

REGULAR COUNCIL MEETING  
Tuesday, March 6, 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 FEBRUARY 20, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 3, 2018
4. CONSIDERATION OF BILLS AND CLAIMS

Public Safety



Sustainability  
of Assets & Services

5. BRIGHT SPOTS IN OUR COMMUNITY – AMERICAN ASSOCIATION OF CODE ENFORCEMENT AWARD – AMBER JIVIDEN

6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish March 20, 2018, as the Public Hearing Date for Consideration of:
  - a. New **Restaurant Liquor License No. 38** for Wonderful House Casper, Inc., d/b/a **Wonderful House**, Located at 221 South Montana.

7. PUBLIC HEARING

A. Ordinance

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

8. RESOLUTIONS

A. Consent

1. Authorizing a Contract for Professional Services with **Peak GeoSolutions, Inc.**, in the Amount of \$391,517, for the **Balefill Gas Collection and Control System Project.**
2. Authorizing a Contract for Professional Services with **Golder Associates, Inc.**, in the Amount of \$324,901 for the **5-Year Casper Closed Balefill Monitoring and Reporting Project.**
3. Authorizing a Contract for Professional Services with **Golder Associates, Inc.**, in the Amount of \$87,630 for the **5-Year Casper Solid Waste Facility Air Emissions Monitoring and Reporting Project.**
4. Authorizing an Agreement with **Installation and Service Co., Inc.**, in the Amount of \$177,891.25 for the **CY Avenue Improvements.**
5. Authorizing a **Wyoming Department of Transportation LP-3** Acceptance Certificate for the **West Yellowstone Highway and Walnut Street Reconstruction Project.**
6. Authorizing an Agreement with JTL Group, Inc., dba **Knife River, Inc.**, in the Amount of \$269,893.70, for the **Goodstein Mill and Overlay Project.**

8. RESOLUTIONS (continued)

A. Consent

7. Authorizing an Agreement with **Caspar Building Systems, Inc.**, in the Amount of \$2,985,212, for the **Casper Fire-EMS Station #5 Project**.
8. Accepting a Grant from the **Wyoming State Historic Preservation Office** for the Completion of a **Preservation Strategic Plan**.
9. Authorizing Amendment of Employment Agreement with **Nichole Collier**, for **Municipal Court Judge Services**.
10. Authorizing Amendment of Employment Agreement with **Kara C. Fink**, for **Municipal Court Judge Services**.
11. Authorizing Amendment of Employment Agreement with **Robert J. Hand, Jr.**, for **Municipal Court Judge Services**.
12. Authorizing Amendment of Employment Agreement with **Keith R. Nachbar**, for **Municipal Court Judge Services**.
13. Declaring the Integrin **VHS Video System, Twenty (20) Docking Stations, and Fourteen (14) Tough Book Computers** as **Surplus Property and Authorizing the Destruction of Same**.

9. MINUTE ACTION

A. Consent

1. Acknowledging the Receipt of **Financial Disclosure Information** from **City Officials** with Public Fund Investment Responsibility.

10. COMMUNICATIONS

A. From Persons Present

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

12. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, March 20, 2018– Council Chambers

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

**Work sessions**

4:30 p.m. Tuesday, March 13, 2018 – Council Meeting Room

4:30 p.m. Tuesday, March 27, 2018– Council Meeting Room

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ZONING CLASSIFICATIONS

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

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Public Safety



Sustainability  
of Assets & Services

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

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

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

Mayor Pacheco led the audience in the Pledge of Allegiance.

Municipal Court Judge Hand issued the oath of office to City Attorney Henley, Police Chief McPheeters, and City Manager Napier.

Moved by Councilmember Huckabay, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the February 6, 2018, regular Council meeting, as published in the Casper-Star Tribune on February 14, 2018. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action, approve the minutes of the February 6, 2018, executive session. Motion passed.

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

Bills & Claims  
02/20/18

A-1	Services	\$130.00
AllianceElec	Services	\$340.62
AMBI	Services	\$2,398.42
AWhite	Reimb	\$139.93
Balefill	Services	\$94,123.32
BankOfAmerica	Goods	\$197,246.34
BCoyle	Reimb	\$99.50
BHEnergy	Services	\$33,868.25
Boys&GirlsClubs	Funds	\$18,321.25
C Spargue	Reimb	\$100.00
CardinalTrack	Services	\$228.56
Caselle	Services	\$75.00
CasperPubUtilities	Services	\$128.15
CATC	Funding	\$26,873.50
CCarpenter	Reimb	\$77.68

Centurylink	Services	\$6,067.24
CIGNA	Services	\$13,464.41
CivilEngineeringProfessionals	Projects	\$35,509.46
CKrugler	Services	\$10,000.00
CobanTech	Services	\$30,610.14
CollectionCenter	Services	\$774.25
CommTech	Goods	\$10,745.13
Comtronix	Services	\$332.24
ContAlcoholMont	Supplies	\$1,225.00
CowdinCleaning	Services	\$884.00
CrimeSceneInfo	Services	\$172.50
Dell	Goods	\$1,434.63
DeltaDental	Services	\$33,076.80
DesertMtn	Goods	\$31,534.74
DFS	Services	\$20.00
DooleyOil	Fuel	\$17,376.25
DPCIndustries	Goods	\$6,512.94
DvdsnFxdMgmt	Services	\$3,732.76
DWestriecher	Refund	\$22.69
EdgeEngineering	Services	\$200.00
EnvironmentalCivilSolutions	Services	\$2,217.08
EWells	Refund	\$52.63
FConaway	Services	\$100.00
FirstData	Services	\$2,014.48
FirstInterstateBank	Services	\$2,581.95
FirstInterstateBank	Services	\$174.82
FirstVetSupply	Goods	\$726.45
FmlyJrnyCtr	Services	\$1,595.60
FrontierPrecision	Supp	\$20,500.00
Gametime	Goods	\$38,949.35
GarlickLaw	Services	\$780.32
GlobalPcking	Services	\$94,920.00
GlobalSpect	Funding	\$82,909.91
GolderAssociates	Services	\$10,130.95
GSchenfisch	Services	\$75.00
GSGArchitecture	Services	\$9,259.33
GWilliamsInvst	Services	\$250.00
Hitek	Services	\$15,000.00
Homax	Goods	\$28,265.71
InbergMillerEngineers	Services	\$954.50
ISC	Supplies	\$2,302.01
JLeman	Refund	\$141.64
JWilhelm	Reimb	\$291.36

K Kraft	Reimb	\$71.10
KBislar	Refund	\$33.19
KClines	Refund	\$5.18
KellySvcs	Services	\$1,845.16
KubwaterResources	Goods	\$5,018.98
LnclnNtlLife	Services	\$267.65
LongBuildingTech	Services	\$6,999.75
Lower&Co	Svc	\$2,650.00
MillsPolice	Services	\$1,810.00
Motorola	Goods	\$147,991.90
MPaschke	Reimb	\$9.30
MTAssocofHealth	Services	\$2,281.50
MunicipalCodeCorp	Goods	\$347.69
MWilhelms	Reimb	\$83.99
NationalBenefitServices	Services	\$2,070.00
NCSheriffsOffice	Funding	\$16,810.00
NebraskaDMV	Goods	\$3.00
NrthrnLghtsMfg	Services	\$6,444.00
OfficeStateLands	Services	\$140,172.28
OneCallofWy	Services	\$257.50
Pepsi	Goods	\$1,138.80
PoliceDept	Services	\$207.74
PostalPros	Services	\$9,676.61
RegionalWater	Services	\$276,482.66
Ricoh	Svc	\$622.71
RockyMtnPower	Services	\$154,836.63
SamParsonsUpholstery	Services	\$125.00
SDaley	Reimb	\$1,322.57
SeniorPatientAdvocates	Services	\$450.00
ShawPoly	Services	\$6,090.00
SJMillerAssoc	Svc	\$260.00
Smarsh	Services	\$1,747.50
SNelson	Reimb	\$105.01
Spectrum	Funding	\$38,630.60
SpillmanTechnologies	Services	\$2,116.00
SStockero	Reimb	\$483.12
StoneriverConst	Refund	\$24.41
SummitElectric	Services	\$1,576.67
TElhart	Reimb	\$178.50
TrihydroCorp	Projects	\$6,637.55
TTaylor	Refund	\$46.69
TWhitman	Reimb	\$59.40
UrgentCare	Services	\$1,125.00

VisionServicePlan	Services	\$3,012.76
Wamco	Tests	\$1,000.00
WardwellWater&Sewer	Services	\$14.30
WaterTechnologyGroup	Services	\$5,330.00
WERCSCommunications	Services	\$3,117.47
WorthingtonLenhart&Carpenter	Services	\$21,363.64
WWittkop	Refund	\$15.20
WyDeptRevenue	Taxes	\$664.82
WyFireChiefsAssoc	Services	\$160.00
WyLawEnforcementAcademy	Services	\$180.00
WyMedCenter	Services	\$480.80
WyNotaryDivision	Goods	\$90.00
Zunesis	Services	\$28,662.48
		\$1,795,245.60

Mike Reid, 1615 Luker Dr., provided Council with an update on the Safe Ride program. He provided an overview of the program and shared statistics and financial details of the program.

Moved by Councilmember Hopkins, seconded by Councilmember Walsh, to, by minute action: establish March 6, 2018, as the public hearing date for the consideration of an ordinance amending Section 17.12.120 of the Casper Municipal Code pertaining to fences, walls, hedges, shrubs, trees, accessory buildings and accessory uses. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of a real estate purchase agreement with 1890 Holdings, LLC, for economic development purposes.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated February 12, 2018 and an affidavit of publication, as published in the Casper-Star Tribune, dated February 19, 2018. City Manager Napier provided a brief report.

Speaking in favor was Scott Cotton, 1310 Goodstein. Speaking in opposition was Kevin Hawley 2302 W. 39<sup>th</sup>. There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 18-21  
A RESOLUTION AUTHORIZING A REAL ESTATE  
PURCHASE AGREEMENT WITH 1890 HOLDINGS, LLC.

Councilmember Johnson presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. Councilmembers discussed the process used for the sale of City-owned property. City Attorney Henley addressed questions presented by Councilmembers. Councilmembers Morgan and Powell voted nay. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of a real estate purchase agreement with Ashby Construction, Inc. for economic development purposes.



City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated February 12, 2018 and an affidavit of publication, as published in the Casper-Star Tribune, dated February 19, 2018. City Manager Napier provided a brief report.

Speaking in favor were; David and Jennifer Kelly, 813 CY Ave; and Dennis Steensland, 533 S. Washington. There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 18-22  
A RESOLUTION AUTHORIZING A REAL ESTATE  
PURCHASE AGREEMENT WITH ASHBY CONSTRUCTION,  
INC.

Councilmember Hopkins presented the foregoing resolution for adoption. Seconded by Councilmember Walsh. Councilmembers Morgan and Powell voted nay. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the transfer of ownership interest in Retail Liquor License No. 18, 3OH7 Hospitality, LLC d/b/a C85 @ The Wonder Bar; Retail Liquor License No. 3, Triple C Food & Beverage, d/b/a C85 @ The Pump Room; and Retail Liquor License No. 29, Double C Hospitality, LLC, d/b/a C85 @ Galles Liquor Mart.

City Attorney Henley entered twelve (12) exhibits: three letters of correspondence from Fleur Tremel, to J. Carter Napier, each dated January 29, 2018, three affidavits of publication, as published in the Casper-Star Tribune, each dated February 12, 2018, three affidavits of website publication, as published on the City of Casper website, each dated February 2, 2018, and three liquor license applications each filed January 16, 2018.

Councilmember Humphrey joined the meeting at 6:40 p.m. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving transfer of ownership interest, the public hearing was closed.

Moved by Councilmember Powell, seconded by Councilmember Johnson, to, by minute action, authorize the transfer of ownership interest in Retail Liquor License Numbers 18, 3 & 29. Councilmember Huckabay abstained. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the transfer of ownership interest in Retail Liquor License No. 23, Johnson Restaurant Group, Inc. d/b/a CY Discount Liquors; Retail Liquor License No. 12, Firerock Hospitality Group, LLC d/b/a Firerock Steakhouse; and Retail Liquor License No. 15, OC Casper, LLC d/b/a Old Chicago.

City Attorney Henley entered twelve (12) exhibits: three letters of correspondence from Fleur Tremel, to J. Carter Napier, each dated February 2, 2018; three affidavits of publication, as published in the Casper-Star Tribune, each dated February 2, 2018; three affidavits of website

publication, as published on the City of Casper website, each dated January 14, 2018; and three liquor license application each filed January 8, 2018. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving transfer of ownership interest, the public hearing was closed.

Moved by Councilmember Johnson, seconded by Councilmember Huckabay, to, by minute action, authorize the transfer of ownership interest in Retail Liquor License Numbers 23, 12 & 15. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the annual renewal of liquor licenses for the license year April 1, 2018 through March 31, 2019.

City Attorney Henley entered three (3) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated February 20, 2018; an affidavit of publication, as published in the Casper-Star Tribune, dated February 8, 2018; and an affidavit of website publication, as published on the City of Casper website, dated January 31, 2018. City Manager Napier provided a brief report.

Council requested that several business owners attend and address Council. The following citizens addressed Council: Jim Childs, 1142 S. David, explained a tax matter; Travis Taylor, 5130 Black Ridge, stated he was still working on the details of his plan; and Matt Galloway, 4017 W. 38<sup>th</sup>, Pete Maxwell, 3764 W. 38<sup>th</sup>, and Richard Bratton, 1200 S. Mitchell, shared the steps they have taken to make their establishment safer.

There being no others to speak for or against the issues involving the annual renewal of liquor licenses, the public hearing was closed.

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action, authorize the annual renewal of liquor licenses. Councilmember Humphrey requested an update in thirty days on liquor licenses. Councilmember Walsh requested that licenses that are parked be discussed at a work session before any deadlines. City Manager Napier indicated that staff would handle both of these requests. Councilmember Huckabay stated the value of Training for Intervention Procedures (TIPS) training and encouraged license holders to offer bystander training. Councilmembers Powell and Laird discussed the demerit system. Councilmember Morgan requested that Council examine any future extensions and expressed his concern with having licenses parked. Motion passed.

Mayor Pacheco called for a brief recess at 7:10 p.m., and reconvened the meeting at 7:20 p.m.

Following resolution read:

**RESOLUTION NO. 18-23**

**A RESOLUTION STATING THE POLICY OF THE CITY OF CASPER TO PROMOTE A DIVERSE COMMUNITY AND ENSURE THAT DISCRIMINATION OF ANY KIND IS NOT ACCEPTED.**

Councilmember Humphrey presented the foregoing resolution for adoption. Seconded by Councilmember Powell. City Manager Napier provided a brief report.

The following citizens addressed Council: Reverend Dee Lundberg, 142 N. Wilson; Reverend Dan O'Dell, 1045 S. Missouri (rather than Keith Goodenough); Larry Harrington, 1713 Kelly Dr.; Rob Johnston, 503 S. Beech; Ruth Ann Leonard, 2600 Fleetwood Pl.; Mallory Pollock, 535 E. 12<sup>th</sup>; Amber Pollock, 535 E. 12<sup>th</sup>; Linda Bergeron, 2352 S. Coffman; James Olm, 6358 Buckboard; Maggi Murdock, 3338 Monte Vista; Jeffrey Snyder, 1410 S. Walnut; John E. Hill, 3630 Navarre; Bob Brechtel, 3160 Cotton Cr.; Elena Nachbar, 10995 E. Wagon Trail; Linda Clifford, 1125 S. David; Rob Peterson, 3150 Industrial; Kathy Ide, 3838 Garden Creek; Doug Bergeron, 2352 S. Coffman; and Nick Murdock, 3338 Monte Vista.

Councilmembers made explained their points of view on the resolution. Councilmember Morgan had questions about the resolution. City Attorney Henley and City Manager Napier addressed these questions. Councilmembers Hopkins, Johnson, and Walsh voted nay. Motion passed.

Following resolution read:

RESOLUTION NO. 18-24

A RESOLUTION STATING THE POLICY OF THE CITY OF CASPER TO PROMOTE A DIVERSE COMMUNITY AND ENSURE THAT DISCRIMINATION OF ANY KIND IS NOT ACCEPTED.

Councilmember Johnson presented the foregoing resolution for adoption. Seconded by Councilmember Walsh. City Manager Napier provided a brief report. Councilmember Hopkins voted nay. Motion passed.

Council did not offer Resolution No. 18-25 as an amendment. Therefore, no action was taken on this agenda item.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-26

RESOLUTION APPROVING CLOCK DONATION AGREEMENT.

RESOLUTION NO. 18-27

A RESOLUTION AUTHORIZING THE EXECUTION OF A UTILITY LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE WEST CASPER ZONE II WATER SYSTEM IMPROVEMENTS PROJECT.

RESOLUTION NO. 18-28

A RESOLUTION AUTHORIZING AN EASEMENT WITH DANIEL S. HERRERA AND JENNIFER K. HERRERA FOR THE NEW WATER TRANSMISSION MAIN FOR THE WEST CASPER ZONE 2 WATER SYSTEM IMPROVEMENTS.

RESOLUTION NO. 18-29

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH RECYKLING INDUSTRIAL REPAIRS, INC., TO PROVIDE BALER MAINTENANCE SUPPORT.

RESOLUTION NO. 18-30

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RAVEN INDUSTRIES, INC., FOR THE CASPER BALEFILL CLOSURE, GEOSYNTHETICS MANUFACTURER, PROJECT NO. 17-039.

RESOLUTION NO. 18-31

A RESOLUTION AUTHORIZING AN AGREEMENT WITH EROSION CONTROL APPLICATIONS, INC., CASPER BALEFILL CLOSURE, GEOSYNTHETICS INSTALLER, PROJECT NO. 17-039.

RESOLUTION NO. 18-32

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DAN HART PATROL SERVICE, LLC, CASPER BALEFILL CLOSURE, EARTHWORKS, PROJECT NO. 17-039.

RESOLUTION NO. 18-33

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRANSMISSION DISTRIBUTION SERVICES FOR THE 2018 PEDESTRIAN PATHWAYS PROJECT NO. 18-012.

RESOLUTION NO. 18-34

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH ADVANCED COMMUNICATIONS TECHNOLOGY, INC., TO INSTALL BURIED FIBER OPTIC CABLE INFRASTRUCTURE WITHIN CITY-OWNED PROPERTY.

RESOLUTION NO. 18-35

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GLOBAL PACKAGING SOLUTIONS, LLC, FOR THE 2018 SOLID WASTE BALER BAG PROCUREMENT.

RESOLUTION NO. 18-36

A RESOLUTION AUTHORIZING AN ASSIGNMENT AND ASSUMPTION OF THE LEASE AGREEMENT BETWEEN THE FOLLOWING PARTIES: THE CITY OF CASPER, C & R ENTERPRISE, AND COWBOY SMOKEHOUSE.

RESOLUTION NO. 18-37  
A RESOLUTION ACCEPTING A GRANT FROM THE  
WYOMING OFFICE OF HOMELAND SECURITY.

RESOLUTION NO. 18-38  
A RESOLUTION AUTHORIZING THE PURCHASE AND  
INSTALLATION OF EQUIPMENT FOR THE 2018 FORD  
INTERCEPTOR SUVs.

Councilmember Huckabay presented the foregoing thirteen (13) resolutions for adoption. Seconded by Councilmember Hopkins. Motion passed.

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

1. appoint Planning & Zoning Commissioners to the Old Yellowstone District Advisory Committee.
2. appoint property owners representatives to the Old Yellowstone District Advisory Committee.
3. authorize the purchase of ballistic vests, in the Amount of \$25,695.00, from Warrior Kits Safety and Survival Gear.
4. authorize the discharge of \$7,985.56 of uncollectible accounts receivable balances, aged between the dates of October 1, 2012 and December 31, 2012.
5. grant time extension for Retail Liquor License No. 8, Good to Go Stores, LLC, d/b/a Good to Go.
6. Grant time extension for Microbrewery No. 3, Wyoming State Brewing Company, LLC, d/b/a Wyoming State Brewing Company.

Motion passed.

No citizens addressed the Council.

Moved by Councilmember Johnson, seconded by Councilmember Laird, to, by minute action adjourn. Councilmember Morgan and Mayor Pacheco voted nay. Motion passed. Mayor Pacheco noted the next meetings of the City Council will be work sessions (Strategic Planning Sessions) to be held at 4:30 p.m., Tuesday and Wednesday, February 27 & 28, 2018, at the Casper Events Center; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 6, 2018, in the Council Chambers. The meeting was adjourned at 9:55 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

# Bills & Claims

City of Casper

02/21/2018 to 03/06/2018

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<b>A.M.B.I. &amp; SHIPPING, INC.</b>	18-01-420 January Postage	\$7.21
	<b>Subtotal for Cost Center Fire:</b>	<b>\$7.21</b>
	18-01-421 JANUARY POSTAGE	\$2.26
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$2.26</b>
	18-01-425 POSTAGE AND SHIPPING	\$109.40
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$109.40</b>
	18-01-427 REGULAR MAILINGS	\$374.08
	<b>Subtotal for Cost Center Police:</b>	<b>\$374.08</b>
	<b>Vendor Subtotal:</b>	<b>\$492.95</b>
<b>A-1 PORTABLES &amp; SERVICES</b>	2232 BALER PORTA POTTY	\$130.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$130.00</b>
	<b>Vendor Subtotal:</b>	<b>\$130.00</b>
<b>ADVANCED GEOTECHNICAL SOLUTIONS INC</b>	1 FEOTECH FOR WATER PROJECTS	\$5,547.50
	<b>Subtotal for Cost Center Water:</b>	<b>\$5,547.50</b>
	<b>Vendor Subtotal:</b>	<b>\$5,547.50</b>
<b>ALLIANCE ELECTRIC LLC.</b>	7464 ELECTRICAL IMPROVEMENT @ CoMB	\$1,855.50
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$1,855.50</b>
	<b>Vendor Subtotal:</b>	<b>\$1,855.50</b>
<b>AMERICAN TITLE AGENCY, INC.</b>	80-122188 W. CASPER ZONE II - O&E	\$83.75
	80-122188 W. CASPER ZONE II - O&E	\$41.25
	<b>Subtotal for Cost Center Water:</b>	<b>\$125.00</b>
	<b>Vendor Subtotal:</b>	<b>\$125.00</b>
<b>ANDREEN HUNT CONSTRUCTION, INC.</b>	36677 E CASPER ZONE III WATER SYSTEM	\$129,794.50
	36677 E CASPER ZONE III WATER SYSTEM	\$63,928.63
	<b>Subtotal for Cost Center Water:</b>	<b>\$193,723.13</b>
	<b>Vendor Subtotal:</b>	<b>\$193,723.13</b>

# Bills & Claims

City of Casper

02/21/2018 to 03/06/2018

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<b>ANTHONY STEDILIE</b>	09470B CLOTHING REIMBURSEMENT	\$267.74
	<b>Subtotal for Cost Center Police:</b>	<b>\$267.74</b>
	<b>Vendor Subtotal:</b>	<b>\$267.74</b>
<b>ARCADIS U.S., INC.</b>	0893125 ENGINEERING SERVICES FOR WWTP	\$2,923.29
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$2,923.29</b>
	<b>Vendor Subtotal:</b>	<b>\$2,923.29</b>
<b>ATLANTIC ELECTRIC, INC.</b>	7354 RETAINAGE 16-008	-\$649.70
	<b>Subtotal for Cost Center General - Streets:</b>	<b>-\$649.70</b>
	7354 LUMINAIRE SERVICES	\$6,497.00
	<b>Subtotal for Cost Center Streets:</b>	<b>\$6,497.00</b>
	<b>Vendor Subtotal:</b>	<b>\$5,847.30</b>
<b>BAR-D SIGNS, INC.</b>	33121 DEPOT MAINTENANCE DECALS	\$595.52
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$595.52</b>
	<b>Vendor Subtotal:</b>	<b>\$595.52</b>
<b>BARRIENTOS, CHARLES</b>	0030409261 UTILITY REFUND	\$40.79
	<b>Subtotal for Cost Center Water:</b>	<b>\$40.79</b>
	<b>Vendor Subtotal:</b>	<b>\$40.79</b>
<b>BESICH, SUZANNE</b>	0030409259 UTILITY REFUND	\$17.22
	<b>Subtotal for Cost Center Water:</b>	<b>\$17.22</b>
	<b>Vendor Subtotal:</b>	<b>\$17.22</b>
<b>BLACK HILLS ENERGY</b>	AP000233021918 NATURAL GAS	\$1,196.21
	<b>Subtotal for Cost Center Water:</b>	<b>\$1,196.21</b>
	RIN0028408 ENERGY HEAT	\$7,709.92
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$7,709.92</b>
	<b>Vendor Subtotal:</b>	<b>\$8,906.13</b>

# Bills & Claims

02/21/2018 to 03/06/2018

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<b>BRENNTAG PACIFIC, INC.</b>	BPI810204 CHEMICALS - AMMONIA	\$14,796.32
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$14,796.32</b>
	<b>Vendor Subtotal:</b>	<b>\$14,796.32</b>
<b>CARLO, JEFF</b>	0030409264 UTILITY REFUND	\$85.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$85.00</b>
	<b>Vendor Subtotal:</b>	<b>\$85.00</b>
<b>CASPER AREA TRANSPORTATION COALITION</b>	2018-101 JAN 18 FTA CATC EXPENSES	\$38,903.59
	2018-102 JAN 18 FTA THE BUS EXPENSES	\$20,408.90
	2018-103 JAN 18 CITY CATC EXPENSES	\$38,230.78
	2018-104 JAN 18 CITY THE BUS EXPENSES	\$19,884.73
	<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$117,428.00</b>
	<b>Vendor Subtotal:</b>	<b>\$117,428.00</b>
<b>CASPER NATRONA COUNTY HEALTH DEPARTMENT</b>	0024693-IN MONTHLY FUNDING	\$45,000.00
	<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$45,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$45,000.00</b>
<b>CASPER POLICE DEPARTMENT</b>	RIN0028420 ALCOHOL COMPLIANCE BUY FUND	\$163.41
	<b>Subtotal for Cost Center Police Grants:</b>	<b>\$163.41</b>
	<b>Vendor Subtotal:</b>	<b>\$163.41</b>
<b>CENTRAL WY. SENIOR SVCS., INC.</b>	656 FY18 1%#15 ONE CENT FUNDING	\$1,307.81
	<b>Subtotal for Cost Center One Cent #15:</b>	<b>\$1,307.81</b>
	RIN0028427 AGENCY FUNDING Q1 & Q2	\$27,500.00
	<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$27,500.00</b>
	<b>Vendor Subtotal:</b>	<b>\$28,807.81</b>
<b>CENTURYLINK</b>	RIN0028455 PHONE USE	\$489.95
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$489.95</b>



# Bills & Claims

City of Casper

02/21/2018 to 03/06/2018

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AP000143021518 VOIP	\$887.65
<b>Subtotal for Cost Center Finance:</b>	<b>\$887.65</b>
RIN0028455 PHONE USE	\$21.04
<b>Subtotal for Cost Center Fire:</b>	<b>\$21.04</b>
RIN0028435 PHONE USE	\$43.51
RIN0028439 PHONE USE	\$64.19
<b>Subtotal for Cost Center Sewer:</b>	<b>\$107.70</b>
RIN0028439 PHONE USE	\$45.47
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$45.47</b>
<b>Vendor Subtotal:</b>	<hr/> <b>\$1,551.81</b>

## CHARLES MCCAIN

RIN0028415 WORK JEAN REIMBURSEMENT	\$76.28
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$76.28</b>
<b>Vendor Subtotal:</b>	<hr/> <b>\$76.28</b>

## CITY OF CASPER

5128/160584 JAN 18 CATC/THE BUS WORKORDERS	\$1,428.34
5128/160584 JAN 18 CATC/THE BUS WORKORDERS	\$5,713.34
5128/160583 JANUARY 2018 CATC/THE BUS FUEL	\$6,637.40
5128/160583 JANUARY 2018 CATC/THE BUS FUEL	\$6,637.39
<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$20,416.47</b>
5128/160574 FEB 18 MONTHLY MPO GIS SERVICE	\$657.78
5128/160574 FEB 18 MONTHLY MPO GIS SERVICE	\$6,258.89
5128/160781 MPO OCT-DEC 17 GIS SERVICES	\$104.68
5128/160781 MPO OCT-DEC 17 GIS SERVICES	\$996.09
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$8,017.44</b>
<b>Vendor Subtotal:</b>	<hr/> <b>\$28,433.91</b>

## CITY OF CASPER - BALEFILL

525/160505 SANITATION	\$16.45
525/160644 SANITATION	\$18.33
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$34.78</b>
2772/160531 SANITATION	\$4,338.96
2772/160588 SANITATION	\$4,238.46
2772/160629 SANITATION	\$4,195.22
2772/160492 SANITATION	\$4,648.77
2772/160507 SANITATION	\$4,695.30
2772/160609 SANITATION	\$4,178.30

# Bills & Claims

City of Casper

02/21/2018 to 03/06/2018

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2772/160646 SANITATION	\$6,518.43
2772/160705-718 SANITATION	\$5,112.15
2772/160655 SANITATION	\$4,729.61
2772/160676 SANITATION	\$4,277.94
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$46,933.14</b>

1276/160506 SANITATION	\$82.72
1276/160608 SANITATION	\$116.09
1276/160645 SANITATION	\$117.97
1276/160704 SANITATION	\$107.63
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$424.41</b>

<b>Vendor Subtotal:</b>	<b>\$47,392.33</b>
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## CRIME SCENE INFORMATION

157-12-072 CRIMESTOPPERS LINE	\$86.25
<b>Subtotal for Cost Center Police:</b>	<b>\$86.25</b>

<b>Vendor Subtotal:</b>	<b>\$86.25</b>
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## CUMMINGS, AMY

0030409256 UTILITY REFUND	\$44.53
<b>Subtotal for Cost Center Water:</b>	<b>\$44.53</b>

<b>Vendor Subtotal:</b>	<b>\$44.53</b>
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## DANIEL HERRERA

RIN0028458 E. CASPER ZONE II ESMNT 15-59	\$1,423.14
RIN0028458 E. CASPER ZONE II ESMNT 15-59	\$700.95
<b>Subtotal for Cost Center Water:</b>	<b>\$2,124.09</b>

<b>Vendor Subtotal:</b>	<b>\$2,124.09</b>
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## DELL MARKETING LP

10219075850 CSC CAMERA SYST SERVER LICENSE	\$600.00
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$600.00</b>

10221705740 3 VLA OFFICE PRO PLUS	\$1,036.41
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$1,036.41</b>

10221705759 VLA OFFICE PRO PLUS X 4	\$1,381.88
<b>Subtotal for Cost Center Police:</b>	<b>\$1,381.88</b>

<b>Vendor Subtotal:</b>	<b>\$3,018.29</b>
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## DELTA DENTAL PLAN OF WY.

