. Please reference your request number **6516219** when calling.

If you have any questions, please call me at 261-7010.

Sincerely,



Jeri Leach
Estimator

**ROCKY MOUNTAIN POWER
and
CITY OF CASPER
GENERAL SERVICE CONTRACT
(1000 KVA OR LESS)**

This General Service Contract ("Contract"), dated May 14, 2018, is between Rocky Mountain Power ("Company"), whose address is 2840 E. Yellowstone Hwy, Casper, Wyoming, and the **City of Casper** ("Customer"), whose address is 200 N. David, Casper, Wyoming, for electric service for Customer's bale fill operation ("Facility") at or near 1886 N. Station Road, Casper, Wyoming.

The Company's filed tariffs (the "Electric Service Schedules") and the rules (the "Electric Service Regulations") of the Wyoming Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 277/480-volt, three-phase electrical service to the Customer's Facility.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, which shall be 300 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 60 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 60 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest \$7,891.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance"). Customer has paid for engineering, design, or other advance payment for Company's facilities in the amount of \$0.00, which amount is reflected in the balance due in the Customer selected option below. (**Customer must initial** selected option on the blank space at the beginning of the option and pay the balance due given in that option.)

— **Refund Option.** The total Customer Advance for this work is \$29,868.00, and the **balance due is \$29,868.00**, and Customer remains eligible for refunds. Company will refund part of the Customer Paid Costs if additional customers connect to the

Improvements within sixty (60) months of the date the Company is ready to supply service. Company will refund twenty percent (20%) of the refundable Customer Paid Costs allocable to the **shared** Improvements for each of four (4) additional customers. The Company will try to inform Customer when a refund is due. However, in the event Company is unable to locate Customer or has not identified that a refund is due, **Customer is responsible for requesting a refund** within twenty-four (24) months of the additional applicant connecting to the Improvements.

— **Contract Administration Credit Option.** Customer chooses to receive a Contract Administration Credit of **\$250** and **waives their right to refunds should additional applicants connect to the Improvements.** Accordingly, the **balance due is \$29,618.00.**

4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the greater of: (1) the **Customer's monthly bill**; or, (2) \$125.57 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 25 and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.
5. **Term.** This Contract becomes effective when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service.

In the event Customer terminates service or defaults for reasons other than those stated in Section 10. **City of Casper Special Provisions**, c) Availability of Funds (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the five-year term.

6. **Payments.** All bills shall be paid in accordance with the provisions contained in Wyoming State Statute 16-6-602, the City of Casper, and Rocky Mountain Power's Rule 8 policies and procedures. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. PacifiCorp shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund PacifiCorp determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

7. **Customer Obligations.** Customer agrees to:
 - a) Reimburse all expenses to Company including labor and associated expense and fees in obtaining and preparing Rights of Way acceptable to Company, using Company's standard forms. Company will invoice Customer after construction is complete for the Rights of Way expenses, and

- b) Comply with all of Company's tariffs, procedures, specifications and requirements.
- 8. Effective.** This Contract will expire unless you:
- a) Sign and return an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of the Contract, and
- b) Are ready to receive service within 150 days of the Customer signature date below.
- 9. Special Provisions:** None
- 10. City of Casper Special Provisions:**
- a) Ambiguities. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to rights and immunities of the Customer under the Wyoming Governmental Claims Act Shall be construed in the favor of the rights and immunities provide thereunder.
- b) Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Company shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Customer.
- c) Availability of Funds. Each payment obligation of the Customer is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Company, the contract may be terminated by the Customer at the end of the period for which the funds are available. The Customer shall notify the Company at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Customer to terminate this Contract to acquire similar services from another party
- d) Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, or delivery in person.
- e) Sovereign Immunity. The City of Casper 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 of Casper specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- f) 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 Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

g) Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

11. Design, Construction, Ownership and Operation. The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of either the Company or Customer.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

12. Governing Law; Venue. All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Wyoming applicable to contracts executed in and to be wholly performed in Wyoming by persons domiciled in the State of Wyoming. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Wyoming, or state courts of the State of Wyoming, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

13. Remedies; Waiver. Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

14. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

CITY OF CASPER

By _____
signature
Ray Pacheco Mayor-Casper
NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

Ethan Yonker
ATTENTION OF
200 N. David Street
ADDRESS
Casper, WY 82601
CITY, STATE, ZIP

ROCKY MOUNTAIN POWER

By _____
signature
Greg Hansen Ops Mgr
NAME (type or print legibly) TITLE

DATE


Rocky Mountain Power's Mailing Address for Executed Contract

2840 E. Yellowstone Hwy
ADDRESS
Casper, WY 82609
CITY, STATE, ZIP

APPROVAL AS TO FORM

I have reviewed the attached "*General Service Contract (1000 KVA or Less) between Rocky Mountain Power and City of Casper,*" and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 5 / 18, 2018.



Wallace Trembath III
Assistant City Attorney

RESOLUTION NO. 18-118

A RESOLUTION AUTHORIZING A GENERAL SERVICE CONTRACT WITH ROCKY MOUNTAIN POWER, FOR THE BALER BUILDING / MRF EXPANSION ELECTRICAL SERVICE UPGRADES.

WHEREAS, the City of Casper desires to construct an addition to the baler building and a materials recovery facility which requires an electrical service upgrade; and,

WHEREAS, Rocky Mountain Power, is able and willing to provide those services specified in the General Service Contract request number 6516219; 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 General Service Contract with Rocky Mountain Power, for those services specified for General Service Contract request number 6516219, in the amount of Twenty-Nine Thousand Eight Hundred Sixty-Eight and 00/100 Dollars (\$29,868.00).

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 17, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Cindie Langston, Casper Solid Waste Division Manager
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Underground Right of Way Easement with Rocky Mountain Power for the Baler Building Expansion and Materials Recovery Facility Electrical Service Upgrade.

Meeting Type & Date

Regular Council Meeting
June 5, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an Underground Right of Way Easement with Rocky Mountain Power, for the General Service Contract request number 6516219 to upgrade the electrical service for the Baler Building and Materials Recovery Facility (MRF) Expansion.

Summary

Rocky Mountain Power has viewed the Baler Building Expansion project and developed an estimate for the required service upgrades as indicated in the plans provided by Hein|Bond Architects. These electrical upgrades will provide adequate power for the expansion as well as power for a future baler in the MRF. The Underground Right of Way Easement allows Rocky Mountain Power access to service their equipment.

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Letter dated May 14, 2018 from RMP
RMP – Underground Right of Way Easement

**ROCKY MOUNTAIN
POWER**
A FORTHECOOP COMPANY

Estimating Department
2840 E. Yellowstone Hwy.
Casper, WY 82609
307-261-7003

May 14, 2018

City of Casper
Attn: Ethan Yonker
200 N. David St
Casper, WY 82601

Dear Mr. Yonker:

Enclosed are two copies of a general service contract between you and Rocky Mountain Power whereby Rocky Mountain will provide electric service to your bale fill at 1886 N. Station Road, Casper, Wyoming.

If this agreement meets with your approval, please sign **both** copies of the contract and return them to Rocky Mountain Power in the enclosed return envelope. A fully executed copy of the contract will be returned to you for your files upon execution by Rocky Mountain.

Enclosed are three copies of right-of-way easement needed to provide service to your new site. Please have all three copies of each executed before a notary public and return two of them to this office in the enclosed return envelope.

Once Rocky Mountain Power has received **both** copies of the contract, right of ways and monies, the materials for your project will be ordered. **Keep in mind that materials take a minimum of two weeks to arrive from the time of order.**

Scheduling your project for construction must be coordinated with local management. Please allow three to five days after the contract has been received before calling to schedule. Their phone number is 1-307-261-7027. Please reference your request number **6516219** when calling.

If you have any questions, please call me at 261-7010.

Sincerely,



Jeri Leach
Estimator

REV101512

Return to:

Rocky Mountain Power

Estimator: Jeri Leach

2840 E. Yellowstone

Casper, WY 82604

Project Name: City Landfill Baler Building

WO#: 6516219

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **City of Casper, Wyoming** (“Grantor”), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, its successors and assigns, (“Grantee”), an easement for a right of way 20 feet in width and 580 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults (together, the “electrical system”) on, across, or under the surface of the real property of Grantor in **Natrona** County, State of **Wyoming** more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

Legal Description: A portion of Central Services Addition, according to the plat thereof recorded January 25, 1985, as Instrument Number 383354 of the Natrona County, Wyoming records and situated in the (NE1/4) Section 35, Township 34 North, Range 79 West, 6th Principal Meridian, Natrona County, Wyoming.

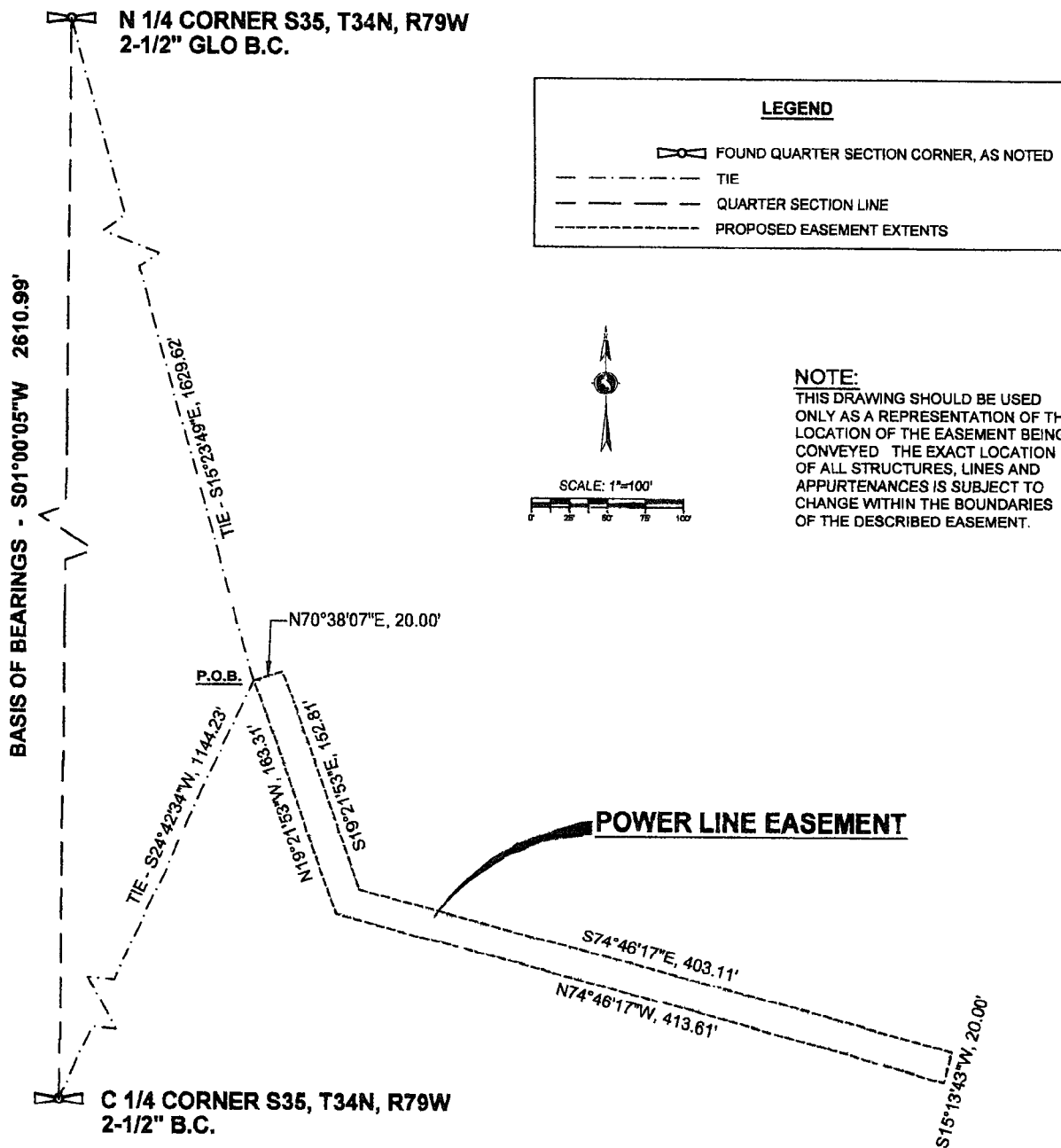
Together with the right of reasonable access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

Grantor hereby reserves, and shall have the right to use the right of way granted herein for any use which does not otherwise unreasonably interfere with the Grantee’s use thereof, including the right to install walkways, trails, or sidewalks, or other public or private utilities on or in the easement property.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

"EXHIBIT A" POWER LINE EASEMENT

A PORTION OF CENTRAL SERVICES ADDITION ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 25, 1985, AS INSTRUMENT NUMBER 383354 OF THE NATRONA COUNTY, WYOMING, RECORDS AND SITUATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 79 WEST, 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING.



NOTE:
THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE DESCRIBED EASEMENT.

POWER LINE EASEMENT DESCRIPTION

A POWER LINE EASEMENT BEING A PORTION OF CENTRAL SERVICES ADDITION ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 25, 1985, AS INSTRUMENT NUMBER 383354 OF THE NATRONA COUNTY, WYOMING, RECORDS AND SITUATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 79 WEST, 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING; SAID EASEMENT BEING TWENTY (20) FEET WIDE AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 2.5" GLO BRASS CAP MONUMENTING THE NORTH QUARTER CORNER OF SAID SECTION 35; THENCE S15°23'49"E 1629.62 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE N70°38'07"E, 20.00 FEET TO A POINT; THENCE S19°21'53"E, 162.81 FEET TO A POINT; THENCE S74°46'17"E, 403.11 FEET TO A POINT; THENCE S15°13'43"W, 20.00 FEET TO A POINT; THENCE N74°46'17"W, 413.61 FEET TO A POINT; THENCE N19°21'53"W, 163.31 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT, FROM WHICH A RECOVERED 2.5" BRASS CAP MONUMENTING THE CENTER QUARTER CORNER OF SAID SECTION 35 BEARS S24°42'34"W, 1144.23 FEET.

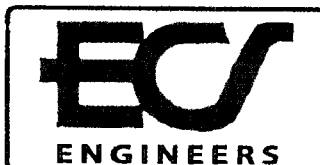
SAID POWER LINE EASEMENT CONTAINING 0.26 ACRES MORE OR LESS.

CERTIFICATE OF SURVEYOR

I, ROBERT L. ST. CLAIRE, A PROFESSIONAL LAND SURVEYOR, DULY REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED FROM NOTES MADE DURING AN ACTUAL FIELD SURVEY OF SAID PROPERTY CONDUCTED BY JEFF CONLEY, DURING THE MONTH OF OCTOBER, 2016, UNDER MY DIRECT SUPERVISION AND THAT THE PHYSICAL AND MATHEMATICAL DETAILS SHOWN HEREON ARE CORRECT AT THE TIME OF SAID SURVEY.



Prepared For: ROCKY MOUNTAIN POWER 2840 E. Yellowstone Hwy. Casper, WY 82609		Prepared By: ECS ENGINEERS 111 West 2nd Street, Suite 600 Casper, WY 82601 • 307.337.2883	
Date Drawn: 10.21.2016	Scale: SEE DRAWING	PAGE 1/1	
Project No. 150051	File Name: 150051 Power Easement.dwg		



RESOLUTION NO.18-119

A RESOLUTION AUTHORIZING AN UNDERGROUND RIGHT OF WAY EASEMENT WITH ROCKY MOUNTAIN POWER, FOR THE BALER BUILDING / MRF EXPANSION ELECTRICAL SERVICE UPGRADES.

WHEREAS, the City of Casper desires to construct an addition to the baler building and a materials recovery facility which requires an electrical service upgrade; and,

WHEREAS, an underground right of way easement is required for Rocky Mountain Power to access and service their equipment; 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, an Underground Right of Way Easement with Rocky Mountain Power, for those services specified for General Service Contract request number 6516219.

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 15, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a Contract for Outside-City Water Service with Church of the Holy Family

Meeting Type & Date

Regular Council Meeting

June 5, 2018

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Water Service with Church of the Holy Family.

Summary

This contract provides Outside-City water service for a parcel of land located at 4100 SE Wyoming Boulevard, Casper, Wyoming. The property is located adjacent to the East Casper Zone 3 water line that is being constructed north of Wyoming Boulevard. Upon completion of the water line, the Owner will be able to obtain service from the new 16" 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 May 23, 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

Church of the Holy Family

Contract for Outside-City Sewer 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 Church of the Holy Family, 6492 West Riverside Terrace, Casper, Wyoming 82604; hereinafter referred to as "Owner."

RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A" being a portion of the NW1/4 SE1/4, Section 2, Township 33 North, Range 79 West of the 6th P.M., in Natrona County, Wyoming, with the address of 4100 Southeast Wyoming Boulevard, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; and,
- C. Owner can connect by a service line into the 16-inch water main located adjacent to the property; and,
- D. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

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

1. Service

- a. The property served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner shall be allotted one (1), ¾-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), ¾-inch or 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 box shall be installed approximately ten (10) feet from the transmission line.
- d. The Owner shall be responsible for obtaining easements from other property owners for the water service line as needed at its sole cost and expense.

