

REGULAR COUNCIL MEETING
Tuesday, March 20, 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 MARCH 6, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 13, 2018
4. CONSIDERATION OF MINUTES OF THE FEBRUARY 27, 2018 EXECUTIVE SESSION – PERSONNEL AND LITIGATION

Public Safety



Sustainability
of Assets & Services

5. CONSIDERATION OF BILLS AND CLAIMS

6. BRIGHT SPOTS IN OUR COMMUNITY- ASHLEY BRIGHT, BOYS & GIRLS CLUB

7. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish April 3, 2018, as the Public Hearing Date for Consideration of:

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

8. PUBLIC HEARING

A. Minute Action

1. New **Restaurant Liquor License No. 38** for Wonderful House Casper, Inc., d/b/a **Wonderful House**, Located at 221 South Montana.

9. THIRD READING ORDINANCE

A. Consent

1. Update **Section 17.12.124** (Towers) of the **Casper Municipal Code**.

10. SECOND READING ORDINANCE

A. Consent

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

11. RESOLUTIONS

A. Consent

1. Authorizing an Agreement with JTL Group, Inc., DBA **Knife River, Inc.**, in the Amount of \$263,639, for the **2018 CPU Asphalt Repair Project**.
2. Authorizing a Contract for Professional Services with **Concrete Stabilization Technologies, Inc.**, in the Amount of \$91,740 for the **Bryan Stock Trail Stabilization Project**.



11. RESOLUTIONS (continued)

A. Consent

3. Authorizing Amendment No. 1 to the Agreement with **Raftelis Financial Consultants, Inc.**, in the Amount of \$22,100, for the **System Investment Charge/Cost of Services Study**.
4. Accepting a 20-Foot Right-of-Way Easement from **Steve M. Carter**, in the Amount of \$6,563.95, as part of the **West Casper Zone II Water System Improvements Project**.
5. Authorizing a Contract for Professional Services with **Hopper Disposal, Inc.**, for providing **Solid Waste Disposal Services**.
6. Approving Amendment No. 1 to the **Franchise with Bresnan Communications, LLC**.
7. Declaring **Coban Equipment as Surplus Property** and Authorizing the **Destruction of Same**.
8. Establishing **Uniform Procedures, Costs and Charges** for Inspecting, Copying, and Producing **Public Records**.

12. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of Two (2) New **One Ton Dually Pickup Trucks** with Platform Beds from **Fremont Motor Company**, Casper, Wyoming, in the Total Amount of \$99,543, for Use by the Streets and Traffic Division of the Public Services Department.
2. Appointing **Dr. Sara Smith** to the **Casper-Natrona County Board of Health**.

13. COMMUNICATIONS

A. From Persons Present

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

15. ADJOURN INTO EXECUTIVE SESSION - PERSONNEL

Upcoming Council meetings

Council meetings

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

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

Special session – Council meeting (Ward I Interviews) & Work session

4:30 p.m. Wednesday, March 21, 2018 – Council Chambers & Council Meeting Room

Special session – Council meeting (Ward I Swearing-in) & Regular Work session

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

Work sessions

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

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

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
 Casper City Hall – Council Chambers
 March 6, 2018

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

Mayor Pacheco led the audience in the Pledge of Allegiance.

Moved by Councilmember Johnson, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the February 20, 2018, regular Council meeting, as published in the Casper-Star Tribune on March 3, 2018. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by minute action, approve payment of the March 6, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims
 03/06/18

1stAmerTitle	Services	\$1,621.00
A-1	Services	\$130.00
Acummings	Refund	\$44.53
AdvGeotechSol	Services	\$5,547.50
AllianceElec	Services	\$1,855.50
AMBI	Services	\$492.95
AmericanTitle	Services	\$125.00
AndrnHunt	Services	\$193,723.13
Arcadis	Services	\$2,923.29
AStedilie	Reimb	\$267.74
AtlanticElectric	Services	\$5,847.30
Balefill	Services	\$47,392.33
BankOfAmerica	Goods	\$239,495.87
BarDSigns	Goods	\$595.52
BHEnergy	Services	\$8,906.13
Brenntag	Goods	\$14,796.32
BRummel	Refund	\$46.37
CasperPubSafetyComm	Services	\$3,195.02
CATC	Funding	\$117,428.00
CBarrientos	Refund	\$40.79
Centurylink	Services	\$1,551.81
CityofCasper	Services	\$28,433.91
CMcCain	Reimb	\$76.28
CrimeSceneInfo	Services	\$86.25