RIN0028442 DENTAL PREMIUM	\$1,543.50
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# Bills & Claims

City of Casper

02/21/2018 to 03/06/2018

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**Subtotal for Cost Center Health Insurance:** **\$1,543.50**

**Vendor Subtotal:** **\$1,543.50**

## DESERT MTN. CORP.

17-57637 ICE SLICER \$3,564.57  
17-57640 ICE SLICER \$3,341.71  
17-57641 ICE SLICER \$3,955.60  
17-57642 ICE SLICER \$3,537.89  
17-57643 ICE SLICER \$3,355.05  
17-57644 ICE SLICER \$3,496.52

**Subtotal for Cost Center Streets:** **\$21,251.34**

**Vendor Subtotal:** **\$21,251.34**

## DOOLEY OIL, INC.

103286 STOCK, 02/F2 DIESEL 8200 GAL \$19,685.26

**Subtotal for Cost Center Fleet Maintenance:** **\$19,685.26**

**Vendor Subtotal:** **\$19,685.26**

## ENGINEERING DESIGN ASSOCIATES

10183 LSC FIRE SUPP/ALRM REP. DESIGN \$250.00

**Subtotal for Cost Center CDBG:** **\$250.00**

**Vendor Subtotal:** **\$250.00**

## ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5297 2018 ART AND COLLECTORS \$13,930.80

**Subtotal for Cost Center Streets:** **\$13,930.80**

**Vendor Subtotal:** **\$13,930.80**

## FIRST AMERICAN TITLE INSURANCE CO.

4511-3011824-A ASH/MIDWEST CLOSING \$735.50

4511-3011825-B ASH STREET CLOSING \$885.50

**Subtotal for Cost Center Special Revenue:** **\$1,621.00**

**Vendor Subtotal:** **\$1,621.00**

## FIRST DATA MERCHANT SVCS CORP.

REMI1305094 CC FEES \$3,526.15

**Subtotal for Cost Center Balefill:** **\$3,526.15**

REMI1305097 CC SERVICES \$30.52

**Subtotal for Cost Center Cemetery:** **\$30.52**

# Bills & Claims

City of Casper

02/21/2018 to 03/06/2018

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REMI1305096 CREDIT CARD FEES	\$120.06
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$120.06</b>

REMI1305089 CREDIT CARD FEES	\$1,462.74
<b>Subtotal for Cost Center Finance:</b>	<b>\$1,462.74</b>

REMI1305092 CREDIT CARD SERVICE	\$51.55
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$51.55</b>

<b>Vendor Subtotal:</b>	<b>\$5,191.02</b>
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## FLOYD, NANCY

0030409262 UTILITY REFUND	\$32.82
<b>Subtotal for Cost Center Water:</b>	<b>\$32.82</b>

<b>Vendor Subtotal:</b>	<b>\$32.82</b>
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## GAIL FIRKINS

RIN0028441 REFUND APPLICATION FEE	\$300.00
<b>Subtotal for Cost Center General Fund Revenue:</b>	<b>\$300.00</b>

<b>Vendor Subtotal:</b>	<b>\$300.00</b>
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## GAMETIME

1711006 PARADISE VALLEY PARK PLAYGROUN	\$5,333.65
<b>Subtotal for Cost Center Parks:</b>	<b>\$5,333.65</b>

<b>Vendor Subtotal:</b>	<b>\$5,333.65</b>
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## GEER INVESTMENTS LLC

RIN0028447 RETAINAGE RELEASE 17-054	\$2,453.43
<b>Subtotal for Cost Center Capital Projects - Engineering:</b>	<b>\$2,453.43</b>

<b>Vendor Subtotal:</b>	<b>\$2,453.43</b>
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## HDR ENGINEERING, INC.

1200103384 WATER RIGHTS & SUPPLY ANALYSIS	\$4,310.48
<b>Subtotal for Cost Center Water:</b>	<b>\$4,310.48</b>

<b>Vendor Subtotal:</b>	<b>\$4,310.48</b>
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## HIGH PLAINS CONSTRUCTION, INC.

RIN0028454 TRUCK BARN SURGE TANK/LIFT STA	\$51,653.08
RIN0028454 RETAINAGE 15-69	-\$5,165.31
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$46,487.77</b>

<b>Vendor Subtotal:</b>	<b>\$46,487.77</b>
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# Bills & Claims

02/21/2018 to 03/06/2018

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<b>HOMAX OIL SALES, INC.</b>	0398565-IN STOCK, GT-1-5W30 48 QTS	\$288.36
	0399326-IN STOCK, VERSATRANS LV 48 QTS.	\$163.20
	0400143-IN STOCK, DEF (40)	\$284.80
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$736.36</b>
<b>Vendor Subtotal:</b>	<b>\$736.36</b>	
<b>IMLER, JOHN</b>	0030409263 UTILITY REFUND	\$75.00
	0030409263 UTILITY REFUND	\$4.63
	<b>Subtotal for Cost Center Water:</b>	<b>\$79.63</b>
	<b>Vendor Subtotal:</b>	<b>\$79.63</b>
<b>INBERG-MILLER ENGINEERS</b>	19093CX01.9 GEOTECH BEV FROM 4TH TO 12TH	\$5,427.70
	19093CM01.7 GEN TEST - 15&MCKINLY 17-091	\$2,270.00
	<b>Subtotal for Cost Center Streets:</b>	<b>\$7,697.70</b>
	<b>Vendor Subtotal:</b>	<b>\$7,697.70</b>
<b>INSTALLATION &amp; SVC. CO.</b>	268660 RETAINAGE RELEASE 15-65	\$1,491.76
	<b>Subtotal for Cost Center Capital Projects - Engineering:</b>	<b>\$1,491.76</b>
	<b>Vendor Subtotal:</b>	<b>\$1,491.76</b>
<b>ITC ELECTRICAL TECHNOLOGIES</b>	24100 TSHOOT TOTALIZER SHIFT ISSUES	\$550.80
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$550.80</b>
	<b>Vendor Subtotal:</b>	<b>\$550.80</b>
<b>JENNIFER HERRERA</b>	RIN0028457 E. CASPER ZONE II ESMNT 15-59	\$1,423.13
	RIN0028457 E. CASPER ZONE II ESMNT 15-59	\$700.95
	<b>Subtotal for Cost Center Water:</b>	<b>\$2,124.08</b>
	<b>Vendor Subtotal:</b>	<b>\$2,124.08</b>
<b>JOEY WILHELM</b>	030827 CLOTHING REIMBURSEMENT	\$84.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$84.00</b>
	<b>Vendor Subtotal:</b>	<b>\$84.00</b>

# Bills & Claims

02/21/2018 to 03/06/2018

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## KIMLEY-HORN AND ASSOCIATES

291206000-1217 MPO STRATEGIC PARKING PLAN \$2,581.06  
291206000-1217 MPO STRATEGIC PARKING PLAN \$24,559.39  
**Subtotal for Cost Center Metropolitan Planning: \$27,140.45**

**Vendor Subtotal: \$27,140.45**

## KNIFE RIVER/JTL

164491 J BASE \$375.21  
164486 3/8" CRUSHED ROCK \$38.00  
**Subtotal for Cost Center Streets: \$413.21**

**Vendor Subtotal: \$413.21**

## LEADER'S EDGE CONSULTING

2281 PLANNING SESSION \$4,695.00  
**Subtotal for Cost Center Council: \$4,695.00**

**Vendor Subtotal: \$4,695.00**

## LOREN, DAVID

0030409260 UTILITY REFUND \$57.01  
**Subtotal for Cost Center Water: \$57.01**

**Vendor Subtotal: \$57.01**

## MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

RIN0028421 ETHERNET ACCESS \$503.73  
**Subtotal for Cost Center Communications Center: \$503.73**

AR-25 3YR RENEWAL KCB.ORG \$99.00  
**Subtotal for Cost Center Parks: \$99.00**

**Vendor Subtotal: \$602.73**

## NATRONA COUNTY COMMISSIONERS

RIN0028433 HALL OF JUSTICE CONCRETE RPLMT \$6,650.00  
RIN0028434 DET CTR WATER SOFTNERS \$1,872.00  
**Subtotal for Cost Center City Manager: \$8,522.00**

**Vendor Subtotal: \$8,522.00**

## NORTH PARK TRANSPORTATION

08761359 STOCK, PARTS FREIGHT \$119.56  
08779901 STOCK, FREIGHT ZAMBONI BLADES \$188.85  
**Subtotal for Cost Center Fleet Maintenance: \$308.41**

# Bills & Claims

02/21/2018 to 03/06/2018

**Vendor Subtotal:**

**\$308.41**

**P-CARD VENDORS**

00070232 SAMS CLUB #6425 - Purchase	\$10.78
00070232 SAMS CLUB #6425 - Purchase	\$42.46
00070247 SAMSCLUB #6425 - Purchase	\$35.96
00070252 LITTLE CAESARS 1989 00 - Purch	\$57.70
00070257 LITTLE CAESARS 1989 00 - Purch	\$41.05
00069886 ARC SERVICES/TRAINING - Purcha	\$252.00
00069893 FRY SPECIALTY INC - Purchase	\$115.60
00069991 RAIN DROP PRODUCTS LLC - Purch	\$1,498.00
00070012 SAMSCLUB #6425 - Purchase	\$16.96
00070033 PARTY CITY - Purchase	\$77.91
00069697 WM SUPERCENTER #3778 - Purchas	\$3.86
00069719 WM SUPERCENTER #3778 - Purchas	\$3.44
00069744 HOSE & RUBBER SUPPLY C - Purch	\$8.43
00069770 AMAZON MKTPLACE PMTS - Purchas	\$47.49
00069770 AMAZON MKTPLACE PMTS - Purchas	\$47.50
00069776 ARC SERVICES/TRAINING - Purcha	\$108.00
<b>Subtotal for Cost Center Aquatics:</b>	<b>\$2,367.14</b>

00070158 SAMSCLUB #6425 - Purchase	\$135.08
00070158 SAMSCLUB #6425 - Purchase	\$35.32
00070180 WAL-MART #1617 - Purchase	\$24.28
00070253 SAFETY KLEEN SYSTEMS B - Purch	\$1,290.00
00070268 WESTERN STATES FIRE PR - Purch	\$530.29
00070295 GCR TIRE #751 - Purchase	\$1,214.75
00070297 CONOCO - HOMAX OIL SAL - Purch	\$67.68
00070318 CITY SERVICE ELECTRIC - Purcha	\$420.00
00070333 HARBOR FREIGHT TOOLS 3 - Purch	\$93.95
00070344 BAILEYS ACE HDWE - Purchase	\$33.48
00070360 AIRGAS CENTRAL - Purchase	\$1,308.80
00070366 INT IN RECYKLING INDU - Purch	\$3,300.00
00070370 WYOMING MACHINERY CO - Purchas	\$826.25
00070383 MENARDS CASPER WY - Purchase	\$127.51
00070396 BAILEYS ACE HDWE - Purchase	\$5.99
00069816 BAILEYS ACE HDWE - Purchase	\$108.50
00069820 AIRGAS CENTRAL - Purchase	\$158.78
00069824 SAMS CLUB #6425 - Purchase	\$246.27
00069836 AIRGAS CENTRAL - Purchase	\$248.87
00069854 MENARDS CASPER WY - Purchase	\$242.11
00069878 BEARING BELTCHAIN00244 - Purch	\$28.95
00069927 BAILEYS ACE HDWE - Purchase	\$81.96
00069928 BAILEYS ACE HDWE - Purchase	\$27.95
00069950 BLACK HILLS UTILITY - Purchase	\$73.50
00069960 MENARDS CASPER WY - Purchase	\$94.90

# Bills & Claims

02/21/2018 to 03/06/2018

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00069967 SOURCE OFFICE	\$273.07
00069985 NORCO INC - Purchase	\$67.09
00069994 WAL-MART #1617 - Purchase	\$63.80
00070007 HOWARD SUPPLY COMPANY - Purcha	\$1,742.37
00070008 BAILEYS ACE HDWE - Purchase	\$9.78
00070074 SAFETY KLEEN SYSTEMS B - Purch	\$214.00
00070099 AGP PROPANE SERVICES - Purchas	\$64.42
00070101 AGP PROPANE SERVICES - Purchas	\$83.83
00070109 AGP PROPANE SERVICES - Purchas	\$88.72
00070113 AGP PROPANE SERVICES - Purchas	\$1,111.04
00070124 AGP PROPANE SERVICES - Purchas	\$107.59
00070127 AGP PROPANE SERVICES - Purchas	\$1,007.56
00070132 STAPLES 00114181 - Purch	\$101.98
00070137 BAILEYS ACE HDWE - Purchase	\$39.39
00070141 AGP PROPANE SERVICES - Purchas	\$67.02
00069627 BARGREEN WYOMING 25 - Purchase	\$95.90
00069797 MURDOCH'S RANCH & HOME - Purch	\$859.98
00069729 WOODWORKERS SUPPLY, I - Purcha	\$39.29
00069788 SHERWIN WILLIAMS 70343 - Purch	\$49.60
00069796 MENARDS CASPER WY - Purchase	\$2.79
00069813 0970 CED - Purchase	\$21.21
00069874 HUB FLOOR COVERING INC - Purch	\$2,521.44
00069913 MENARDS CASPER WY - Purchase	\$122.59
00069916 BLOEDORN LUMBER CASPER - Purch	\$409.07
00069937 SEARS ROEBUCK 2341 - Purchas	\$149.99
00069956 SEARS ROEBUCK 2341 - Credit	-\$174.93
00069971 BLOEDORN LUMBER CASPER - Credi	-\$564.16
00069981 THE HOME DEPOT #6001 - Purchas	\$29.80
00069506 SEARS ROEBUCK 2341 - Purchas	\$1,249.98
00069514 SEARS ROEBUCK 2341 - Purchas	\$194.92
00069529 MENARDS CASPER WY - Purchase	\$14.59
<b>Subtotal for Cost Center Balefill:</b>	<b>\$20,788.89</b>
00070024 BLOEDORN LUMBER CASPER - Purch	\$10.67
00070088 CASPER WINNELSON CO - Purchase	\$87.60
00070100 CASPER WINNELSON CO - Purchase	\$10.30
00070138 BLOEDORN LUMBER CASPER - Purch	\$32.99
00070169 CASPER WINNELSON CO - Purchase	\$450.06
00070185 INTERSTATE ALL BATTERY - Purch	\$39.98
00069740 0970 CED - Purchase	\$9.30
00069758 BARGREEN WYOMING 25 - Purchase	\$67.70
00069766 CASPER WINNELSON CO - Purchase	\$10.26
00069826 BAILEYS ACE HDWE - Purchase	\$9.29
00069840 BAILEYS ACE HDWE - Purchase	\$3.59
00069852 CRUM ELECTRIC SUPPLY C - Purch	\$4.81
00069884 CASPER WINNELSON CO - Purchase	\$22.20
00069889 LONG BLDG. TECHNOLOGIE - Purch	\$354.00



# Bills & Claims

City of Casper

02/21/2018 to 03/06/2018

00069889 LONG BLDG. TECHNOLOGIE - Purch	\$236.00
00069889 LONG BLDG. TECHNOLOGIE - Purch	\$236.00
00069915 BAILEYS ACE HDWE - Purchase	\$9.38
00069929 DAVIDSON MECHANICAL, I - Purch	\$55.64
00069968 WW GRAINGER - Purchase	\$31.24
00069309 SAMSCLUB #6425 - Purchase	\$109.82
00069472 SAMS CLUB #6425 - Purchase	\$39.96
00069539 SHERWIN WILLIAMS 70343 - Purch	\$23.96
00069557 CRESCENT ELECTRIC 103 - Purcha	\$6.76
00069574 SHEET METAL SPECIALTIE - Purch	\$120.10
00069617 BLOEDORN LUMBER CASPER - Purch	\$7.18
00069647 BAILEYS ACE HDWE - Purchase	\$11.38
00069664 CRESCENT ELECTRIC 103 - Purcha	\$5.04
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$2,005.21</b>
00069945 TRACTOR SUPPLY CO #199 - Purch	\$479.99
00070065 NORCO INC - Purchase	\$174.84
00069474 POWERBLANKET - Purchase	\$1,254.00
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$1,908.83</b>
00070119 THOMSON WEST TCD - Purchase	\$104.19
00070134 THOMSON WEST TCD - Purchase	\$133.74
00070146 THOMSON WEST TCD - Purchase	\$1,233.19
00070195 INT IN POWDER RIVER S - Purch	\$72.50
00069834 TOP OFFICE PRODUCTS IN - Purch	\$95.43
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$1,639.05</b>
00069505 THE AREPA BARN RESTAUR - Purch	\$38.59
00070031 LONG BLDG. TECHNOLOGIE	\$4,000.00
<b>Subtotal for Cost Center City Manager:</b>	<b>\$4,038.59</b>
00070220 ATLAS OFFICE PRODUCTS - Purcha	\$123.88
00069977 ATLAS OFFICE PRODUCTS - Purcha	\$33.22
00069417 VZWRLSS MY VZ VB P - Purchase	\$45.12
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$202.22</b>
00069608 DTV DIRECTV SERVICE - Purchase	\$78.20
00069624 AT&T 0512212711001 - Purcha	\$184.84
00069667 CHARTER COMM - Purchase	\$79.88
00069922 WAL-MART #1617 - Purchase	\$14.49
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$357.41</b>
00068884 SUBWAY 03116324 - Purch	\$11.21
<b>Subtotal for Cost Center Council:</b>	<b>\$11.21</b>
00070345 CPU IIT - Purchase	\$1,470.35
00070150 UW CASHIER OFFICE - Purchase	\$55.00

# Bills & Claims

City of Casper

02/21/2018 to 03/06/2018

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00070196 UW CASHIER OFFICE - Purchase	\$55.00
00070087 B & B RUBBER STAMP SHO - Purch	\$29.95
<b>Subtotal for Cost Center Engineering:</b>	<b>\$1,610.30</b>
00069502 CPU IIT - Purchase	\$25.99
00069777 ALL-OUT FIRE EXTINGUIS - Purch	\$135.00
00069857 ATLAS OFFICE PRODUCTS - Purcha	\$94.79
00070079 AUDIMATION SERVICES IN - Purch	\$2,400.00
00070239 CASPER STAR TRIBUNE - Purchase	\$126.16
00069417 VZWRLSS MY VZ VB P - Purchase	\$22.56
00070019 SQU SQ ATLANTIC ELECT - Purch	\$650.00
00069795 WATERWORKS IND 2697 - Purchase	\$117.29
00069831 ATLAS OFFICE PRODUCTS - Purcha	\$11.79
<b>Subtotal for Cost Center Finance:</b>	<b>\$3,583.58</b>
00070307 CASPER STAR TRIBUNE - Purchase	\$466.92
00069811 CASPER COLLEGE - Purchase	\$110.00
00069911 LN CURTIS - Purchase	\$82.00
00069934 COMMUNICATION TECHNOLO - Purch	\$1,236.47
00069984 ATLAS OFFICE PRODUCTS - Purcha	\$195.90
00069053 LN CURTIS - Purchase	\$992.00
00069210 SUTHERLANDS 2219 - Purchase	\$3.03
00069327 ACCO BRANDS DIRECT - Purchase	\$396.90
00069330 SAMSClub #6425 - Purchase	\$26.46
00069349 WESTERN MEDICAL ASSOCI - Purch	\$5,695.00
00069364 EXXONMOBIL 47626544 - Purch	\$36.86
00069400 VZWRLSS MY VZ VB P - Purchase	\$120.03
00069416 TASK FORCE TIPS INC - Purchase	\$51.72
00069418 WPSG, INC - Purchase	\$49.98
00069419 VZWRLSS MY VZ VB P - Purchase	\$1,903.53
00069438 AMAZON MKTPLACE PMTS - Purchas	\$129.00
00069442 MURDOCH'S RANCH & HOME - Purch	\$207.88
00069462 CENTRAL TRUCK AND DIES - Purch	\$568.66
00069498 AMBI MAIL AND MARKETIN - Purch	\$128.85
00069510 THE HOME DEPOT 6001 - Purchase	\$435.27
00069511 ARROW INTERNATIONAL - Purchase	\$308.14
00069532 ATLAS OFFICE PRODUCTS - Purcha	\$63.39
00069662 ATLAS OFFICE PRODUCTS - Purcha	\$63.42
00069696 COMTRONIX - Purchase	\$732.00
00066551 LN CURTIS - Purchase	\$639.00
00068972 AMAZON MKTPLACE PMTS W - Purch	\$68.99
<b>Subtotal for Cost Center Fire:</b>	<b>\$14,711.40</b>
00069863 LN CURTIS - Purchase	\$2,300.00
<b>Subtotal for Cost Center Fire Equipment:</b>	<b>\$2,300.00</b>
00069843 AMAZON MKTPLACE PMTS - Purchas	\$57.30

# Bills & Claims

02/21/2018 to 03/06/2018

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00069974 WYOMING MACHINERY CO - Purchas	\$3,565.93
00069988 BANNER FIRE EQUIPMENT - Purcha	\$703.55
00070011 HOWARD SUPPLY COMPANY - Credit	-\$93.78
00070041 DRIVE TRAIN CASPER - LAMP/AIR	\$79.46
00070053 JACKS TRUCK AND EQUIPM - Purch	\$24.71
00070061 DRIVE TRAIN CASPER - LAMP	\$4.54
00070077 DRIVE TRAIN CASPER - DRUM/SHOE	\$260.66
00070094 CMI-TECO - SPRING, BOLTS	\$1,662.62
00070125 MIDLAND IMPLEMENT CO - Purchas	\$1,131.01
00070139 MIDLAND IMPLEMENT CO - Purchas	\$126.27
00070108 DECKER AUTO GLASS - Purchase	\$287.76
00070118 CMI-TECO - BRAKE KIT AND DRUMS	\$660.16
00070153 NATRONA CNTY WY CLERK - Purcha	\$15.00
00070154 SIX ROBBLEES NO 19 - Purchase	\$58.23
00070155 GREINER FORD LINCOLN O - Purch	\$82.51
00070160 JACKS TRUCK AND EQUIPM - Purch	\$17.06
00070163 GOVTELLFEENATRONAMOTOR - Purch	\$1.50
00070165 CASPER TIRE 0000705 - Purchase	\$40.00
00070167 GREINER FORD LINCOLN O - Purch	\$40.94
00070179 DRIVE TRAIN CASPER - STOCK	\$25.68
00070183 CASPER TIRE 0000705 - Purchase	\$40.00
00070184 GOVTELLERNATRONAWYFEE - Purcha	\$1.50
00070186 INT IN NUTECH SPECIAL - Purch	\$80.00
00070186 INT IN NUTECH SPECIAL - Purch	\$479.50
00070186 INT IN NUTECH SPECIAL - Purch	\$1,367.50
00070187 GREINER FORD LINCOLN O - Purch	\$110.92
00070192 PURVIS INDUSTRIES 67 - Purchas	\$148.25
00070200 NATRONAMOTORVEHCLERENW - Purch	\$30.00
00070201 HOSE & RUBBER SUPPLY C - Purch	\$29.88
00070204 GREINER FORD LINCOLN O - Purch	\$19.54
00070206 PURVIS INDUSTRIES 67 - Purchas	\$20.98
00070214 CMI-TECO - SENSOR	\$173.92
00070216 ATLAS OFFICE PRODUCTS - Purcha	\$19.19
00070224 GREINER FORD LINCOLN O - Purch	\$801.34
00070225 HOSE & RUBBER SUPPLY C - Credi	-\$297.84
00070231 STOTZ EQUIP-CASPER- - MODULE	\$1,654.90
00070233 AmazonPrime Membership - Purch	\$10.99
00070234 HOSE & RUBBER SUPPLY C - Purch	\$297.84
00070250 COMMUNICATION TECHNOLO - Purch	\$65.00
00070255 JACKS TRUCK AND EQUIPM - Purch	\$107.36
00070256 STOTZ EQUIP-CASPER- - Purchase	\$103.69
00070258 WW GRAINGER - Purchase	\$9.60
00070259 CMI-TECO - Purchase	\$128.80
00070273 GREINER FORD LINCOLN O - Purch	\$105.55
00070282 WHITES MOUNTAIN - Purchase	\$89.04
00070286 BRAKE SUPPLY COMPANY I - Purch	\$83.02
00070306 BEARING BELTCHAIN00244 - Purch	\$2,141.62