2. Right of Inspection

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

3. Charges for Service

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

4. Regulation

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

- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Fire Flows

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

6. Construction Term

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

7. Annexation

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

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

8. Future Improvements

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

9. Discontinuance of Utility Services/Remedies

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

fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

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

performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

h. **Severability:** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.

i. **Notices:** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info
Church of the Holy Family
6492 West Riverside Terrace
Casper, Wyoming 82604

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.

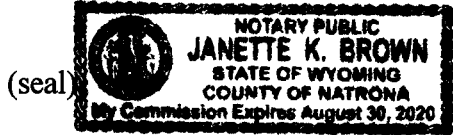
k. **Survival:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

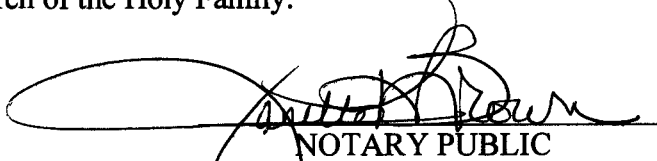
l. **Copies:** This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

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

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 21st day of May, 2018,
by Ken Kinner as Bishop of the Church of the Holy Family.




NOTARY PUBLIC

My commission expires: August 30, 2020

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this N/A 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)

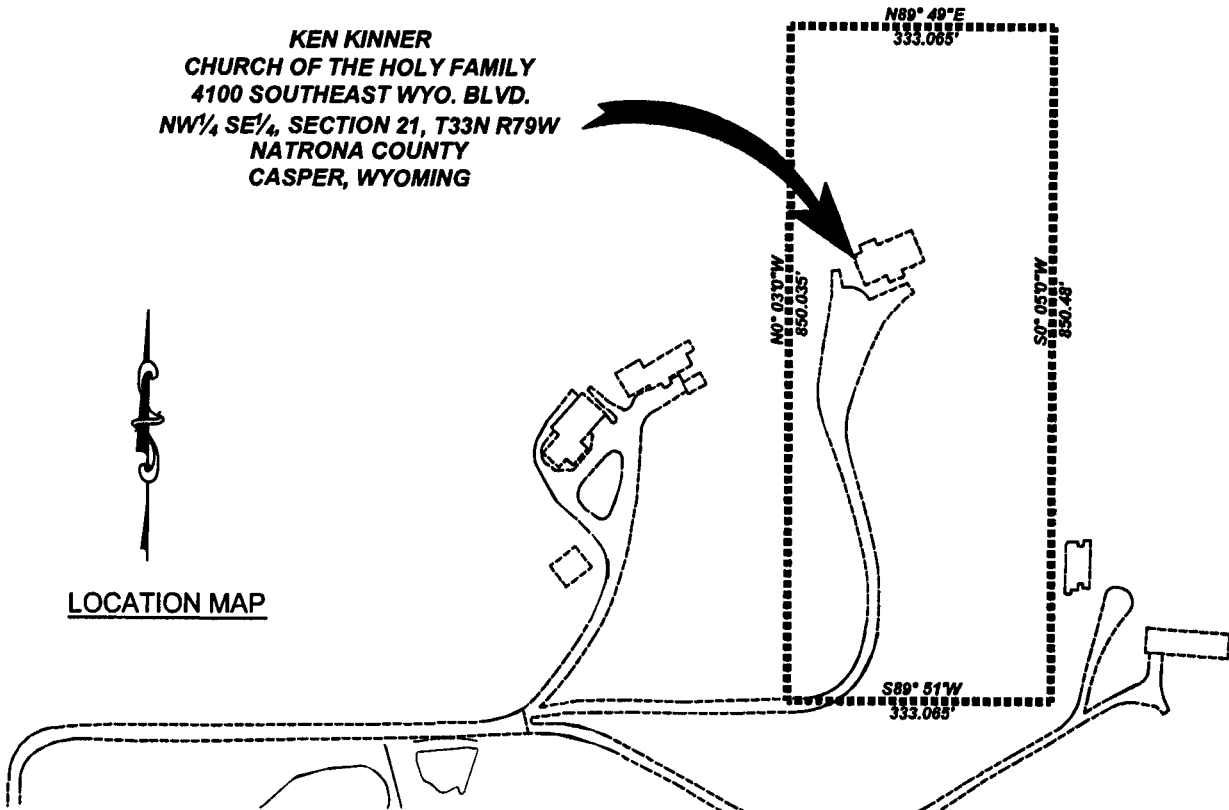
NOTARY PUBLIC

My commission expires: _____

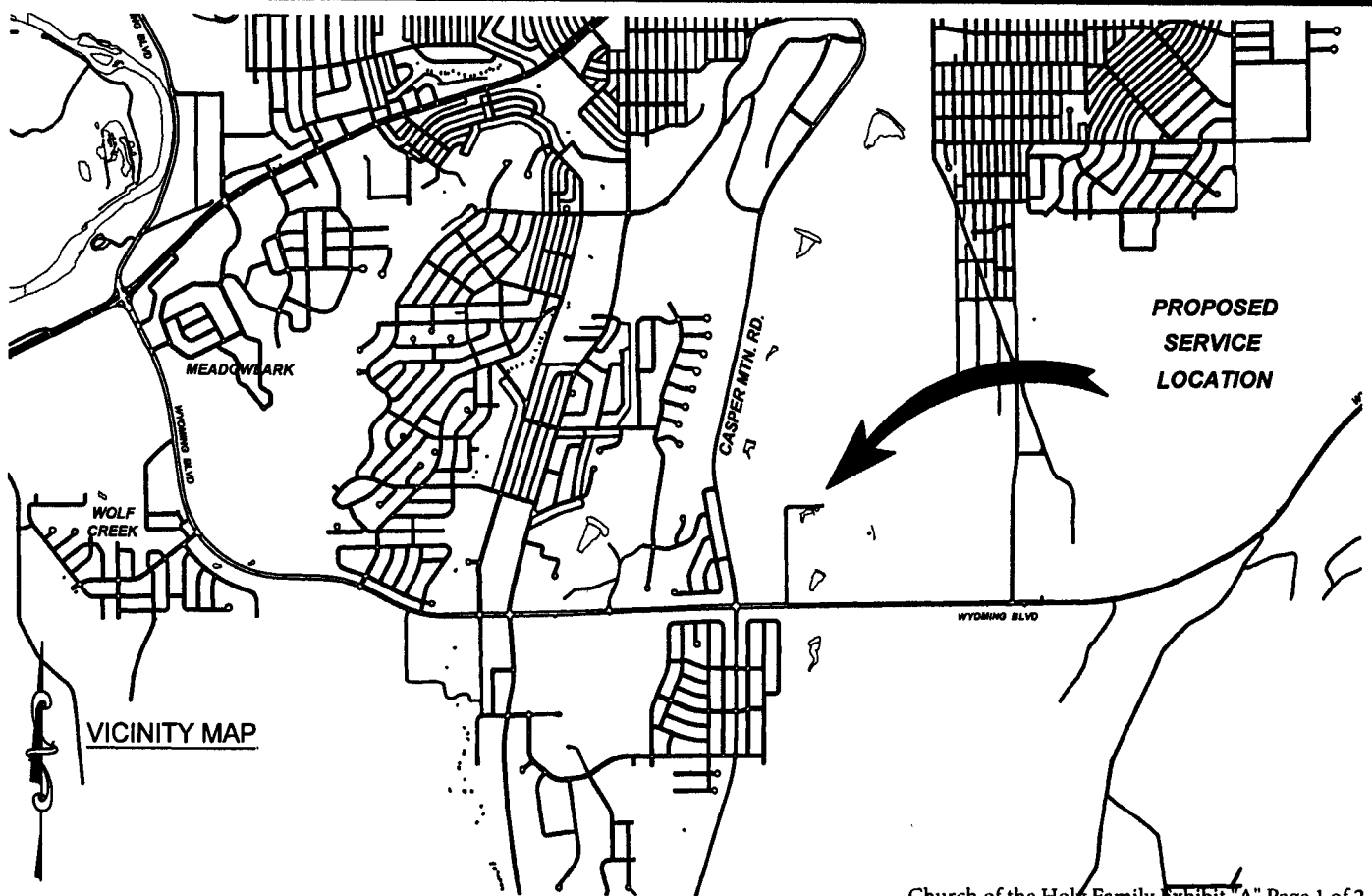
EXHIBIT "A"

**KEN KINNER
CHURCH OF THE HOLY FAMILY
4100 SOUTHEAST WYO. BLVD.
NW¼, SE¼, SECTION 21, T33N R79W
NATRONA COUNTY
CASPER, WYOMING**

LOCATION MAP



VICINITY MAP



**PROPOSED
SERVICE
LOCATION**

EXHIBIT "A"

PROPERTY DESCRIPTION

CHURCH OF THE HOLY FAMILY
4100 SOUTHEAST WYOMING BOULEVARD
CASPER, WYOMING

A PARCEL BEING A PART OF THE NW1/4SE1/4 OF SECTION 21 OF TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE CENTER ONE-QUARTER (C-1/4) CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NW1/4SE1/4 OF SAID SECTION 21, N. 89°49' EAST, 999.21 FEET TO A POINT AND THE NORTHWEST CORNER OF SAID PARCEL AND THE POINT OF BEGINNING. THENCE FROM SAID POINT OF BEGINNING, ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL AND ALONG THE NORTHERLY LINE OF SAID PARCEL, N. 89°49' EAST, 333.065 FEET TO A POINT AND THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, S. 0°05' WEST, 850.48 FEET TO A POINT AND THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, S. 89°51' WEST, 333.065 FEET TO A POINT AND THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, N. 0°03' WEST, 850.035 FEET TO THE POINT OF BEGINNING.

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

We, Pastor Kenneth Kinner Bishop of the Holy Family, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

CHURCH OF THE HOLY FAMILY
BARCLAY ADDITION
4100 SOUTHEAST WYOMING 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.

Church of the Holy Family
AS OWNER:

May 21, 2018
Date

By: Pastor Kenneth Kinner

Name: Mr. Ken Kinner
Title: Bishop

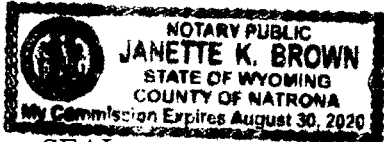
Date

N/A
MORTGAGEE

By: _____
Name: _____
Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 21st day of May,
2018, by Mr. Ken Kinner, as Bishop of Church of the Holy Family.



SEAL

[Signature]
Notary Public

My commission expires: August 30, 2020

STATE OF _____)
) ss.
COUNTY OF _____)

N/A

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

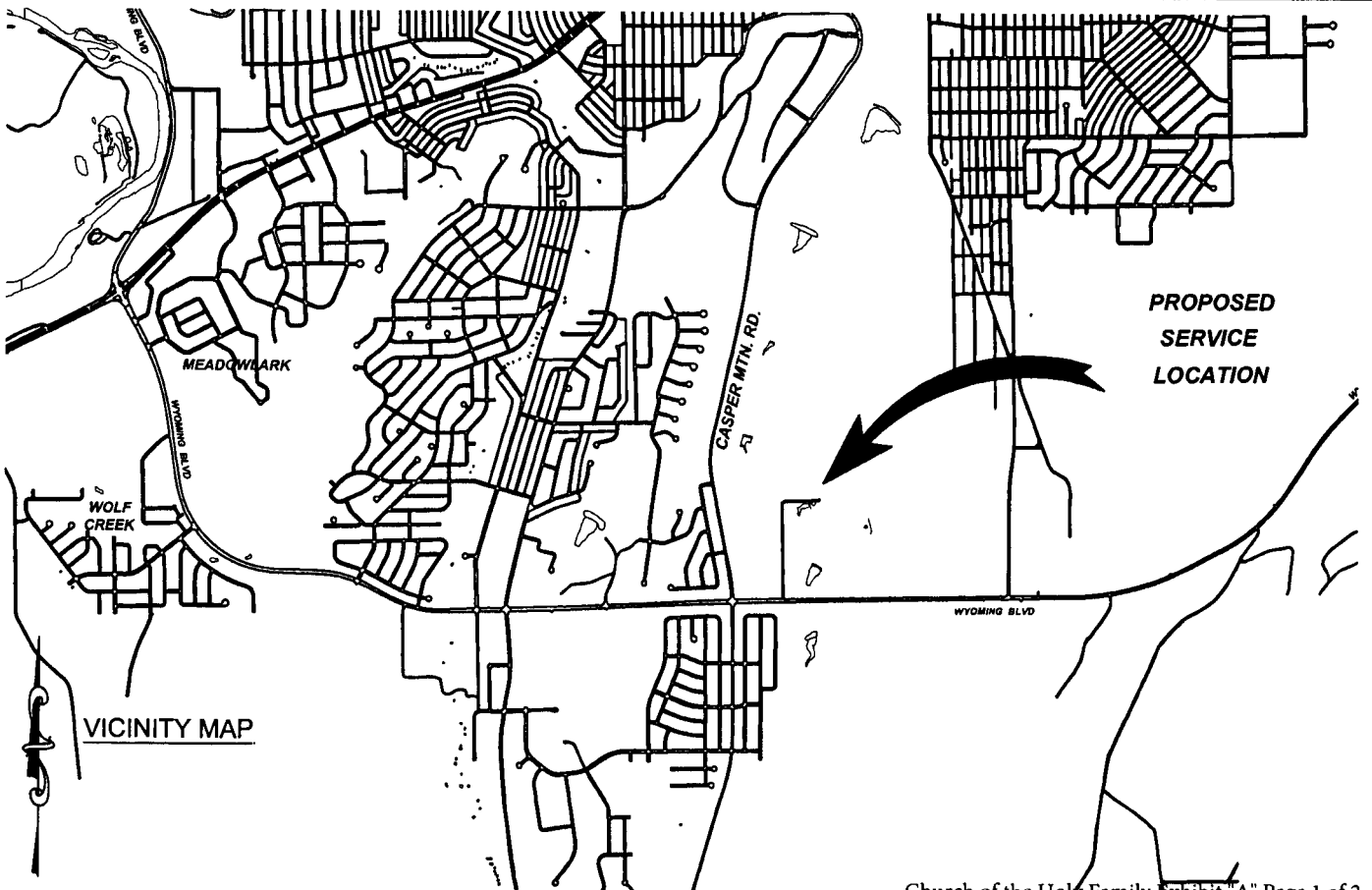
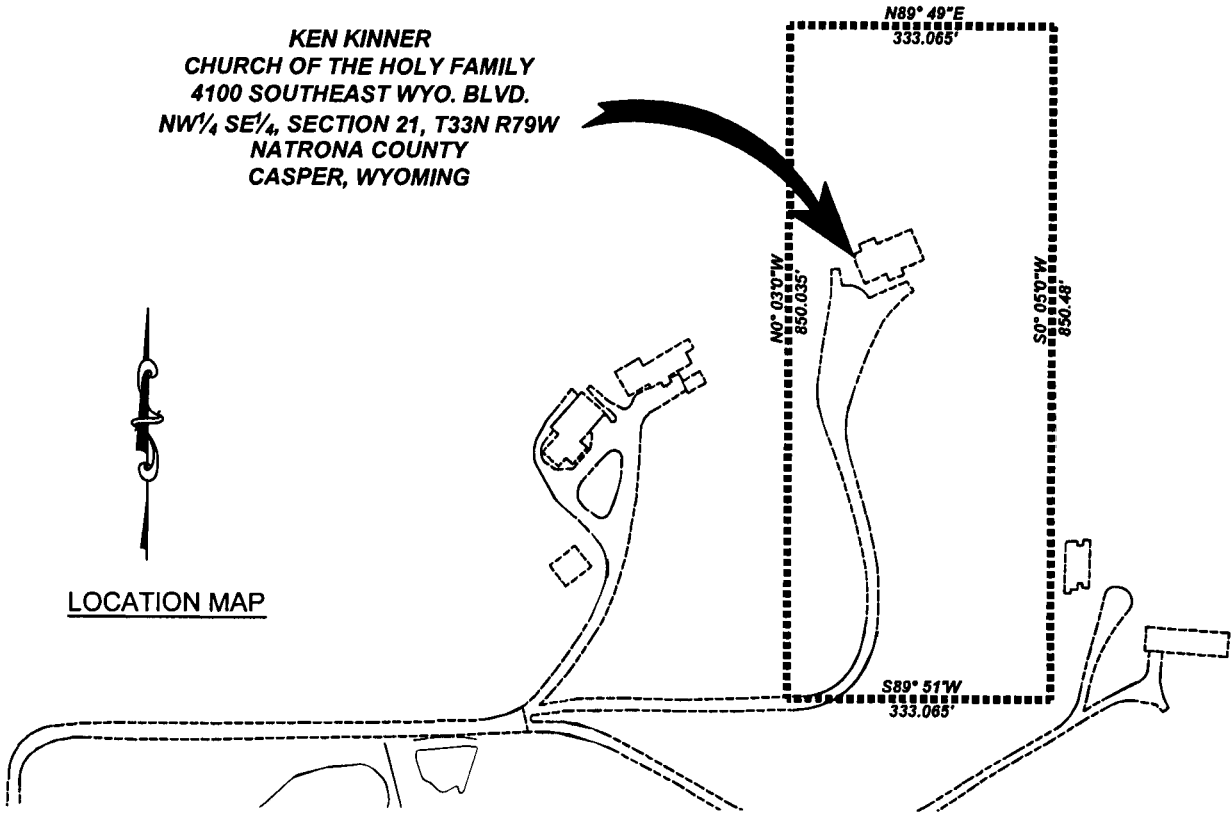
SEAL

Notary Public

My commission expires: _____

EXHIBIT "A"

**KEN KINNER
CHURCH OF THE HOLY FAMILY
4100 SOUTHEAST WYO. BLVD.
NW¼, SE¼, SECTION 21, T33N R79W
NATRONA COUNTY
CASPER, WYOMING**



VICINITY MAP

EXHIBIT "A"

PROPERTY DESCRIPTION

CHURCH OF THE HOLY FAMILY
4100 SOUTHEAST WYOMING BOULEVARD
CASPER, WYOMING

A PARCEL BEING A PART OF THE NW1/4SE1/4 OF SECTION 21 OF TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE CENTER ONE-QUARTER (C-1/4) CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NW1/4SE1/4 OF SAID SECTION 21, N. 89°49' EAST, 999.21 FEET TO A POINT AND THE NORTHWEST CORNER OF SAID PARCEL AND THE POINT OF BEGINNING. THENCE FROM SAID POINT OF BEGINNING, ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL AND ALONG THE NORTHERLY LINE OF SAID PARCEL, N. 89°49' EAST, 333.065 FEET TO A POINT AND THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL, S. 0°05' WEST, 850.48 FEET TO A POINT AND THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL, S. 89°51' WEST, 333.065 FEET TO A POINT AND THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL, N. 0°03' WEST, 850.035 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO.18-120

A RESOLUTION AUTHORIZING A CONTRACT FOR
OUTSIDE-CITY WATER SERVICE WITH CHURCH OF THE
HOLY FAMILY.