CtrlWySrSvcs	Funds	\$28,807.81
DBesich	Refund	\$17.22
Dell	Goods	\$3,018.29
DeltaDental	Services	\$1,543.50
DesertMtn	Goods	\$21,251.34
DHerrera	Easemnt	\$2,124.09
DLoren	Refund	\$57.01
DooleyOil	Fuel	\$19,685.26
EngDsgnAssoc	Services	\$250.00
EnvironmentalCivilSolutions	Services	\$13,930.80
FirstData	Services	\$5,191.02
Gametime	Goods	\$5,333.65
GeerInvstmnts	Services	\$2,453.43
GFirkins	Refund	\$300.00
HDR Engineering	Projects	\$4,310.48
HighPlainsConstruction	Goods	\$46,487.77
Homax	Goods	\$736.36
InbergMillerEngineers	Services	\$7,697.70
Installation&Svc	Projects	\$1,491.76
ITCElec	Services	\$550.80
JCarlo	Refund	\$85.00
JHerrera	Easemnt	\$2,124.08
Jimler	Refund	\$79.63
JTLGroup	Services	\$413.21
JWilhelm	Reimb	\$84.00
KimleyHorn	Services	\$27,140.45
LdrsEdgeConsulting	Services	\$4,695.00
NatronaCountyCommissioner	Services	\$8,522.00
NCHealth Dept	Funding	\$45,000.00
NFloyd	Refund	\$32.82
NorthParkTransport	Services	\$308.41
Pepsi	Goods	\$32.00
Pntwrks	Services	\$247.35
PoliceDept	Services	\$163.41
PostalPros	Services	\$5,374.06
ProforceLawEnforcement	Goods	\$3,859.95
Raftelis	Services	\$3,132.15
RockyMtnPower	Services	\$52,084.48
RodBarstadsPnt	Services	\$1,496.97
SaltusTech	Goods	\$432.00
SamParsonsUpholstery	Services	\$168.93
SolidWasteProfessionals	Services	\$5,031.47
StealthPartnerGroup	Services	\$55,774.12

SuperiorTramway	Services	\$205.77
TDach	Reimb	\$91.97
TrihydroCorp	Projects	\$10,683.70
UntdWayNC	Misc	\$3,500.00
WasteWaterTreatment	Funding	\$318,315.54
WERCSCommunications	Services	\$602.73
WesternWaterConsult	Services	\$4,342.30
WilliamsPorterDay	Services	\$76.00
Wneeland	Reimb	\$200.00
WorthingtonLenhart&Carpenter	Services	\$477.75
WyAssocMunicipalities	Services	\$900.00
WYDOT	Services	\$7.02
WyLawEnforcementAcademy	Services	\$1,120.00
WyStateFrmensAssoc	Services	\$75.00
		\$1,396,740.10

Mayor Pacheco recognized Amber Jividen, City of Casper Code Enforcement Officer, for her receipt of the 2017 American Association of Code Enforcement (AACE) award for before and after cases. He shared details of the project and pictures of the improvements made, and thanked her for her contributions to the community. He then presented her with the AACE award and a certificate for her outstanding efforts.

Moved by Councilmember Hopkins, seconded by Councilmember Humphrey, to, by minute action establish March 20, 2018, as the public hearing date for the consideration of the issuance of new Restaurant Liquor License No. 38 for Wonderful House Casper, Inc., d/b/a Wonderful House. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of an amendment to Section 17.12.120 of the Casper Municipal Code.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated February 15, 2018 and an affidavit of publication, as published in the Casper-Star Tribune, dated February 13, 2018. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving the amendment, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 3-18
AN ORDINANCE AMENDING SECTION 17.12.120 OF THE
CASPER MUNICIPAL CODE PERTAINING TO FENCES,
WALLS, HEDGES, SHRUBS, TREES, ACCESSORY
BUILDINGS AND ACCESSORY USES.

Councilmember Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-39

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

RESOLUTION NO. 18-40

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

RESOLUTION NO. 18-41

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC. FOR THE 5-YEAR CASPER SOLID WASTE FACILITY AIR EMISSIONS MONITORING AND REPORTING.

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.

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.

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.

RESOLUTION NO. 18-45

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

RESOLUTION NO. 18-46

A RESOLUTION ACCEPTING A GRANT FROM THE WYOMING STATE HISTORIC PRESERVATION OFFICE FOR THE COMPLETION OF A PRESERVATION STRATEGIC PLAN.