# Bills & Claims

02/21/2018 to 03/06/2018

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00070314 DECKER AUTO GLASS - Purchase	\$250.41
00070316 ACE RADIATOR SERVICE - Purchas	\$2,054.35
00070326 AMERI-TECH EQUIPMENT C - Purch	\$188.04
00069995 LN CURTIS - Purchase	\$124.00
00070005 S&S CASPER- PARTS - Purchase	\$539.71
00070025 GOODYEAR COMMERCIAL TI - Purch	\$1,284.92
00070027 HONNEN EQUIPMENT 04 - Purchase	\$213.32
00070029 BRAKE SUPPLY COMPANY I - Purch	\$130.89
00070034 AMERI-TECH EQUIPMENT C - Purch	\$87.38
00070052 GOODYEAR COMMERCIAL TI - Purch	\$885.30
00070055 WHITES MOUNTAIN - Purchase	\$115.77
00070064 INDUSTRIAL SCREEN & MA - Purch	\$287.52
00070075 GREINER FORD LINCOLN O - Purch	\$26.26
00070091 JACKS TRUCK AND EQUIPM - Purch	\$450.19
00070093 WW GRAINGER - Purchase	\$222.30
00070098 NAPA	\$1,856.04
00070098 BEARING BELTCHAIN00244 - Purch	\$17.66
00070105 WW GRAINGER - Purchase	\$23.31
00070111 GOODYEAR COMMERCIAL TI - Purch	\$626.32
00069332 motosport.com - STOCK	\$67.80
00069845 KELLYS ALIGNMENT	\$88.00
00069845 KELLYS ALIGNMENT	\$128.00
00069845 KELLYS ALIGNMENT AND B - Purch	\$63.00
00069417 VZWRLSS MY VZ VB P - Purchase	\$22.56
00069699 AMERI-TECH EQUIPMENT C - Purch	\$681.20
00069787 INDUSTRIAL SCREEN & MA - Purch	\$1,545.00
00069789 WHITES MOUNTAIN - Purchase	\$237.89
00069793 C AND M AIR COOLED ENG - Purch	\$150.21
00069805 AMERI-TECH EQUIPMENT C - Purch	\$442.73
00069808 C AND M AIR COOLED ENG - Purch	\$1,020.33
00069830 JACKS TRUCK AND EQUIPM - Purch	\$84.22
00069832 SAFETY KLEEN SYSTEMS B - Purch	\$1,184.24
00069833 E&F TOWING & RECOVERY - Purcha	\$300.00
00069849 INT IN PETERSON EQUIP - Purch	\$674.34
00069853 NAPA	\$10.27
00069853 NAPA	\$1,440.27
00069853 BEARING BELTCHAIN00244 - Purch	\$1.98
00069853 NAPA	\$315.98
00069860 C AND M AIR COOLED ENG - Purch	\$278.37
00069868 CMI-TECO - Purchase	\$93.70
00069876 PARTZILLA.COM - Purchase	\$31.99
00069880 INT IN PETERSON EQUIP - Purch	\$247.44
00069883 INT IN PETERSON EQUIP - Purch	\$75.97
00069887 ALPINE MOTOR SPORTS - CAMSO WH	\$83.50
00069898 ALPINE MOTOR SPORTS - Purchase	\$576.00
00069900 motosport.com - Credit	-\$2.99
00069901 HONNEN EQUIPMENT 04 - Purchase	\$980.91

# Bills & Claims

City of Casper

02/21/2018 to 03/06/2018

00069910 CMI-TECO - Purchase	\$85.16
00069919 C AND M AIR COOLED ENG - Purch	\$305.34
00069920 HOSE & RUBBER SUPPLY C - Purch	\$14.91
00069924 PURVIS INDUSTRIES 67 - Credit	-\$77.15
00069930 PRECISION KNIFE & TOOL - Purch	\$158.36
00069939 COMMUNICATION TECHNOLO - Purch	\$508.80
00069940 motosport.com - Credit	-\$273.31
00069943 STOTZ EQUIP-CASPER- - Credit	-\$81.26
00069954 CMI-TECO - Purchase	\$6.11
00069986 GREINER FORD LINCOLN O - Credi	-\$400.00
00069990 HOSE & RUBBER SUPPLY C - Purch	\$201.55
00069445 SUPERIOR INDUSTRIAL SU - Purch	\$18,316.00
00069483 SUPERIOR INDUSTRIAL SU - Purch	\$4,230.94
00069492 INDECO - Purchase	\$237.33
00069554 INT IN PETERSON EQUIP - HOSE	\$203.13
00069568 INT IN PETERSON EQUIP - TEE S	\$159.80
00069637 HOWARD SUPPLY COMPANY - WIRE R	\$15.63
00069672 motosport.com - Credit	-\$152.96
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$60,238.18</b>
00070028 WAL-MART #3778 - Purchase	\$13.11
00070266 MENARDS CASPER WY - Purchase	\$33.78
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$46.89</b>
00070106 PAYPAL 307PUBLISH - Purchase	\$12.00
00070281 BAKER-TAYLOR - Purchase	\$251.51
00069774 PAYPAL ANTLERWORKS - Purchase	\$180.38
<b>Subtotal for Cost Center General - Fort Caspar:</b>	<b>\$443.89</b>
00069526 GCSAA EIFG - Purchase	\$195.00
00069858 BEARING BELTCHAIN00244 - Purch	\$50.44
00070035 UW CES RESOURCES CENTE - Purch	\$87.00
00069949 CASPER FIRE EXTINGUISH - Purch	\$992.50
00069365 VCN WYDOT CASPER CTR - Purchas	\$42.50
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$1,367.44</b>
00069424 WYOMING HEALTH FAIRS - Purchas	\$11,640.00
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$11,640.00</b>
00070102 ADVANCED HYDRAULIC & M - Purch	\$22.56
00070152 INTUIT IN PEDENS INC - Purch	\$24.00
00070162 SQ SQ 307 METAL WORK - Purch	\$930.00
00070182 SQ SQ 307 METAL WORK - Purch	\$1,330.00
00070198 WYOMING SIGNS - Purchase	\$989.66
00070323 TOWNSQ MEDIA CASPER - Purchase	\$495.00
00070325 STAPLES 00114181 - Purch	\$42.97
00069392 STAPLES 00114181 - Purch	\$305.94

# Bills & Claims

02/21/2018 to 03/06/2018

00069800 CPU IIT - Purchase	\$161.00
00069823 HAIDS PLUMBING AND HEA - Purch	\$659.00
00069841 CRUM ELECTRIC SUPPLY C - Purch	\$113.85
00069855 WW GRAINGER - Purchase	\$31.77
00069869 KCWY TV - Purchase	\$1,560.00
00069885 SNOW MACHINES INC - Purchase	\$939.96
00069902 AMBI MAIL AND MARKETIN - Purch	\$52.20
00069912 CONTACT WIRELESS - Purchase	\$65.54
00069853 NAPA	\$157.99
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$7,881.44</b>
00070157 WM SUPERCENTER #1617 - Purchas	\$74.15
00070170 DOUGH ENTERPRISES LLC - Purcha	\$33.00
00070181 USPS PO 5715580945 - Purchase	\$6.70
00070271 STARBUCKS STORE 09619 - Purcha	\$33.90
00070021 USPS PO 5715580945 - Purchase	\$8.41
00070040 DONELLS CANDIES INC - Purchase	\$47.25
00070047 WYOMING SHIRT AND GIFT - Purch	\$85.41
00070079 AUDIMATION SERVICES IN - Purch	\$1,000.00
00069944 USPS PO 5715580945 - Purchase	\$6.70
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$1,295.52</b>
00070123 SAMSCLUB.COM - Purchase	\$205.48
00070219 SAMS CLUB #6425 - Purchase	\$117.90
00070222 SAMSCLUB.COM - Purchase	\$399.62
00069801 WEAR PARTS INC - Purchase	\$34.00
00069861 SAMSCLUB #6425 - Purchase	\$73.80
00069875 SAMSCLUB #6425 - Purchase	\$54.69
00069906 SAMS CLUB #6425 - Purchase	\$77.40
00069999 SQUARE SQ PAPA JOHNS - Purch	\$356.50
00069746 GC BUILDING SUPPLY INC - Purch	\$794.53
00069775 AGP PROPANE SERVICES - Purchas	\$61.73
00069783 GREENS SEWER AND DRAIN - Purch	\$103.00
00069607 AMAZON.COM AMZN.COM/BI - Purch	\$32.51
00069703 VISTAR ROCKY MOUNTAIN - Purcha	\$162.02
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$2,473.18</b>
00070048 CPU IIT - Purchase	\$17.99
00070116 PAYPAL SARATOGACOC - Purchase	\$250.00
00069732 AIRBNB HMXCTX84HX - Purchase	\$418.82
00069784 HERTZ RENT-A-CAR - Purchase	\$195.21
00069959 UNITED 01623850043395 - Pur	\$566.50
00070032 WAV WYOMING GEOSPATIA - Purcha	\$20.00
00068908 CPU IIT - Purchase	\$1,255.00
<b>Subtotal for Cost Center Information Services:</b>	<b>\$2,723.52</b>
00069641 VZWRLSS APOCC VISB - Purchase	\$621.44

# Bills & Claims

02/21/2018 to 03/06/2018

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00069747 WM SUPERCENTER #1617 - Purchas	\$9.18
00069779 SPORTSMANS WAREHOUSE 1 - Purch	\$69.92
00069802 WM SUPERCENTER #3778 - Purchas	\$45.14
00069923 WESTSIDE ANIMAL HOSPIT - Purch	\$6,000.00
00069214 STAPLES 00114181 - Purch	\$199.99
00069479 RESPOND FIRST AID OF W - Purch	\$136.96
00069487 MOUNTAIN STATES LITHOG - Purch	\$786.25
00069535 UW CASHIER OFFICE - Purchase	\$18.38
00069565 COCA COLA BOTTLING CO - Purcha	\$88.50
00069571 KELLY PRODUCTS - Purchase	\$948.95
00069596 DATAMARS INC. - Purchase	\$4,343.67
00069688 J.P. COOKE - Purchase	\$501.00
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$13,769.38</b>
00070248 ATLAS OFFICE PRODUCTS - Purcha	\$91.76
00069918 INT IN POWDER RIVER S - Purch	\$21.00
00069942 TOP OFFICE PRODUCTS IN - Purch	\$38.00
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$150.76</b>
00070006 CPS DISTRIBUTORS INC C - Purch	\$57.74
00070045 CPS DISTRIBUTORS INC C - Purch	\$46.09
00070051 CPS DISTRIBUTORS INC C - Purch	\$120.89
00070058 CPS DISTRIBUTORS INC C - Purch	\$76.92
00070066 HYDROPOINT DATA SYS - Purchase	\$3,412.97
00070135 CPS DISTRIBUTORS INC C - Purch	\$40.46
00070136 TRACTOR SUPPLY CO #199 - Purch	\$2.99
00070156 WEAR PARTS INC - Purchase	\$456.72
00070174 STOTZ EQUIP-CASPER- - Purchase	\$64.26
00070190 STAPLES 00114181 - Purch	\$15.78
00070215 MENARDS CASPER WY - Purchase	\$734.40
00070262 THE HOME DEPOT #6001 - Purchas	\$39.86
00069786 WEAR PARTS INC - Purchase	\$41.63
00069790 BLOEDORN LUMBER CASPER - Purch	\$195.00
00069804 THE HOME DEPOT #6001 - Purchas	\$29.49
00069838 MENARDS CASPER WY - Purchase	\$827.46
00069850 CASPER CONTRACTORS SUP - Purch	\$31.32
00069856 MENARDS CASPER WY - Purchase	\$1,379.10
00069865 BAILEYS ACE HDWE - Purchase	\$24.00
00069881 BLOEDORN LUMBER CASPER - Purch	\$21.38
00069417 VZWRLSS MY VZ VB P - Purchase	\$146.46
00069989 VZWRLSS IVR VB - Purchase	\$40.01
00070016 BLOEDORN LUMBER CASPER - Purch	\$84.44
00070038 CASPER CONTRACTORS SUP - Purch	\$24.56
00070044 MENARDS CASPER WY - Credit	-\$166.50
00070056 MENARDS CASPER WY - Credit	-\$277.50
00068955 BAILEYS ACE HDWE - Purchase	\$58.50
00069060 INTL SOC ARBORICULTURE - Purch	\$130.00

# Bills & Claims

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00069075 INTL SOC ARBORICULTURE - Purch	\$130.00
00069088 INTL SOC ARBORICULTURE - Purch	\$267.00
00069399 CRESCENT ELECTRIC 103 - Purcha	\$27.55
00069443 BAILEYS ACE HDWE - Purchase	\$9.98
00069452 BAILEYS ACE HDWE - Purchase	\$6.00
00069458 BAILEYS ACE HDWE - Purchase	\$4.78
00069482 CASPER CONTRACTORS SUP - Purch	\$27.92
<b>Subtotal for Cost Center Parks:</b>	<b>\$8,131.66</b>
00069299 JOHNNY APPLESEED, INC. - Purch	\$2,670.00
<b>Subtotal for Cost Center Perpetual Care:</b>	<b>\$2,670.00</b>
00070117 CASPER STAR TRIBUNE - Purchase	\$110.40
00070133 CASPER STAR TRIBUNE - Purchase	\$42.72
00070202 ALBERTSONS #0060 - Purchase	\$33.95
00070269 CASPER STAR TRIBUNE - Purchase	\$56.12
00069948 RICOH USA, INC - Purchase	\$206.75
<b>Subtotal for Cost Center Planning:</b>	<b>\$449.94</b>
00065793 DUNKIN #346246 Q35 - Purch	\$7.00
00066103 THE HOME DEPOT #6001 - Purchas	\$259.25
00070054 BLOEDORN LUMBER CASPER - Purch	\$20.63
00070062 BLOEDORN LUMBER CASPER - Purch	\$35.99
00070104 DIAMOND VOGEL PAINT #7 - Purch	\$19.62
00070112 HERCULES INDUSTRIES CA - Purch	\$118.59
00070126 HERCULES INDUSTRIES CA - Purch	\$33.79
00070175 BLOEDORN LUMBER CASPER - Purch	\$15.27
00070218 HERCULES INDUSTRIES - Purchase	\$200.41
00068078 NOLAND FEED INC. - Purchase	\$112.80
00068159 WAL-MART #1617 - Purchase	\$10.36
00068474 PILOT 00007591 - Purch	\$30.79
00068683 BEST BUY 00015271 - Purch	\$230.46
00069371 BUDGET RENT ACAR TOLLS - Purch	\$23.75
00069377 EXXONMOBIL 47736855 - Purch	\$18.06
00069401 CPU IIT - Purchase	\$380.00
00069457 STAPLES 00114181 - Purch	\$39.99
00069544 NOLAND FEED INC. - Purchase	\$150.40
00069552 SAMSCLUB #6425 - Purchase	\$31.44
00069590 B & B RUBBER STAMP SHO - Purch	\$25.95
00069593 WESTERN WYOMING LOCK & - Purch	\$117.88
00069601 FEDEX 97142397 - Purchase	\$22.81
00069604 WESTERN WYOMING LOCK & - Credi	-\$89.09
00069621 GALLS - Purchase	\$1,990.23
00069636 WESTERN WYOMING LOCK & - Purch	\$76.48
00069638 ENTENMANN-ROVIN COMPAN - Purch	\$1,098.90
00069642 COCA COLA BOTTLING CO - Purcha	\$119.70
00069643 ACCESSDATA GROUP INC - Purchas	\$1,152.57



# Bills & Claims

02/21/2018 to 03/06/2018

00069651 TLO TRANSUNION - Purchase	\$112.60
00069654 FEDEX 97139410 - Purchase	\$42.41
00069657 MOUNTAIN STATES LITHOG - Purch	\$1,978.85
00069658 THE HOME DEPOT 6001 - Purchase	\$339.49
00069660 WORDPRESS V5LJD970HY - Purchas	\$203.00
00069674 COMTRONIX - Purchase	\$119.85
00069675 WESTERN WYOMING LOCK & - Purch	\$89.00
00069700 SOURCE OFFICE AND TECH - Purch	\$1,383.87
00069704 RESPOND FIRST AID OF W - Purch	\$62.94
00069707 VISTAPR VistaPrint.com - Purch	\$286.10
00069709 PROGRESSIVE BUSINESS P - Purch	\$159.00
00069710 VOIANCE LLC - Purchase	\$71.58
00069726 SQ SQ TRISTIE A. ROS - Purch	\$1,500.00
00069773 FBI LEEDA INC - Purchase	\$650.00
00069785 MERBACK AWARDS COMPANY - Purch	\$19.30
00069798 BEST BUY 00015271 - Credi	-\$3.47
00069807 B & B RUBBER STAMP SHO - Purch	\$54.95
00069818 BEST BUY 00015271 - Credi	-\$7.55
00069914 CASPER ANIMAL MEDICAL - Purcha	\$90.47
00069992 SAFEWAY FUEL #4615 - Purchase	\$34.45
00069993 IACP - Purchase	\$75.00
00067939 COBBLESTONE INN EATON - Purcha	\$186.36
00068030 COBBLESTONE INN EATON - Purcha	\$93.18
00069870 HERCULES INDUSTRIES CA - Purch	\$190.72
00069925 MENARDS CASPER WY - Purchase	\$209.00
<b>Subtotal for Cost Center Police:</b>	<b>\$14,195.13</b>
00068635 MCDONALD'S F35201 - Purchase	\$9.22
00068709 PITA JUNGLE-DOWNTOWN - Purchase	\$14.61
00068763 HYATT REG PHOENIX F&B - Purcha	\$21.12
00068786 ZEN THAI CAFE - Purchase	\$36.24
00068804 PITA JUNGLE-DOWNTOWN - Purchase	\$10.35
00068810 QDOBA - 25 - Purchase	\$11.51
00068844 HYATT REG PHOENIX F&B - Purcha	\$10.69
00068861 WENDYS 9038 - Purchase	\$8.77
00068871 HYATT REGENCY PHOENIX - Purcha	\$593.04
00069684 SOURCE OFFICE AND TECH - Purch	\$32.39
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$747.94</b>
00070031 LONG BLDG. TECHNOLOGIE - Purch	\$6,245.00
00068371 AUDIOCOMPLIANCE.COM - Purchase	\$129.00
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$6,374.00</b>
00070072 WAL-MART #1617 - Purchase	\$5.30
00070247 SAMSCLUB #6425 - Purchase	\$51.44
00070247 SAMSCLUB #6425 - Purchase	\$59.78
00070193 WW.GRAINGER - Purchase	\$86.63

# Bills & Claims

02/21/2018 to 03/06/2018

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00070193 WW.GRAINGER - Purchase	\$288.09
00070193 WW GRAINGER - Purchase	\$255.84
<b>Subtotal for Cost Center Recreation:</b>	<b>\$747.08</b>
00070166 CASPER TIRE 0000705 - Purchase	\$25.00
00070189 CASPER TIRE 0000705 - Purchase	\$175.00
00070238 BEARING BELTCHAIN00244 - Purch	\$80.85
00070240 CMI-TECO - Purchase	\$18.62
00070358 CONOCO - HOMAX OIL SAL - Purch	\$155.49
00069819 CASPER TIRE 0000705 - Purchase	\$32.50
00069827 AIRGAS CENTRAL - Purchase	\$29.50
00069917 CASPER TIRE 0000705 - Purchase	\$83.00
00070002 OREILLY AUTO #2746 - Purchase	\$16.08
00070013 SQ SQ VENTURE TECHNO - Purch	\$499.70
00070060 THE HOME DEPOT #6001 - Purchas	\$56.94
00070068 BEARING BELTCHAIN00244 - Purch	\$24.08
00070084 WEAR PARTS INC - Purchase	\$2.56
00070095 WYOMING STEEL AND RECY - Purch	\$5,425.80
00070107 CMI-TECO - Purchase	\$175.95
00070121 CMI-TECO - Purchase	\$406.13
00070130 BLOEDORN LUMBER CASPER - Purch	\$79.45
00070142 CMI-TECO - Purchase	\$661.62
00069521 FACEBK 6BLQRE6KH2 - Purchase	\$5.59
00069534 FACEBK 2BLQRE6KH2 - Purchase	\$49.24
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$8,003.10</b>
00069890 PAYPAL AMERICANSOC - Purchase	\$80.00
00069973 SAFEWAY FUEL #2466 - Purchase	\$18.54
00069996 HOLIDAY INN LARAMIE - Purchase	\$186.00
00070092 MENARDS CASPER WY - Purchase	\$59.96
00070210 AIRGAS CENTRAL - Purchase	\$50.95
00070292 WW GRAINGER - Purchase	\$33.62
00070305 WW GRAINGER - Purchase	\$33.62
00070319 WW GRAINGER - Purchase	\$33.62
00069417 VZWRLSS MY VZ VB P - Purchase	\$22.56
00069964 CASPER STAR TRIBUNE - Purchase	\$39.92
<b>Subtotal for Cost Center Sewer:</b>	<b>\$558.79</b>
00070207 ADVANCED TRAFFIC PRODU - Purch	\$558.33
00070244 VCN WYDOT CASPER CTR - Purchas	\$48.50
00070289 MURDOCH'S RANCH & HOME - Purch	\$181.95
00070071 CASPER STAR TRIBUNE - Purchase	\$492.20
00069605 ALL-OUT FIRE EXTINGUIS - Purch	\$20.00
00069417 VZWRLSS MY VZ VB P - Purchase	\$22.56
00069966 TOP OFFICE PRODUCTS IN - Purch	\$110.19
<b>Subtotal for Cost Center Streets:</b>	<b>\$1,433.73</b>

# Bills & Claims

02/21/2018 to 03/06/2018

00069284 ANIXTER INC - UPS - Purchase	\$351.16
00069821 BAILEYS ACE HDWE - Purchase	\$17.97
00069839 KNIFE RIVER 5701 - Purchase	\$229.25
00069873 COMPRESSION LEASING SE-Purchas	\$631.12
00069873 COMPRESSION LEASING SE - Purch	\$170.16
00069958 COMPRESSION LEASING SE - Purch	\$53.72
00069978 WEAR PARTS INC - Purchase	\$108.41
00069997 RESPOND FIRST AID OF W - Purch	\$197.68
00069998 BLOEDORN LUMBER CASPER - Purch	\$39.68
00070001 ANIXTER INC - UPS - Credit	-\$16.72
00070004 BLOEDORN LUMBER CASPER - Credi	-\$6.29
00070026 BLOEDORN LUMBER CASPER - Purch	\$6.29
00070063 BEARING BELTCHAIN00244 - Purch	\$54.30
00070069 PURVIS INDUSTRIES 67 - Purchas	\$99.17
00070096 FERGUSON ENT #3069 - Purchase	\$93.25
00070147 CASPER WINNELSON CO - Purchase	\$143.08
00070159 WW GRAINGER - Purchase	\$110.52
00070213 PURVIS INDUSTRIES 67 - Credit	-\$12.84
00070217 WW GRAINGER - Purchase	\$341.12
00070230 BAILEYS ACE HDWE - Purchase	\$3.00
00070302 NORTHROP BOILER WORKS - Purcha	\$304.80
00070315 NORTHROP BOILER WORKS - Purcha	\$90.98
00069964 CASPER STAR TRIBUNE - Purchase	\$39.93
00069417 VZWRLSS MY VZ VB P - Purchase	\$45.12
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$3,094.86</b>
00070275 BEST BUY 00015271 - Purch	\$459.99
00070076 ENERGY LABORATORIES, I - Purch	\$54.00
00070144 CPU IIT - Purchase	\$59.90
00070149 WYOMING ASSOCIATION OF - Purch	\$1,155.00
00070171 ENERGY LABORATORIES, I - Purch	\$374.00
00070235 UNION WIRELESS - Purchase	\$128.94
00070241 BEARING BELTCHAIN00244 - Purch	\$4.49
00070245 HACH COMPANY - Purchase	\$288.89
00070290 CASPER STAR TRIBUNE - Purchase	\$236.62
00070290 CASPER STAR TRIBUNE - Purchase	\$236.62
00069725 CPU IIT - Purchase	\$1,187.40
00069799 DANA KEPNER CO. - Purchase	\$954.20
00069810 UNITED STATES WELDING - Purcha	\$19.57
00069842 INBERG-MILLER ENGINEER - Purch	\$805.50
00069891 ENERGY LABORATORIES, I - Purch	\$81.00
00069897 REXEL 3212 - Purchase	\$242.88
00069903 ENERGY LABORATORIES, I - Purch	\$374.00
00069905 TOP OFFICE PRODUCTS IN - Purch	\$86.12
00069926 SUTHERLANDS 2219 - Purchase	\$17.38
00069965 HOWARD SUPPLY COMPANY - Purcha	\$218.25
00070080 USPS PO 5715580945 - Purchase	\$7.83

# Bills & Claims

02/21/2018 to 03/06/2018

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00070114 CPU IIT - Purchase	\$973.35
00069417 VZWRLSS MY VZ VB P - Purchase	\$71.39
00069792 HYDRAFLO INC - Purchase	\$464.52
00070018 SQ SQ FINISH LINE SY - Purch	\$5,193.09
00070039 SQ SQ FINISH LINE SY - Purch	\$3,781.91
00070050 MSPS - Purchase	\$6,164.85
<b>Subtotal for Cost Center Water:</b>	<b>\$23,641.69</b>

00070161 ENERGY LABORATORIES - Purchase	\$231.00
00070176 ENERGY LABORATORIES - Purchase	\$37.00
00070177 CRUM ELECTRIC SUPPLY C - Purch	\$240.13
00070249 ATLAS OFFICE PRODUCTS - Purcha	\$267.20
00070308 CRUM ELECTRIC SUPPLY C - Purch	\$259.60
00069815 WW GRAINGER - Purchase	\$94.60
00069866 ENERGY LABORATORIES - Purchase	\$22.00
00069872 POWER SERVICE INC - Purchase	\$9,271.92
00069987 MENARDS CASPER WY - Purchase	\$19.95
00070014 FERGUSON ENT #3069 - Purchase	\$270.08
00070022 DANA KEPNER CO. - Purchase	\$720.00
00070042 UPS 0000008F045W068 - Purchase	\$160.61
00070043 WEAR PARTS INC - Purchase	\$127.18
00069417 VZWRLSS MY VZ VB P - Purchase	\$22.56
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$11,743.83</b>

00068977 AGTERRA TECHNOLOGIES I - Purch	\$70.00
00069812 CMI-TECO - Purchase	\$76.50
00069092 BAILEYS ACE HDWE - Purchase	\$3.59
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$150.09</b>

**Vendor Subtotal:** \$239,495.87

## PEPSI COLA OF CASPER

2199035713 PRODUCT	\$32.00
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$32.00</b>

**Vendor Subtotal:** \$32.00

## POSTAL PROS SOUTHWEST INC

4596 UTILITY BILLING FEES	\$2,738.10
4595 UTILITY BILLING FEES	\$2,635.96
<b>Subtotal for Cost Center Finance:</b>	<b>\$5,374.06</b>

**Vendor Subtotal:** \$5,374.06

## PRINTWORKS

11514 INSPECTION TAGS / INDEX CARDS	\$247.35
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$247.35</b>

# Bills & Claims

02/21/2018 to 03/06/2018

**Vendor Subtotal:** \$247.35

**PROFORCE LAW  
ENFORCEMENT**

335138 TASER CARTRIDGES \$3,859.95  
**Subtotal for Cost Center Police:** **\$3,859.95**

**Vendor Subtotal:** \$3,859.95

**PUBLIC SAFETY  
COMMUNICATIONS CENTER**

734/160566 PSCC MONTHLY USER FEE \$2,622.29  
**Subtotal for Cost Center Metro Animal:** **\$2,622.29**