WHEREAS, Church of the Holy Family 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 Church of the Holy Family, 4100 Southeast Wyoming Boulevard, Casper, Wyoming 82601.

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 *JCN*

FROM: Tracey L. Belser, Support Services Director *TLB*
Michael Szewczyk, IT Manager *MS*

SUBJECT: Authorizing an Agreement with HiTek Communications for the Purchase and Installation of Video Surveillance Cameras

Meeting Type & Date
Regular Council Meeting
June 5, 2018

Action type
Resolution

Recommendation

That Council, by resolution, authorize a contract with Hitek Communications of Casper, Wyoming, in an amount not to exceed \$90,455, to provide professional services for purchase and installation of new video surveillance cameras at multiple City facilities.

Summary

The City of Casper is pursuing the enhancement of security and safety through video surveillance around the City. The goal is to replace antiquated cameras as well as install new cameras in order to expand video presence at critical City locations. Therefore, in March of this year, the City of Casper published a Request for Proposal (RFP) soliciting experts specializing in the design and installation of video surveillance equipment to be installed at various City facilities. This RFP attracted three (3) potential vendors. Each of which were assessed on a combination of experience, design recommendations, and affordability pertaining to the RFP specifications. Of the potential vendors, Hitek provided the highest combination of the aforementioned criteria, which resulted in contract award.

Hitek is a company that specializes in video surveillance equipment specifically pertaining to data cabling and installation. The company will purchase, install, and configure the equipment necessary to implement eighty-two (82) video surveillance cameras spanning the Police Department, Recreation Center Division, and Solid Waste Division. The entire project is scheduled to be complete by October 5, 2018.

Below is a synopsis of the benefits and risk management efforts associated with the implementation of the cameras (as provided by managers at the three of the impacted facilities).

Benefits of Video Surveillance

A. Risk Management and Civil Investigations

- Video surveillance can help the City defend against fraudulent claims. Furthermore, video surveillance can be reviewed by risk management for further incident investigation, further mitigation, and learning objectives.

B. Crime Deterrence, Customer Compliance and Safety Perception

- Video surveillance increases perception that potential crimes (trespassing, theft, etc.) and/or customer non-compliance will be captured and potential offenders will be charged; thus, deterring crime and non-compliance. Additionally, cameras also increase the public's perception of safety while on surveilled locations.

C. Safety Monitoring and Incident Response

- Video surveillance allows personnel to monitor situations and locations to aid in incident prevention and respond in a more timely fashion.

Risk Management Efforts

A. Mitigation of Expectation Risks

- Expectations of privacy concerns can be addressed through Public Notice. Additionally, cameras will be deployed on City property with visibility of City property only, thus mitigating accidental privacy intrusion off City property. Lastly, surveillance footage shall only record to the extent necessary for each system's stated purpose.

B. Mitigation of Potential Misuse

- Safeguards shall be put in place to reduce the potential of misuse of the system. Participating departments shall provide safeguards for personnel with access to the system to prevent and identify instances of misuse. Furthermore, only specified departmental personnel will have access to video surveillance data and physical storage hardware. Data will be held between seven (7) and thirty (30) days on video surveillance servers. Any incidents in review can be archived to disk for long term storage.

C. Mitigation of Potential Unauthorized Release

- The City shall prohibit and restrict, to the extent possible, sharing of video surveillance data with third parties. Information shall only be released in accordance with Wyoming State Statutes/Public Records Act as well as Departmental Policies and Procedures. Moreover, as stated above, only specified personnel shall have access to video surveillance internally.

Financial Considerations

Funding for this project will be from budgeted revenue of the following:

Balefill Fund	22,451
Metro Animal Services Fund	9,668
One Cent #15 Optional Sales Tax	31,766
Remaining One-Time Monies	26,570

Oversight/Project Responsibility

Project management will be overseen by Michael Szewczyk, IT Manager, with division managers at each facility serving as key sponsors and primary points of contact.

Attachments

Professional Services Agreement

Exhibit A

Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 5th day of June, 2018, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Hitek Communications, 411 South Walsh, Suite A-137, Casper, Wyoming, 82609 (“Contractor”).

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

RECITALS

A. The City is undertaking a project to install new cameras for video surveillance at multiple City facilities.

B. The project requires professional services for the purchase and installation of the equipment necessary to implement the system.

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

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

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

1. **SCOPE OF SERVICES:**

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

- Assign a person to work directly with the City as the main point of contact.
- Setup a pre-planning meeting to review schedules, priorities, expectations, and requirements; confirm communication plans, and prepare a detailed project plan.
- Provide, install, and configure IP-based cameras to adequately monitor coverage areas as shown in Exhibit A, which is attached hereto and hereby made a part of this Contract.
 - Any modifications to hardware, location, or installation that contradicts Exhibit A must be pre-approved by City.

- Provide cameras with enclosures and mounts.
 - Fit cameras with all necessary equipment to function year round in all possible extremes of their respective environments
 - Configure cameras to City's network schema to interface with the Milestone Professional Plus Video Management system.
 - Cameras must be compatible with City's Milestone Professional Plus installation.
 - Provide parts, materials, installation services, and testing for category 6 network cabling.
 - Cabling shall be rated to function in all possible extremes of their respective environments.
 - Cabling shall be run in conduit in all necessary locations, as well as properly covered in race way or conduit in exposed areas.
 - Removal of any existing, unused analog cameras at the Police Department and Solid Waste Special Waste building; including cameras, brackets, and cabling.
 - Contractor shall supply and configure all camera hardware; including camera, enclosure, mount as well as pre-defined IP configuration.
- Prior to execution of this contract, Contractor's employees shall fill out, submit, and pass a Casper Police Department background check. The Contractor shall be required to verify that criminal background checks have been conducted on all individuals working on or having access to the Police Department prior to start of work on site.
 - The Casper Police Department has sole determination of the Background Check results.
 - If Contractor employee background returns a felony, the employee will be required to work directly with an employee that has not failed the Background Check.
 - The Contractor employee that has failed the Background Check will not be given direct access to Public Safety facilities unless supervised.
 - Contractor shall provide schedule of deliverables with anticipated completion dates for each location.
 - Contractor shall comply with electrical codes, building codes and all other applicable laws, codes, rules and regulations for this scope of services.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 5th day of October 2018.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Ninety Thousand Four Hundred Fifty-Five Dollars (\$90,455).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

The Contractor shall invoice the City 50% upon contract execution and the remaining 50% upon contract completion.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
HiTek Communications

By: _____

By: Jeff Wharton

Printed Name: _____

Printed Name: Jeff Wharton

Title: _____

Title: president

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. **TERMINATION OF CONTRACT:**

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

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

2. **CHANGES:**

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

3. **ASSIGNABILITY:**

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

4. **AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

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

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

EXHIBIT A



Hall of Justice

Pricing

Casper Police Department

Hall of Justice

Equipment: \$13,392.00

Professional Services: \$2,572.00

Maintenance: Maintenance cost is included for 1 year after install. Camera equipment has 5-year warranty. Labor costs will apply after 1-year warranty. (Hitek hour rate is currently \$86.00)

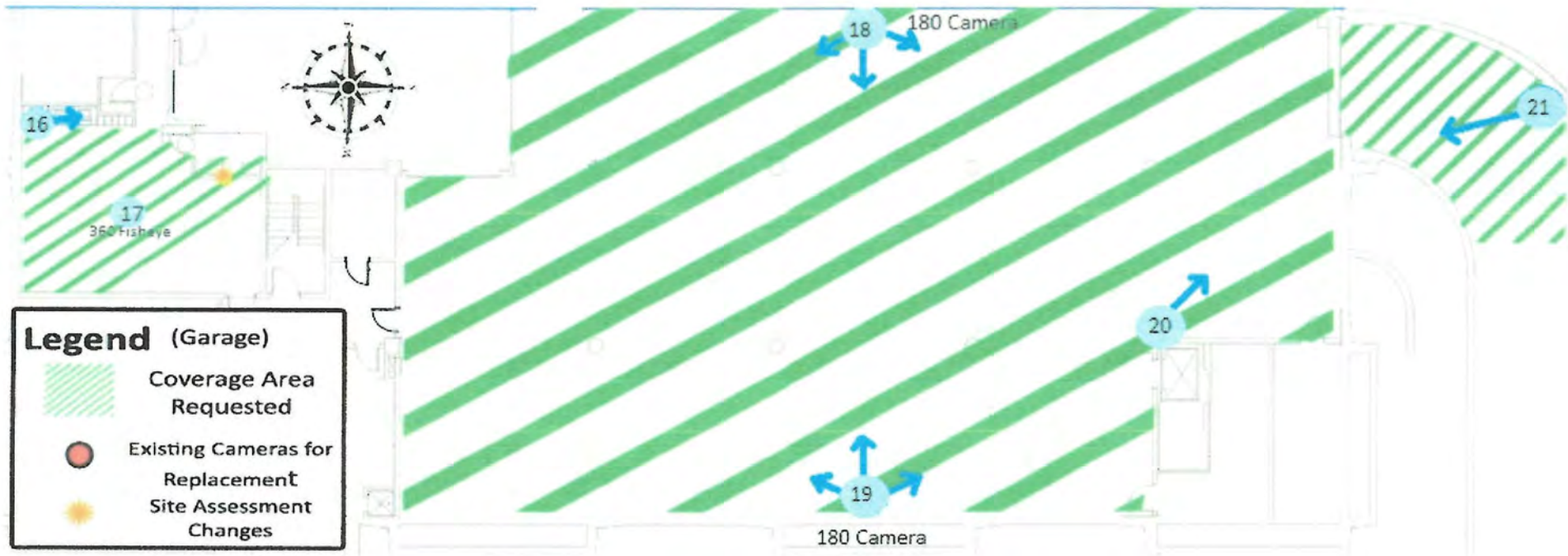
Total = \$15,964.00

Camera Equipment List

1. Pro N44BL53 4 MP Fixed Mini Dome (**Vault Entrance**)
2. Pro N44BL53 4 MP Fixed Mini Dome (**Vault back wall**)
3. Pro N44BL53 4 MP Fixed Mini Dome (**Evidence Storage Walkway**)
4. Pro N44BL53 4 MP Fixed Mini Dome (**Evidence Storage Inside Entrance**)
5. Pro N44BL53 4 MP Fixed Mini Dome (**Evidence Storage Outside Entrance**)
6. Panoramic N55BS5 5MP Fisheye Camera (**Evidence Storage Office Area**)
Fisheye camera will allow great view of the whole office area. Camera location was requested in walkthrough
7. Pro N44BL53 4 MP Fixed Mini Dome (**Evidence Storage Office Hallway Area**)

8. Pro N44BL53 4 MP Fixed Mini Dome **(North Front Side Entrance)**
9. Pro N44BL53 4 MP Fixed Mini Dome **(Back East Entrance)**
10. Pro N44BL53 4 MP Fixed Mini Dome **(Back East Stairwell Entrance)**
11. Pro N44BL53 4 MP Fixed Mini Dome **(Inside South Front Main Entrance)**
12. Pro N44BL53 4 MP Fixed Mini Dome **(Vending Machine Hallway Entrance)**
13. Pro N44BL53 4 MP Fixed Mini Dome **(Inside Main Entrance East Double Hallway Entrances)**
14. Pro N44BL53 4 MP Fixed Mini Dome **(Outside South Front Main Entrance)**
15. Pro N44BL53 4 MP Fixed Mini Dome **(Public Service Hallway Area)**
16. Pro N44BL53 4 MP Fixed Mini Dome **(Scale Weighing Area)**
17. Panoramic N55BS5 5MP Fisheye Camera **(Room Area)** Fisheye camera will allow great view of the whole office area.
18. Panoramic Series DH-IPC-PFW8800-A180 **(East Garage Area)** 180 camera will cove large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
19. Panoramic Series DH-IPC-PFW8800-A180 **(West Garage Area)** 180 camera will cove large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
20. Pro N45BL5Z 4MP Dome Wide Dynamic Range **(South Garage Entrance)** Wide Dynamic will allow for great zoom on vehicles entering and exiting area.
21. Pro N44BB33 4MP Fixed Mini Bullet **(Outside Keypad Area)**





Marathon Building
342 N. Market St.