RESOLUTION NO. 18-47

A RESOLUTION AUTHORIZING AMENDMENT OF EMPLOYMENT AGREEMENT WITH NICHOLE COLLIER, FOR MUNICIPAL COURT JUDGE SERVICES.

RESOLUTION NO. 18-48

A RESOLUTION AUTHORIZING AMENDMENT OF EMPLOYMENT AGREEMENT WITH KARA C. FINK, FOR MUNICIPAL COURT JUDGE SERVICES.

RESOLUTION NO. 18-49

A RESOLUTION AUTHORIZING AMENDMENT OF EMPLOYMENT AGREEMENT WITH ROBERT J. HAND, JR., FOR MUNICIPAL COURT JUDGE SERVICES.

RESOLUTION NO. 18-50

A RESOLUTION AUTHORIZING AMENDMENT OF EMPLOYMENT AGREEMENT WITH KEITH R. NACHBAR, FOR MUNICIPAL COURT JUDGE SERVICES.

RESOLUTION NO. 18-51

A RESOLUTION DECLARING THE INTEGRIN VHS VIDEO SYSTEM AS SURPLUS PROPERTY, AND AUTHORIZING DISPOSAL OF SAME.

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

Moved by Councilmember Johnson, seconded by Councilmember Powell, to, by consent minute action, acknowledge the receipt of financial disclosure information from City officials with public fund investment responsibility. Motion passed.

Individuals addressing the Council were: David Nania, 113 S. Benton, thanking Councilmembers that voted against the non-discrimination resolution; Dennis Steensland, 533 S. Washington, expressing concern about time spent on consent items, requesting money be set aside for a new police station, requesting that CAEDA needs to be discussed, and suggesting that Council and their staff be evaluated; and, Dale Zimmerle, 3035 Bellaire, requesting the right to open carry at Council meetings.

Councilmembers discussed the process to fill the vacancy created by the resignation of Councilmember Huckabay.

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, March 13, 2018, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 20, 2018, in the Council Chambers.

Moved by Councilmember Johnson, seconded by Councilmember Hopkins, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 6:58 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Bills & Claims

City of Casper

03/07/2018 to 03/20/2018

A.M.B.I. & SHIPPING, INC.	18-02-444 POSTAGE	\$18.25
	Subtotal for Cost Center City Attorney:	\$18.25
	18-02-445 POSTAGE	\$27.67
	Subtotal for Cost Center Engineering:	\$27.67
	18-02-446 POSTAGE	\$522.30
	Subtotal for Cost Center Finance:	\$522.30
	18-02-449 FIRST CLASS POSTAGE	\$127.12
	Subtotal for Cost Center Metro Animal:	\$127.12
	18-02-454 REGULAR MAILINGS	\$351.60
	Subtotal for Cost Center Police:	\$351.60
Vendor Subtotal:	<hr/> \$1,046.94	
A-1 PORTABLES & SERVICES	2246 LANDFILL PORTA POTTY	\$130.00
	2245 BALER PORTA POTTY	\$130.00
	Subtotal for Cost Center Balefill:	\$260.00
	Vendor Subtotal:	<hr/> \$260.00
AAA LANDSCAPING	14996 COVER UP GRAFFITI	\$100.00
	Subtotal for Cost Center Code Enforcement:	\$100.00
	Vendor Subtotal:	<hr/> \$100.00
ALLIANCE ELECTRIC LLC.	7496 PLASTICS COMPACTOR FUSE	\$162.58
	Subtotal for Cost Center Balefill:	\$162.58
	Vendor Subtotal:	<hr/> \$162.58
APEX SYSTEMS GROUP LLC	3903 MILESTONE 2 YR MAINTENANCE	\$2,171.40
	Subtotal for Cost Center Information Services:	\$2,171.40
	Vendor Subtotal:	<hr/> \$2,171.40
BAR-D SIGNS, INC.	33173 VEHICLE SIGNAGE #301 #264	\$990.00
	33225 CSO PICKUP SIGNAGE #259	\$490.00