1276/160567 PSCC MONTHLY USER FEE \$572.73  
**Subtotal for Cost Center Water:** **\$572.73**

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

**RAFTELIS FINANCIAL  
CONSULTANTS INC**

CAWY1702-12 SYSTEM INVESTMENT CHARGE/COST \$889.07  
**Subtotal for Cost Center Sewer:** **\$889.07**

CAWY1702-12 SYSTEM INVESTMENT CHARGE/COST \$889.07  
**Subtotal for Cost Center Waste Water:** **\$889.07**

CAWY1702-12 SYSTEM INVESTMENT CHARGE/COST \$1,354.01  
**Subtotal for Cost Center Water:** **\$1,354.01**

**Vendor Subtotal:** \$3,132.15

**ROCKY MOUNTAIN POWER**

AP00016802211809 ELECTRICITY \$168.47  
**Subtotal for Cost Center Buildings & Structures:** **\$168.47**

AP00023602211809 ELECTRICITY \$59.02  
**Subtotal for Cost Center Parks:** **\$59.02**

54730761-143 4 ELECTRICITY \$8.63  
**Subtotal for Cost Center Streets:** **\$8.63**

AP000242022018 ELECTRICITY \$246.60  
**Subtotal for Cost Center Waste Water:** **\$246.60**

RIN0028432 NEW BOOSTER ELECTRIC BILL \$731.44  
**Subtotal for Cost Center Water:** **\$731.44**

RIN0028436 ENERGY - ELECTRICITY \$41,954.72

# Bills & Claims

02/21/2018 to 03/06/2018

RIN0028436 ENERGY - ELECTRICITY \$8,915.60  
**Subtotal for Cost Center Water Treatment Plant:** \$50,870.32

**Vendor Subtotal:** \$52,084.48

## ROD BARSTAD'S PAINT & AUTO BODY

6243 INSURANCE CLAIM #1120 CA \$1,496.97  
**Subtotal for Cost Center Fleet Maintenance:** \$1,496.97

**Vendor Subtotal:** \$1,496.97

## RUMMEL, BRITTNEY

0030409258 UTILITY REFUND \$46.37  
**Subtotal for Cost Center Water:** \$46.37

**Vendor Subtotal:** \$46.37

## SALTUS TECHNOLOGIES, LLC

1802-23 BROTHER RUGGED JET REPAIR \$432.00  
**Subtotal for Cost Center Police:** \$432.00

**Vendor Subtotal:** \$432.00

## SAM PARSON'S UPHOLSTERY

67349 REUPHOLSTER SEAT CUSHION \$168.93  
**Subtotal for Cost Center Fleet Maintenance:** \$168.93

**Vendor Subtotal:** \$168.93

## SOLID WASTE PROFESSIONALS OF WY LLC

497 CASPER BALEFILL CLOSURE - \$5,031.47  
**Subtotal for Cost Center Balefill:** \$5,031.47

**Vendor Subtotal:** \$5,031.47

## STEALTH PARTNER GROUP

RIN0028443 MEDICAL STOP LOSS \$55,774.12  
**Subtotal for Cost Center Health Insurance:** \$55,774.12

**Vendor Subtotal:** \$55,774.12

## SUPERIOR TRAMWAY CO, INC

7658 PROSPECTOR CHAIR REPAIR PARTS \$205.77  
**Subtotal for Cost Center Hogadon:** \$205.77

**Vendor Subtotal:** \$205.77

# Bills & Claims

City of Casper

02/21/2018 to 03/06/2018

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<b>TIM DACH</b>	RIN0028446 CLOTHING ALLOWANCE	\$91.97
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$91.97</b>
	<b>Vendor Subtotal:</b>	<b>\$91.97</b>
<b>TRIHYRO CORP.</b>	0127649 USEPA BROWNFIELDS - HAZARDOUS	\$8,665.10
	0127650 USEPA BROWNFIELDS - PETROLEUM	\$2,018.60
	<b>Subtotal for Cost Center Planning:</b>	<b>\$10,683.70</b>
	<b>Vendor Subtotal:</b>	<b>\$10,683.70</b>
<b>UNITED WAY OF NATRONA COUNTY</b>	RIN0028426 UNITED WAY KICKOFF EVENT	\$3,500.00
	<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$3,500.00</b>
	<b>Vendor Subtotal:</b>	<b>\$3,500.00</b>
<b>WASTE WATER TREATMENT</b>	1337/160573 MONTHLY SUMP CLEANING	\$600.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$600.00</b>
	1276/160693 201 SEWER	\$317,715.54
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$317,715.54</b>
	<b>Vendor Subtotal:</b>	<b>\$318,315.54</b>
<b>WESTERN WATER CONSULTANTS, INC.</b>	16058023 K STREET IMPROVEMENTS - PHASE	\$77.72
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$77.72</b>
	16058023 K STREET IMPROVEMENTS - PHASE	\$725.33
	16058023 K STREET IMPROVEMENTS - PHASE	\$863.50
	130130055 MIDWEST AVE RECONSTRUCTION PRO	\$2,615.30
	<b>Subtotal for Cost Center Streets:</b>	<b>\$4,204.13</b>
	16058023 K STREET IMPROVEMENTS - PHASE	\$60.45
	<b>Subtotal for Cost Center Water:</b>	<b>\$60.45</b>
<b>Vendor Subtotal:</b>	<b>\$4,342.30</b>	
<b>WILLIAM NEELAND</b>	RIN0028428 TRAINING	\$100.00
	RIN0028437 LEVEL II OPERATOR TEST	\$100.00
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$200.00</b>

# Bills & Claims

City of Casper

02/21/2018 to 03/06/2018

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**Vendor Subtotal:** **\$200.00**

**WILLIAMS, PORTER, DAY &  
NEVILLE, P.C.**

82989 LEGAL \$76.00

**Subtotal for Cost Center Property & Liability Insurance:** **\$76.00**

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**Vendor Subtotal:** **\$76.00**

**WLC ENGINEERING -  
SURVEYING - PLANNING**

2018-10148 ROTARY PARK PATHWAY - PHASE II \$382.20

**Subtotal for Cost Center City Manager:** **\$382.20**

2018-10148 ROTARY PARK PATHWAY - PHASE II \$95.55

**Subtotal for Cost Center One Cent #15:** **\$95.55**

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**Vendor Subtotal:** **\$477.75**

**WY. ASSOC. OF  
MUNICIPALITIES**

15730 WAM WINTER CONF REG \$225.00

**Subtotal for Cost Center City Manager:** **\$225.00**

15730 WAM WINTER CONF REG. X3 \$675.00

**Subtotal for Cost Center Council:** **\$675.00**

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**Vendor Subtotal:** **\$900.00**

**WY. DEPT. OF  
TRANSPORTATION**

0000096137 BRYAN STOCK TRAIL \$7.02

**Subtotal for Cost Center Streets:** **\$7.02**

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**Vendor Subtotal:** **\$7.02**

**WY. LAW ENFORCEMENT  
ACADEMY**

S-10442 COMMUNICATIONS PERSONNEL BASIC \$550.00

**Subtotal for Cost Center Communications Center:** **\$550.00**

S-10461 INSTRUCTOR DEVELOPMENT \$570.00

**Subtotal for Cost Center Police:** **\$570.00**

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**Vendor Subtotal:** **\$1,120.00**

**WY. STATE FIREMEN'S  
ASSOC.**

RIN0028429 Annual Association Dues \$75.00

**Subtotal for Cost Center Fire:** **\$75.00**

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



# Bills & Claims

City of Casper

02/21/2018 to 03/06/2018

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**Grand Total**

**\$1,396,740.10**

Approved By

On

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 03/06/18

**Payroll Disbursements**

2/22/18	CITY/FIRE PAYROLL	\$ 1,159,202.41
2/22/18	BENEFITS & DEDUCTIONS	\$ 186,360.76
2/23/18	EXCEPTION PAYROLL	\$ 868.40
2/23/18	BENEFITS & DEDUCTIONS	\$ 141.55

	<b>Total Payroll</b>	<b><u>\$ 1,346,573.12</u></b>
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**Additional Fees**

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

2/15/18	Prewrits - Utility Refunds - Recording Fees - Travel Reimbursements	
	Michelle Bissonette	\$ 49.40
	Shaina Chirman	\$ 11.81
	Grizzly Excavating	\$ 51.68
	Jesse Morgan	\$ 653.50
	Natrona County Clerk	\$ 192.00
	SCS Field Service	\$ 25.00
	Stoner Lawn Service	\$ 12.29

	<b>Total Additional AP</b>	<b><u>\$ 995.68</u></b>
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February 5, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist  
SUBJECT: Establish March 20, 2018 as the Public Hearing Date for a New Restaurant  
Liquor License No. 38 for Wonderful House Casper, Inc., d/b/a Wonderful  
House, Located at 221 South Montana.

Meeting Type & Date  
Regular Council Meeting  
March 6, 2018

Action type  
Establish Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, establish March 20, 2018 as the Public Hearing date for a new restaurant liquor license No. 38 for Wonderful House Casper, Inc., d/b/a Wonderful House, located at 221 South Montana.

Summary  
An application has been received requesting a new restaurant liquor license No. 38 for Wonderful House Casper, Inc., d/b/a Wonderful House, located at 221 South Montana. In March of 2017, the ownership and name of Wonderful House changed and the current liquor license became invalid. The new owners were not able to secure the required information for a liquor license until recently. If approved, this license will be effective on April 1, 2018.

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

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

Financial Considerations  
No Financial Considerations

Oversight/Project Responsibility  
Carla Mills-Laatsch, Licensing Specialist

Attachments  
None

February 15, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director - *LB*  
Craig Collins, AICP, City Planner  
SUBJECT: Public Hearing to Review a Municipal Code Text Amendment Relating to Fencing/Buffering

Meeting Type & Date: Regular Council meeting March 6, 2018.

Action Type: Ordinance with a Public Hearing.

Recommendation: That Council, by ordinance, approve the proposed Municipal Code text amendment related to fencing/buffering.

Summary: Several months ago, the Planning and Zoning Commission and the City Council were presented with a zone change request in North Casper, the purpose of which was to change the property from residential zoning to commercial zoning to allow the property owner to keep a six (6) foot fence she had constructed in violation of the City's front yard fencing height restrictions. The property owner's purpose in constructing the fence was to buffer her multi-family residential property from the commercial property directly adjacent to it. The zone change was ultimately approved by the City Council, which allowed the property owner to keep the fence; however, the City Council directed staff to amend the Municipal Code to allow residential properties that border commercial properties to be able to construct a buffering fence along the entire common lot line between the two properties. An ordinance was drafted, which staff believes is a relatively simple amendment that will improve compatibility between dissimilar uses, what the proposed changes do not do is allow for the possibility for every residential property in the City to construct a buffering tall fence in the front yard. If tall opaque fences were generally allowed in all residential front yards, those fences would present sight distance obstructions for vehicles trying to exit driveways and alleys, and would also obstruct motorists' views of pedestrians and children directly adjacent to the roadway. The current limitation in the Municipal Code restricts all front yard fences to either three (3) or four (4) feet in height, depending on the type of fence (transparency).

The Planning and Zoning Commission reviewed the proposed text amendment at its January 18<sup>th</sup>, 2018 public meeting, and unanimously supported the proposed ordinance.

ORDINANCE NO. 3-18

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

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

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

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

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

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

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

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

SECTION 1:

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

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

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

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

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

SECTION 2:

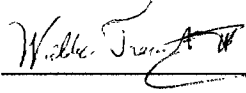
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2018

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2018.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

January 16, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Cindie Langston, Solid Waste Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing a Contract for Professional Services with Peak GeoSolutions, Inc. (Peak), in the amount of \$391,517, for Operation, Maintenance, and Monitoring Services for the Casper Closed Balefill Gas Collection and Control System Project No. 17-043.

Meeting Type & Date:  
Regular Council Meeting  
March 6, 2018

Recommendation:

That Council, by resolution, authorize a contract for professional services with Peak in the amount of \$391,517, for the Operation, Maintenance, and Monitoring services for the Casper Balefill Gas Collection and Control System, Project No. 17-043.

Summary:

The City of Casper's (City) Closed Balefill accepted waste from 1966 to 2009 in an unlined designated 106 acre area just north of Metro Road and east of Bryan Stock Trail. In 1985, 14 acres in the northwest corner of the 106 acre area were covered and no longer open to receive future wastes. In 1995, evidence of groundwater contamination appeared in groundwater wells down gradient of the Balefill. The Wyoming Department of Environmental Quality (WDEQ) required the City to install additional groundwater wells to assess the extent of the groundwater contamination. The additional assessment wells were installed in 1997. In 2000, WDEQ recommended the City move its landfill operations to a lined landfill after closure of the Balefill. The City decided to close the Balefill in 2009 prior to reaching its permitted capacity as a stop-gap remedy to prevent wastes from being added to the landfill source of groundwater contamination.

The Balefill closure cap included a geo-synthetic membrane, drainage provisions, final cover and a vegetative layer. The geo-synthetic membrane was designed to cover 92 acres, excluding the pre-regulated 14-acre area that stopped receiving wastes after 1985. WDEQ issued a closure permit in 2010 for the Casper Closed Balefill, and in 2015 WDEQ approved construction of a Gas Collection and Control System (GCCS) as an additional remedy to reduce landfill gas as a source of groundwater contamination. Construction of the GCCS was fully-funded by WDEQ through their Landfill Remediation Program (LRP). The GCCS included 14 gas extraction wells in the pre-regulated area and over 100 gas extraction wells over the entire 106 acre Closed Balefill.

Peak GeoSolutions, Inc.  
5-Year Operation, Maintenance, and Monitoring Services  
For the Casper Balefill Gas Collection & Control System  
Project No. 17-043.



Construction of the GCCS was completed in April 2017 with temporary operation and maintenance being performed by Golder Associates.

As part of the LRP, the City is required to obtain a qualified consultant for the operation, maintenance and monitoring of the GCCS for five years. Advertisements were made for this work using the City's Request for Proposal (RFP) process. In response to the RFP, four proposals were received. Two of the four Consultants submitting proposals were interviewed for the work. The Consultants were evaluated based on project team qualifications, team management and organizational structure, demonstrated landfill closure design experience, demonstrated ability to recognize construction opportunities during the project, proven record of meeting time requirements, and demonstrated history of local community involvement.

The interview panel consisted of WDEQ and City staff. Based on the evaluation criteria above, the interview panel recommended that Peak be awarded the work for the Operation, Maintenance, and Monitoring services for the Casper Closed Balefill Gas Collection and Control System, Project No. 17-043.

Financial Considerations:

Funding for this project will be budgeted annually, and the first annual funding is included in this fiscal year's budget from the City's Balefill Fund reserves and will be eligible for 100% reimbursement under the WDEQ's LRP.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution  
Agreement

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this this \_\_\_\_ day of \_\_\_\_\_, 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. Peak GeoSolutions, Inc., PO Box 820, Glenrock, Wyoming 82637 (“Consultant”).

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

### RECITALS

A. The City is undertaking a project for the operation, maintenance, and monitoring services for the Casper Balefill Gas Collection and Control System (GCCS), installed in 2017.

B. The project requires professional services for the five (5) year operation, maintenance, and monitoring services for the GCCS.

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

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

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

1. SCOPE OF SERVICES:

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

- A. Consultant shall provide five (5) years of operation, maintenance, and monitoring services for the GCCS, all in accordance with federal, state, and local laws and regulations.

B. Consultant shall implement the requirements of the following Exhibits, attached hereto:

1. Exhibit "A", LFG COLLECTION AND CONTROL SYSTEM OPERATIONS & MAINTENANCE PLAN, dated November 9, 2017, Pages 1 through 47 and Tables 1 through 7.
2. Exhibit "B", Appendices, Pages 1 through 80, comprised of the following:
  - a. APPENDIX A - GCCS OPERATIONS & MAINTENANCE HEALTH & SAFETY PLAN REQUIREMENTS.
  - b. APPENDIX B - GCCS RECORD DRAWINGS AND "AS-BUILT" LFG WELL SCHEDULE.
  - c. APPENDIX C - GCCS MONITORING FORMS.
  - d. APPENDIX D - GCCS SPARE PARTS LISTS AND SOURCES; SPARE PARTS LIST A1. Spare parts prices are shown for information purposes only and spare parts equipment and material costs not to be included in fees.
  - e. APPENDIX E - GCCS INSPECTION AND MAINTENANCE FORMS.
  - f. APPENDIX F - GCCS OPERATOR SCOPE OF WORK SUMMARY.
  - g. APPENDIX G- WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY AIR QUALITY DIVISION PERMIT NO. P0021010.
3. Exhibit "C" ITEMS ELIGIBLE FOR PAYMENT.
4. Exhibit "D" 14-ACRE PRE-REGULATED AREA.
5. Exhibit "E" NOT USED.
6. Exhibit "F" ENVIRONMENTAL MONITORING PLAN.
7. Exhibit "G" NOT USED.

8. Exhibit “H” SUMMARY COST PROPOSAL.

9. Exhibit “I” GCCS SOURCE EMISSIONS TESTING REPORT.

C. Consultant shall meet all the Wyoming Department of Environmental Quality (WDEQ) Landfill Remediation Program requirements.

D. Consultant shall coordinate work with Solid Waste Professional of Wyoming, their sub-consultants, and related Contractors to accommodate the construction of the cap for the closed 14 acres and any balancing and adjustments of the GCCS related to that construction.

E. Consultant shall respond by phone or email to Solid Waste Staff and City Staff within two (2) hours and mobilize to the site within twenty four (24) hours, all in the occurrence of a GCCS shut-down, malfunction, emergency or call-out of the GCCS.

F. Sub-consultants

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.

2. The Owner and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.

3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

4. The Consultant shall use a laboratory testing facility for which all sampling shall be sent with results sent electronically (via email) to City and WDEQ. All sampling, testing and results shall conform with WDEQ requirements.”

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 23<sup>rd</sup> day of February 21, 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a lump sum of Three Hundred Ninety One Thousand Five Hundred Seventeen and 00/100 Dollars (\$391,517.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

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

APPROVED AS TO FORM

Walter Stewart II

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONSULTANT  
Peak GeoSolutions, Inc.

By: Stephanie Paulson

By: William Hensley

Printed Name: Stephanie Paulson

Printed Name: WILLIAM HENSELEY

Title: Office Manager

Title: PRESIDENT

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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



8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

- E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons,

including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Consultant and any subconsultant thereof.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO.18-39

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH PEAK GEOSOLUTIONS, INC. (PEAK) FOR OPERATION, MAINTENANCE, AND MONITORING SERVICES FOR THE CASPER BALEFILL GAS COLLECTION AND CONTROL SYSTEM, PROJECT NO. 17-043.

WHEREAS, the City of Casper desires to enter into a Contract for operation, maintenance and monitoring of the Gas Collection and Control System (GCCS) in accordance with Wyoming Department of Environmental Quality (WYDEQ) regulations; and,

WHEREAS, the City of Casper desires to have PEAK provide operation, maintenance and monitoring of the GCCS for a five (5) year term; and,

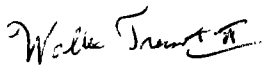
WHEREAS, PEAK, is able and willing to provide the required services for the Operation, Maintenance, and Monitoring services for the Casper Balefill GCCS, Project No. 17-043.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with PEAK for this service.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the contract, equal to a total fixed cost amount of Three Hundred Ninety One Thousand Five Hundred Seventeen and 00/100 Dollars (\$391,517.00).

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

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

January 18, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Cindie Langston, Solid Waste Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing a Contract for Professional Services with Golder Associates, Inc. in the amount not to exceed \$324,901, for the 5-Year Casper Closed Balefill Monitoring and Reporting Project No. 18-005.

Meeting Type & Date:

Regular Council Meeting  
March 6, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Golder Associates, Inc. (Golder), in the amount not to exceed \$324,901, for the 5-Year Casper Closed Balefill Monitoring and Reporting, Project No. 18-005.

Summary:

The Casper Regional Solid Waste Facility is required to perform water quality and methane emissions monitoring and reporting as part of the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) Balefill Closure Permit for the old closed landfill, and to meet the requirements for evaluating the effectiveness of closed balefill remedies in-place to reduce the environmental impacts to groundwater.

Monitoring at the Casper Regional Solid Waste Facility has been taking place since 1983. Data collected during this time frame has been compiled and submitted to the WDEQ/SHWD after each sampling event and in an annual report at the end of each year. The old landfill was closed in 2009, and post-closure groundwater and methane monitoring are required for a minimum of thirty (30) years, until the year 2039. As part of WDEQ's Landfill Remediation Program (LRP) and the Casper Balefill Closure Permit #10.070, the City is required to obtain a qualified consultant to monitor methane and water levels in designated wells, collect operational data from the newly constructed landfill gas system, perform quality assurance/quality control review of laboratory analysis results, perform statistical data analysis, and prepare semi-annual and annual reports in accordance with WDEQ regulations, all for a five (5) year term.

Advertisements were made for this work using the City's Request for Proposal (RFP) process. In response to the RFP, six (6) proposals were received. Three (3) of the six (6) Consultants submitting proposals were interviewed for the work. The Consultants' interviews were evaluated based on project team qualifications, team management and organizational structure, demonstrated landfill closure design experience, demonstrated ability to recognize construction opportunities during the project, proven record of meeting time requirements, and demonstrated history of local community involvement.

The interview panel consisted of WDEQ and City staff. Based on the evaluation criteria above, the interview panel recommended Golder be awarded the work as part of the 5-Year Casper Closed Balefill Monitoring and Reporting Project.

Financial Considerations:

Funding for this project will be budgeted annually, and the first annual funding budget is included in this fiscal year's budget from the City's Balefill Fund reserves and will be partially eligible for 100% reimbursement under the WDEQ's LRP.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

Agreement



# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Golder Associates, Inc., 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 (“Contractor”).

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

### RECITALS

A. The City is undertaking a project to perform five (5) years of water quality and methane emissions monitoring and reporting as part of the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) Balefill Closure Permit, Permit Number 10.070 for the Closed Balefill, and to meet the requirements for evaluating the effectiveness of Closed Balefill remedies in-place to reduce the environmental impacts to groundwater for the 2018 Calendar year through the 2022 Calendar year as part of the 5-Year Casper Closed Balefill Monitoring and Reporting, Project No. 18-005.

B. The project requires professional services for water quality and methane emissions monitoring and reporting for the Casper Closed Balefill.

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

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

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

1. SCOPE OF SERVICES:

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

A. Consultant shall provide and conduct semi-annual groundwater (GW) sampling at up to

Template 9/26/17  
Consultant’s Name. Golder Associates, Inc  
5-Year Casper Closed Balefill  
Monitoring and Reporting, Project No 18-005

- 15 GW wells;
- B. Consultant shall provide and conduct semi-annual Statistical Analysis of GW sampling data;
  - C. Consultant shall provide and prepare semi-annual Statistical Analysis GW Letter Report;
  - D. Consultant shall provide and conduct quarterly methane monitoring (MM) at 20 perimeter MM wells;
  - E. Consultant shall provide and conduct quarterly water levels at up to 15 GW wells;
  - F. Consultant shall provide and prepare quarterly MM and water levels Letter Report;
  - G. Consultant shall provide and perform annual maintenance of 20% of 15 GW wells;
  - H. Consultant shall obtain Casper Closed Balefill Gas Collection Control System (GCCS) and Title V Reporting Data for Annual Permit Report to include in reporting;
  - I. Consultant shall provide and prepare Annual WDEQ/SHWD Permit Report;
  - J. Consultant shall provide and participate annually in three (3) conference calls; and
  - K. Consultant shall meet annually with City and WDEQ/SHWD staff to review GW data and GCCS Effectiveness as a remedy.
  - L. Consultant shall use a laboratory testing facility for which all semi-annual GW sampling shall be sent with results sent electronically (via email) to City and DEQ.
  - M. Consultant shall provide all work in accordance with federal, state, local laws and regulations;
  - N. Consultant shall meet all cost estimate requirements listed in Exhibit "B", Page 1 of 2 through Page 2 of 2, attached hereto;
  - O. Consultant shall meet all payment requirements listed in Exhibit "C", Page 1 of 3 through Page 3 of 3, attached hereto;
  - P. Consultant shall meet all requirements listed in Exhibit "D", Page 1 of 287 through Page 287 of 287;
  - Q. Consultant shall meet all requirements listed in Exhibit "E", Page 1 of 153 through Page 153 of 153;
  - R. Exhibit "A" is not used in this Contract unless included by a later Amendment.
  - S. Consultant shall procure necessary sub-consultants to complete the work.
  - T. Owner and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
  - U. Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of April, 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Three Hundred Twenty-Four Thousand Nine Hundred One and 00/100 Dollars (\$324,901.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

*[Handwritten signature]*

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONSULTANT  
Golder Associates, Inc.