Casper Police Department

Marathon Building

Equipment: \$7,225.00

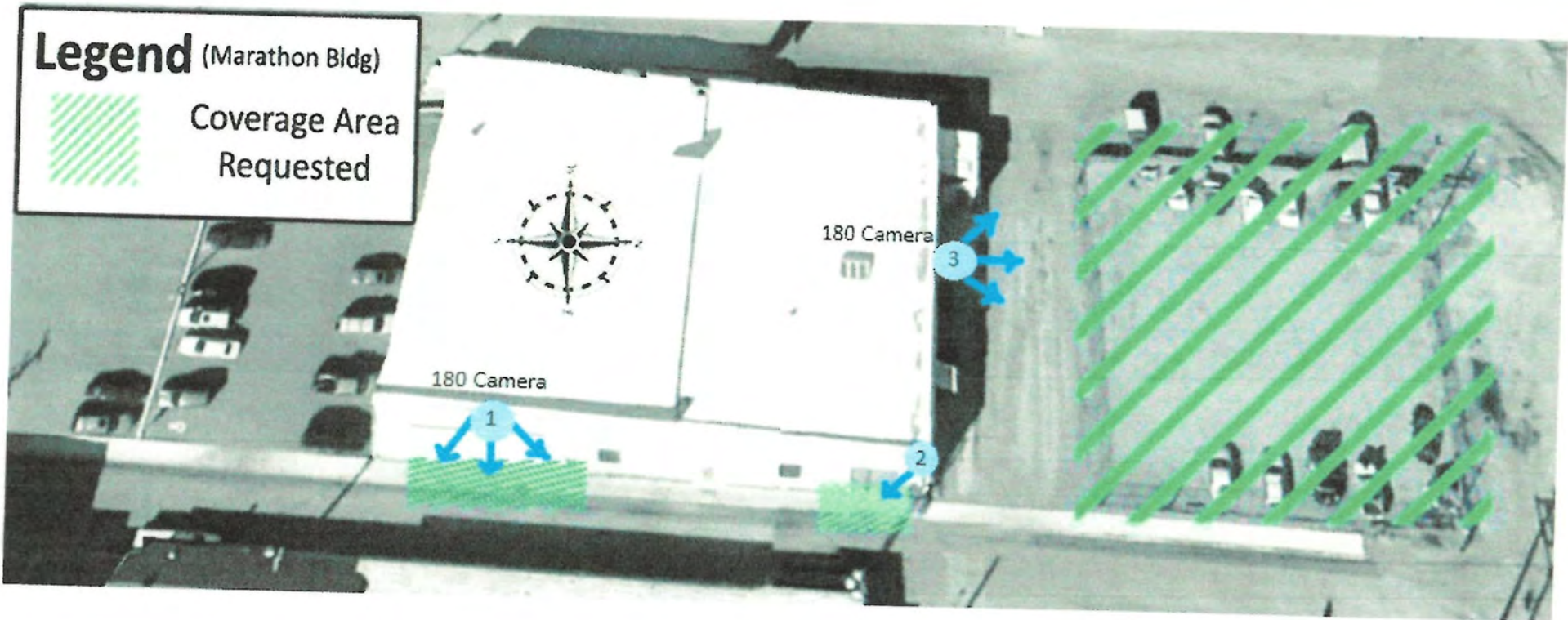
Professional Services: \$2,347.00

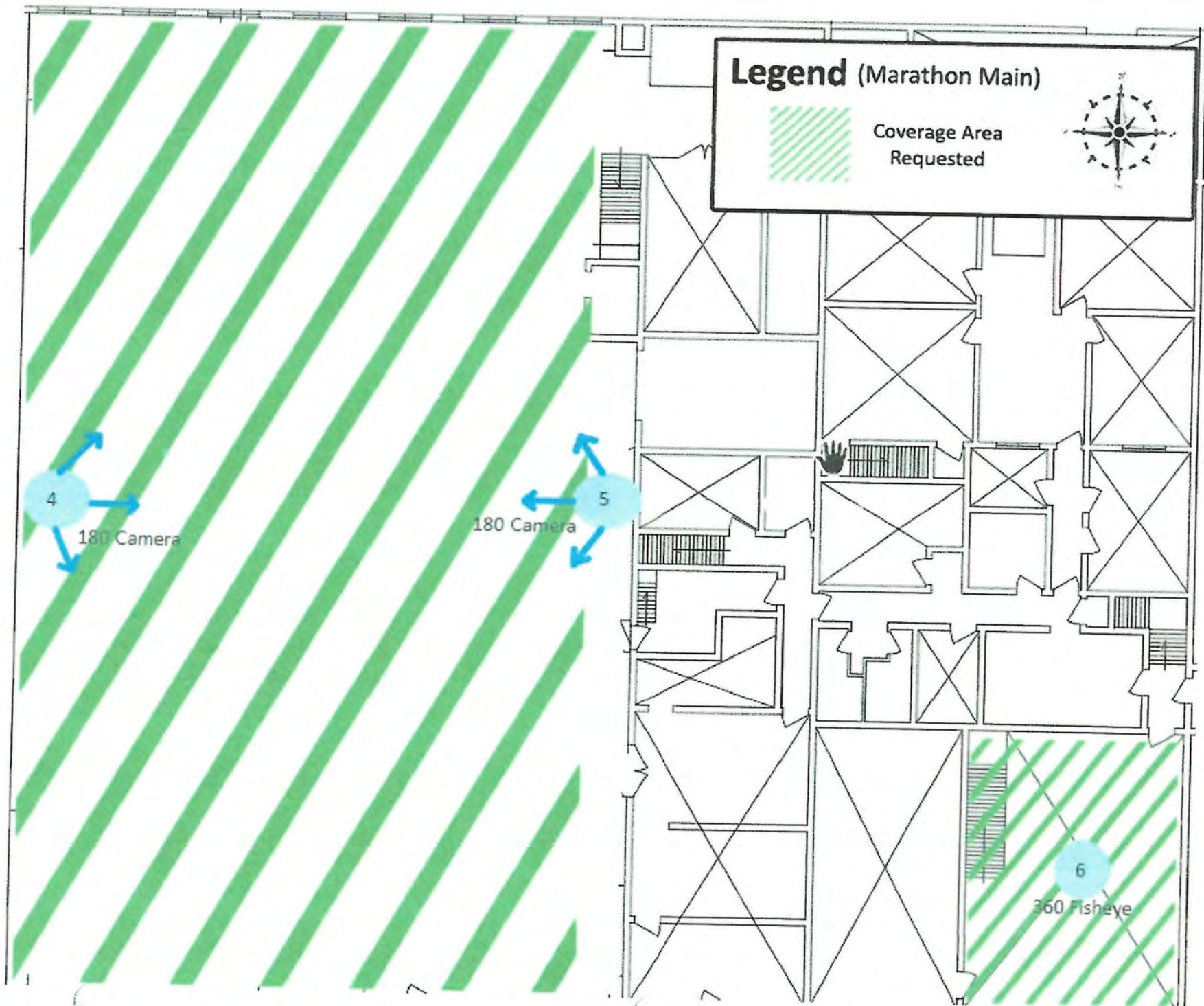
Maintenance: Maintenance cost is included for 1 year after install. Camera equipment has 5-year warranty. Labor costs will apply after 1-year warranty. (Hitek hour rate is currently \$86.00)

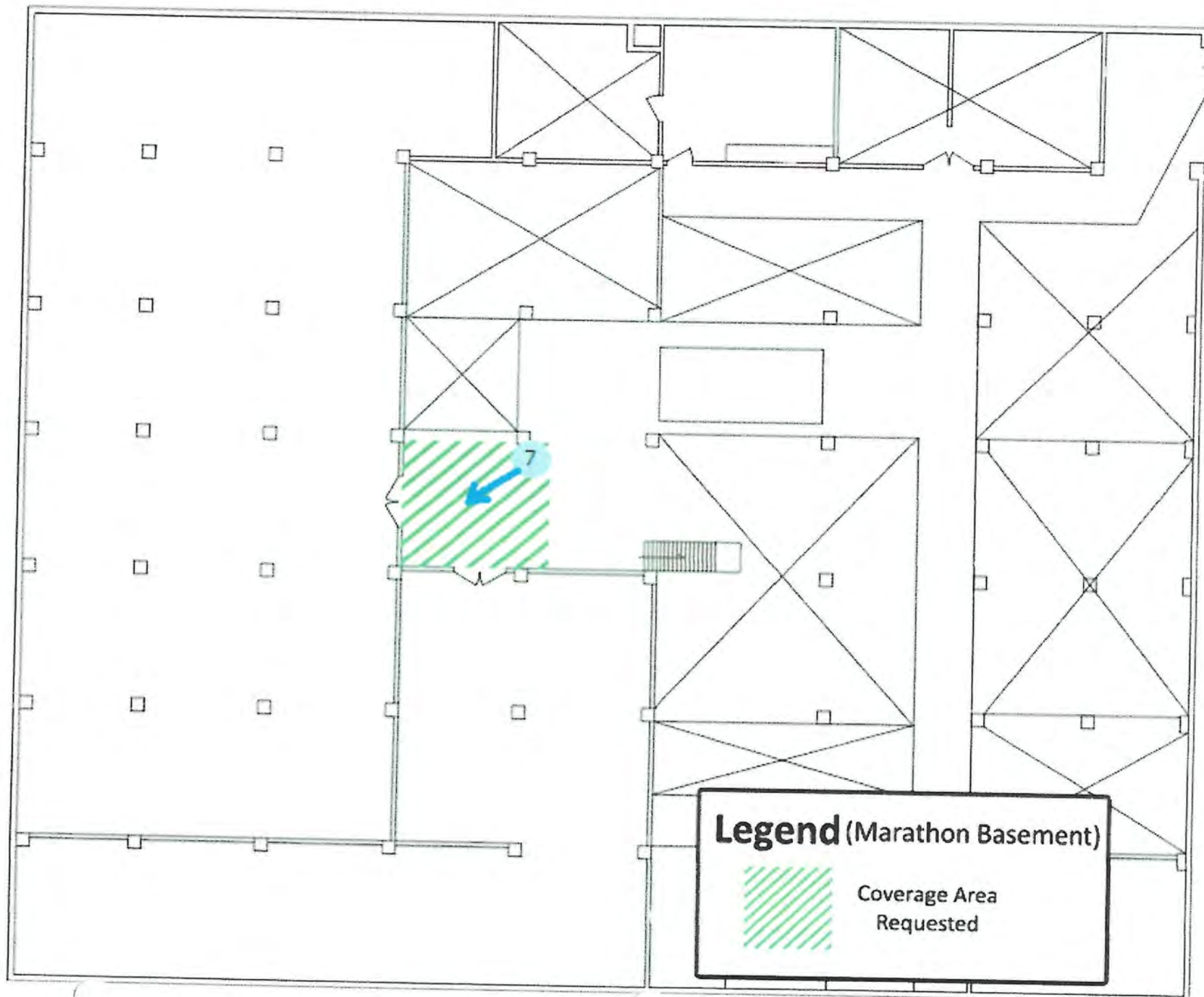
Total = \$9,572.00

Camera Equipment List

1. Panoramic Series DH-IPC-PFW8800-A180 (**Marathon Garage South Outside Entrance**) 180 camera will cover large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
2. Pro N44BL53 4 MP Fixed Mini Dome (**Marathon Garage North Outside Entrance**)
3. Panoramic Series DH-IPC-PFW8800-A180 (**Marathon North Impound Yard**) 180 camera will cover large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
4. Panoramic Series DH-IPC-PFW8800-A180 (**South Garage Area**) 180 camera will cover large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
5. Panoramic Series DH-IPC-PFW8800-A180 (**North Garage Area**) 180 camera will cover large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
6. Panoramic N55BS5 5MP Fisheye Camera (**Room Area**) Fisheye camera will allow great view of the whole office area.
7. Pro N44BL53 4 MP Fixed Mini Dome (**Two entrance/exit area**)







Legend (Marathon Basement)

 Coverage Area Requested

200 W. 1st Street

Casper Police Department

Parking Lot 200 W 1ST

Equipment: \$1,977.00

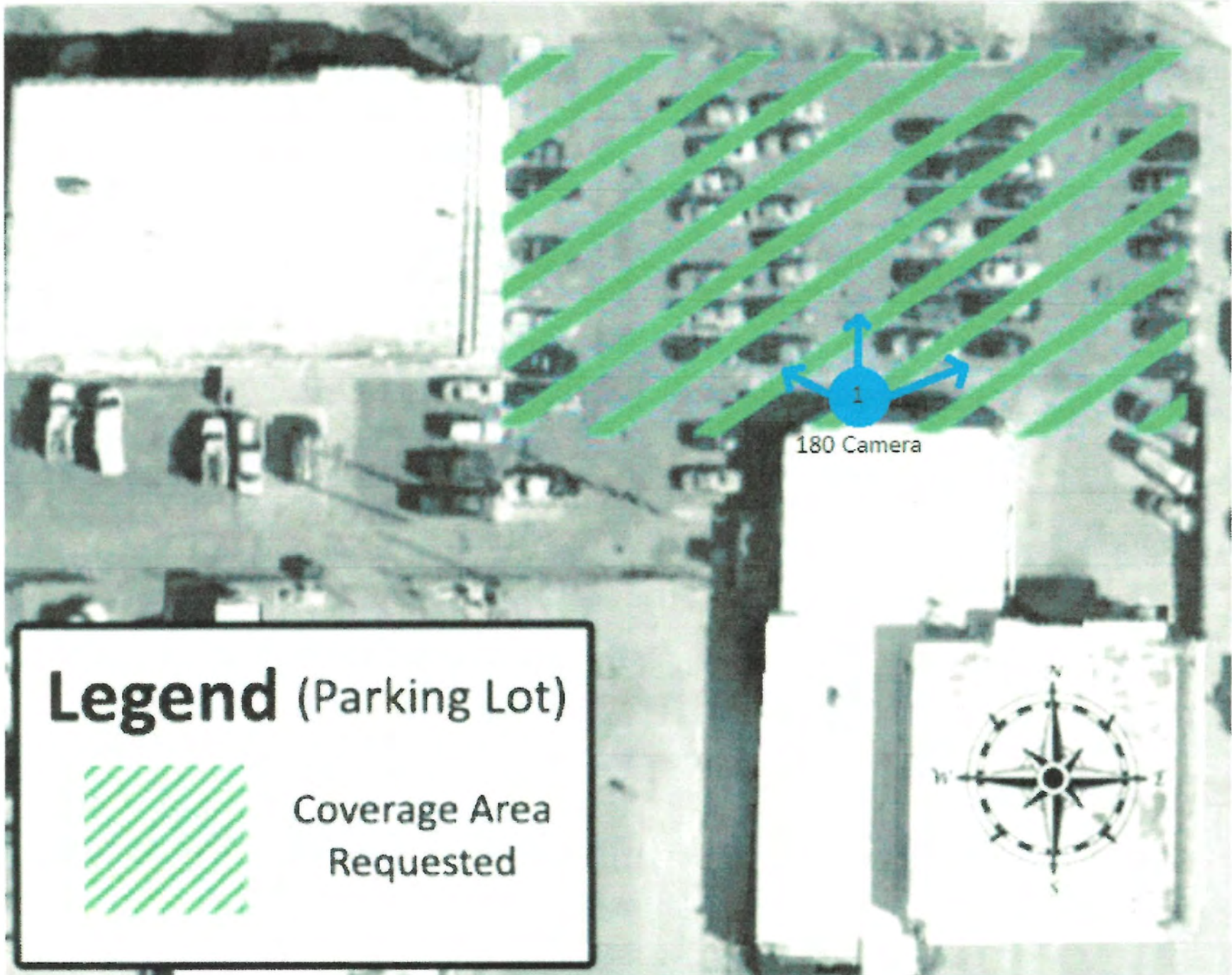
Professional Services: \$478.00

Maintenance: Maintenance cost is included for 1 year after install. Camera equipment has 5-year warranty. Labor costs will apply after 1-year warranty. (Hitek hour rate is currently \$86.00)

Total = \$2,455.00

Camera Equipment List

1. Panoramic Series DH-IPC-PFW8800-A180 (**Parking Lot Area**) 180 camera will cover large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.



Mountain
4110 Micro Rd.

Casper Police Department

Mountain 4110 Micro Rd

Equipment: \$2,851.00

Professional Services: \$924.00

Maintenance: Maintenance cost is included for 1 year after install. Camera equipment has 5-year warranty. Labor costs will apply after 1-year warranty. (Hitek hour rate is currently \$86.00)

Total = \$3,775.00

Camera Equipment List

1. Panoramic Series DH-IPC-PFW8800-A180 (**Mountain Road Entrance**)
180 camera will cove large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
2. Panoramic Series DH-IPC-PFW8800-A180 (**Propane tank area**) 180
camera will cove large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.

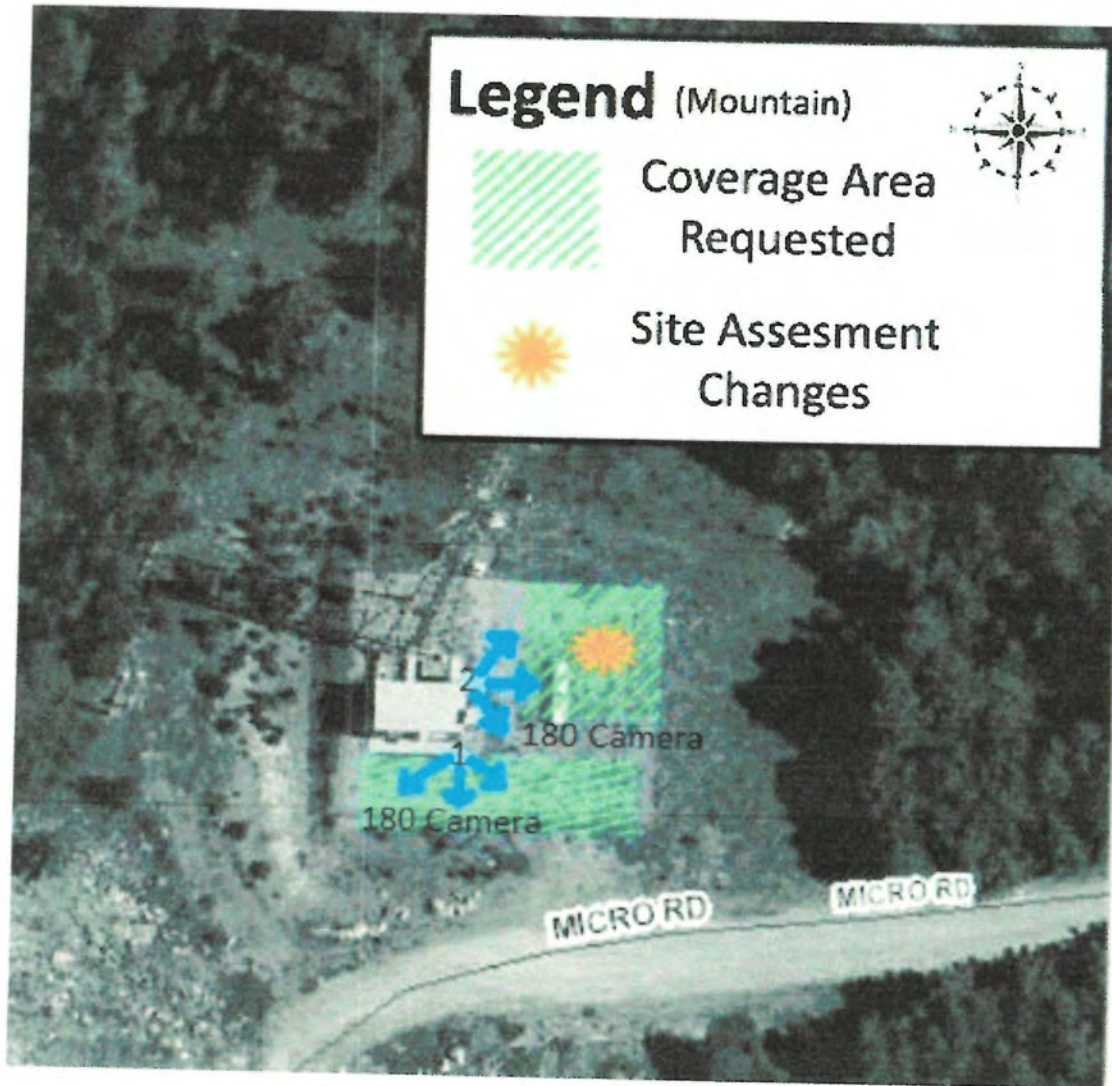
Legend (Mountain)

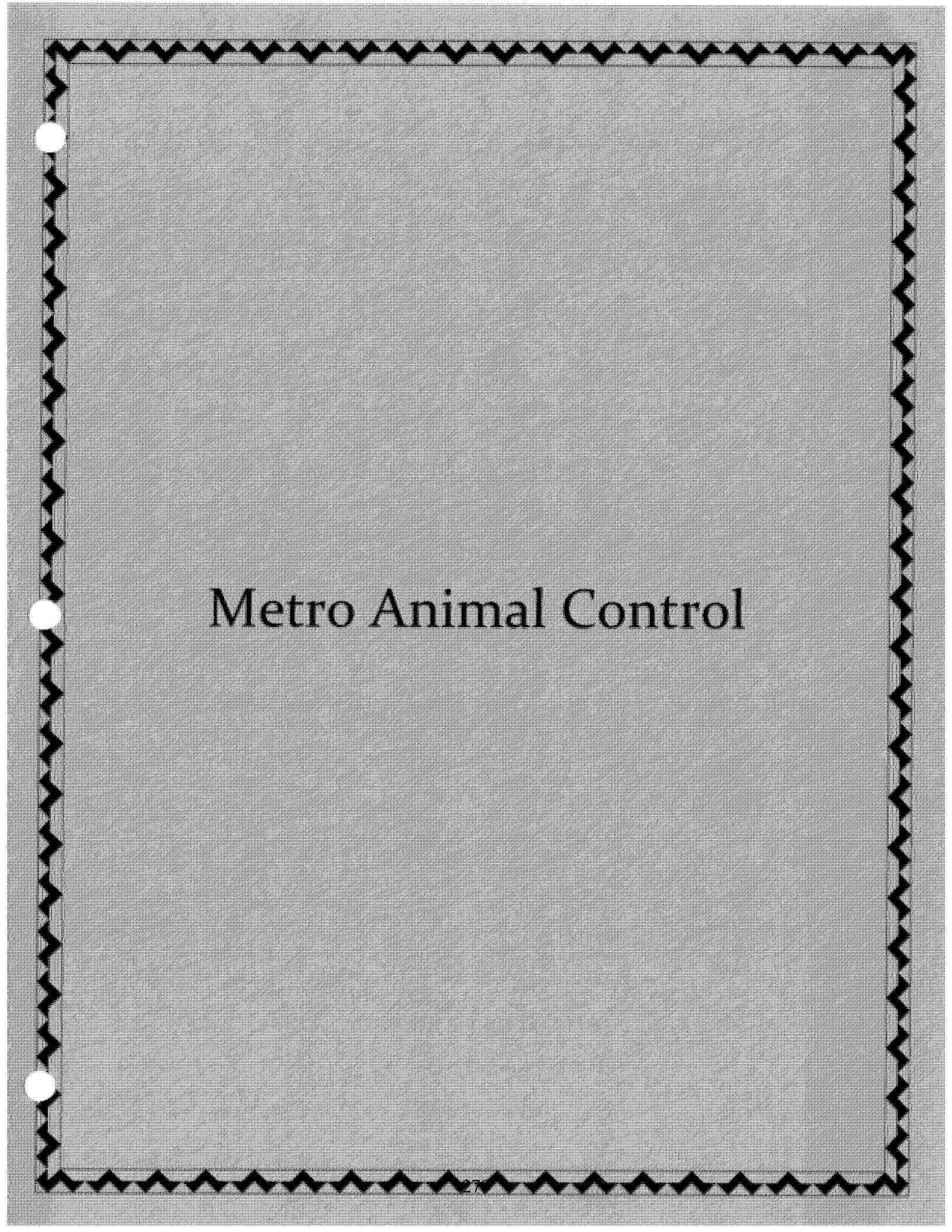


Coverage Area
Requested



Site Assesment
Changes





Metro Animal Control

Metro Animal Control

2392 Metro Rd

Equipment: \$7,437.00

Professional Services: \$2,231.00

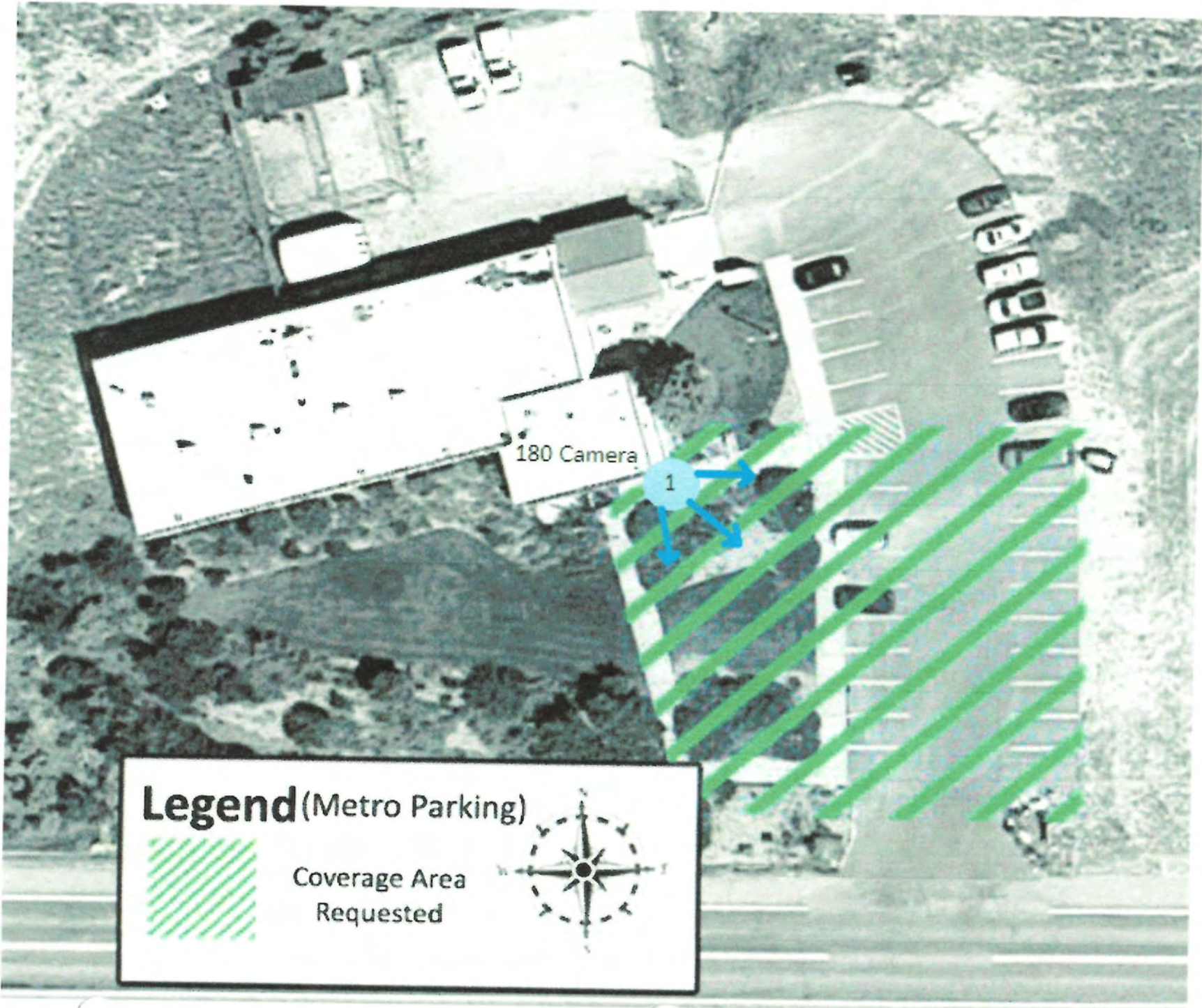
Maintenance: Maintenance cost is included for 1 year after install. Camera equipment has 5-year warranty. Labor costs will apply after 1-year warranty. (Hitek hour rate is currently \$86.00)

Total = \$9,668.00

Camera Equipment List

1. Panoramic Series DH-IPC-PFW8800-A180 (**Parking Lot/Kennel Area**) 180 camera will cover large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
2. Pro N44BL53 4 MP Fixed Mini Dome (**Med Safe Area**)
3. Panoramic N55BS5 5MP Fisheye Camera (**Room Area**) Fisheye camera will allow great view of the whole office area.
4. Pro N44BL53 4 MP Fixed Mini Dome (**Kennel Walkway**)
5. Pro N44BL53 4 MP Fixed Mini Dome (**Kennel Walkway**)
6. Pro N44BL53 4 MP Fixed Mini Dome (**Kennel Walkway**)
7. Pro N44BL53 4 MP Fixed Mini Dome (**Kennel Walkway**)
8. Pro N44BL53 4 MP Fixed Mini Dome (**Kennel Walkway**)
9. Pro N44BL53 4 MP Fixed Mini Dome (**Kennel Walkway**)
10. Pro N44BL53 4 MP Fixed Mini Dome (**Kennel Walkway**)
11. Pro N44BL53 4 MP Fixed Mini Dome (**Kennel Walkway**)

12. Pro N44BL53 4 MP Fixed Mini Dome (**Kennel Walkway**)
13. Pro N44BL53 4 MP Fixed Mini Dome (**Kennel Walkway**)
14. Panoramic N55BS5 5MP Fisheye Camera (**Room Area**) Fisheye camera will allow great view of the whole office area.
15. Pro N44BL53 4 MP Fixed Mini Dome (**Kennel Walkway**)
16. Pro N44BL53 4 MP Fixed Mini Dome (**Kennel Walkway**)
17. Pro N44BL53 4 MP Fixed Mini Dome (**Front Desk/Doorway Area**)



180 Camera

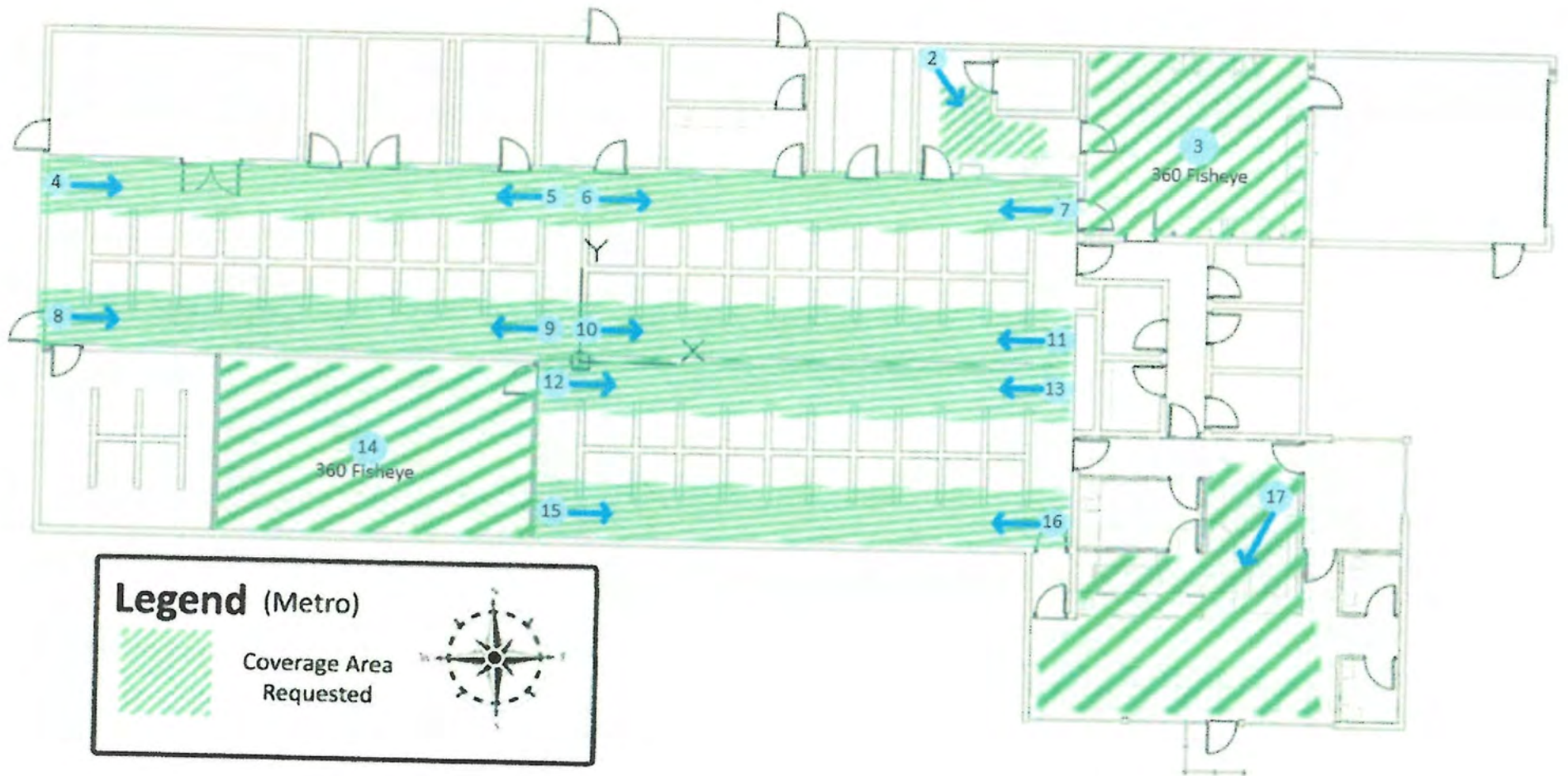
1

Legend (Metro Parking)



Coverage Area Requested







Solid Waste

Casper Solid Waste Facility

1886 Station Rd

Equipment: \$17,444.00

Professional Services: \$5,007.00

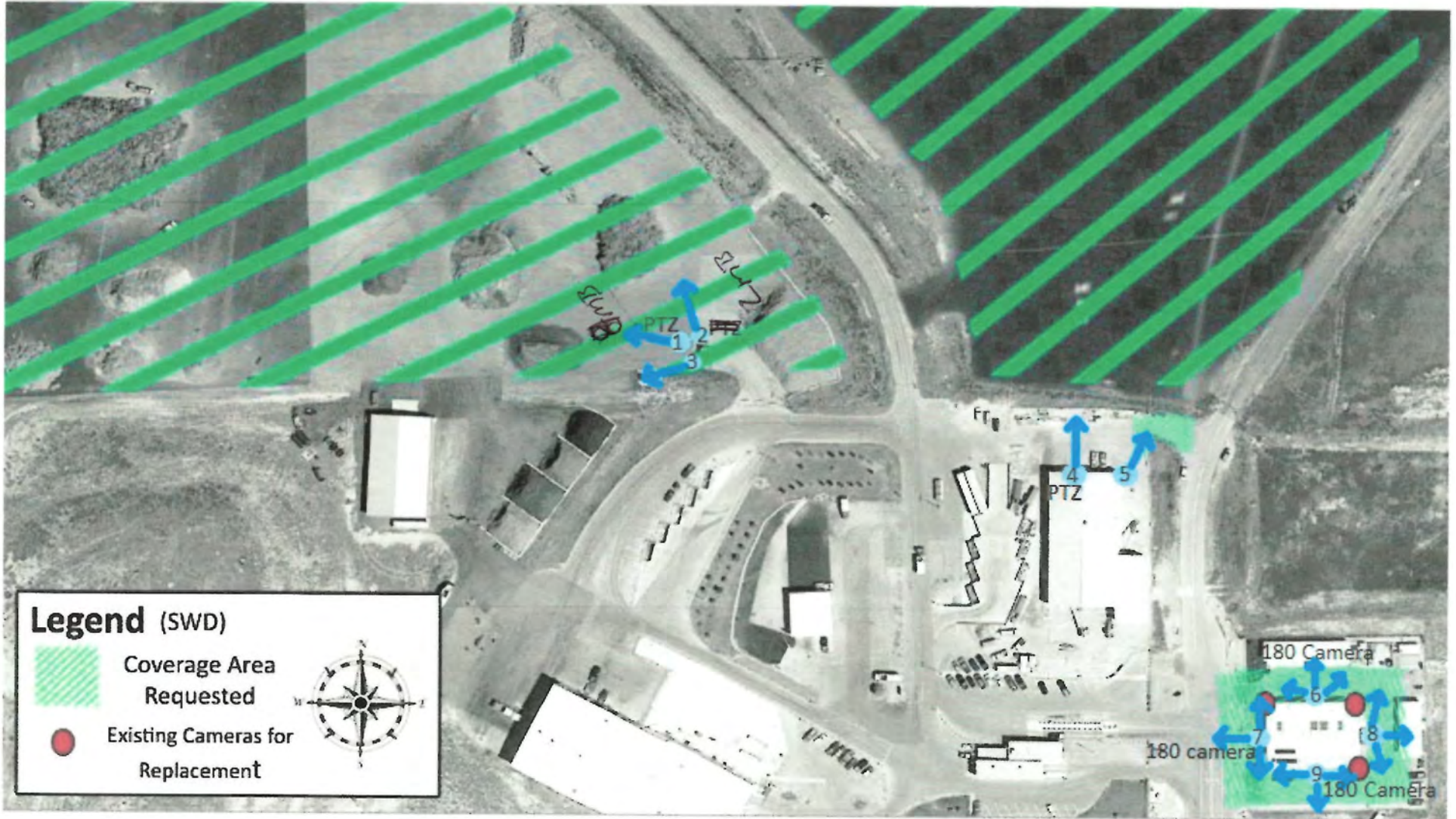
Maintenance: Maintenance cost is included for 1 year after install. Camera equipment has 5-year warranty. Labor costs will apply after 1-year warranty. (Hitek hour rate is currently \$86.00)