By: *[Handwritten signature]*  
Printed Name: TERRI C. PHILLIPS  
Title: PRINCIPAL

By: *[Handwritten signature]*  
Printed Name: MARK McCLAIN  
Title: PRINCIPAL

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees,



agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

Template 9/26/17  
Consultant's Name: Golder Associates, Inc.  
5-Year Casper Closed Balefill  
Monitoring and Reporting, Project No. 18-005

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

**EXHIBIT B -- P1792372 Annual Cost Estimate -- Calendar Years 2018-2022**  
**CITY OF CASPER CLOSED BALEFILL MONITORING AND REPORTING FOR WDEQ/SHWD CLOSURE**  
**CLOSURE PERMIT # 10.070**  
**Golder Associates, Inc. (Golder) & Edge Engineering Group**  
**City Project No. 18-005**  
**December 2017**

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLERS	SUBTOTAL	2018 TOTAL	2019 TOTAL	2020 TOTAL	2021 TOTAL	2022 TOTAL
<b>18-005 CASPER CLOSED BALEFILL MONITORING AND REPORTING FOR WDEQ/SHWD CLOSURE</b>										
<b>Task 1A: Semi-Annual GW Levels, and GW Sampling at 15 GW MWs, March and September</b>										
Golder Sr Project Hydrogeologist	4	HR	\$ 125 00	1 00	\$ 500 00					
Edge Engineering Group Staff Engineer (Tech)	110	HR	\$ 55 00	1 00	\$ 6,050 00					
Mileage	180	MI	\$ 0 54	1 00	\$ 97 20					
Sample Shipping	1	LS	\$ 2,500 00	1 00	\$ 2,500 00					
Subtotal						\$ 9,147	\$ 9,284	\$ 9,424	\$ 9,565	\$ 9,709
<b>Task 1B: Semi-Annual QA/QC Letter Report and Statistical Analysis Letter Report</b>										
Golder Project Manager: 1 hr/event x 2 event	2	HR	\$ 190 00	1 00	\$ 380 00					
Golder Sr Project Hydrogeologist 30 hr/event x 2 event	60	HR	\$ 125 00	1 00	\$ 7,500 00					
Golder Clerical 2 hr/event x 2 event	4	HR	\$ 65 00	1 00	\$ 260 00					
Office Service Fee (2 5% of Golder Labor)					\$ 203 50					
Subtotal						\$ 8,344	\$ 8,469	\$ 8,596	\$ 8,725	\$ 8,855
<b>Task 1C: Semi-Annual GW Sampling Laboratory, Testing and Results</b>										
Analytical Laboratory, Baseline and Appendix A Constituents	1	LS	\$8,124	1 10	\$ 8,936 40					
Analytical Laboratory, Baseline and Appendix B Constituents, Every Odd Year (App B done in September)	1	LS	\$11,352	1 10	\$ 12,487 20					
Subtotal, Baseline and App A						\$ 8,936	\$ -	\$ 9,204	\$ -	\$ 9,481
Subtotal, Subtotal Baseline and App B						\$ -	\$ 12,487	\$ -	\$ 12,862	\$ -
<b>Task 2: Quarterly Water Levels at 15 GW MWs (not included in Task 1A), June and December and Reporting for all Four Quarters</b>										
Golder Project Manager 2 hr/event x 4 event	8	HR	\$ 190 00	1 00	\$ 1,520 00					
Golder Sr Project Hydrogeologist 4 hr/event x 4 event	16	HR	\$ 125 00	1 00	\$ 2,000 00					
Edge Engineering Group Staff Engineer (Tech)	24	HR	\$ 55 00	1 00	\$ 1,320 00					
Mileage	60	MI	\$ 0 54	1 00	\$ 32 40					
Office Service Fee (2 5% of Golder Labor)					\$ 88 00					
Subtotal						\$ 4,960	\$ 5,035	\$ 5,110	\$ 5,187	\$ 5,265
<b>Task 3: Annual Maintenance of 5 Groundwater Monitoring Wells and Pumps (does not include methane wells)</b>										
Edge Engineering Group Staff Engineer (Tech)	12	HR	\$ 80 00	1 00	\$ 960 00					
Subtotal						\$ 960	\$ 974	\$ 989	\$ 1,004	\$ 1,019
<b>Task 4: Meetings</b>										
Golder 3 Annual Meetings (See estimated cost / meeting table below)	3	EA	\$ 820 00	1 00	\$ 2,460 00					
Subtotal						\$ 2,460	\$ 2,497	\$ 2,534	\$ 2,572	\$ 2,611
<b>Task 5: Annual WDEQ/SHWD Report</b>										
Golder Project Manager	10	HR	\$ 190 00	1 00	\$ 1,900 00					
Golder Sr Project Hydrogeologist	60	HR	\$ 125 00	1 00	\$ 7,500 00					
Golder Drafting	4	HR	\$ 90 00	1 00	\$ 360 00					
Golder Clerical	2	HR	\$ 65 00	1 00	\$ 130 00					
Office Service Fees (2 5% of Golder Labor)					\$ 247 25					
Subtotal						\$ 10,137	\$ 10,289	\$ 10,444	\$ 10,600	\$ 10,759
<b>Task 6: Obtaining GCCS Data for Annual Report</b>										
Golder Project Manager	8	HR	\$ 190 00	1 00	\$ 1,520 00					
Golder Senior Engineer	30	HR	\$ 150 00	1 00	\$ 4,500 00					
Golder Staff Engineer	30	HR	\$ 90 00	1 00	\$ 2,700 00					
Subtotal						\$ 8,720	\$ 8,851	\$ 8,984	\$ 9,118	\$ 9,255



Exhibit "B"

DESCRIPTION	QUANTITY	UNIT	UNIT COST	MULTIPLERS	SUBTOTAL	2018 TOTAL	2019 TOTAL	2020 TOTAL	2021 TOTAL	2022 TOTAL
<b>Task 7: Quarterly Methane Monitoring at 20 Methane Monitoring Wells, March, June, September, and Decemeber and Reporting for all Four Quarters</b>										
Golder Project Manager 2 hr/event x 4 event	8	HR	\$ 190 00	1 00	\$ 1,520 00					
Golder Sr Project Hydrogeologist 4 hr/event x 4 event	16	HR	\$ 125 00	1 00	\$ 2,000 00					
Edge Engineering Group Staff Engineer (Tech)	30	HR	\$ 55 00	1.00	\$ 1,650 00					
Mileage	60	MI	\$ 0 54	1 00	\$ 32 40					
Office Service Fee (2 5% of Golder Labor)					\$ 88 00					
					Subtotal	\$ 5,290	\$ 5,370	\$ 5,450	\$ 5,532	\$ 5,615
<b>Task 8: Meeting with the City and WDEQ, GW data review &amp; GCCS Effectiveness</b>										
Golder Project Manager (by phone)	4	HR	\$ 190 00	1 00	\$ 760 00					
Golder Sr Project Hydrogeologist (in Casper)	16	HR	\$ 125 00	1 00	\$ 2,000 00					
					Subtotal	\$ 2,760	\$ 2,801	\$ 2,843	\$ 2,886	\$ 2,929

ANNUAL PROJECT TOTALS (in 2018 dollars with 1.5% annual escalator):	\$ 61,715	\$ 66,058	\$ 63,578	\$ 68,051	\$ 65,498
FIVE-YEAR TOTAL:	\$ 324,901				

<b>Estimated Cost Per Meeting (Input to Task 8 above)</b>										
Golder Project Manager - preparation time	1 00	HR	\$ 190 00	1 00	\$ 190 00					
Golder Project Manager (by phone) - meeting time	2 00	HR	\$ 190 00	1 00	\$ 380 00					
Golder Sr Project Hydrogeologist (by phone) - meeting time	2 00	HR	\$ 125 00	1.00	\$ 250 00					
					Cost / Meeting	\$ 820	\$ 832	\$ 845	\$ 857	\$ 870

Mark McClain, P.E.  
 Authorization  
 (Printed Name and Signature)

12/20/2017  
 Date

Golder Associates Inc  
 Firm/Company

- Notes
- Costs are based on the quantity of units shown. If additional units are added by the Owner (e.g., wells added or removed), the costs will increase.
  - Annual sampling costs based on dedicated pumps. Owner to provide all sampling equipment and waste disposal, consultant will supply the sample containers, ice, and shipping.
  - Costs for field activities based on work hours between 8 am and 5 pm, Monday - Friday, excluding holidays.
  - Costs for Task 4 assume Owner will provide all well and pump replacement parts.
  - 2019-2022 costs are based on the number of units shown for 2018 and a 1.5% escalation each year.



## EXHIBIT "C"

### ITEMS ELIGIBLE FOR PAYMENT

**Customary work plan preparation expenses will be eligible for payment, including:**

- Review of existing site information;
- Meeting with Department and operator to discuss the scope of work;
- Preparation of plan documents;
- Preparation of a site Health and Safety Plan (HASP).

**Customary investigation expenses that are performed in accordance with a Department approved work plan will be eligible for payment, including:**

- Geophysical investigations;
- Utility clearances ("locates");
- Well drilling, construction and development (drilling needs to be invoiced by the foot or hour);
- Surveying;
- Drill rig mobilization and demobilization;
- Preparation of an investigation report;
- Field oversight by a qualified geologist or engineer, as appropriate;
- Field monitoring (including health and safety monitoring during field activities);
- Personal protective equipment (PPE);
- Field supplies;
- Mileage: Passenger cars, 3/4 ton vehicles (and under), shall be paid at the IRS rate in effect at the time of the work; one-ton vehicles shall be paid at a rate of 2.25 times the IRS rate in effect at the time of the work; drill rigs shall be paid at a rate of \$2.50/mile;
- Lodging and meals shall be paid with per diem rates as utilized by the State of Wyoming;
- Payment for the actual cost of communication items such as postage, photocopies, report covers, etc., is preferred; however, a "Communication Fee" no greater than 2.5% of labor charges may be charged for these items if not included in standard billing rates (the fee must be a standard billing practice of the consultant).

**Customary sampling and analysis expenses will be eligible for payment, including:**

- Labor, equipment, and material costs for the field work to collect samples;
- Conventional bailer sampling methods and equipment, or other methods as approved by the Department;
- Laboratory analytical charges;
- Reporting expenses.

**Remediation Project Costs:**

- Capping or approved phased reclamation
- Groundwater remediation and monitoring
- Methane mitigation and monitoring
- Other closure related expenses, including engineering, geological, and other professional services

**Note:** When evaluating which costs are eligible for payment, the amount charged by others conducting similar work will be considered. Invoices must be itemized and detailed. Labor charges must include dates, rates, hours and activities. Project supplies must be listed in detail with clearly itemized quantities and costs. Mobilization and demobilization charges must include details on mileage, hourly, or daily rates and quantities of each. Invoiced travel charges must include dates, destinations, mileage and rates. Drilling/completion costs must be estimated and billed by the hour or foot. Invoices must include rates and actual footage/hours as well as specifics on the materials used. Invoices from subcontractors must include a similar level of detail.

**Note:** The eligibility of labor and material charges not covered by this list shall be determined through advance consultation with the Department.

### **ITEMS INELIGIBLE FOR PAYMENT**

#### **Chapter 17 Ineligible Expenses:**

- Salaries or benefits for employees of the municipal solid waste facility;
- Operational costs of municipal solid waste facilities;
- Costs for any asset that is owned by a private property owner;
- Costs for tap fees, sewer and water fees, and plant investment fees;
- Engineering fees, including design, inspection, and contract administration costs, over ten percent (10%) of projects costs, unless otherwise approved by the Department;
- All non-cash costs except:
  - (A) Land, labor, materials, equipment, and services provided by the applicant, and used for project purposes, valued at reasonable, actual cost;
  - (B) Land, labor, materials, equipment, and services provided to the applicant by others, at no cost to the applicant, used for project purposes and valued at reasonable, actual cost; and
  - (C) Land which is integral to the Municipal Solid Waste Facilities Remediation Program process but not costs for land in excess of current fair market value and/or costs for an amount of land in excess of that needed for project purposes. Land costs not defined in the application will be ineligible for reimbursement.
- Costs for preparation or presentation of applications for any source of funding;
- Costs for transportation, meals, and lodging incurred anywhere away from the site of the project;
- Costs of tools, supplies, and furnishings for capital projects not included in DEQ - approved construction contract documents, including, but not limited to, capital equipment, hammers, tanks, tools, furniture, drapes, blinds, file cabinets, file folders, and survey stakes;
- Legal fees;
- Costs related to issuance of bonds;
- Costs for real property in excess of current fair market value and/or costs for an amount of real property in excess of that needed for project purposes;

- Costs to establish and form special districts or joint powers boards;
- Costs incurred prior to facility being eligible pursuant to Section 3, except costs for architectural and engineering design and those costs incurred pursuant to Section 3(a)(iii)(C) of this Chapter;
- Costs for a contingency or additional work allowance in excess of ten percent (10%) of estimated construction costs;
- Costs for change orders not approved by the Department;
- Lump sum contracts unless approved by the Department; and
- Costs for meals, mileage and incidental expenses in excess of federal per diem rates.

**Other Ineligible Expenses:**

- Costs to establish and form special districts or joint powers boards;
- Costs to select consultants or contractors;
- Weather delays (short delays may be appropriate with approval from WDEQ);
- Equipment delays;
- Crew change charges;
- General "down time";
- Costs for work **NOT** pre-approved by the Department;
- Repetitive mobilization and/or demobilization charges;
- Contractor work delays due to labor disputes or work stoppages;
- Markup or handling charges will not be paid; all overhead costs associated with negotiating subcontractors, insurance, purchase and storage of materials or supplies, etc., must be included in direct labor rates;
- Any re-drilling of boreholes necessitated by the negligence or fault of the RECIPIENT;
- Any re-drilling of boreholes caused by failure to reach the planned total depth, by careless drilling affecting samples, or for failure in the installation of well materials;
- Resampling required due to sample handling, sample container breakage, missed hold times, etc.;
- Report corrections needed due to deficiencies.



RESOLUTION NO.18-40

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC. (GOLDER) FOR THE 5-YEAR CASPER CLOSED BALEFILL MONITORING AND REPORTING PROJECT NO. 18-005.

WHEREAS, the Wyoming Department of Environmental Quality, Solid Hazardous Waste Division (WDEQ/SHWD) issued a closure permit for the City of Casper Closed Balefill on November 18, 2008; and,

WHEREAS, the closure permit requires the City of Casper to monitor the ground water quality and methane emissions related to the closed balefill and groundwater remedies; and,

WHEREAS, the City of Casper desires to enter into a Contract for Professional Services with Golder Associates, Inc., to provide monitoring and reporting for the City of Casper Closed Balefill for a five (5) year term; and,

WHEREAS, Golder Associates, Inc., is able and willing to provide those services, specified as the 5-Year Closed Balefill Monitoring and Reporting, Project No. 18-005.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Golder Associates, Inc., to provide professional services for the 5-Year Closed Balefill Monitoring and Reporting, Project No. 18-005.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, as prescribed by the Contract, throughout the project, in the amount of Three Hundred Twenty-Four Thousand Nine Hundred One and 00/100 Dollars (\$324,901.00).

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fluer D. Tremel  
City Clerk

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

January 18, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Cindie Langston, Solid Waste Manager  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing a Contract for Professional Services with Golder Associates, Inc., in the amount not to exceed of \$87,630, for the 5-Year Casper Solid Waste Facility Air Emissions Monitoring and Reporting Project No. 18-004.

Meeting Type & Date:

Regular Council Meeting  
March 6, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Golder Associates, Inc. (Golder), in the amount not to exceed \$87,630, for the 5-Year Casper Solid Waste Facility Air Emissions Monitoring and Reporting, Project No. 18-004.

Summary:

The Casper Regional Solid Waste Facility is required to perform air emissions monitoring and reporting under its Wyoming Department of Environmental Quality, Air Quality Division (WDEQ/AQD) Casper Regional Solid Waste Facility Operating Permit Number 3-2-183 (Operating Permit). Under this permit, the City of Casper is required to perform the following:

- Semi-annual visual air emissions monitoring and reporting of the baler building and flare;
- Report of annual Non-Methane Organic Compound (NMOC) emissions calculations;
- Report of annual air emissions inventory;
- Report of annual compliance certification to satisfy permit condition (C1) (a) of the Casper Regional Solid Waste Facility Operating Permit;
- Enter air reports into WDEQ/AQD IMPACT software system;
- Report Minor Source Emission Inventory as required by State Wide Inventory Surveys; and
- Report of Green House Gases.

The scope of work for this agreement includes on-site inspections of air emissions, gathering operation data from City staff, running air modeling programs to calculate various air emission quantities, and preparing annual reports.

Golder  
5-Year Air Emissions Monitoring & Reporting Services  
For the Casper Solid Waste Facility Title V Air Permit  
Project No 18-004

As part of the WDEQ's Landfill Remediation Program (LRP) and the Operating Permit, the City is required to obtain a qualified consultant to perform air emissions monitoring and reporting for five (5) years. Advertisements were made for this work using the City's Request for Proposal (RFP) process. In response to the RFP, six (6) proposals were received. Three (3) of the six (6) Consultants submitting proposals were interviewed for the work. The Consultants were evaluated based on project team qualifications, team management and organizational structure, demonstrated landfill closure design experience, demonstrated ability to recognize construction opportunities during the project, proven record of meeting time requirements, and demonstrated history of local community involvement.

The interview panel consisted of WDEQ and City staff. Based on the evaluation criteria above, the interview panel recommended awarding Golder the work for the 5-Year Casper Solid Waste Facility Air Emissions Monitoring and Reporting, Project No. 18-004.

Financial Considerations:

Funding for this project will be budgeted annually, and the first annual funding budget is included in this fiscal year's budget from the City's Balefill Fund reserves. Funding will be partially eligible for 100% reimbursement under the WDEQ's LRP.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

Agreement

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

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

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Golder Associates, Inc., 44 Union Boulevard, Suite 300, Lakewood, Colorado 80228 (“Contractor”).

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

### RECITALS

A. The City is undertaking a project to perform five (5) years of annual air emissions monitoring and reporting under the Wyoming Department of Environmental Quality, Air Quality Division (WDEQ/AQD), Title V Operating Permit #3-2-183 and renewal application for Permit Number #P0023564 for the 2018 Calendar year through the 2022 Calendar year as part of the Casper Solid Waste Facility Air Emissions Monitoring and Reporting, Project No. 18-004.

B. The project requires professional services for air emissions monitoring and reporting.

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

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

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

1. SCOPE OF SERVICES:

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

- A. Consultant shall provide Semi-annual visual air emissions monitoring and reporting of the Baler building and Balefill gas collection and control system flare;
- B. Consultant shall provide reporting of annual Non-Methane Organic Compound (NMOC) emissions calculations;

Template 9/26/17  
Consultant’s Name: Golder Associates, Inc.  
Casper Solid Waste Facility Air Emissions  
Monitoring and Reporting, Project No 18-004

- C. Consultant shall provide reporting of annual air emissions inventory;
- D. Consultant shall provide reporting of annual compliance certification to satisfy permit condition (C1)(a) of the Casper Regional Solid Waste Facility Operating Permit;
- E. Consultant shall provide entering of air reports into WDEQ/AQD IMPACT software system;
- F. Consultant shall provide reporting Minor Source Emission Inventory as required by State Wide Inventory Surveys;
- G. Consultant shall provide reporting of Green House Gases;
- H. Consultant shall provide preparation of application for the identical replacement of existing used oil burner;
- I. Consultant shall provide all work in accordance with federal, state, and local laws and regulations;
- J. Consultant shall meet all cost estimate requirements listed in Exhibit "B", Page 1 of 2 through Page 2 of 2, attached hereto and made a part of this Agreement;
- K. Consultant shall meet all payment requirements listed in Exhibit "C", Page 1 of 3 through Page 3 of 3, attached hereto and made a part of this Agreement;
- L. Exhibit "A" is not used in this Contract, unless included by a later Amendment.
- M. Consultant shall procure necessary sub-consultants to complete the work.
- N. Owner and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
- O. Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of April, 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Eighty-Seven Thousand Six Hundred Thirty and 00/100 Dollars (\$87,630.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

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

APPROVED AS TO FORM

Walter Stewart

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
Golder Associates, Inc.

By: Terei C. Phillips  
Printed Name: TEREI C. PHILLIPS  
Title: PRINCIPAL

By: Mark McLean  
Printed Name: MARK McLEAN  
Title: PRINCIPAL

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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



4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees,

agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

Exhibit B -- P1792335 Annual Cost Estimate  
 Casper Solid Waste Facility Air Emissions Reporting for WDEQ/AQD - Title V Permit #3-2-183  
 Calendar Years 2018 - 2022  
 Project No. 18-004  
 December 21, 2017

DESCRIPTION	QUANTITY	UNIT	UNIT COST	2018 TOTAL	QUANTITY	UNIT	UNIT COST	2019 TOTAL	QUANTITY	UNIT	UNIT COST	2020 TOTAL	QUANTITY	UNIT	UNIT COST	2021 TOTAL	QUANTITY	UNIT	UNIT COST	2022 TOTAL
<b>Task 2.1: Semi-Annual Visual Air Emissions Monitoring and Reporting</b>																				
Engineer/Scientist		HR	\$ 85	\$ -		HR	\$ 86	\$ -		HR	\$ 88	\$ -		HR	\$ 89	\$ -		HR	\$ 90	\$ -
Staff Engineer/Scientist		HR	\$ 95	\$ -		HR	\$ 96	\$ -		HR	\$ 98	\$ -		HR	\$ 99	\$ -		HR	\$ 101	\$ -
Project Engineer/Scientist	2	HR	\$ 105	\$ 210	2	HR	\$ 107	\$ 213	2	HR	\$ 108	\$ 216	2	HR	\$ 110	\$ 220	2	HR	\$ 111	\$ 223
Senior Project Engineer/Scientist		HR	\$ 120	\$ -		HR	\$ 122	\$ -		HR	\$ 124	\$ -		HR	\$ 125	\$ -		HR	\$ 127	\$ -
Senior Engineer/Scientist		HR	\$ 155	\$ -		HR	\$ 157	\$ -		HR	\$ 160	\$ -		HR	\$ 162	\$ -		HR	\$ 165	\$ -
Senior Consultant		HR	\$ 185	\$ -		HR	\$ 188	\$ -		HR	\$ 191	\$ -		HR	\$ 193	\$ -		HR	\$ 196	\$ -
Practice/Program Leader		HR	\$ 205	\$ -		HR	\$ 208	\$ -		HR	\$ 211	\$ -		HR	\$ 214	\$ -		HR	\$ 218	\$ -
Sub-Contractor (Edge Engineering) Costs				\$ 500				\$ 500				\$ 500				\$ 500				\$ 500
Golder Mark-Up (10%)				\$ 50				\$ 50				\$ 50				\$ 50				\$ 50
				\$ 760				\$ 763				\$ 766				\$ 770				\$ 773
<b>Task 2.2: Non-Methane Organic Compound Annual Report</b>																				
Engineer/Scientist	15	HR	\$ 85	\$ 1,275	15	HR	\$ 86	\$ 1,294	10	HR	\$ 88	\$ 876	10	HR	\$ 89	\$ 889	10	HR	\$ 90	\$ 902
Staff Engineer/Scientist		HR	\$ 95	\$ -		HR	\$ 96	\$ -		HR	\$ 98	\$ -		HR	\$ 99	\$ -		HR	\$ 101	\$ -
Project Engineer/Scientist	2	HR	\$ 105	\$ 210	2	HR	\$ 107	\$ 213	2	HR	\$ 108	\$ 216	2	HR	\$ 110	\$ 220	2	HR	\$ 111	\$ 223
Senior Project Engineer/Scientist		HR	\$ 120	\$ -		HR	\$ 122	\$ -		HR	\$ 124	\$ -		HR	\$ 125	\$ -		HR	\$ 127	\$ -
Senior Engineer/Scientist	1	HR	\$ 155	\$ 155	1	HR	\$ 157	\$ 157	1	HR	\$ 160	\$ 160	1	HR	\$ 162	\$ 162	1	HR	\$ 165	\$ 165
Senior Consultant		HR	\$ 185	\$ -		HR	\$ 188	\$ -		HR	\$ 191	\$ -		HR	\$ 193	\$ -		HR	\$ 196	\$ -
Practice/Program Leader		HR	\$ 205	\$ -		HR	\$ 208	\$ -		HR	\$ 211	\$ -		HR	\$ 214	\$ -		HR	\$ 218	\$ -
				\$ 1,640				\$ 1,665				\$ 1,252				\$ 1,270				\$ 1,290
<b>Task 2.3: Air Emissions Inventory Annual Report</b>																				
Engineer/Scientist	60	HR	\$ 85	\$ 5,100	60	HR	\$ 86	\$ 5,177	55	HR	\$ 88	\$ 4,816	55	HR	\$ 89	\$ 4,889	55	HR	\$ 90	\$ 4,962
Staff Engineer/Scientist		HR	\$ 95	\$ -		HR	\$ 96	\$ -		HR	\$ 98	\$ -		HR	\$ 99	\$ -		HR	\$ 101	\$ -
Project Engineer/Scientist	10	HR	\$ 105	\$ 1,050	8	HR	\$ 107	\$ 853	8	HR	\$ 108	\$ 865	8	HR	\$ 110	\$ 878	8	HR	\$ 111	\$ 892
Senior Project Engineer/Scientist		HR	\$ 120	\$ -		HR	\$ 122	\$ -		HR	\$ 124	\$ -		HR	\$ 125	\$ -		HR	\$ 127	\$ -
Senior Engineer/Scientist	4	HR	\$ 155	\$ 620	3	HR	\$ 157	\$ 472	3	HR	\$ 160	\$ 479	3	HR	\$ 162	\$ 486	3	HR	\$ 165	\$ 494
Senior Consultant		HR	\$ 185	\$ -		HR	\$ 188	\$ -		HR	\$ 191	\$ -		HR	\$ 193	\$ -		HR	\$ 196	\$ -
Practice/Program Leader		HR	\$ 205	\$ -		HR	\$ 208	\$ -		HR	\$ 211	\$ -		HR	\$ 214	\$ -		HR	\$ 218	\$ -
				\$ 6,770				\$ 6,501				\$ 6,161				\$ 6,253				\$ 6,347
<b>Task 2.4: Annual Compliance Certification</b>																				
Engineer/Scientist		HR	\$ 85	\$ -		HR	\$ 86	\$ -		HR	\$ 88	\$ -		HR	\$ 89	\$ -		HR	\$ 90	\$ -
Staff Engineer/Scientist		HR	\$ 95	\$ -		HR	\$ 96	\$ -		HR	\$ 98	\$ -		HR	\$ 99	\$ -		HR	\$ 101	\$ -
Project Engineer/Scientist	6	HR	\$ 105	\$ 630	6	HR	\$ 107	\$ 639	6	HR	\$ 108	\$ 649	6	HR	\$ 110	\$ 659	6	HR	\$ 111	\$ 669
Senior Project Engineer/Scientist		HR	\$ 120	\$ -		HR	\$ 122	\$ -		HR	\$ 124	\$ -		HR	\$ 125	\$ -		HR	\$ 127	\$ -
Senior Engineer/Scientist	2	HR	\$ 155	\$ 310	2	HR	\$ 157	\$ 315	2	HR	\$ 160	\$ 319	2	HR	\$ 162	\$ 324	2	HR	\$ 165	\$ 329
Senior Consultant		HR	\$ 185	\$ -		HR	\$ 188	\$ -		HR	\$ 191	\$ -		HR	\$ 193	\$ -		HR	\$ 196	\$ -
Practice/Program Leader		HR	\$ 205	\$ -		HR	\$ 208	\$ -		HR	\$ 211	\$ -		HR	\$ 214	\$ -		HR	\$ 218	\$ -
				\$ 940				\$ 954				\$ 968				\$ 983				\$ 998
<b>Task 2.5: Minor Source Emissions Inventory Reporting (N/A)</b>																				
Engineer/Scientist		HR	\$ 85	\$ -		HR	\$ 86	\$ -		HR	\$ 88	\$ -		HR	\$ 89	\$ -		HR	\$ 90	\$ -
Staff Engineer/Scientist		HR	\$ 95	\$ -		HR	\$ 96	\$ -		HR	\$ 98	\$ -		HR	\$ 99	\$ -		HR	\$ 101	\$ -
Project Engineer/Scientist		HR	\$ 105	\$ -		HR	\$ 107	\$ -		HR	\$ 108	\$ -		HR	\$ 110	\$ -		HR	\$ 111	\$ -
Senior Project Engineer/Scientist		HR	\$ 120	\$ -		HR	\$ 122	\$ -		HR	\$ 124	\$ -		HR	\$ 125	\$ -		HR	\$ 127	\$ -
Senior Engineer/Scientist		HR	\$ 155	\$ -		HR	\$ 157	\$ -		HR	\$ 160	\$ -		HR	\$ 162	\$ -		HR	\$ 165	\$ -
Senior Consultant		HR	\$ 185	\$ -		HR	\$ 188	\$ -		HR	\$ 191	\$ -		HR	\$ 193	\$ -		HR	\$ 196	\$ -
Practice/Program Leader		HR	\$ 205	\$ -		HR	\$ 208	\$ -		HR	\$ 211	\$ -		HR	\$ 214	\$ -		HR	\$ 218	\$ -
				\$ -				\$ -				\$ -				\$ -				\$ -

**Exhibit B -- P1792335 Annual Cost Estimate**  
**Casper Solid Waste Facility Air Emissions Reporting for WDEQ/AQD - Title V Permit #3-2-183**  
**Calendar Years 2018 - 2022**  
**Project No. 18-004**  
**December 21, 2017**