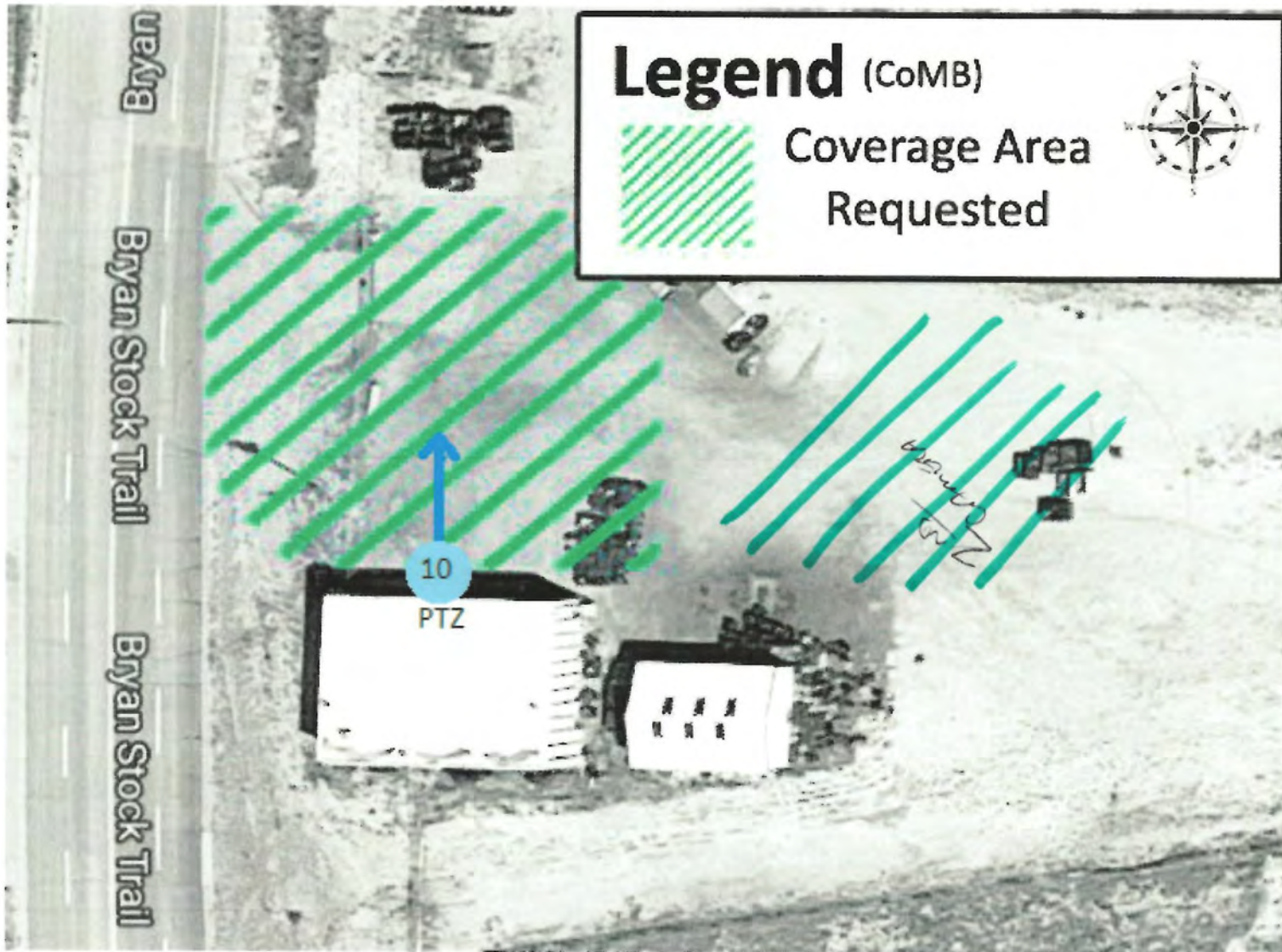
Total = \$22,451.00

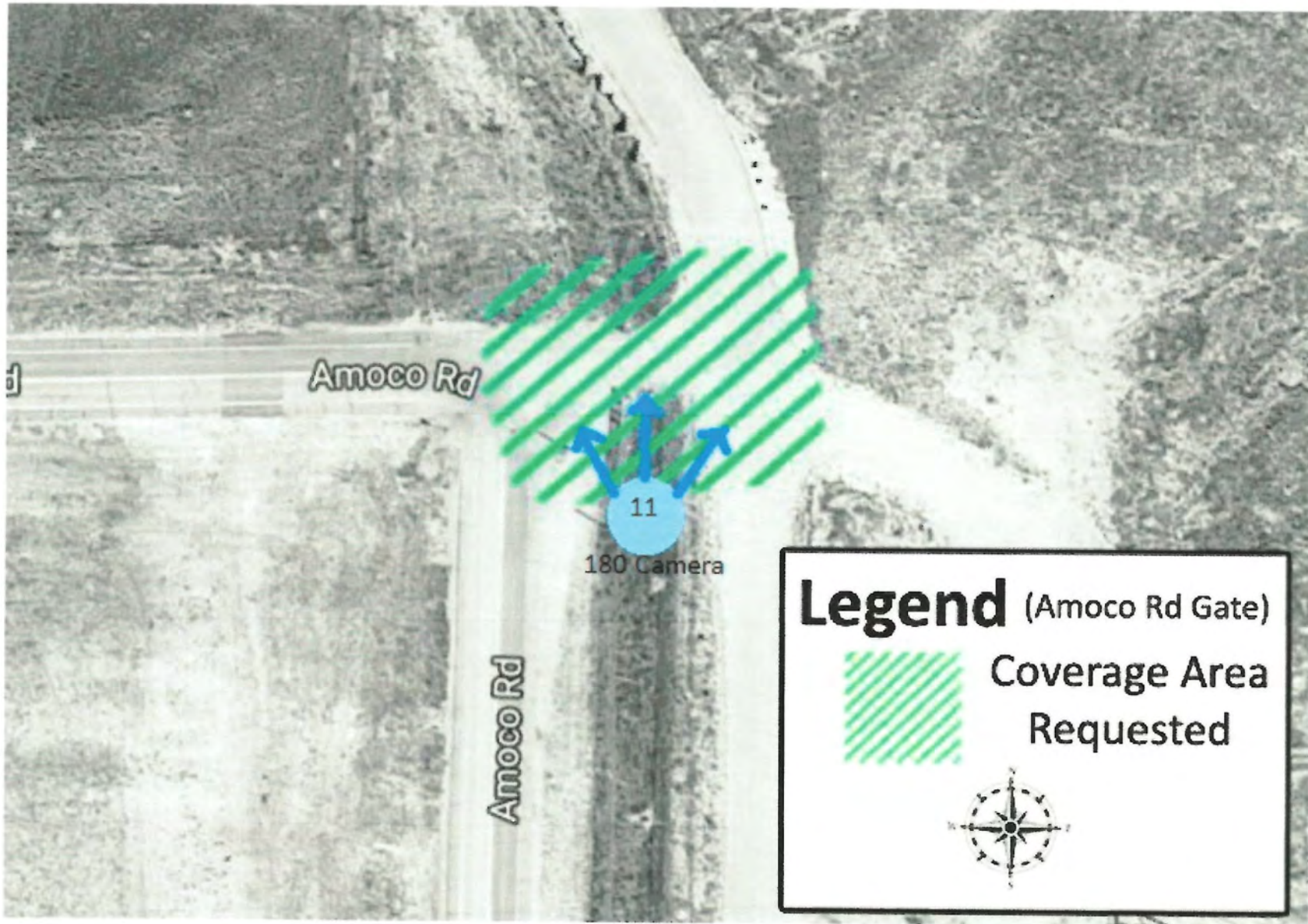
Camera Equipment List

1. Ultra-Series 6AE830VNI 8 MP (**Far West Yard**) Using Auto-tracking this feature controls the pan/tilt/zoom actions of the camera to automatically track an object in motion on and to keep it in the scene. Would be great way to monitor activity out in the yard.
2. Panoramic Series DH-IPC-PFW8800-A180 (**West Yard**)
3. Pro N45BL5Z 4MP Dome Wide Dynamic Range (**Storage Tank Areas**) Wide Dynamic will allow for great zoom on yard equipment in area.
4. Pro 59230UNI 2MP PTZ (**North Yard**) Using Auto-tracking this feature controls the pan/tilt/zoom actions of the camera to automatically track an object in motion on and to keep it in the scene. Would be great way to monitor activity out in the yard.
5. Pro N45BL5Z 4MP Dome Wide Dynamic Range (**East Gate Entrance**) Wide Dynamic will allow for great zoom on vehicles entering and exiting area.

6. Panoramic Series DH-IPC-PFW8800-A180 (**North Special Waste Facility**)
180 camera will cove large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
7. Panoramic Series DH-IPC-PFW8800-A180 (**West Special Waste Facility**)
180 camera will cove large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
8. Panoramic Series DH-IPC-PFW8800-A180 (**East Special Waste Facility**)
180 camera will cove large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
9. Panoramic Series DH-IPC-PFW8800-A180 (**South Special Waste Facility**)
180 camera will cove large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
10. Pro N45BL5Z 4MP Dome Wide Dynamic RangeX2 (**West Yard**)
Number 10 will be split into to cameras for the area. One will cover outer area of yard and the other will cover building area.
11. Panoramic Series DH-IPC-PFW8800-A180 (**Amoco Entrance**) 180
camera will cove large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.









Casper Recreation Center

Casper Recreation Center

1801 E 4th St

Equipment: \$20,012.00

Professional Services: \$6,558.00

Maintenance: Maintenance cost is included for 1 year after install. Camera equipment has 5-year warranty. Labor costs will apply after 1-year warranty. (Hitek hour rate is currently \$86.00)

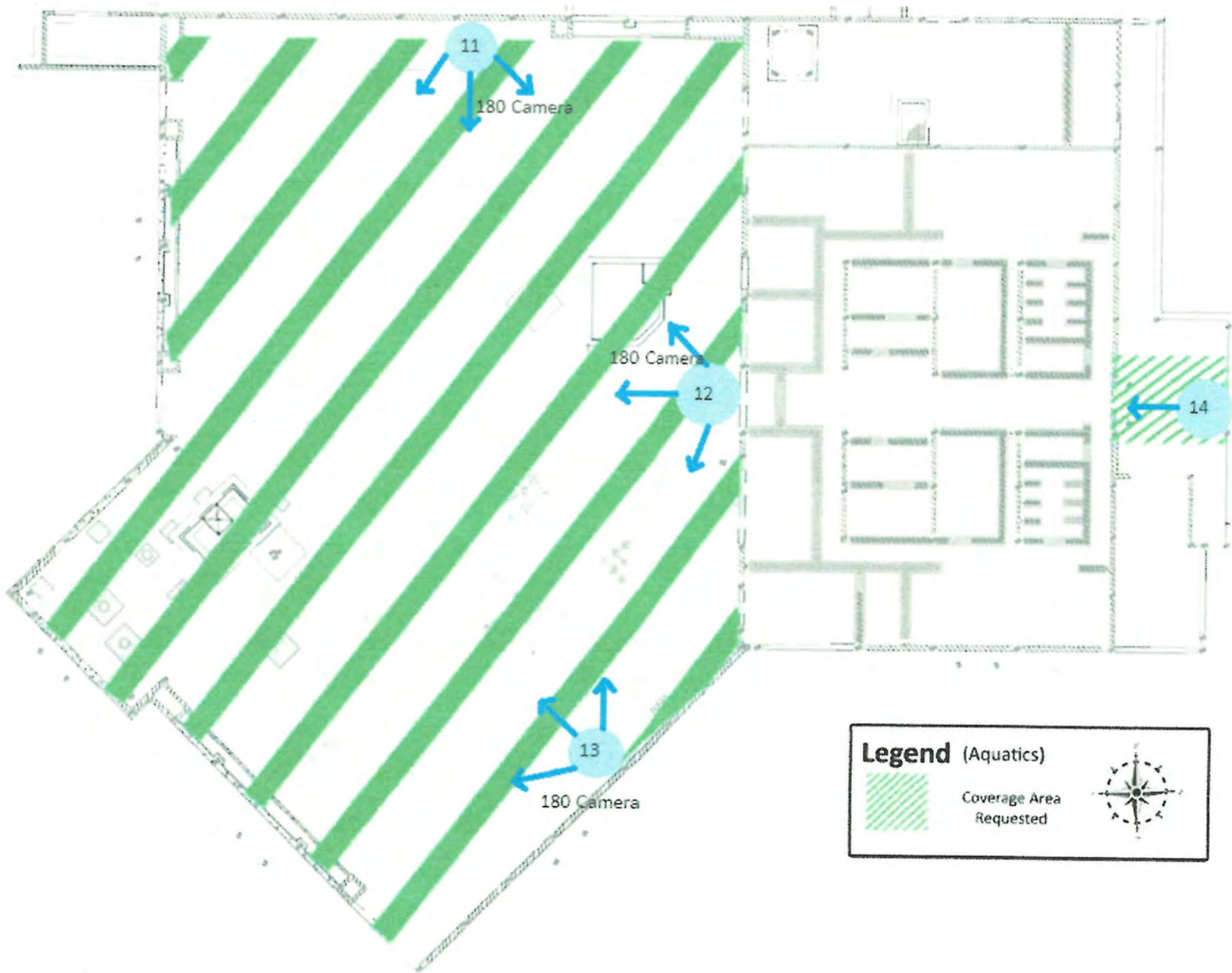
Total = \$26,570.00

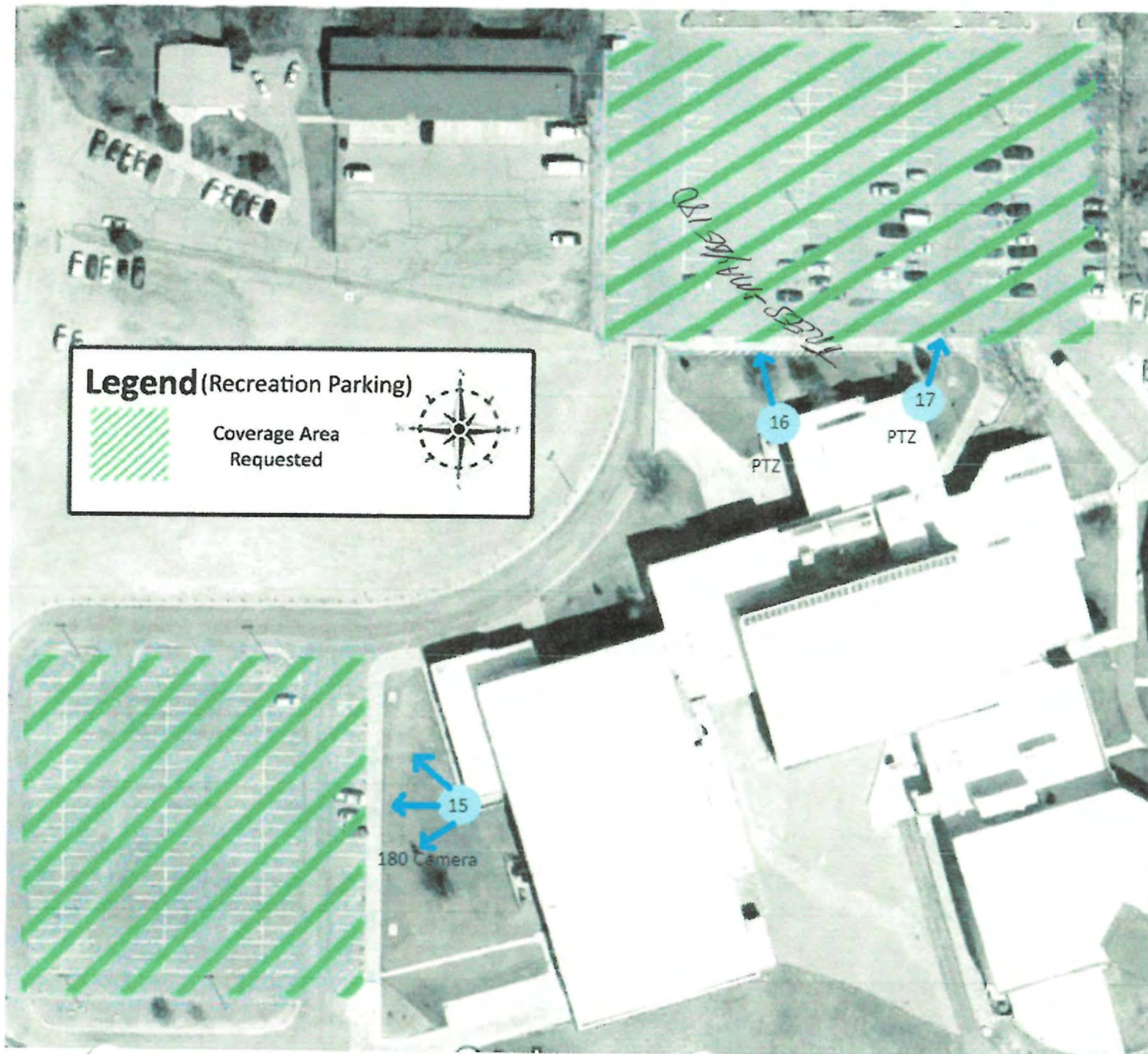
Camera Equipment List

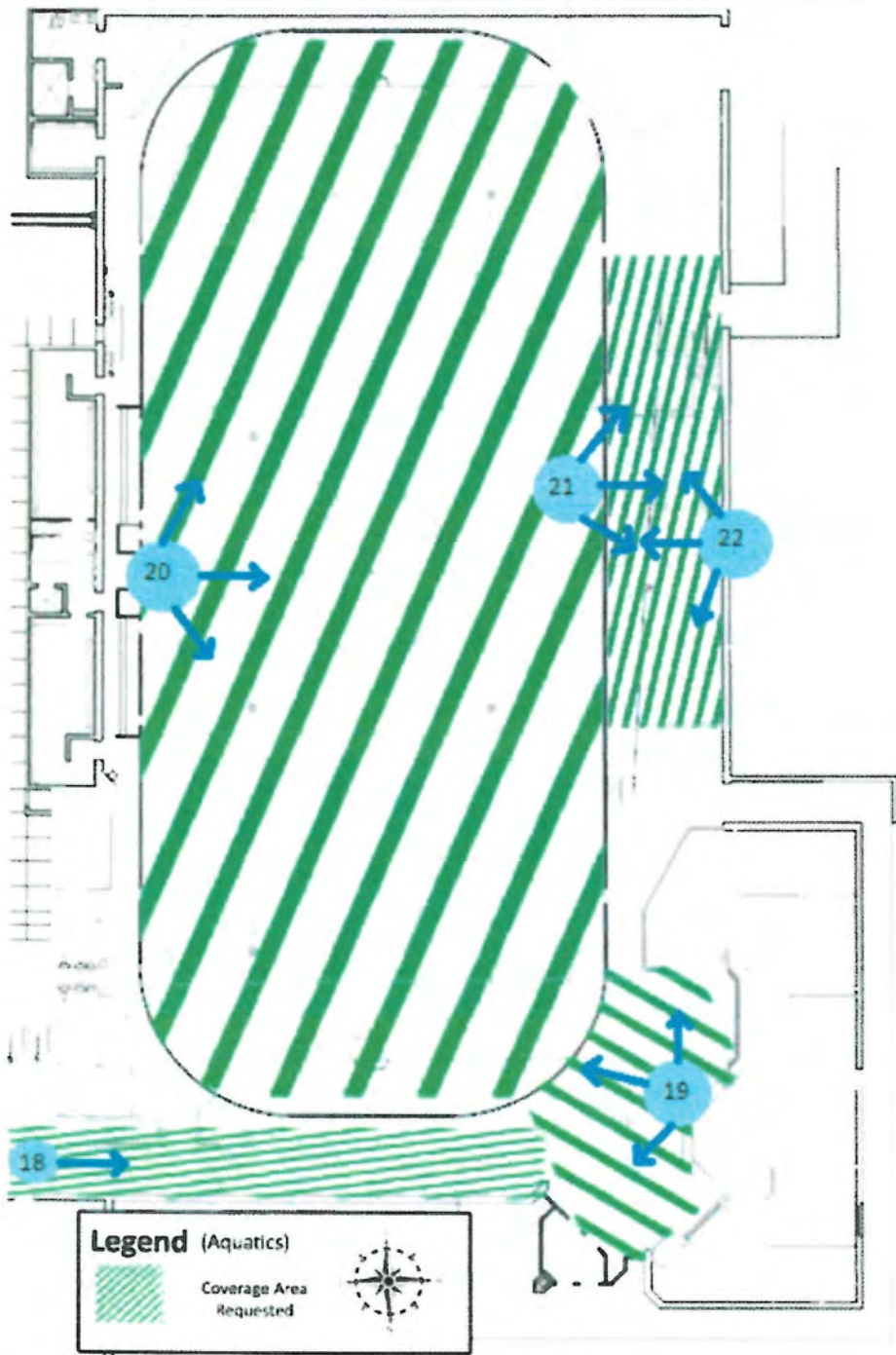
1. Pro N44BL53 4 MP Fixed Mini Dome (**Kids Area**)
2. Pro N44BL53 4 MP Fixed Mini Dome (**Workout Room South**)
3. Pro N44BL53 4 MP Fixed Mini Dome (**Workout Room North**)
4. Panoramic Series DH-IPC-PFW8800-A180 (**South Gym Area**) 180 camera will cove large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
5. Panoramic Series DH-IPC-PFW8800-A180 (**North Gym Area**) 180 camera will cove large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
6. Pro N44BL53 4 MP Fixed Mini Dome (**East Hallway**)
7. Pro N44BL53 4 MP Fixed Mini Dome (**North Hallway**)
8. Pro N44BL53 4 MP Fixed Mini Dome (**Front Desk Area**)
9. Panoramic Series DH-IPC-PFW8800-A180 (**South Multipurpose Room**) 180 camera will cove large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.

10. Panoramic Series DH-IPC-PFW8800-A180 (**North Multipurpose Room**) 180 camera will cover large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
11. Panoramic Series DH-IPC-PFW8800-A180 (**Aquatic Area West**) 180 camera will cover large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
12. Panoramic Series DH-IPC-PFW8800-A180 (**Aquatic Area North**) 180 camera will cover large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
13. Panoramic Series DH-IPC-PFW8800-A180 (**Aquatic Area East**) 180 camera will cover large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
14. Pro N44BL53 4 MP Fixed Mini Dome (**Aquatic Center Entrance**)
15. Panoramic Series DH-IPC-PFW8800-A180 (**West Parking Lot**) 180 camera will cover large area all in one camera. 180 Range is equivalent to 3 or 4 cameras.
16. Pro N45BL5Z 4MP Dome Wide Dynamic Range (**North West Parking Lot**)
17. Pro N45BL5Z 4MP Dome Wide Dynamic Range (**North East Parking Lot**)

18. Pro N45BL5Z 4MP Dome Wide Dynamic Range (**Hallway to Ice Arena**)
Wide Dynamic will allow for great zoom on yard equipment in area.
19. Panoramic Series DH-IPC-PFW8800-A180 (**Main Entrance/
Concessions**) 180 camera will cove large area all in one camera. 180
Range is equivalent to 3 or 4 cameras.
20. Panoramic Series DH-IPC-PFW8800-A180 (**East Ice Arena**) 180
camera will cove large area all in one camera. 180 Range is equivalent to
3 or 4 cameras.
21. Panoramic Series DH-IPC-PFW8800-A180 (**Ice Arena Seating Area**)
180 camera will cove large area all in one camera. 180 Range is
equivalent to 3 or 4 cameras.
22. Panoramic Series DH-IPC-PFW8800-A180 (**West Ice Arena**) 180
camera will cove large area all in one camera. 180 Range is equivalent to
3 or 4 cameras.







RESOLUTION NO.18-121

A RESOLUTION AUTHORIZING A CONTRACT WITH HITEK COMMUNICATIONS INC., FOR INSTALLATION AND CONFIGURATION OF VIDEO SURVEILLANCE CAMERAS.

WHEREAS, the City of Casper desires professional services to install and configure video surveillance cameras; and,

WHEREAS, Hitek Communications Inc., is able and willing to provide said services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Hitek Communications Inc., for services related to the installation and configuration of video surveillance cameras at various locations, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract in an amount not to exceed Ninety Thousand Four Hundred Fifty-Five Dollars (\$90,455).

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

May 24, 2018

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

FROM: Liz Becher, Community Development Director *LB*
Zulima Lopez, Risk Manager
Joy Clark, Community Development Technician

SUBJECT: Adopting the Americans with Disabilities Act Grievance Policy

Meeting Type & Date:

Regular Council Meeting, June 5, 2018.

Action type:

Resolution.

Recommendation:

That Council, by resolution, approve the adoption of the Americans with Disabilities Act Grievance Policy, in compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

Summary:

According to the Federal regulations governing the Community Development Block Grant (CDBG) program, the U.S. Department of Housing and Urban Development (HUD) Office of Fair Housing and Equal Opportunity requires that the City of Casper, CDBG Program, has a current Grievance Policy and procedure in place to be in compliance with the nondiscrimination requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulations at 24 CFR Part 8 (Section 504).

Section 504 provides that no otherwise qualified individual with a disability in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance solely because of a disability. The Grievance Policy procedures must meet the criteria as set forth in 24 CFR § 8.53. The Housing and Community Development CDBG Division has prepared a Grievance Policy according to the requirements of the Section 504 regulations.

Financial Considerations

Not applicable.

Oversight/Project Responsibility

Zulima Lopez, Risk Manager, will be responsible for overseeing the Americans with Disabilities Act Grievance Policy.

Attachments

Resolution
Grievance Policy

CITY OF CASPER

Grievance Policy in compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) of 1990.

Background: Section 504 of the Rehabilitation Act of 1973 (the “Act”) as amended, prohibits discrimination on the basis of disability in programs and activities conducted by the U.S. Department of Housing and Urban Development (HUD) or that receive financial assistance from HUD. This includes any Community Development Block Grant (CDBG) programs funded by HUD. The Act specifically provides that no qualified individual shall, solely by reason of his or her disability, be excluded from program participation, including employment, be denied program benefits, or be subjected to discrimination. The Americans with Disabilities Act of 1990 (ADA) establishes provisions for assuring equality of opportunity, full participation, independent living, and self-sufficiency of disabled persons relative to employment, benefits and services, accommodations, commercial facilities, and multi-family housing.

Section 504 Policy/Compliance: Part 8 of the Title 24 of the Code of Federal Regulations requires the adoption and notice/publication of ADA grievance procedures for municipalities with 15 or more employees, Sections 8.53 and 8.54, respectively. Therefore, be it known that it is the policy of the City of Casper not to discriminate on the basis of disability. Towards that end, the City of Casper has adopted, by resolution, an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) of the U.S. Department of Health and Human Services regulations implementing the Act. The subject law and implementing regulations may be examined in the City’s Human Resource Office. The City’s Risk Manager has been designated to coordinate the efforts of the City with respect to Section 504 compliance. This information can also be accessed on the World-wide Web at the following address: http://www.casperwy.gov/government/departments/support_services/human_resources/risk_management. The Human Resource Office is located in City Hall at 200 North David Street, Suite 107, Casper, WY 82601. The Section 504 Coordinator may be reached at (307) 235-8344.

Grievance Procedure: Any person who believes he or she has been subjected to discrimination on the basis of disability may file a grievance under the procedure adopted by the City outlined below:

- Grievances must be submitted to the Section 504 Coordinator within 30 days of the date the person filing the grievance becomes aware of the alleged discriminatory action.
- A complaint must be in writing, containing the name and address of the person filing it. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought.
- The Section 504 Coordinator (or her/his designee) shall conduct an investigation of the complaint. This investigation may be informal, but it must be thorough, affording all interested persons an opportunity to submit evidence relevant to the complaint. The Section 504 Coordinator will maintain the files and records of the City of Casper relating to such grievances.
- The Section 504 Coordinator will issue a written decision on the grievance no later than 30 days after its filing.

- The person filing the grievance may appeal the decision of the Section 504 Coordinator by writing to the City Manager within 15 days of receiving the Section 504 Coordinator's decision. The City Manager shall issue a written decision in response to the appeal no later than 30 days after its filing.
- The availability and use of this grievance procedure does not prevent a person from filing a complaint of discrimination on the basis of disability with the U. S. Department of Health and Human Services, Office for Civil Rights at:

Centralized Case Management Operations
 U.S. Department of Health and Human Services
 200 Independence Avenue, S.W.
 Room 509F HHH Bldg.
 Washington, D.C. 20201

or, the Region VIII Office of Fair Housing and Equal Opportunity at:

Chloé Coe, Equal Opportunity Specialist
 U.S. Department of Housing and Urban Development
 Office of Fair Housing and Equal Opportunity
 1670 Broadway Street
 Denver, CO 80202

The City of Casper will make appropriate arrangements to ensure that disabled persons are provided accommodations, if needed, to participate in this grievance process. Such arrangements may include, but are not limited to: qualified sign language and oral interpreters, readers, or the use of taped and Braille materials, or assuring a barrier-free location for the proceedings. The Section 504 Coordinator will be responsible for such arrangements.

It is against the law for the City of Casper to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

ADOPTED: _____, 2018

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
 A Municipal Corporation

 Fleur D. Tremel
 Clerk

 Ray Pacheco
 Mayor

RESOLUTION NO.18-122

A RESOLUTION ADOPTING THE CITY OF CASPER AMERICANS WITH DISABILITIES ACT GRIEVANCE POLICY, IN COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AND THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990.

WHEREAS, Section 504 of the Rehabilitation Act of 1973 (the "Act") as amended, prohibits discrimination on the basis of disability in programs and activities conducted by the U.S. Department of Housing and Urban Development (HUD) or that receive financial assistance from HUD; and,

WHEREAS, the rules implementing this Act protect qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all State and local governments funded by HUD; and,

WHEREAS, compliance with the Americans With Disabilities Act requires that municipalities employing more than 15 people adopt a grievance procedure to provide for the prompt and equitable resolution of complaints of discrimination on the basis of disability from City of Casper citizens and employees; and,

WHEREAS, the City of Casper is sensitive to the need to provide a convenient forum for people with disabilities who believe they are being discriminated against to have the matter addressed; and,

WHEREAS, the purpose of this procedure is to provide an opportunity for people to express their complaints, and as appropriate, to allow them to reach an acceptable resolution with the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest a Resolution authorizing the adoption of the City of Casper Americans with Disabilities Act Grievance Policy, in Compliance with Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA) of 1990.

PASSED, APPROVED, AND ADOPTED THIS _____ day _____ 2018.

APPROVED AS TO FORM:

Waine Tremel

CITY OF CASPER, WYOMING



ATTEST:

A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

5/11/18

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Pitlick, Financial Services Director 
SUBJECT: Release of Local Assessment District (LAD) Liens

Meeting Type & Date

Regular Council Meeting, June 5, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize the release of Local Assessment District (LAD) lien on the property(s) listed on the exhibit dated May 10, 2018.

Summary

The lien amount against the property(s) listed on the exhibit has been paid. The exhibit contains the following Instrument number(s): 695446 and 901815. In order to remove this encumbrance on the title of the real property, it is necessary that the City of Casper release this secured instrument.

Financial Considerations

No financial consideration.

Oversight/Project Responsibility

Connie Arnold, Finance Supervisor

Attachments

A prepared resolution for Council's consideration.
Exhibit – LAD Lien Release Information.
Cover letter to Natrona County for LAD Release 6/5/18

LAD LIEN RELEASE INFORMATION

DATE	LAD DISTRICT	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
5/10/2018	156	WESTWOOD #2	0	367	ROSE, DENNIS G	1719 LARAMIE AVENUE	901815
5/10/2018	156	WESTWOOD #2	0	388 N58	WOLFF, JEFFREY H	1764 LARAMIE AVENUE	901815
5/10/2018	153	FT CASPER ADDITION	0	19	VAN HUELE, JOHN J	2504 COULTER DRIVE	695446
5/10/2018	153	FT CASPER ADDITION	0	280	ANDERSON, JERRY L	1554 BRIGHAM YOUNG AVENUE	695446

EXHIBIT 1

LAD Lien Release Information

1 of 1

5/10/2018

June 5, 2018

Release of Lien(s)

Natrona County Clerk
200 North Center
Casper, WY 82601

Re: Instrument Number: 901815 and 695446

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

As authorized by City Council on June 5, 2018 per the attached resolution, please remove the lien from the listed properties on Exhibit 1.

Signed, Sealed, and Delivered in the presence of:

ATTEST:

Fleur D. Tremel, City Clerk

Ray Pacheco, Mayor

State of Wyoming
County of Natrona

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

Notary Public

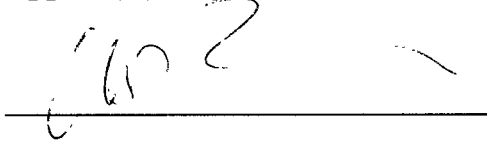
RESOLUTION NO.18-123

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest a Lien Release for the real properties as itemized therein (attached as Exhibit 1), all as located in Local Assessment District 153 and 156.

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

May 11, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Pitlick, Financial Services Director 
Pete Meyers, Assistant Financial Services Director 

SUBJECT: Authorize the discharge of \$9,010.92 uncollectible accounts receivable balances, aged between the date of January 1, 2013 and March 31, 2013.

Meeting Type & Date
Regular Council Meeting
June 5, 2018

Action type
Minute Action

Recommendation
That Council, by Minute Action, authorize the discharge of \$9,010.92 of uncollectible accounts receivable balances, aged between that dates of January 1, 2013 and March 31, 2013.

Summary
Wyoming State Statute 16-4-502 specifies that amounts owed to the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying list meets the certification requirement, which requires that an account be uncollectible by means of collection efforts being exhausted, death, or bankruptcy. Staff has cross referenced the current utility accounts, payroll, and accounts receivable database for names and addresses as a final review.

Staff is always reticent to release any debt as uncollectible. After sixty days of pursuit by City Staff, unpaid debts are referred to a private collection agency. But after five years of collection effort, these debts have not been collected. It has become exceedingly unlikely that additional effort expended on collection will result in any additional payments.