DESCRIPTION	QUANTITY	UNIT	UNIT COST	2018 TOTAL	QUANTITY	UNIT	UNIT COST	2019 TOTAL	QUANTITY	UNIT	UNIT COST	2020 TOTAL	QUANTITY	UNIT	UNIT COST	2021 TOTAL	QUANTITY	UNIT	UNIT COST	2022 TOTAL
<b>Task 2.6: Annual Greenhouse Gas Reporting</b>																				
Engineer/Scientist	30	HR	\$ 85	\$ 2,550	30	HR	\$ 86	\$ 2,588	30	HR	\$ 88	\$ 2,627	30	HR	\$ 89	\$ 2,666	30	HR	\$ 90	\$ 2,706
Staff Engineer/Scientist		HR	\$ 95	\$ -		HR	\$ 96	\$ -		HR	\$ 98	\$ -		HR	\$ 99	\$ -		HR	\$ 101	\$ -
Project Engineer/Scientist	10	HR	\$ 105	\$ 1,050	8	HR	\$ 107	\$ 853	8	HR	\$ 108	\$ 865	8	HR	\$ 110	\$ 878	8	HR	\$ 111	\$ 892
Senior Project Engineer/Scientist		HR	\$ 120	\$ -		HR	\$ 122	\$ -		HR	\$ 124	\$ -		HR	\$ 125	\$ -		HR	\$ 127	\$ -
Senior Engineer/Scientist	3	HR	\$ 155	\$ 465	2	HR	\$ 157	\$ 315	2	HR	\$ 160	\$ 319	2	HR	\$ 162	\$ 324	2	HR	\$ 165	\$ 329
Senior Consultant		HR	\$ 185	\$ -		HR	\$ 188	\$ -		HR	\$ 191	\$ -		HR	\$ 193	\$ -		HR	\$ 196	\$ -
Practice/Program Leader		HR	\$ 205	\$ -		HR	\$ 208	\$ -		HR	\$ 211	\$ -		HR	\$ 214	\$ -		HR	\$ 218	\$ -
				\$ 4,065				\$ 3,756				\$ 3,812				\$ 3,869				\$ 3,927
<b>Task 2.7: Used Oil Heater Replacement Application</b>																				
Engineer/Scientist	50	HR	\$ 85	\$ 4,250		HR	\$ 86	\$ -		HR	\$ 88	\$ -		HR	\$ 89	\$ -		HR	\$ 90	\$ -
Staff Engineer/Scientist		HR	\$ 95	\$ -		HR	\$ 96	\$ -		HR	\$ 98	\$ -		HR	\$ 99	\$ -		HR	\$ 101	\$ -
Project Engineer/Scientist	10	HR	\$ 105	\$ 1,050		HR	\$ 107	\$ -		HR	\$ 108	\$ -		HR	\$ 110	\$ -		HR	\$ 111	\$ -
Senior Project Engineer/Scientist		HR	\$ 120	\$ -		HR	\$ 122	\$ -		HR	\$ 124	\$ -		HR	\$ 125	\$ -		HR	\$ 127	\$ -
Senior Engineer/Scientist	4	HR	\$ 155	\$ 620		HR	\$ 157	\$ -		HR	\$ 160	\$ -		HR	\$ 162	\$ -		HR	\$ 165	\$ -
Senior Consultant		HR	\$ 185	\$ -		HR	\$ 188	\$ -		HR	\$ 191	\$ -		HR	\$ 193	\$ -		HR	\$ 196	\$ -
Practice/Program Leader		HR	\$ 205	\$ -		HR	\$ 208	\$ -		HR	\$ 211	\$ -		HR	\$ 214	\$ -		HR	\$ 218	\$ -
				\$ 5,920				\$ -				\$ -				\$ -				\$ -
<b>Task 2.8: Monthly Progress Reports</b>																				
Engineer/Scientist		HR	\$ 85	\$ -		HR	\$ 86	\$ -		HR	\$ 88	\$ -		HR	\$ 89	\$ -		HR	\$ 90	\$ -
Staff Engineer/Scientist		HR	\$ 95	\$ -		HR	\$ 96	\$ -		HR	\$ 98	\$ -		HR	\$ 99	\$ -		HR	\$ 101	\$ -
Project Engineer/Scientist	12	HR	\$ 105	\$ 1,260	12	HR	\$ 107	\$ 1,279	12	HR	\$ 108	\$ 1,298	12	HR	\$ 110	\$ 1,318	12	HR	\$ 111	\$ 1,337
Senior Project Engineer/Scientist		HR	\$ 120	\$ -		HR	\$ 122	\$ -		HR	\$ 124	\$ -		HR	\$ 125	\$ -		HR	\$ 127	\$ -
Senior Engineer/Scientist		HR	\$ 155	\$ -		HR	\$ 157	\$ -		HR	\$ 160	\$ -		HR	\$ 162	\$ -		HR	\$ 165	\$ -
Senior Consultant		HR	\$ 185	\$ -		HR	\$ 188	\$ -		HR	\$ 191	\$ -		HR	\$ 193	\$ -		HR	\$ 196	\$ -
Practice/Program Leader		HR	\$ 205	\$ -		HR	\$ 208	\$ -		HR	\$ 211	\$ -		HR	\$ 214	\$ -		HR	\$ 218	\$ -
				\$ 1,260				\$ 1,279				\$ 1,298				\$ 1,318				\$ 1,337

<b>Total Year Project Costs</b>	<b>\$ 21,355</b>	<b>\$ 14,917</b>	<b>\$ 14,257</b>	<b>\$ 14,463</b>	<b>\$ 14,671</b>
<b>TOTAL 5-YEAR COSTS</b>	<b>\$ 79,664</b>				
<b>Upset Contingency</b>	<b>\$ 2,136</b>	<b>\$ 1,492</b>	<b>\$ 1,426</b>	<b>\$ 1,446</b>	<b>\$ 1,467</b>
<b>TOTAL YEAR COSTS WITH UPSET CONTINGENCY</b>	<b>\$ 23,491</b>	<b>\$ 16,409</b>	<b>\$ 15,683</b>	<b>\$ 15,909</b>	<b>\$ 16,139</b>
<b>TOTAL 5-YEAR COSTS WITH UPSET CONTINGENCY</b>	<b>\$ 87,630</b>				

Notes

- 1 2019-2022 costs are based on the number of units shown for 2018 and a 1.5% escalation each year
- 2 Assumed all costs associated with new used oil heater application would occur in 2018
- 3 Determined that minor source emissions inventory not applicable to facility, therefore no costs or effort allocated for Task 2.5
- 4 Upset contingency based on 10% of Total Year Project Costs

Authorized Representative: \_\_\_\_\_

Date: 12/21/2017

Mark McClain, P.E. - Principal and Project Director



## EXHIBIT"C"

### ITEMS ELIGIBLE FOR PAYMENT

**Customary work plan preparation expenses will be eligible for payment, including:**

- Review of existing site information;
- Meeting with Department and operator to discuss the scope of work;
- Preparation of plan documents;
- Preparation of a site Health and Safety Plan (HASP).

**Customary investigation expenses that are performed in accordance with a Department approved work plan will be eligible for payment, including:**

- Geophysical investigations;
- Utility clearances ("locates");
- Well drilling, construction and development (drilling needs to be invoiced by the foot or hour);
- Surveying;
- Drill rig mobilization and demobilization;
- Preparation of an investigation report;
- Field oversight by a qualified geologist or engineer, as appropriate;
- Field monitoring (including health and safety monitoring during field activities);
- Personal protective equipment (PPE);
- Field supplies;
- Mileage: Passenger cars, 3/4 ton vehicles (and under), shall be paid at the IRS rate in effect at the time of the work; one-ton vehicles shall be paid at a rate of 2.25 times the IRS rate in effect at the time of the work; drill rigs shall be paid at a rate of \$2.50/mile;
- Lodging and meals shall be paid with per diem rates as utilized by the State of Wyoming;
- Payment for the actual cost of communication items such as postage, photocopies, report covers, etc., is preferred; however, a "Communication Fee" no greater than 2.5% of labor charges may be charged for these items if not included in standard billing rates (the fee must be a standard billing practice of the consultant).

**Customary sampling and analysis expenses will be eligible for payment, including:**

- Labor, equipment, and material costs for the field work to collect samples;
- Conventional bailer sampling methods and equipment, or other methods as approved by the Department;
- Laboratory analytical charges;
- Reporting expenses.

**Remediation Project Costs:**

- Capping or approved phased reclamation
- Groundwater remediation and monitoring
- Methane mitigation and monitoring
- Other closure related expenses, including engineering, geological, and other professional services

**Note:** When evaluating which costs are eligible for payment, the amount charged by others conducting similar work will be considered. Invoices must be itemized and detailed. Labor charges must include dates, rates, hours and activities. Project supplies must be listed in detail with clearly itemized quantities and costs. Mobilization and demobilization charges must include details on mileage, hourly, or daily rates and quantities of each. Invoiced travel charges must include dates, destinations, mileage and rates. Drilling/completion costs must be estimated and billed by the hour or foot. Invoices must include rates and actual footage/hours as well as specifics on the materials used. Invoices from subcontractors must include a similar level of detail.

**Note:** The eligibility of labor and material charges not covered by this list shall be determined through advance consultation with the Department.

### **ITEMS INELIGIBLE FOR PAYMENT**

#### **Chapter 17 Ineligible Expenses:**

- Salaries or benefits for employees of the municipal solid waste facility;
- Operational costs of municipal solid waste facilities;
- Costs for any asset that is owned by a private property owner;
- Costs for tap fees, sewer and water fees, and plant investment fees;
- Engineering fees, including design, inspection, and contract administration costs, over ten percent (10%) of projects costs, unless otherwise approved by the Department;
- All non-cash costs except:
  - (A) Land, labor, materials, equipment, and services provided by the applicant, and used for project purposes, valued at reasonable, actual cost;
  - (B) Land, labor, materials, equipment, and services provided to the applicant by others, at no cost to the applicant, used for project purposes and valued at reasonable, actual cost; and
  - (C) Land which is integral to the Municipal Solid Waste Facilities Remediation Program process but not costs for land in excess of current fair market value and/or costs for an amount of land in excess of that needed for project purposes. Land costs not defined in the application will be ineligible for reimbursement.
- Costs for preparation or presentation of applications for any source of funding;
- Costs for transportation, meals, and lodging incurred anywhere away from the site of the project;
- Costs of tools, supplies, and furnishings for capital projects not included in DEQ - approved construction contract documents, including, but not limited to, capital equipment, hammers, tanks, tools, furniture, drapes, blinds, file cabinets, file folders, and survey stakes;
- Legal fees;
- Costs related to issuance of bonds;
- Costs for real property in excess of current fair market value and/or costs for an amount of real property in excess of that needed for project purposes;

- Costs to establish and form special districts or joint powers boards;
- Costs incurred prior to facility being eligible pursuant to Section 3, except costs for architectural and engineering design and those costs incurred pursuant to Section 3(a)(iii)(C) of this Chapter;
- Costs for a contingency or additional work allowance in excess of ten percent (10%) of estimated construction costs;
- Costs for change orders not approved by the Department;
- Lump sum contracts unless approved by the Department; and
- Costs for meals, mileage and incidental expenses in excess of federal per diem rates.

**Other Ineligible Expenses:**

- Costs to establish and form special districts or joint powers boards;
- Costs to select consultants or contractors;
- Weather delays (short delays may be appropriate with approval from WDEQ);
- Equipment delays;
- Crew change charges;
- General "down time";
- Costs for work NOT pre-approved by the Department;
- Repetitive mobilization and/or demobilization charges;
- Contractor work delays due to labor disputes or work stoppages;
- Markup or handling charges will not be paid; all overhead costs associated with negotiating subcontractors, insurance, purchase and storage of materials or supplies, etc., must be included in direct labor rates;
- Any re-drilling of boreholes necessitated by the negligence or fault of the RECIPIENT;
- Any re-drilling of boreholes caused by failure to reach the planned total depth, by careless drilling affecting samples, or for failure in the installation of well materials;
- Resampling required due to sample handling, sample container breakage, missed hold times, etc.;
- Report corrections needed due to deficiencies.

RESOLUTION NO.18-41

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC. (GOLDER) FOR THE 5-YEAR CASPER SOLID WASTE FACILITY AIR EMISSIONS MONITORING AND REPORTING PROJECT NO. 18-004.

WHEREAS, the City of Casper desires enter into a Contract for air emissions monitoring and reporting in accordance with Wyoming Department of Environmental Quality, Air Quality Division (WDEQ/AQD) regulations; and,

WHEREAS, the City of Casper desires to have Golder provide air emissions monitoring and reporting for a five (5) year term; and,


WHEREAS, Golder, is able and willing to provide the required services for the 5-Year Casper Solid Waste Facility Air Emissions Monitoring and Reporting, Project No. 18-004.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Golder for this service.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the contract, equal to a total fixed cost amount of Eighty-Seven Thousand Six Hundred Thirty and 00/100 Dollars (\$87,630.00).

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

January 31, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
 Shad Rodgers, Streets Manager  
 Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Installation and Service Co., Inc., in the Amount of \$177,891.25, for the CY Avenue Improvements – South Spruce Street to South Ash Street.

Meeting Type & Date  
 Regular Council Meeting  
 March 6, 2018

Action type  
 Resolution

Recommendation  
 That Council, by resolution, authorize an agreement with Installation and Service Co., Inc. (ISCO), in the amount of \$177,891.25, for the CY Avenue Improvements – South Spruce Street to South Ash Street, Project No. 17-090. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$17,000.00, for a total project amount of \$194,891.25.

Summary  
 On Wednesday, January 31, 2018, four (4) bids were received for the CY Avenue Improvements – South Spruce Street to South Ash Street, Project No. 17-090. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>ISCO</b>	<b>Mills, WY</b>	<b>\$177,891.25</b>
Knife River	Casper, WY	\$193,040.50
71 Construction	Casper, WY	\$206,562.00
Grizzly	Casper, WY	\$231,140.00

The CY Avenue Improvements Project includes an asphalt mill and overlay, storm and sanitary sewer manhole adjustments, water valve collar adjustments, and installation of inlaid pavement markings on CY Avenue between South Spruce Street and South Ash Street, and removal and replacement of curb and gutter on South Oak Street. Work is scheduled to be completed by July 27, 2018. The estimate prepared by the City Engineering Division was \$187,635.00.

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

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

Financial Considerations

Funding will be from the One Cent #14 Optional Sales Tax Funds allocated to street improvements projects.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

WHEREAS, the City of Casper desires to make surfacing improvements to CY Avenue between South Spruce Street and South Ash Street; and,

WHEREAS, Installation and Service Co., Inc., is able and willing to provide those services specified as the CY Avenue Improvements – South Spruce Street to South Ash Street, Project No. 17-090.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the CY Avenue Improvements – South Spruce Street to South Ash Street, Project No. 17-090, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **July 27, 2018**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **August 3, 2018**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for

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

#### ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Seventy-Seven Thousand Eight Hundred Ninety-One Dollars and 25/100 (\$177,891.25), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (pages BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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



percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Pages BS-1 to BS-2, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Division 02 – Site Construction, consisting of one (1) section.
- 8.12 Amendments & Supplements to the City of Casper Standard Specifications, consisting of five (5) sections.
- 8.13 Notice of Award.
- 8.14 Notice to Proceed.

- 8.15 Minutes of the Pre-Bid Conference, if any.
- 8.16 Contract Drawings consisting of eight (8) drawing sheets, with each sheet bearing the following general title:
- CY Avenue Improvements – South Spruce Street to South Ash Street, Project No. 17-090**
- 8.17 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.18 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.19 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

*(This space intentionally left blank)*

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

*Fleur D. Tremel*

WITNESS:

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

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

ATTEST:

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

Fleur D. Tremel

Title: City Clerk

CONTRACTOR:

Installation and Service Co., Inc.

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

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

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

Ray Pacheco

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
**CY Avenue Improvements –  
South Spruce Street to South Ash Street  
Project No. 17-090**

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **July 27, 2018**, and completed and ready for final payment not later than **August 3, 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>one</u>	Dated <u>January 8, 2018</u>
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

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

TOTAL BASE BID, IN NUMERALS: \$ 177,891.25

TOTAL BASE BID, IN WORDS: one hundred seventy seven thousand eight hundred ninety one and 25/100 DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Exhibit "B" - Itemized Bid Schedule.

C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.

9. Communications concerning this Bid shall be addressed to:

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

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

Submitted on January 31, \_\_\_\_\_, 2018.

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

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

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

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

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

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

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

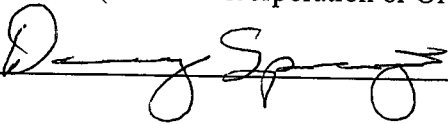
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

A CORPORATION OR LIMITED LIABILITY COMPANY

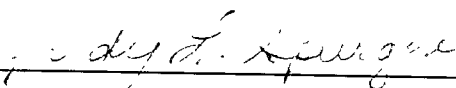
By: Installation & Service Co, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By:  (seal)

(Title) Vice President

(Seal)

Attest: 

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

Phone Number: 307-473-9000

A JOINT VENTURE

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

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

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

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

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



**EXHIBIT "B"**  
**BID SCHEDULE**

**CY AVENUE IMPROVEMENTS –**  
**SOUTH SPRUCE STREET TO SOUTH ASH STREET**  
**PROJECT NO. 17-090**

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

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

**Bid Schedule**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 18,500.00	\$ 18,500.00
2	F&I Temporary Traffic Control	LS	1	\$ 10,500.00	\$ 10,500.00
3	F&I One-Cent Project Signs	EA	2	\$ 500.00	\$ 1,000.00
4	Remove Asphalt Surfacing by Cold Milling	SY	6,840	\$ 2.50	\$ 17,100.00
5	F&I 2" Asphalt Overlay	TON	760	\$ 92.00	\$ 69,920.00
6	R&R Asphalt Section as Patch (4"/8")	SY	300	\$ 28.00	\$ 8,400.00
7	Sub-Excavate and Install Foundation Material	CY	50	\$ 60.00	\$ 3,000.00
8	Adjust Manhole Top & Install 5'x5' Concrete Diamond with New Lid	EA	10	\$ 1,150.00	\$ 11,500.00
9	Adjust Valve Box Top & Install 33"x33" Concrete Diamond with New Lid	EA	7	\$ 400.00	\$ 2,800.00
10	R&R Concrete Type B Curb & Gutter	LF	250	\$ 39.00	\$ 9,750.00
11	R&R Asphalt Patch Adjacent to Curb & Gutter	LF	250	\$ 16.50	\$ 4,125.00
12	R&R 4" Solid Yellow In-Laid Pavement Marking	LF	675	\$ 6.75	\$ 4,556.25
13	R&R 8" Solid White In-Laid Pavement Marking	LF	70	\$ 22.00	\$ 1,540.00
14	R&R 2'x8' White Crosswalk Bar In-Laid Pavement Marking	EA	45	\$ 320.00	\$ 14,400.00
15	R&R White Right Turn Lane Arrow Markings	EA	1	\$ 400.00	\$ 400.00
16	R&R White Left Turn Lane Arrow Markings	EA	1	\$ 400.00	\$ 400.00
<b>TOTAL BID</b>					<b>\$ 177,891.25</b>

- **BID IN WORDS:**

one hundred seventy seven thousand eight hundred ninety  
one and 25/100 Dollars

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

**ADDENDUM NO. 1**

to the

BIDDING AND CONTRACT DOCUMENTS

for the

CY AVENUE IMPROVEMENTS –  
SOUTH SPRUCE STREET TO SOUTH ASH STREET  
PROJECT NO. 17-090

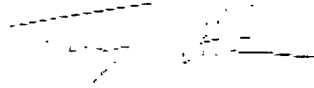
by

CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: January 8, 2018

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

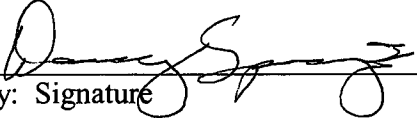
APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

Installation & Service Co, Inc.  
Firm

  
By: Signature

Vice President  
Title

January 8, 2018  
Date Received

RESOLUTION NO. 18-42

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION AND SERVICE CO., INC., FOR THE CY AVENUE IMPROVEMENTS – SOUTH SPRUCE STREET TO SOUTH ASH STREET, PROJECT NO. 17-090.

WHEREAS, the City of Casper desires to make surfacing improvements to CY Avenue between South Spruce Street and South Ash Street; and,

WHEREAS, Installation and Service Co., Inc., is able and willing to provide those services specified as CY Avenue Improvements – South Spruce Street to South Ash Street, Project No. 17-090; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Seventeen Thousand Dollars (\$17,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

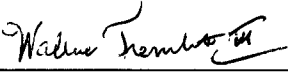
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Installation and Service Co., Inc., for those services, in the amount of One Hundred Seventy-Seven Thousand Eight Hundred Ninety-One Dollars and 25/100 (\$177,891.25).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Seventy-Seven Thousand Eight Hundred Ninety-One Dollars and 25/100 (\$177,891.25), and Seventeen Thousand Dollars (\$17,000.00) for a construction contingency account, for a total project amount of One Hundred Ninety-Four Thousand Eight Hundred Ninety-One Dollars and 25/100 (\$194,891.25).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Seventeen Thousand Dollars (\$17,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:  
(CY Avenue Improvements – South Spruce Street to South Ash Street, Project No. 17-090)

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

February 5, 2018

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

FROM: Andrew Beamer, P.E., Public Services Director <sup>AB</sup>  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing a Wyoming Department of Transportation (WYDOT) LP-3 Acceptance Certificate for the West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18.

Meeting Type & Date

Regular Council Meeting  
March 6, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a WYDOT acceptance certificate for the West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18.

Summary

WYDOT is requesting the City execute Form LP-3, Acceptance Certificate, for the West Yellowstone Highway and Walnut Street Reconstruction Project. The form acknowledges the City's acceptance of the project as complete in accordance with the plans and specifications prepared by WYDOT.

Financial Considerations

N/A

Oversight/Project Responsibility

Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments

Resolution  
WYDOT Acceptance Certificate

### Acceptance Certificate

City of Casper

hereby accepts project STPU-CA-HP 0.00 4109011 and ARSCT 0.00 4109A02 Combined

Casper Streets (West Yellowstone Highway)

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, as completed in accordance with plans and specifications prepared by the Wyoming Department of Transportation.

Wyoming Department of Transportation

\_\_\_\_\_  
(District Engineer)

\_\_\_\_\_  
(Mayor or Chairman)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

\_\_\_\_\_  
(Member)

RESOLUTION NO.18-43

A RESOLUTION AUTHORIZING A WYDOT LP-3 ACCEPTANCE CERTIFICATE FOR THE WEST YELLOWSTONE HIGHWAY AND WALNUT STREET RECONSTRUCTION, PROJECT NO. 14-18

WHEREAS, the City of Casper desires to execute a WYDOT LP-3 Acceptance Certificate for the West Yellowstone Highway and Walnut Street Reconstruction, Project 14-18.

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 WYDOT LP-3 Acceptance Certificate.

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



February 7, 2018

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

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

SUBJECT: Authorizing an agreement with JTL Group, Inc., DBA Knife River, Inc., in the amount of \$269,893.70, for the Goodstein Mill and Overlay, Project No. 18-014.

Meeting Type & Date:  
Regular Council Meeting  
March 6, 2018

Action Type  
Resolution

Recommendation:  
That Council, by resolution, authorize an agreement with JTL Group, Inc., DBA Knife River, Inc., in the amount of \$269,893.70, for the Goodstein Mill and Overlay, Project No. 18-014. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000, for a total project amount of \$289,893.70.

Summary:  
On Wednesday, February 7, 2018, six (6) bids were received for the Goodstein Mill and Overlay, Project No. 18-014. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Knife River</b>	<b>Casper, Wyoming</b>	<b>\$269,893.70</b>
Treto Construction	Casper, Wyoming	\$282,850.00
Installation & Service Co.	Mills, Wyoming	\$293,695.00
Grizzly Excavating	Casper, Wyoming	\$315,725.00
Ramshorn Construction	Casper, Wyoming	\$318,725.25
71 Construction	Casper, Wyoming	\$335,048.71

The project consists of asphalt surface mill and overlay and concrete valley gutter replacements along Goodstein Drive between South Chestnut Street and South Oak Street. The completion date for the project is August 24, 2018. The estimate prepared by the City Engineering Division was \$305,000.

Knife River, Inc.  
Goodstein Mill & Overlay  
Project No. 18-014

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations:

Funding for this project will be from 2018 Miscellaneous Arterials & Collectors Funds.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with JTL Group, Inc., DBA Knife River, Inc., PO Box 730, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to mill and overlay and complete concrete valley gutter replacements along Goodstein Drive between South Chestnut Street and South Oak Street and,

WHEREAS, Knife River, Inc., is able and willing to provide those services specified as the Goodstein Mill and Overlay Project No. 18-014.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Goodstein Mill and Overlay Project No. 18-014, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 24, 2018 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 7, 2018.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in

paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Sixty-Nine Thousand Eight Hundred Ninety-Three and 70/100 Dollars (\$269,893.70) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4 and BS-1).
- 8.4 Addenda No. (1).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of eight (8) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:  

**Goodstein Mill and Overlay Project No. 18-014**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

ATTEST:

JTL Group, Inc., DBA Knife River, Inc.

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
Goodstein Mill and Overlay  
Project No. 18-014

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by ~~June 15~~, *per 2/7/18* August 24, 2018, and completed and ready for final payment not later than ~~June 30~~, *September 7* 2018 in accordance *per Addendum* with the Bidding Documents.  
*per 2/7/18 per Addendum 1*
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
Addendum No.   2   Dated   2/2/18    
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or



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

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

TOTAL BASE BID, IN NUMERALS: \$ 265,773.70

TOTAL BASE BID, IN WORDS: Two Hundred Sixty Five Thousand Seven Hundred Seventy Three and 70/100 DOLLARS.  
Seventy cents.

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

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: JTL Group, Inc. dba Knife River, Inc  
PO Box 730  
Casper, WY 82602

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

Submitted on February 7<sup>th</sup>, 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: JTL Group, Inc dba Knife River, Inc (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Mike Haynes (seal)

Mike Haynes Vice President/General Manager  
(Title)

(Seal)

Attest: Phil Ostrander

Business Address: JTL Group, Inc dba Knife River, Inc.  
PO Box 730  
Casper, WY 82602

Phone Number: (307) 237-9346

A JOINT VENTURE

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

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

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

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

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

**BID SCHEDULE**  
 Modified by Addendum #1 dated February 2, 2018  
 Goodstein Mill and Overlay  
 Project No. 18-014

Bid Date: February 7, 2018

COMPANY NAME: JTL Group, Inc., dba Knife River, Inc.  
 ADDRESS: PO Box 730, Casper, WY 82602

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

LS = Lump Sum  
 SY = Square Yard

R&R = Remove and Replace  
 FA = Force Account

LF = Linear Feet  
 CY = Cubic Yard

F&I = Furnish and Install  
 EA = Each

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$ 9,350.00	\$ 9,350.00
2	Install Project Signs	EA	2	\$ 441.00	\$ 882.00
3	Asphalt Pavement Section Materials Testing	LS	1	\$ 2,165.00	\$ 2,165.00
4	Remove Asphalt Surfacing by Cold Milling	SY	9000	\$ 2.00	\$ 18,000.00
5	R&R Asphalt Pavement Section (4" Pvmt/6" Base)	SY	600	\$ 41.20	\$ 20,600.00
6	Sub-Excavate and Install Foundation Material	CY	50	\$ 62.50	\$ 3,125.00
7	Furnish & Install Asphalt Leveling Course	TON	75	\$ 113.50	\$ 8,512.50
8	F&I 2" Asphalt Overlay	TON	1500	\$ 77.70	\$ 116,550.00
9	Adjust Manhole Top & Install 5'x5' Concrete Diamond	EA	14	\$ 1,285.00	\$ 17,990.00
10	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	16	\$ 695.00	\$ 11,120.00
11	R&R Concrete Valley Gutter w/Basecourse	SF	3500	\$ 8.65	\$ 30,275.00
12	R&R Concrete Curbwalk/Sidewalk with Type II or III ADA Ramp	SF	500	\$ 25.00	\$ 12,500.00
13	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	4	\$ 113.55	\$ 454.20
14	F&I Temporary Traffic Control	LS	1	\$ 14,250.00	\$ 14,250.00
<b>TOTAL BASE BID (ADDITION OF ITEMS 1 - 14)</b>					<b>\$ 265,773.70</b>

**ADDENDUM NO. 1**

to the

BIDDING AND CONTRACT DOCUMENTS

for the

GOODSTEIN MILL AND OVERLAY  
CITY ENGINEERING PROJECT NO. 18-014

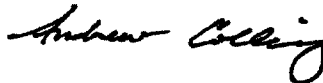
by

CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: February 2, 2018

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

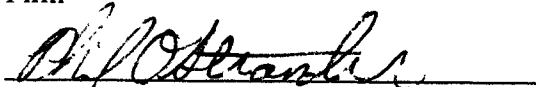
APPROVED: (CITY OF CASPER)



Andrew Colling, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

JTL Group, Inc dba Knife River, Inc.  
Firm

  
By: Signature

Estimator/Project Manager  
Title

2/2/18  
Date Received

**ADDENDUM NO. 1**

for the

**GOODSTEIN MILL AND OVERLAY  
PROJECT NO. 18-014**

for the

City of Casper, Wyoming

ADDENDUM DATE: February 2, 2018

This addendum to the project manual is hereby made a part of the Contract Documents for the above titled project, to the same extent as though it were originally contained therein.