The attached accounts receivable list shows all amounts owed up to March 31, 2013. This proposed discharge maintains five (5) years of accounts receivable on the aged trial balance, supporting staff's current workflow to continually clear up bad debt. The total balance of \$9,010.92 is certified for discharge.

Financial Considerations
The accounts requested to be discharged will have no financial impact to the City's reported financial results. The City adjusts bad debt expense at the end of each fiscal year, and because the proposed accounts for write-off are five (5) years old, they have been previously recognized.

Oversight/Project Responsibility
Connie Arnold, Finance Supervisor

Attachments
Summary Table – Fund breakdown of the Uncollectible Accounts Receivable Discharge List.
City of Casper Uncollectible Accounts Receivable Discharge Listing – Up through 3/31/13.

CITY OF CASPER

**UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE
As of March 31, 2013**

Summary Table

Discharge Reason	Non-Utility	Water Distribution	Wastewater Collection	Refuse Collection	Total Amount
Collection Efforts Exhausted		\$4,769.71	\$2,066.68	\$2,174.53	\$9,010.92
Total	\$0.00	\$4,769.71	\$2,066.68	\$2,174.53	\$9,010.92

CITY OF CASPER

UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE

As of March 31, 2013

Listing by Account Holder

Adams, Colt	06-Feb-13	\$147.80	Collection Efforts Exhausted
Anderson, Art	11-Feb-13	\$30.55	Collection Efforts Exhausted
Bennett, Tara	18-Mar-13	\$518.70	Collection Efforts Exhausted
Brown, Greg	22-Feb-13	\$78.99	Collection Efforts Exhausted
Brown, Barbara	28-Feb-13	\$33.79	Collection Efforts Exhausted
Brown, Lauren	12-Feb-13	\$88.71	Collection Efforts Exhausted
Buckallew, Laura	01-Feb-13	\$137.46	Collection Efforts Exhausted
Buckley, Marco	01-Feb-13	\$77.24	Collection Efforts Exhausted
Castillo, Noel	31-Jan-13	\$50.46	Collection Efforts Exhausted
Cole, Niki	15-Jan-13	\$83.56	Collection Efforts Exhausted
Contreras, Jesse	22-Mar-13	\$153.88	Collection Efforts Exhausted
Cook, Timothy	01-Mar-13	\$29.72	Collection Efforts Exhausted
Cool, Damon	22-Mar-13	\$142.61	Collection Efforts Exhausted
Crider, Loretta	15-Feb-13	\$12.77	Collection Efforts Exhausted
Cutting Edge	22-Mar-13	\$26.80	Collection Efforts Exhausted
Daugherty, Raney	08-Jan-13	\$73.50	Collection Efforts Exhausted
Donelson, Doug	04-Feb-13	\$82.47	Collection Efforts Exhausted
Easton, Bryan	14-Mar-13	\$236.36	Collection Efforts Exhausted
Edmunds, Christopher	10-Mar-13	\$82.49	Collection Efforts Exhausted
Fraser, Steve	05-Feb-13	\$26.09	Collection Efforts Exhausted
Frazey, Brenda	21-Feb-13	\$66.23	Collection Efforts Exhausted
Griffin, Christian	22-Mar-13	\$71.28	Collection Efforts Exhausted
Gutierrez, Richard	05-Mar-13	\$92.59	Collection Efforts Exhausted
Gutierrez, Veronica	18-Mar-13	\$221.16	Collection Efforts Exhausted
Hall, Andria	01-Mar-13	\$46.91	Collection Efforts Exhausted
Hanna, Brittany	27-Feb-13	\$78.33	Collection Efforts Exhausted
Hernandez, Timberley	22-Feb-13	\$144.84	Collection Efforts Exhausted
Hunt, Darrell	07-Jan-13	\$127.42	Collection Efforts Exhausted
Huston, Jaimie	03-Jan-13	\$574.24	Collection Efforts Exhausted
Jameson, Heather	03-Jan-13	\$97.13	Collection Efforts Exhausted
Jones, Nancy	06-Mar-13	\$96.39	Collection Efforts Exhausted
Jurkowski, Robert	21-Feb-13	\$72.51	Collection Efforts Exhausted
Kershaw, Katlyn	09-Jan-13	\$130.92	Collection Efforts Exhausted
Logan, John	28-Jan-13	\$250.78	Collection Efforts Exhausted
Lomu, Angela	28-Feb-13	\$128.48	Collection Efforts Exhausted
Madsen, Heather	05-Feb-13	\$235.90	Collection Efforts Exhausted
Mark, Robert	11-Jan-13	\$170.33	Collection Efforts Exhausted
Mcgilvray, Tine	04-Jan-13	\$66.34	Collection Efforts Exhausted

Mcginty, Carl	24-Jan-13	\$268.38	Collection Efforts Exhausted
Mcmillan, Erica	11-Jan-13	\$50.39	Collection Efforts Exhausted
Mils, Mike	21-Jan-13	\$183.26	Collection Efforts Exhausted
Monroe, Ray	22-Jan-13	\$196.89	Collection Efforts Exhausted
Moore, Dahnette	01-Mar-13	\$51.88	Collection Efforts Exhausted
Morill, Catherine	12-Feb-13	\$40.57	Collection Efforts Exhausted
Noll, Norman C Jr.	22-Jan-13	\$90.12	Collection Efforts Exhausted
Norsworthy, Jacqueline	03-Jan-13	\$17.96	Collection Efforts Exhausted
Oryall, Christina	05-Feb-13	\$48.36	Collection Efforts Exhausted
Pennington, Terry	28-Jan-13	\$134.78	Collection Efforts Exhausted
Price, Heidi	26-Feb-13	\$81.58	Collection Efforts Exhausted
Pridham, Cherish	04-Mar-13	\$566.90	Collection Efforts Exhausted
Pulliam, Abraham	17-Jan-13	\$140.55	Collection Efforts Exhausted
Pyle, Tracie	20-Feb-13	\$37.72	Collection Efforts Exhausted
Reamer, Shaney	07-Mar-13	\$64.28	Collection Efforts Exhausted
Robbins, Justin	04-Mar-13	\$14.85	Collection Efforts Exhausted
Robles, Anthony	18-Mar-13	\$248.20	Collection Efforts Exhausted
Ryan, Laurie	01-Mar-13	\$79.92	Collection Efforts Exhausted
Sambrano, Julio	17-Jan-13	\$780.37	Collection Efforts Exhausted
Sanders, Constance	12-Mar-13	\$95.03	Collection Efforts Exhausted
Smithey, Victoria	20-Mar-13	\$43.93	Collection Efforts Exhausted
Sparks, Ivall	04-Jan-13	\$97.70	Collection Efforts Exhausted
Stegena, Michael	28-Mar-13	\$78.43	Collection Efforts Exhausted
Stewart, Ross	20-Feb-13	\$73.98	Collection Efforts Exhausted
Sulzle, Quinton	30-Jan-13	\$223.13	Collection Efforts Exhausted
Vaughn, Mitchell	14-Jan-13	\$101.84	Collection Efforts Exhausted
Walters, Emily	28-Mar-13	\$37.07	Collection Efforts Exhausted
Wilson, Clarence	15-Feb-13	\$97.37	Collection Efforts Exhausted
Wise, Kenneth Jr.	28-Mar-13	\$178.10	Collection Efforts Exhausted
Wray, Jennifer	27-Feb-13	\$70.36	Collection Efforts Exhausted
Wylie, Stacey	19-Feb-13	\$31.29	Collection Efforts Exhausted

May 17, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Zulima Lopez, Assistant Support Services Director
SUBJECT: Authorize the Purchase of Three (3) New Mid-Size Police Utility Vehicles, in the Total Amount of \$110,785.38, Before the Trade-in Allowance, for Use by the Casper Police Department.

Meeting Type & Date

Regular Council Meeting
June 5, 2018

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of three (3) new mid-size police utility vehicles, from Fremont Motor Company, Lander, Wyoming, to be used in the Casper Police Department, in the total amount of \$110,785.38, before the trade-in allowance.

Summary

In November 2017, bids were received for five (5) new mid-size police utility vehicles. On December 19, 2017, the purchase was awarded to Fremont Motor Company. Included in the bid package was language to “piggy back” the bid for at least 120 days after the delivery of the final unit from the original purchase order. The vehicles from the original purchase order were delivered on April 25, 2018. Vehicle procurement by piggy backing a previous purchase allows the city to expedite the delivery of additional new vehicles with known costs and quality.

This purchase will replace three (3) 2009 Ford Fusions that are due for replacement by age and mileage. These new vehicles will be utilized as unmarked investigative units.

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 these Ford Explorers from Fremont Motors meets all of the required specifications for the new mid-sized police utility vehicle.

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(3) Ford Explorer Police Interceptors	Fremont Motors Lander, WY	\$110,785.38	\$11,400.00	\$99,385.38

Financial Considerations

This purchase was approved in the FY18 adopted budget and is funded by One Cent #15 Optional Sales Tax Fund.

Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to the Police Fleet Coordinator for the Casper Police Department after the equipment is received.

Attachments

No Attachments

May 1, 2018

MEMO TO: J. Carter Napier, City Manager ^(JCN)
FROM: Andrew B. Beamer, P.E., Public Services Director ^(AB)
Liz Becher, Planning and Community Development Director
Alex Sveda, P.E., Associate Engineer
SUBJECT: Reject the Bid for the Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025.

Meeting Type & Date:
Regular Council Meeting
June 5, 2018

Action Type:
Minute Action

Recommendation:
That Council, by minute action, reject the bid from Western States Fire Protection (WSFP), in the amount of \$320,426.00, for the Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025.

Summary:
On Tuesday, April 17, 2018, one (1) bid was received for the Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement, Project No. 18-025. The project consists of a new fire suppression system for Life Steps Building 'F' and a Life Steps Campus-wide replacement Fire Alarm System replacement. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Western States Fire Protection (WSFP)	Casper, Wyoming	\$312,210

Engineering Design Associates (EDA) has been hired by the City for design and construction administration of the work. The estimated construction cost for the base bid from EDA was \$155,000.00.

The project will be re-bid in anticipation of receiving more competitive bids.

Oversight/Project Responsibility
Alex Sveda, P.E., Associate Engineer, Public Services Department.

Attachments
Bid Form
Email from EDA dated May 1, 2018

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

PROJECT IDENTIFICATION: City of Casper

Lifesteps Campus Building 'F' Fire Suppression and
Campus Fire Alarm System Replacement Project
Project No. 18-025

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 **September 7, 2018** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **September 14, 2018**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>3-20-18</u>
Addendum No. <u>2</u>	Dated <u>3-22-18</u>
3	4-06-18
 - 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 COMBINED BID, IN NUMERALS: \$ 320,426.00

TOTAL COMBINED BID, IN WORDS: Three hundred twenty thousand four hundred and twenty six 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: Western States Fire Protection Co.
2319 North Plaza Drive Suite #1
Rapid City, SD 57702

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

Submitted on April 17th, 2018.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Western States Fire Protection Co. (seal)
(Corporation's or Limited Liability Company's Name)

Minnesota
(State of Incorporation or Organization)

By: Michael J. Vahlberg (seal)

Service Sales
(Title)

(Seal)

Attest: _____

Business Address: Western States Fire Protection Co.
2319 North Plaza Drive
Rapid City, SD 57702

Phone Number: (605) 787-6755

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

**Lifesteps Campus Buildings 'F' Fire Suppression and Campus Fire Alarm System Replacement
PROJECT #18-025
March 17, 2018**

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

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

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Replacement of existing Fire Sprinkler and Alarm Systems, and all other work shown on the drawings and specifications.	LS	1	\$320,426.00	\$320,426.00

• **BID IN WORDS:**

Three hundred twenty thousand four hundred and twenty six dollars

This bid submitted by: Western States Fire Protection Co.
(Individual, partnership, corporation, or joint venture name)

Alex Sveda

From: Kevin Schilling <kschilling@edaengineering.com>
Sent: Tuesday, May 01, 2018 9:55 AM
To: Alex Sveda
Cc: Joy Clark; Anderson, Jason
Subject: RE: Project # 18-025 Proposals

Alex,

I talked with Jason about these bids. We both feel that these bids are extremely high. We have no explanation for it other than they were the only bidder. We both used the costs from the prior project to calculate our estimates and feel that they should be in the ballpark with what the actual costs should be.

If the portions of the projects were broken up, and only one portion or the other done, we feel that the city wouldn't be getting a good value for the money.

It might be a good idea to reject this bid and re-bid the project with a longer completion time. It might open up the project to other potential bidders.

Please let us know what we can do to help.

Thanks,

KEVIN SCHILLING, P.E.
ENGINEERING DESIGN ASSOCIATES
1607 CY Ave, Ste 303, Casper, WY 82604
(Ph) 307-266-5033 (Fx) 307-234-3805

From: Alex Sveda [mailto:asveda@casperwy.gov]
Sent: Friday, April 27, 2018 11:18 AM
To: Kevin Schilling
Cc: Joy Clark
Subject: FW: Project # 18-025 Proposals

Kevin,

Western States Fire Protection provided the attached breakdowns of the work for project 18-025:



<u>Fire Alarms</u>	<u>\$192,576.00</u>
<u>Fire Suppression</u>	<u>\$127,850.00</u>

Please get with the Fire Suppression Engineer and review these costs and let me know each of your assessments as to the large discrepancy. The last estimated costs I show are \$82,000 for Fire Alarm and \$73,000 for Fire Suppression.

Thanks,

Alex Sveda, P.E.
Associate Engineer
City of Casper
200 North David St
Casper, WY 82601

May 21, 2018

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Pitlick, Financial Services Director 
SUBJECT: Fiscal Year 2018-2019 Summary Proposed Budget

Meeting Type & Date

Regular Council Meeting, June 5, 2018

Action type

Minute Action, June 5, 2018

Recommendation

That Council, by minute action, authorizes inclusion of Fiscal Year 2018-2019 Summary Proposed Budget into the minutes of the June 5, 2018, Regular Council meeting.

Summary

By Wyoming State Statute 16-4-109(a), a Summary Proposed Budget is to be entered into the minutes and published at least one (1) week before the public hearing date. To meet this requirement, the attached Summary of the Fiscal Year 2018-2019 Proposed Budget is hereby submitted for inclusion in the June 5, 2018, minutes.

On June 19, 2018 a public hearing will be held for presentation of the Fiscal Year 2018-2019 Budget. W.S.S. 16-4-109(b) further requires that within twenty-four (24) hours of the conclusion of the public hearing the Council shall adopt the budget, which, subject to future amendments, shall be in effect for the next fiscal year. Prior to adoption, the Requested Budget Summary is subject to change, after review by the City Council.

Financial Considerations

N/A

Oversight/Project Responsibility

Tom Pitlick, Financial Services Director

Attachments

All Funds Requested Budget Summary

City of Casper
All Funds Requested Budget Summary
 (Budget Basis)
 FY 2018 - 2019

	FY18 Estimate	FY 2019 Proposed
General Fund	\$ 42,693,083	\$ 44,789,845
 Capital Projects Funds		
Capital Projects Funds	6,966,163	15,520,402
Capital Equipment	1,643,328	-
Optional One Cent #13 Sales Tax	142,462	-
Optional One Cent #14 Sales Tax	2,416,888	-
Optional One Cent #15 Sales Tax	9,960,753	-
Opportunities Fund	7,439	8,534
 Enterprise Funds		
Water	26,568,995	16,729,746
Water Treatment Plant	3,113,394	3,234,426
Sewer	6,789,024	7,493,483
Wastewater Treatment Plant	9,545,810	7,024,933
Refuse Collection	9,296,755	7,668,013
Balefill	17,035,869	7,898,109
Casper Events Center	959,719	937,687
Golf Course	549,921	737,796
Casper Recreation Center	1,042,174	1,065,388
Aquatics	1,018,767	1,004,504
Ice Arena	564,403	578,550
Hogadon Ski Area	741,806	836,333
Parking Lots	104,725	112,869
 Special Revenue Funds		
Weed & Pest Control	619,612	478,836
Transit Services	2,205,056	1,699,234
Metropolitan Planning Office	412,147	1,083,839
Community Development Block Grant	385,845	-
Police Grants	261,473	305,082
Fire Grants	202,863	402,110
Redevelopment Loan Fund	255,355	72,850

Revolving Land Fund	175,000	25,000
Special Reserves Fund	420,281	-
Debt Services Funds		
Special Assessments	2,037	4,581
Internal Services Funds		
Fleet Maintenance Fund	2,775,508	2,356,938
Information Technology	1,295,520	-
Buildings & Structures	799,815	923,656
City Campus	279,499	252,563
Property & Liability Insurance	2,261,126	2,811,819
Variable Services Fund	131,613	-
Trust & Agency Funds		
Perpetual Care	2,431,390	3,278,735
Metro Animal Services	1,305,737	718,896
Public Safety Communications	2,326,328	2,640,235
Health Insurance	11,475,155	12,009,321
	<hr/>	
Total	\$ 171,182,838	\$ 144,704,313
Less Intergovernmental Transactions		
Transfers Out	18,914,772	8,699,137
Internal Services Charges	6,977,371	6,786,529
	<hr/>	
Total	\$ 25,892,143	\$ 15,485,666
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Total	\$ 145,290,695	\$ 129,218,647