All bidders are expected to thoroughly examine each item enumerated herein, regardless of its apparent application and shall be responsible for furnishing all labor and materials required in the division of work that the items indicate.

- 1. Substantial Completion deadline will be changed to August 24, 2018 and Final Completion to September 7, 2018.**
- 2. Bid Form, Section 1: Replace June 15, 2018 with August 24, 2018 and June 30, 2018 with September 7, 2018.**
- 3. Standard Form of Agreement, Article 3, Contract Time: Replace substantial completion date of June 15, 2018 with August 24, 2018 and final completion date of June 30, 2018 with September 7, 2018.**
- 4. Replace Bid Schedule with attached Bid Schedule dated February 2, 2018. This change will reflect an addition of Bid Item 3 – Asphalt Pavement Section Materials Testing.**
- 5. Replace Section 01650 Measurement and Payment, with attached Measurement and Payment Section 01650 dated February 2, 2018. This change will reflect an addition of Bid Item 3 – Asphalt Pavement Section Materials Testing.**
- 6. Clarification – Section 304. Asphaltic Concrete Pavement. 304.02 Materials. H. Binder shall be PG 64-28 for final lift applications in areas of mill and overlay. PG 64-22 binder may be used for patching bottom lifts and asphalt patching associated with Valley Gutter Replacements.**
- 7. Clarification – Section 403. Prime Coat. Prime Coat of base course will not be required in areas of full depth replacement.**

Addendum 1, Page 2

- 8. Clarification – Section 01810. Special Provisions. 2.03. Pavement Replacement at New Concrete Flatwork. In the case of valley gutters, asphalt shall be removed five feet (5') back from both sides. Asphalt patch shall be considered a pay item under bid item 5 – R&R Asphalt Pavement Section. PG 64-22 binder may be used in this application.**
- 9. Clarification – Section 01810. Special Provisions. 2.09. 2” Cold Rotomilling to be Performed by Contractor. B. 4. Deliver and dump removed material to City-owned property at the northeast corner of K Street & Bryan Stock Trail.**
- 10. Sand will be available from the landfill to contractors, subject to the conditions of the landfill.**
- 11. See attached Asphalt Core Report from Inberg-Miller Engineers.**

End of Addendum No. 1

RESOLUTION NO.18-44

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, INC., FOR THE GOODSTEIN MILL AND OVERLAY PROJECT NO. 18-014.

WHEREAS, the City of Casper desires to perform surface mill and overlay and concrete valley gutter replacements along Goodstein Drive between South Chestnut Street and South Oak Street for the Goodstein Mill and Overlay Project; and,

WHEREAS, JTL Group, Inc., DBA Knife River, Inc., is able and willing to provide those services specified as Goodstein Mill and Overlay Project, No. 18-014; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with JTL Group, Inc., DBA Knife River, Inc., for those services, in the amount of Two Hundred Sixty-Nine Thousand Eight Hundred Ninety-Three and 70/100 Dollars (\$269,893.70).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Sixty-Nine Thousand Eight Hundred Ninety-Three and 70/100 Dollars (\$269,893.70) and Twenty Thousand Dollars (\$20,000.00) for a construction contingency account, for a total project amount of Two Hundred Eighty-Nine Thousand Eight Hundred Ninety-Three and 70/100 Dollars (\$289,893.70).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

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



APPROVED AS TO FORM:

*Waline Tremel*  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

February 16, 2018

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Daniel Griswold, Deputy Chief of Operations/Training  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Caspar Building Systems, Inc., in the amount of \$2,985,212.00, for the Casper Fire-EMS Station #5, Project No. 16-050

Meeting Type & Date  
Regular Council Meeting  
March 6, 2018

Action Type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Caspar Building Systems, Inc., for the Fire Station #5, Project No. 16-050, in the amount of \$2,985,212.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$120,000.00, for a total project amount of \$3,105,212.00.

Summary

The current Fire Station #5 located at 4000 East 15<sup>th</sup> Street is 40 years old. Relocating the fire station to the intersection of Landmark Drive and Pay it Forward Drive allows improved response times to the east side of the City. The new station will have lower maintenance costs, upgraded technology, and will accommodate larger and future apparatus and personnel needs.

On Thursday, February 15, 2018, five (5) bids were received from contractors to construct a new Fire Station #5. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Caspar Building Systems</b>	<b>Casper, Wyoming</b>	<b>\$2,985,212.00</b>
Haass Construction	Casper, Wyoming	\$3,224,800.00
Pope Construction	Mills, Wyoming	\$3,259,600.00
Sampson Construction	Cheyenne, Wyoming	\$3,329,000.00
Grizzly Excavation and Const.	Casper, Wyoming	\$3,358,000.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state contractor, no bid preference was granted.

Work is scheduled to be completed by January 25, 2019. The estimate prepared by GSG Architecture was \$2,857,245.00.

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

Recommendation Letter from GSG

Agreement

Resolution

**STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "Owner," and Caspar Building Systems, Inc., 1975 Old Salt Creek Highway, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to construct a new Fire-EMS Station No. 5; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as the **Casper Fire-EMS Station No. 5, Project No. 16-050**.

NOW, THEREFORE, it is hereby agreed as follows:

**ARTICLE 1. WORK.**

Contractor shall perform all the work required by the Contract Documents as described in the Project Manual and in the Contract Documents for completion of the **Casper Fire-EMS Station No. 5, Project No. 16-050**, hereinafter referred to as the "Work".

**ARTICLE 2. ENGINEER.**

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

**ARTICLE 3. CONTRACT TIME.**

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all structural work, landscaping, and paving and concrete work associated with parking and curb and gutter.
- 3.2 The Work will be substantially completed by **January 25, 2019**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **February 25, 2019**. Final completion shall include all concrete work, landscaping and clean-up.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.2 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.2 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Lumped Sum Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Million Nine Hundred Eighty-Five Thousand Two Hundred Twelve and 00/100 Dollars (\$2,985,212.00), subject to additions and deductions by Change Order approved by the Owner. Bid Form, included as Exhibit "A" (pages BF-1 through BF-4) and by this reference is made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement
  - 5.1.1 Prior to payment of 50% of Total Contract Price, progress payments will be made in an amount equal to 90% of the Work completed, and 90% of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of 50% of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 2.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.12 General Provisions, consisting of five (5) sections.

- 8.13 Special Provisions (Pages Sp-1 to Sp-5, inclusive).
- 8.14 Contract Drawings, consisting of 51 sheets, with each sheet bearing the following general title:

**Casper Fire–EMS Station No. 5, Project 16-050**

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

**ARTICLE 9. GOVERNMENTAL CLAIMS ACT**

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

**ARTICLE 10. MISCELLANEOUS PROVISIONS.**

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

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

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



APPROVED AS TO FORM:  
(Casper Fire-EMS Station No. 5)

Walter Tremel

ATTEST:

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

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

ATTEST:

By: Fleur D. Tremel

Title: City Clerk

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

By: Ray Pacheco

Title: Mayor

# REVISED

## EXHIBIT "A"

### STANDARD

### BID FORM

(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper  
Casper Fire-EMS Station No. 5  
Project No. 16-050

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

- A. 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 **January 25, 2019** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **February 25, 2019**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for forty-five (45) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
- A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):
- |                             |                       |
|-----------------------------|-----------------------|
| Addendum No. <u>ONE (1)</u> | Dated <u>2-2-2-18</u> |
| Addendum No. <u>TWO (2)</u> | Dated <u>2-9-2018</u> |
- B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, 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 will complete the Work for unit price(s) scheduled below based on materials actually furnished and installed and services actually provided. The Bid is summarized below:

TOTAL COMBINED BID, IN NUMERALS: \$ # 2,985,212.00

TOTAL COMBINED BID, IN WORDS: Two Million Nine Hundred Eighty Five Thousand Two Hundred Twelve DOLLARS.

ALLOWANCE (per Section 01 2000): Include the stipulated sum of \$ 11,068.00 for tap fees and system investment charges.

UNIT PRICES: (Not considered an alternate, provide for use as determined during construction. See Specification Section 01 2200)

- A. Application of Drilled Piers; Section 31 6329:
  - i. # 8.55 DOLLARS PER LINEAR FOOT.
- B. Application of Temporary Irrigation; Section 32 8400:
  - i. # 0.20 DOLLARS PER SQUARE FOOT.

- 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. Non-Collusive Affidavit.
  - C. Certificate of Non-Discrimination.
  - D. Certificate of Residency Status.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: CASPAR BUILDING SYSTEMS, INC.  
1975 OLD SALT CREEK HIGHWAY  
CASPER, WY 82601

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

Submitted on FEBRUARY 15, 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: CASPER BUILDING SYSTEMS, INC. (seal)  
(Corporation's or Limited Liability Company's Name)

WYOMING  
(State of Incorporation of Organization)

By:  (seal)  
STEPHEN F. SASSER, PRESIDENT

(Title)

(Seal)

Attest:   
WES HAYDEN, GENERAL MANAGER

Business Address: CASPAR BUILDING SYSTEMS, INC.  
1975 OLD SALT CREEK HIGHWAY  
CASPER, WY 82601

Phone Number: 307-235-5690

A JOINT VENTURE

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

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

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

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

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

February 15, 2018

Ethan Yonker, P.E., City Engineer  
City of Casper  
200 N. David St.  
Casper, Wyoming 82601

Re: Casper Fire-EMS Station No. 5  
Recommendation to Accept Bid

Dear Ethan:

I have reviewed the apparent low bid of \$2,985,212.00 submitted by Caspar Building Systems, Inc. for the New Casper Fire-EMS Station No. 5. It is the recommendation of GSG Architecture to the City of Casper to issue a Notice of Intent to Award to Caspar Building Systems, Inc. and proceed with contract negotiations. It is my understanding that the award will be considered at the March 6, 2018 City Council meeting. A total of five (5) bids were received, ranging from the low bid of \$2,985,212.00 to the high of \$3,358,000.00. A copy of the bid tabulation is attached.

My review included evaluating the sub-contractor list submitted as a bid requirement. All subcontractors listed, with the exception of one (1), are Wyoming residents to the best of my knowledge and were declared so by Caspar Building Systems. I also spoke with Wes Hayden, the general manager of Caspar Building Systems and confirmed the substantial completion date of January 25, 2019 was achievable and will be part of their contract terms.

I have also attached a newly prepared Total Budget sheet which includes the lump sum bid for construction, professional fees and estimates for contingencies and utility company costs. It is our opinion that all necessary costs known to GSG Architecture will fall within the \$3,600,000.00 budget that we were charged to work within.

It is my opinion that Caspar Building Systems is qualified and capable of completing this project within the requirements of the contract documents. All sub-contractors listed are valid and also appear qualified and capable of completing this project.

Please call if you have any questions. We look forward to beginning the construction administration for this project and working with both the City and Caspar Building Systems.

Sincerely,



James Holloway, AIA  
Project Principal

Enclosures

cc: Dan Griswold, Division Chief of Operations  
Wes Hayden, Caspar Building Systems, Inc

PROJECT: Casper Fire-EMS Station No. 5

GSG PROJECT #: 2012

DATE: February 15, 2018  
11:00 A.M.

BIDDER	Caspar Building Systems Casper, WY	Haass Construction Casper, WY	Pope Construction Mills, WY	Sampson Construction Cheyenne, WY	Grizzly Excavation & Construction Casper, WY	
ADDENDA REC'D	1 & 2	1 & 2	1 & 2	1 & 2	1 & 2	
WYO RESIDENT	Yes	Yes	Yes	N/P	Yes	
BID SECURITY	5%	5%	5%	5%	5%	
LIST OF SUBCONTRACTORS	Yes	Yes	Yes	N/P	Yes	
NON-DISCRIMINATION CERT.	Yes	Yes	Yes	N/P	Yes	
NON-COLLUSIVE AFFIDAVIT	Yes	Yes	Yes	N/P	Yes	

BASE BID	\$ 2,985,212	\$ 3,224,800	\$ 3,259,600	\$ 3,329,000	\$ 3,358,000	
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UNIT PRICE: Application of Drilled Piers	\$ 8.55/LF	\$ 40/LF	\$ 45/LF	\$ 60/LF	\$ 55/LF	
UNIT PRICE: Application of Temporary Irrigation	\$ 0.20/SF	\$ 1.00/SF	\$ 0.16/SF	\$ 2.00/SF	\$ 0.20/SF	

N/P: Not Provided

GSG Architecture appreciates the efforts of all bidders and expresses our sincere thanks.

RESOLUTION NO. 18-45

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR THE CASPER FIRE-EMS STATION #5, PROJECT NO. 16-050

WHEREAS, the City of Casper desires to construct a new Fire-Ems Station #5; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as the Casper Fire-EMS Station #5, Project No. 16-050; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Caspar Building Systems, Inc., for those services, in the amount of Two Million Nine Hundred Eighty-Five Thousand Two Hundred Twelve and 00/100 Dollars (\$2,985,212.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Two Million Nine Hundred Eighty-Five Thousand Two Hundred Twelve and 00/100 Dollars (\$2,985,212.00) and One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) for a construction contingency account, for a total price of Three Million One Hundred Five Thousand Two Hundred Twelve and 00/100 Dollars (\$3,105,212.00).


BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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



(Resolution – Casper Fire-EMS Station #5, Project No. 16-050)

APPROVED AS TO FORM:



---

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

March 12, 2018

MEMO TO: J. Carter Napier, City Manager *xc*  
FROM: Liz Becher, Community Development Director *lb*  
Craig Collins, AICP, City Planner  
SUBJECT: Resolution Accepting a Grant from the Wyoming State Historic Preservation Office

Meeting Type & Date: Regular Council Meeting March 6, 2018.

Action Type: Resolution.

Recommendation: That Council, by resolution, accept a grant from the Wyoming State Historic Preservation Office in the amount of \$7,500, to be used for the completion of a Preservation Strategic Plan.

Summary: Each year, the Wyoming State Historic Preservation Office transfers at least ten (10) percent of its annual federal appointment to Certified Local Governments (CLG) as a grant for local projects. The City of Casper has been awarded \$7,500 which is to be used to complete a Preservation Strategic Plan. Upon approval of the grant by the City Council, staff will issue a Request for Quotes (RFQ) to find a private consultant to assist the all-volunteer Historic Preservation Commission with putting together goals and programs to guide and focus its future efforts.

Financial Considerations: No City match is required.

Oversight/Project Responsibility: Craig Collins, AICP, City Planner, will administer the grant on behalf of the Historic Preservation Commission.

Attachments: Resolution  
Grant Agreement

**GRANT AGREEMENT BETWEEN  
THE STATE OF WYOMING,  
DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES  
STATE HISTORIC PRESERVATION OFFICE AND  
CITY OF CASPER HISTORIC PRESERVATION COMMISSION**

1. **Parties.** The parties to this Grant Agreement (Agreement) are the State of Wyoming, Department of State Parks and Cultural Resources, State Historic Preservation Office, (Department), whose address is 2301 Central Avenue, Cheyenne, WY 82002 and the City of Casper Historic Preservation Commission, by and through the City of Casper (Grantee), whose address is 200 N. David Street, Casper, WY 82601.
2. **Purpose of Agreement:** This Agreement is made for the purpose of contracting with the Grantee to complete the “Preservation Strategic Plan” project, described in Attachment A, Scope of Work, Attachment B, Budget, and Attachment C, Certifications pertaining to this Agreement, which are attached to and incorporated into this Agreement by this reference.
3. **Term of Agreement:** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through September 30, 2019. All services shall be completed during this term.
4. **Payment:** The Department agrees to pay the Grantee for the services described in Attachment A. **The total payment under this Agreement shall not exceed seven thousand, five hundred dollars [\$7,500.00], as described in Attachments A and B. Payment will be made to the Grantee when services are completed and an itemized invoice is received.** No payment shall be made for services performed before the Effective Date of this Agreement.
5. **Responsibilities of Grantee:** The services to be provided by Grantee are described in Attachment A. In providing the materials or services described in Attachment A, the Grantee further agrees as follows:
  - A. **Services.** The Grantee agrees to provide professional service to the satisfaction of the Department.
  - B. **Procurement Regulations.** The Grantee agrees to comply with Federal procurement regulations as stated in 44 C.F.R. Part 13 (OMB Circular A-102, The Common Rule), and the Wyoming State Historic Preservation Office Certified Local Government Grants Manual, which is incorporated into this Agreement by this reference. Consultants must be chosen on a competitive basis, or with written justification if by sole source. If applicable, the Grantee must submit a procurement report to the Department prior to submission of reimbursement requests.
  - C. **Federal and Non federal Share.** The Grantee must submit the appropriate supporting documentation for federal shares of money prior to submitting a reimbursement request. The documentation must meet federal requirements as stated in 44 C.F.R. Part 13 (OMB Circular A-102, The Common Rule), and the Wyoming State Historic Preservation Office Certified Local Government Grants Manual.
  - D. **Evaluation.** The Grantee shall allow evaluations to be made by the Department to evaluate fiscal and administrative compliance.

- E. Compliance with Laws.** In the interpretation, execution, and enforcement of this Agreement, the Grantee agrees to comply with all applicable state and federal laws, rules, and regulations. In addition to the terms detailed in this Agreement, all federal requirements governing grant agreements are applicable, specifically those regulations published by the Office of Management and Budget, including 44 C.F.R. Part 13 (OMB Circular A-102, The Common Rule, Grant Agreements and Cooperative Agreements with State and Local Governments); 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State and Local Governments); and OMB Circular A-128, Audits of State and Local Governments. The Single Audit Act of 1984, 31 U.S.C. 7501-7, further defines auditing responsibilities and the Grantee agrees to comply therewith. The Grantee agrees to comply with National Park Service regulations as defined in the Historic Preservation Fund Grants Manual. The Grantee agrees to comply with the regulations stated in the Wyoming State Historic Preservation Office Certified Local Government Grants Manual.
- F. Ownership of Documents.** If the Project has a final printed product such as a brochure, book, poster, etc., that is to be distributed to the general public, the Grantee agrees to provide five (5) copies of the product to the Department. Three (3) of the five (5) copies of the final product will be sent to the National Park Service by the Department for their files and the remaining two (2) copies will be retained by the Department. The Department, as an agent of the National Park Service, reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes the copyright in any work developed within this Agreement.
- G. Acknowledgment.** The Grantee must agree to acknowledge the financial assistance of the federal government, specifically the National Park Service, in any publication, interpretative sign, audio visual material, etc. Such materials must also include a nondiscrimination statement. **The Department will furnish the text for the acknowledgment and the nondiscrimination statement and the Grantee expressly agrees to use such text and no other for acknowledgement and nondiscrimination statement purposes.**
- H. Retention of Records.** The Grantee agrees to retain all required records for three (3) years after the Department makes final payment and all other matters relating to the Grant are concluded.
- I. Access.** The Grantee agrees to permit access by the National Park Service, the Department, the Comptroller General of the United States or any of their duly authorized representatives to any books, documents, papers, and records of the Grantee which are directly pertinent to this specific Agreement for purposes including but no limited to audit, examination, excerpts, and transcriptions.
- J. Prohibition of Lobbying.** The Grantee assures that it will comply with the prohibition against the use of sub-grant agreement funds for lobbying as stated in 18 U.S.C. 1913, "No part of the money appropriated by an enactment of Congress shall, in absence of express authorization by Congress, be used directly or indirectly to pay for personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or

appropriate, but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to members of Congress at the request of any member, or to Congress through the proper official channels, request for legislation of appropriations which they deem necessary for the efficient conduct of the public business.”

## 6. **Responsibilities of Department**

The State Historic Preservation Office will pay the Grantee for services as described in Attachment A.

## 7. **Special Provisions:**

- A. Availability of Funds.** The Department's obligation to pay the Grantee for services rendered pursuant to this Agreement is conditioned upon the availability of state or federal government funds, which are allocated to pay the Grantee and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If Agreement monies are not allocated and available for the Department to pay the Grantee for these services, the Department may terminate this Agreement at the end of the period for which the funds are available. The Department shall notify Grantee at the earliest possible time if this Agreement will or may be affected by a shortage of funds. No liability shall accrue to the Department in the event this provision is exercised, and the Department shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- B. Monitoring Activities.** The Department shall have the right to monitor all Agreement related activities of the Grantee and all sub-grantees. 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 Agreement related work.
- C. 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.
- D. Nondiscrimination.** The Grantee 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 of this Agreement. The Grantee shall include the provisions of this section in every sub-grant agreement awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each sub-grantee.
- E. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Grantee and related to the services and work

to be performed under the Agreement, shall identify the Department as the sponsoring agency and shall not be released without prior written approval from the Department.

## 8. General Provisions

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Department.
- D. **Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Grantee’s failure to comply with state or federal requirements. The Department shall notify the Grantee of any state or federal determination of noncompliance.
- E. **Audit and Access to Records.** The Department and any of its representatives shall have access to any books, documents, papers, and records of the Grantee, which are pertinent to this Agreement. The Grantee shall, immediately upon receiving written instruction from the Department, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers, electronic data, and records of the Grantee that are pertinent to this Agreement. The Grantee shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the Department.
- F. **Award of Related Agreements.** The Department may undertake or award supplemental or successor Agreements for work related to this Agreement or may award supplemental or successor agreements to other grantees for work related to this Agreement. The Grantee shall cooperate fully with other grantees and the Department in all such cases.
- G. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs,

photographs, data, and any other work provided to or produced by the Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by the Department for its release. If and when Grantee receives a request for information subject to this Agreement, Grantee shall notify the Department within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Department.

- I. Entirety of Agreement.** This Agreement, consisting of eight (8) pages; Attachment A, Scope of Work, consisting of one (1) page; Attachment B, Budget, consisting of one (1) page; and Attachment C, Certifications, consisting of three (3) pages, and the Wyoming State Historic Preservation Office Certified Local Government Grants Manual, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any document or attachment incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Grantee 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 Grantee's profession.
- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee 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 Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Department, or to incur any obligation of any kind on behalf of the State of Wyoming or the Department. The Grantee agrees that no health or hospitalization benefits, workers' compensation or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Grant agreement.
- N. Kickbacks.** The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Grantee breaches or

violates this warranty, the Department may, at its discretion, terminate this Agreement without liability to the Department, or deduct from the Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the addresses provided under this Agreement, either by regular mail or delivery in person.
- P. Patent or Copyright Protection.** The Grantee 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 Grantee or its sub-grantees will violate any such restriction.
- Q. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed and approved as to form by the Office of the Attorney General.
- R. Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Department expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- S. Taxes.** The Grantee 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.
- T. Termination of Agreement.** This Agreement may be terminated, without cause, by the Department upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement.
- U. Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- V. Time is of the Essence:** Time is of the essence in all provisions of the Agreement.
- W. Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.



- X. **Waiver:** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.
  
- Y. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Department.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

9. **Signatures:** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, that they have the authority to sign it.

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

**STATE HISTORIC PRESERVATION OFFICE**

\_\_\_\_\_  
Mary Hopkins  
State Historic Preservation Officer

\_\_\_\_\_  
Date

**CITY OF CASPER HISTORIC PRESERVATION COMMISSION,  
BY AND THROUGH CITY OF CASPER**

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

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #176447  
\_\_\_\_\_  
Tyler M. Renner, Assistant Attorney General

\_\_\_\_\_  
2/2/18  
Date

## Attachment A

### SCOPE OF WORK

**Product: Preservation Strategic Plan**

City of Casper Historic Preservation Commission will hire a contractor to lead the Commission and Casper City Staff, through a public engagement process, through a strategic planning process. Consultant will be required to have experience and knowledge of historic preservation policies and programs, best practices in preservation, public outreach, and federal, state, and local laws and policies related to historic preservation.

**Grantee will provide to the Department:**

- 1) A procurement report indicating fair bid practices for hiring a consultant are followed by: a) running an ad in the newspaper for the consultant; b) sending an RFP sent to at least three consultants; or c) sole sourcing the project.  
The project can be sole sourced by providing a written justification as to why you chose to hire a particular consultant. **Given that CLG grants are Federal dollars the preferred method is to seek bids from prospective contractors. Sole Source justifications are not intended to be the norm, but rather the exception. CLG grant recipients are HIGHLY encouraged to seek competitive bids for any contracted work.**  
**The RFP must include a qualification requirement of having experience and skills in historic architecture. The State Historic Preservation Office will participate in the review of RFP proposals to assist in identifying the consultant.**

The procurement report must include supporting documentation such as: a) a copy of the newspaper ad, any responses you receive, and what the selected consultant submits, including the consultant's professional qualifications; b) a list of the consultants an RFP was sent to along with any responses received; or, c) the sole source justification. A consultant will be formally retained on or before July 1, 2018 or this project will be cancelled.

- 2) One electronic copy of the Strategic Plan will be provided to the State Historic Preservation Office on a flash drive.
- 3) Copies of canceled checks representing cash match, time donation forms, receipts, travel log sheets, etc. along with a Reimbursement Request Form signed by the Project Coordinator. These materials must be received before reimbursement funds will be provided. All reimbursement requests will be submitted to the Wyoming State Historic Preservation Office no later than August 31, 2019.
- 4) The original copies of this grant agreement with signatures on page 8 and on Attachment C, page 3 must be received before the project may begin.

**Attachment B**

**SCHEDULE OF PAYMENTS**

The total federal cost of the project **SHALL NOT EXCEED** seven thousand five hundred dollars (\$7,500.00).

<b>BUDGET</b>	<b>FEDERAL</b>	<b>MATCH</b>	<b>TOTAL</b>
Consultant	7,500	4,500	12,000
Public Outreach and Engagement		1,000	1,000
<b>TOTAL</b>	<b>\$7,500.00</b>	<b>\$5,500.00</b>	<b>\$13,000.00</b>

City of Casper Historic Preservation Commission will be reimbursed by the Department of State Parks & Cultural Resources upon receipt of the reimbursement request form; proper documentation of all approved budget expenses; documentation of match; and a progress report/final project report.

Payment from State Historic Preservation Office (SHPO) may be requested at various times during the project; however, one-third of the grant funds will be withheld until the project is completed and required paperwork received by SHPO. Please refer to the CLG manual for grant procedures and call Erica Duvic, Certified Local Government Program Coordinator at 777-3418 or Renée Bovée, Certified Local Government Grants Manager at 777-6312 if you have questions.

The grant period ends September 30, 2019. All grant project documentation and related paperwork must be received by SHPO no later than August 31, 2019.

**Attachment C  
CERTIFICATIONS**

**U.S. Department of the Interior**

**Certifications Regarding Debarment, Suspension and  
Other Responsibility Matters, Drug-Free Workplace  
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

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**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Covered Transactions**

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*CHECK \_\_\_\_\_ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -  
Lower Tier Covered Transactions**

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*CHECK \_\_\_\_\_ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.*

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

This form was electronically produced by Elite Federal Forms, Inc.

DI-2010  
June 1995  
This form replaces DI-1953, DI-1954  
DI-1955, DI-1956 and DI-1963.

Attachment C to Grant Agreement Between  
The State of Wyoming Department of State Parks & Cultural Resources  
State Historic Preservation Office and  
City of Casper Historic Preservation Commission

**PART C: Certification Regarding Drug-Free Workplace Requirements**

CHECK \_\_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

**Alternate I. (Grantees Other Than Individuals)**

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_ if there are workplaces on files that are not identified here.

**PART D: Certification Regarding Drug-Free Workplace Requirements**

CHECK \_\_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

**Alternate II. (Grantees Who Are Individuals)**

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant

01-2010  
June 1995  
This form replaces OI-1953, OI-1954,  
OI-1955, OI-1956 and OI-1963.

**PART E: Certification Regarding Lobbying**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK  IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK  IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE


DI-201G  
JUNE 1993  
This form replaces DI 1953 DI-1954  
DI-1958 DI-1959 and DI-1963.

Attachment C to Grant Agreement Between  
The State of Wyoming Department of State Parks & Cultural Resources  
State Historic Preservation Office and  
City of Casper Historic Preservation Commission

APPROVAL AS TO FORM

I have reviewed the attached "*Grant Agreement Between the State of Wyoming, Department of State Parks and Cultural Resources State Historic Preservation Office and City of Casper Historic Preservation Commission,*" and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: February 7, 2018.



---

Wallace Trembath III  
Assistant City Attorney



RESOLUTION NO.18-46

A RESOLUTION ACCEPTING A GRANT FROM THE WYOMING STATE HISTORIC PRESERVATION OFFICE FOR THE COMPLETION OF A PRESERVATION STRATEGIC PLAN.

WHEREAS, each year the Wyoming State Historic Preservation Office transfers at least ten percent of its annual federal apportionment to Certified Local Governments (CLG) as a grant for local projects; and,

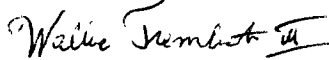
WHEREAS, the Casper CLG, represented by the Casper Historic Preservation Commission, is in good standing and has been awarded a Seven Thousand Five Hundred Dollar (\$7,500) grant to complete a Preservation Strategic Plan; and,

WHEREAS, the City of Casper desires to accept the grant from the Wyoming State Historic Preservation Office.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant is hereby accepted, and the Mayor is hereby authorized and directed to execute a Grant Agreement between the Wyoming State Historic Preservation Office and the City of Casper.

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

MEMO TO: The Honorable Mayor, Ray Pacheco and Councilmembers  
FROM: Tracey Belser, Support Services Director  
DATE: February 27, 2018  
SUBJECT: Removal of Punitive Damage Clause

Recommendation:

That an amount of \$50 consideration be provided to the following employees for removal of the 2015 Amendment to Employment Agreements, or removal of clause (below) in their actual employment agreements:

*Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of this Agreement.*

City Council employees who have this Amendment:

Nichole Collier      Kara Fink      Robert Hand  
Keith Nachbar

Summary:

In June 2015, City Manager Patterson, City Attorney Luben, and Assistant City Manager McDonald created an Amendment to existing division manager and department head employment agreements regarding punitive damages since City Manager Patterson had City Council approve of such an amendment to his own employment agreement. There are a few employees who had employment agreements written after the 2015 Amendment and the clause was incorporated into their actual employment agreement. My understanding is that you no longer desire to have this clause as it is not in the City's best interest for public policy. Therefore, since July 2017, the clause is no longer incorporated into new employment agreements.

I've consulted with outside legal for an opinion on this matter. No consideration was given when the clause was added, and that is why a minimal amount of \$50 is being recommended for consideration to remove the clause. Nothing is required; this is just a consideration due to the inconvenience and confusion it has created with this clause being added/removed in employment agreements.

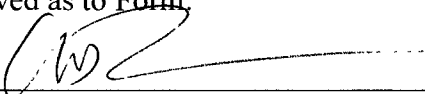
AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
NICHOLE COLLIER

Now on this 6<sup>th</sup> day of March, 2018, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and Nichole Collier (the "Employee"), shall be amended to exclude the following provision in any Employment Agreement, or Amendment to the Employment Agreement (2015):

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

In consideration of this Amendment which will exclude the above provision in any Employment Agreement, or Amendment to the Employment Agreement (2015), an amount of Fifty Dollars (\$50.00), subject to tax, will be provided to the Employee. This Amendment is agreed to and accepted by the parties executing below:

Approved as to Form:

  
\_\_\_\_\_

THE CITY OF CASPER, WYOMING:

By: \_\_\_\_\_  
Ray Pacheco, Mayor

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

RESOLUTION NO.18-47

A RESOLUTION AUTHORIZING AMENDMENT OF EMPLOYMENT AGREEMENT WITH NICHOLE COLLIER, FOR MUNICIPAL COURT JUDGE 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 City Clerk to attest, an Amendment to the Employment Agreement with Nichole Collier, for Municipal Court Judge services, in the manner and form set out below.

The Employment Agreement between the City of Casper, Wyoming (the "City"), and Nichole Collier (the "Employee"), shall be amended to exclude the following provision in any Employment Agreement, or Amendment to the Employment Agreement (2015):

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.


WHEREAS it is in the best interest of the City of Casper to amend certain employment agreements to remove a clause indemnifying the subject employee for actual, consequential, punitive, or exemplary damages; and

WHEREAS the City will provide the affected employee Fifty Dollars (\$50.00) as just and adequate consideration for this amendment.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make consideration for this Amendment in the form of a payment of Fifty Dollars (\$50.00), subject to tax to Nichole Collier.

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

MEMO TO: The Honorable Mayor, Ray Pacheco and Councilmembers  
FROM: Tracey Belser, Support Services Director  
DATE: February 27, 2018  
SUBJECT: Removal of Punitive Damage Clause

Recommendation:

That an amount of \$50 consideration be provided to the following employees for removal of the 2015 Amendment to Employment Agreements, or removal of clause (below) in their actual employment agreements:

*Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of this Agreement.*

City Council employees who have this Amendment:

Nichole Collier          Kara Fink                  Robert Hand  
Keith Nachbar

Summary:

In June 2015, City Manager Patterson, City Attorney Luben, and Assistant City Manager McDonald created an Amendment to existing division manager and department head employment agreements regarding punitive damages since City Manager Patterson had City Council approve of such an amendment to his own employment agreement. There are a few employees who had employment agreements written after the 2015 Amendment and the clause was incorporated into their actual employment agreement. My understanding is that you no longer desire to have this clause as it is not in the City's best interest for public policy. Therefore, since July 2017, the clause is no longer incorporated into new employment agreements.

I've consulted with outside legal for an opinion on this matter. No consideration was given when the clause was added, and that is why a minimal amount of \$50 is being recommended for consideration to remove the clause. Nothing is required; this is just a consideration due to the inconvenience and confusion it has created with this clause being added/removed in employment agreements.

AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
KARA C. FINK

Now on this 6th day of March, 2018, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and Kara C. Fink (the "Employee"), shall be amended to exclude the following provision in any Employment Agreement, or Amendment to the Employment Agreement (2015):

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

In consideration of this Amendment which will exclude the above provision in any Employment Agreement, or Amendment to the Employment Agreement (2015), an amount of Fifty Dollars (\$50.00), subject to tax, will be provided to the Employee. This Amendment is agreed to and accepted by the parties executing below:

Approved as to Form

  
\_\_\_\_\_

THE CITY OF CASPER, WYOMING:

By: \_\_\_\_\_  
Ray Pacheco, Mayor

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

RESOLUTION NO.18-48

A RESOLUTION AUTHORIZING AMENDMENT OF EMPLOYMENT AGREEMENT WITH KARA C. FINK, FOR MUNICIPAL COURT JUDGE 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 City Clerk to attest, an Amendment to the Employment Agreement with Kara C. Fink, for Municipal Court Judge services, in the manner and form set out below.

The Employment Agreement between the City of Casper, Wyoming (the "City"), and Kara C. Fink (the "Employee"), shall be amended to exclude the following provision in any Employment Agreement, or Amendment to the Employment Agreement (2015):

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

WHEREAS it is in the best interest of the City of Casper to amend certain employment agreements to remove a clause indemnifying the subject employee for actual, consequential, punitive, or exemplary damages; and

WHEREAS the City will provide the affected employee Fifty Dollars (\$50.00) as just and adequate consideration for this amendment.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make consideration for this Amendment in the form of a payment of Fifty Dollars (\$50.00), subject to tax to Kara C. Fink.

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

MEMO TO: The Honorable Mayor, Ray Pacheco and Councilmembers  
FROM: Tracey Belser, Support Services Director  
DATE: February 27, 2018  
SUBJECT: Removal of Punitive Damage Clause

Recommendation:

That an amount of \$50 consideration be provided to the following employees for removal of the 2015 Amendment to Employment Agreements, or removal of clause (below) in their actual employment agreements:

*Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of this Agreement.*

City Council employees who have this Amendment:

Nichole Collier          Kara Fink                  Robert Hand  
Keith Nachbar

Summary:

In June 2015, City Manager Patterson, City Attorney Luben, and Assistant City Manager McDonald created an Amendment to existing division manager and department head employment agreements regarding punitive damages since City Manager Patterson had City Council approve of such an amendment to his own employment agreement. There are a few employees who had employment agreements written after the 2015 Amendment and the clause was incorporated into their actual employment agreement. My understanding is that you no longer desire to have this clause as it is not in the City's best interest for public policy. Therefore, since July 2017, the clause is no longer incorporated into new employment agreements.

I've consulted with outside legal for an opinion on this matter. No consideration was given when the clause was added, and that is why a minimal amount of \$50 is being recommended for consideration to remove the clause. Nothing is required; this is just a consideration due to the inconvenience and confusion it has created with this clause being added/removed in employment agreements.



AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
ROBERT J. HAND, JR.

Now on this 6th day of March, 2018, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and Robert J. Hand, Jr. (the "Employee"), shall be amended to exclude the following provision in any Employment Agreement, or Amendment to the Employment Agreement (2015):

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

In consideration of this Amendment which will exclude the above provision in any Employment Agreement, or Amendment to the Employment Agreement (2015), an amount of Fifty Dollars (\$50.00), subject to tax, will be provided to the Employee. This Amendment is agreed to and accepted by the parties executing below:

Approved as to Form:

  
\_\_\_\_\_

THE CITY OF CASPER, WYOMING:

By: \_\_\_\_\_  
Ray Pacheco, Mayor

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

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

\_\_\_\_\_  
Witness

RESOLUTION NO. 18-49

A RESOLUTION AUTHORIZING AMENDMENT OF EMPLOYMENT AGREEMENT WITH ROBERT J. HAND, JR., FOR MUNICIPAL COURT JUDGE 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 City Clerk to attest, an Amendment to the Employment Agreement with Robert J. Hand, Jr., for Municipal Court Judge services, in the manner and form set out below.

The Employment Agreement between the City of Casper, Wyoming (the "City"), and Robert J. Hand, Jr. (the "Employee"), shall be amended to exclude the following provision in any Employment Agreement, or Amendment to the Employment Agreement (2015):

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

WHEREAS it is in the best interest of the City of Casper to amend certain employment agreements to remove a clause indemnifying the subject employee for actual, consequential, punitive, or exemplary damages; and

WHEREAS the City will provide the affected employee Fifty Dollars (\$50.00) as just and adequate consideration for this amendment.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make consideration for this Amendment in the form of a payment of Fifty Dollars (\$50.00), subject to tax to Robert J. Hand, Jr.

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

MEMO TO: The Honorable Mayor, Ray Pacheco and Councilmembers  
FROM: Tracey Belser, Support Services Director  
DATE: February 27, 2018  
SUBJECT: Removal of Punitive Damage Clause

Recommendation:

That an amount of \$50 consideration be provided to the following employees for removal of the 2015 Amendment to Employment Agreements, or removal of clause (below) in their actual employment agreements:

*Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of this Agreement.*

City Council employees who have this Amendment:

Nichole Collier          Kara Fink                  Robert Hand  
Keith Nachbar

Summary:

In June 2015, City Manager Patterson, City Attorney Luben, and Assistant City Manager McDonald created an Amendment to existing division manager and department head employment agreements regarding punitive damages since City Manager Patterson had City Council approve of such an amendment to his own employment agreement. There are a few employees who had employment agreements written after the 2015 Amendment and the clause was incorporated into their actual employment agreement. My understanding is that you no longer desire to have this clause as it is not in the City's best interest for public policy. Therefore, since July 2017, the clause is no longer incorporated into new employment agreements.

I've consulted with outside legal for an opinion on this matter. No consideration was given when the clause was added, and that is why a minimal amount of \$50 is being recommended for consideration to remove the clause. Nothing is required; this is just a consideration due to the inconvenience and confusion it has created with this clause being added/removed in employment agreements.

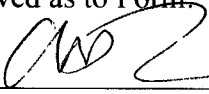
AMENDMENT  
TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
KEITH R. NACHBAR

Now on this 6th day of March, 2018, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and Keith R. Nachbar (the "Employee"), shall be amended to exclude the following provision in any Employment Agreement, or Amendment to the Employment Agreement (2015):

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

In consideration of this Amendment which will exclude the above provision in any Employment Agreement, or Amendment to the Employment Agreement (2015), an amount of Fifty Dollars (\$50.00), subject to tax, will be provided to the Employee. This Amendment is agreed to and accepted by the parties executing below:

Approved as to Form:

  
\_\_\_\_\_

THE CITY OF CASPER, WYOMING:

By: \_\_\_\_\_  
Ray Pacheco, Mayor

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

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

\_\_\_\_\_  
Witness

RESOLUTION NO.18-50

A RESOLUTION AUTHORIZING AMENDMENT OF EMPLOYMENT AGREEMENT WITH KEITH R. NACHBAR, FOR MUNICIPAL COURT JUDGE 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 City Clerk to attest, an Amendment to the Employment Agreement with Keith R. Nachbar, for Municipal Court Judge services, in the manner and form set out below.

The Employment Agreement between the City of Casper, Wyoming (the "City"), and Keith R. Nachbar (the "Employee"), shall be amended to exclude the following provision in any Employment Agreement, or Amendment to the Employment Agreement (2015):

Any court judgment for actual, consequential, punitive or exemplary damages, and/or other charges or fees assessed against the Employee, personally or professionally, resulting from or arising out of the performance of the Employee's employment within the scope of the Employee's duties with the City will be paid by the City. This provision shall survive the termination of the Employment Agreement.

WHEREAS it is in the best interest of the City of Casper to amend certain employment agreements to remove a clause indemnifying the subject employee for actual, consequential, punitive, or exemplary damages; and

WHEREAS the City will provide the affected employee Fifty Dollars (\$50.00) as just and adequate consideration for this amendment.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make consideration for this Amendment in the form of a payment of Fifty Dollars (\$50.00), subject to tax to Keith R. Nachbar.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

March 2, 2018

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

FROM: Keith McPheeters, Chief of Police *KMP 307*  
Robin Tuma, Fleet Coordinator

SUBJECT: Disposal of Surplus Video System

Meeting Type and Date:

Regular Council Meeting March 6<sup>th</sup>, 2018

Action Type: Resolution

Recommendation:

That Council, by resolution, declare the Integrin VHS Video System, and Twenty (20) Gamber Johnson model NPCF28 computer docking stations, Fourteen (14) Tough Book computers as surplus property, and authorize the destruction of same.

Summary:

The Integrin VHS video system was used in the Casper Police Department Patrol vehicles until 2009 and was replaced by the current Coban video and computer system. The Integrin video system is out dated and attempts to dispose of the system by selling were futile. Casper Police Department has been storing the system since its removal and requests permission to dispose of the attached list of the Integrin System components. Included are the CPU's, video screens, cameras, mounting brackets and server (see attached for totals).

The twenty (20) Gamber Johnson NPCF28 computer docking stations are obsolete and are currently being stored by the Casper Police Department. Docks are for older style computers that were in the police patrol vehicles prior to the new Coban system being installed.

The fourteen (14) tough book computers were removed prior to the current Coban system being installed in the patrol vehicles. Computers are currently being stored by the Casper Police Department. Hard drives will be removed and destroyed separate from the computers.

Financial Considerations: None.

Oversight/Project Responsibility:

Robin Tuma, Fleet Coordinator.

Attachments:

Property list and resolution.

## Surplus Property for Disposal

### **Integrin System**

CPU's (27) serial numbers

1577, 1892, 1908, 1909, 1914, 1915, 1931, 1944, 1957, 1973, 2098, 2101, 2108, 2114, 2119, 2145, 2149, 2150, 2177, 2199, 2202, 2205, 2206, 2207, 2263, 2284, 3124.

26-mounting brackets

27-video screens

26-cameras

### **Gamber Johnson Docking Stations (20)**

20- Gamber Johnson NPCF28 docking stations, no serial numbers

### **Panasonic Laptop Computers (14)**

Serial numbers

3AKYA01986, 2KKYA01103, 4JKSA63719, 5JKSA71466, 6GKYA52413, 7EKSA30370, 8AKSA05640, 7EKSA30405, 8AKSA05634, 9CKYA36195, 8AKSA02593, 7EKSA30027, 6GKYA52625, 7EKSA50406

RESOLUTION NO. 18-51

A RESOLUTION DECLARING THE INTEGRIN VHS VIDEO SYSTEM AS SURPLUS PROPERTY, AND AUTHORIZING DISPOSAL OF SAME

WHEREAS, the City of Casper owns an Integrin VHS video system, which is of little value or little use to the City; and,

WHEREAS, the Integrin VHS video system was used in the Casper Police Department patrol vehicles until 2009 and it was replaced by the current Coban video and computer system; and,

WHEREAS, The Integrin video system is out dated and attempts to dispose of the system by selling were futile. Casper Police Department has been storing the system since its removal and would request permission to dispose of the attached list of the Integrin System components. Included are the CPU's, video screens, cameras, mounting brackets and server.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Integrin VHS video system is hereby determined to be surplus property, and may be disposed of.

BE IT FURTHER RESOLVED: That the Mayor shall execute the necessary documents to dispose of such surplus property.

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



January 26, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tom Pitlick, Financial Services Director *TP*  
SUBJECT: Financial Interest Disclosures for Calendar Year 2018

Meeting Type and Date:  
Regular Council Meeting  
March 6, 2018

Action Type:  
Minute Action

Recommendation:  
That Council, by minute action, acknowledge the receipt of financial disclosure information from City officials with public fund investment responsibility.

Summary:  
According to Wyoming Statute 6-5-118, certain city officials must disclose if they have any financial interests in any financial institution that is also involved with any investment made by the City. A financial interest in any institution dealing with the City's funds can include, but is not limited to: an investment, a checking account, a savings account, and ownership of land or building which the financial institution uses to conduct business. Financial interest disclosures must be made annually in a public meeting and must be made part of the record of proceedings.

The statute requires disclosure of the existence of the financial interest, but it does not require that the specifics of the interest be disclosed. For example: if an individual has a checking account in a bank that also does business with the City, then that individual must indicate that they have an interest in the bank, but they do not need to state that the interest is a checking account, nor do they need to say how much is kept in that checking account.

All Councilmembers, as well as the following members of City Staff, were provided with a Financial Interest Disclosure Form to complete: J. Carter Napier, City Manager; Tom Pitlick, Financial Services Director; Pete Meyers, Assistant Financial Services Director.

Financial Considerations:  
No financial considerations.

Oversight/Project Responsibility:  
Pete Meyers, Assistant Financial Services Director

Attachments:  
2018 Financial Interest Disclosure Forms

Annual Financial Interest Disclosure Form

Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |           |                 |
|------------------------------------|-----------|-----------------|
| • Davidson Fixed Income Management | _____ Yes | <u>  7  </u> No |
| • First Interstate Bank            | _____ Yes | <u>  6  </u> No |
| • Hilltop National Bank            | _____ Yes | <u>  X  </u> No |
| • ANB Bank                         | _____ Yes | <u>  X  </u> No |
| • PFM Asset Management, LLC        | _____ Yes | <u>  X  </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): ROBERT HOPKIN

Signed: [Signature]

Date: 2/6/2018

Office Held within the Casper City Government: CITY COUNCIL

Annual Financial Interest Disclosure Form

Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |                   |                 |
|------------------------------------|-------------------|-----------------|
| • Davidson Fixed Income Management | <u>      </u> Yes | <u>  X  </u> No |
| • First Interstate Bank            | <u>      </u> Yes | <u>  X  </u> No |
| • Hilltop National Bank            | <u>      </u> Yes | <u>  X  </u> No |
| • ANB Bank                         | <u>      </u> Yes | <u>  X  </u> No |
| • PFM Asset Management, LLC        | <u>      </u> Yes | <u>  X  </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Amanda Huckabach

Signed: 

Date: 2-6-17

Office Held within the Casper City Government: City Council 1

Annual Financial Interest Disclosure Form

Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |           |             |
|------------------------------------|-----------|-------------|
| • Davidson Fixed Income Management | _____ Yes | <u>✓</u> No |
| • First Interstate Bank            | _____ Yes | <u>✓</u> No |
| • Hilltop National Bank            | _____ Yes | <u>✓</u> No |
| • ANB Bank                         | _____ Yes | <u>✓</u> No |
| • PFM Asset Management, LLC        | _____ Yes | <u>✓</u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Kenya Humphrey  
Signed: Kenya Humphrey Date: 2/6/18  
Office Held within the Casper City Government: Councilman

Annual Financial Interest Disclosure Form

Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |           |             |
|------------------------------------|-----------|-------------|
| • Davidson Fixed Income Management | _____ Yes | <u>X</u> No |
| • First Interstate Bank            | _____ Yes | <u>X</u> No |
| • Hilltop National Bank            | _____ Yes | <u>X</u> No |
| • ANB Bank                         | _____ Yes | <u>X</u> No |
| • PFM Asset Management, LLC        | _____ Yes | <u>X</u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Shawn Johnson

Signed: 

Date: 2/6/18

Office Held within the  
Casper City Government: City Councilman

Annual Financial Interest Disclosure Form


Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |   |  |
|------------------------------------|---|--|
| • Davidson Fixed Income Management | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| • First Interstate Bank            | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| • Hilltop National Bank            | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| • ANB Bank                         | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| • PFM Asset Management, LLC        | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Dallas Laird

Signed: 

Date: 2/7/18

Office Held within the Casper City Government: Councilman

Annual Financial Interest Disclosure Form

Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |           |                 |
|------------------------------------|-----------|-----------------|
| • Davidson Fixed Income Management | _____ Yes | <u>  X  </u> No |
| • First Interstate Bank            | _____ Yes | <u>  X  </u> No |
| • Hilltop National Bank            | _____ Yes | <u>  X  </u> No |
| • ANB Bank                         | _____ Yes | <u>  X  </u> No |
| • PFM Asset Management, LLC        | _____ Yes | <u>  X  </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Jesse Morgan

Signed: [Signature]

Date: 2/6/18

Office Held within the  
Casper City Government: City Council Member

Annual Financial Interest Disclosure Form

Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |                   |                  |
|------------------------------------|-------------------|------------------|
| • Davidson Fixed Income Management | <u>      </u> Yes | <u>      </u> No |
| • First Interstate Bank            | <u>  X  </u> Yes  | <u>      </u> No |
| • Hilltop National Bank            | <u>  X  </u> Yes  | <u>      </u> No |
| • ANB Bank                         | <u>      </u> Yes | <u>      </u> No |
| • PFM Asset Management, LLC        | <u>      </u> Yes | <u>      </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Reyes Pacheco

Signed: [Signature]

Date: 2/6/18

Office Held within the  
Casper City Government: CITY COUNCIL



Annual Financial Interest Disclosure Form

Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |           |                 |
|------------------------------------|-----------|-----------------|
| • Davidson Fixed Income Management | _____ Yes | <u>  X  </u> No |
| • First Interstate Bank            | _____ Yes | <u>  X  </u> No |
| • Hilltop National Bank            | _____ Yes | <u>  X  </u> No |
| • ANB Bank                         | _____ Yes | <u>  X  </u> No |
| • PFM Asset Management, LLC        | _____ Yes | <u>  X  </u> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Charles Powell

Signed: Charles Powell

Date: 2/6/18

Office Held within the  
Casper City Government: City Vice-President of (CWRU)

Annual Financial Interest Disclosure Form

Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |   |                             |
|------------------------------------|---|-----------------------------|
| • Davidson Fixed Income Management | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
| • First Interstate Bank            | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
| • Hilltop National Bank            | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| • ANB Bank                         | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |
| • PFM Asset Management, LLC        | <input type="checkbox"/> Yes            | <input type="checkbox"/> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Chris Walsh

Signed: [Signature]

Date: 2-6-18

Office Held within the  
Casper City Government: Councilman

Annual Financial Interest Disclosure Form

Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |           |  |
|------------------------------------|-----------|--|
| • Davidson Fixed Income Management | _____ Yes | <input checked="" type="checkbox"/> No |
| • First Interstate Bank            | _____ Yes | <input checked="" type="checkbox"/> No |
| • Hilltop National Bank            | _____ Yes | <input checked="" type="checkbox"/> No |
| • ANB Bank                         | _____ Yes | <input checked="" type="checkbox"/> No |
| • PFM Asset Management, LLC        | _____ Yes | <input checked="" type="checkbox"/> No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): PETE MEYERS

Signed: *Pete Meyers*

Date: 2/6/18

Office Held within the  
Casper City Government: ASSISTANT FINANCIAL SERVICES DIRECTOR

Annual Financial Interest Disclosure Form

Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |                   |                  |
|------------------------------------|-------------------|------------------|
| • Davidson Fixed Income Management | <u>      </u> Yes | <u>  ✓  </u> No  |
| • First Interstate Bank            | <u>  ✓  </u> Yes  | <u>      </u> No |
| • Hilltop National Bank            | <u>      </u> Yes | <u>  ✓  </u> No  |
| • ANB Bank                         | <u>      </u> Yes | <u>  ✓  </u> No  |
| • PFM Asset Management, LLC        | <u>      </u> Yes | <u>  ✓  </u> No  |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): J. Carter Napier

Signed: J. Carter Napier

Date: 2/12/18

Office Held within the  
Casper City Government: City Manager

Annual Financial Interest Disclosure Form

Calendar Year 2018

Pursuant to W.S. 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms that also have involvement with investments of the City of Casper pursuant to W.S. 9-4-831:

- |                                    |           |          |
|------------------------------------|-----------|----------|
| • Davidson Fixed Income Management | _____ Yes | _____ No |
| • First Interstate Bank            | _____ Yes | _____ No |
| • Hilltop National Bank            | _____ Yes | _____ No |
| • ANB Bank                         | _____ Yes | _____ No |
| • PFM Asset Management, LLC        | _____ Yes | _____ No |

I request that submission of this form be made part of the record of proceedings for this meeting.

Name (Print): Tom Pitlick

Signed: Tom Pitlick

Date: 2/6/18

Office Held within the  
Casper City Government: Financial Services Director