Bills & Claims

03/07/2018 to 03/20/2018

Subtotal for Cost Center Police Equipment: **\$1,480.00**

Vendor Subtotal: **\$1,480.00**

BEN & SOPHIE HOOD

206204 UTILITY REFUND \$50.48

Subtotal for Cost Center Water: **\$50.48**

Vendor Subtotal: **\$50.48**

BLACK HILLS ENERGY

AP00018303091815 NATURAL GAS \$5,807.45

Subtotal for Cost Center Aquatics: **\$5,807.45**

AP00018703091815 NATURAL GAS \$322.82

Subtotal for Cost Center Buildings & Structures: **\$322.82**

AP00022603091815 NATURAL GAS \$406.64

Subtotal for Cost Center Cemetery: **\$406.64**

AP00018503091815 NATURAL GAS \$213.35

AP00018903091815 NATURAL GAS \$196.90

AP00019003091815 NATURAL GAS \$695.34

AP00022703091815 NATURAL GAS \$1,575.40

Subtotal for Cost Center City Hall: **\$2,680.99**

AP00019503091815 NATURAL GAS \$560.55

Subtotal for Cost Center Fort Caspar: **\$560.55**

AP00018803091815 NATURAL GAS \$449.71

Subtotal for Cost Center Golf Course: **\$449.71**

AP00018403091815 NATURAL GAS \$1,243.81

Subtotal for Cost Center Ice Arena: **\$1,243.81**

AP00019103091815 NATURAL GAS \$1,223.64

Subtotal for Cost Center Recreation: **\$1,223.64**

AP00019303091815 NATURAL GAS \$17.53

Subtotal for Cost Center Sewer: **\$17.53**

Vendor Subtotal: **\$12,713.14**

BOLSTAD, EMILY/JEREMY

0030503715 UTILITY REFUND \$41.29

Subtotal for Cost Center Water: **\$41.29**

Bills & Claims

03/07/2018 to 03/20/2018

Vendor Subtotal: **\$41.29**

BRAD MENZEL

RIN0028445 CLOTHING ALLOWANCE \$90.55

Subtotal for Cost Center Buildings & Structures: **\$90.55**

Vendor Subtotal: **\$90.55**

BRIAN LOCKWOOD

RIN0028467 STEEL TOE BOOT REIMBURSEMENT \$37.40

Subtotal for Cost Center Water: **\$37.40**

Vendor Subtotal: **\$37.40**

CARDINAL TRACKING, INC.

115704 BATTERY FOR MC95 \$229.37

Subtotal for Cost Center Police: **\$229.37**

Vendor Subtotal: **\$229.37**

CARL HALER

RIN0028440 WORK JEANS \$93.71

Subtotal for Cost Center Water Treatment Plant: **\$93.71**

Vendor Subtotal: **\$93.71**

CASELLE, INC.

86587 CONTRACT SUPPORT MAINTENANCE \$75.00

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

Vendor Subtotal: **\$75.00**

CASPER PUBLIC UTILITIES

RIN0028469 SANITATION \$106.50

RIN0028469 SEWER \$21.65

Subtotal for Cost Center Water Treatment Plant: **\$128.15**

Vendor Subtotal: **\$128.15**

**CENTRAL WY. REGIONAL
WATER**

160934 FEB18 WHOLESALE WATER \$215,944.91

160945 FEB18 SYSTEM INVESTMENT FEES \$1,800.00

Subtotal for Cost Center Water: **\$217,744.91**

Vendor Subtotal: **\$217,744.91**

Bills & Claims

City of Casper

03/07/2018 to 03/20/2018

CENTURYLINK

RIN0028475 PHONE USE	\$32.05
Subtotal for Cost Center City Hall:	\$32.05
RIN0028473 PHONE USE	\$38.71
Subtotal for Cost Center City Manager:	\$38.71
RIN0028475 PHONE USE	\$64.90
Subtotal for Cost Center Code Enforcement:	\$64.90
RIN0028473 PHONE USE	\$229.43
RIN0028473 PHONE USE	\$10,993.09
RIN0028475 PHONE USE	\$299.91
Subtotal for Cost Center Communications Center:	\$11,522.43
RIN0028473 PHONE USE	\$39.36
AP00013203091815 VOIP	\$1,794.86
Subtotal for Cost Center Finance:	\$1,834.22
RIN0028473 PHONE USE	\$39.36
RIN0028473 PHONE USE	\$39.12
RIN0028473 PHONE USE	\$46.63
RIN0028473 PHONE USE	\$1,011.82
Subtotal for Cost Center Fire:	\$1,136.93
RIN0028473 PHONE USE	\$38.71
RIN0028473 PHONE USE	\$38.71
RIN0028475 PHONE USE	\$62.80
Subtotal for Cost Center Fleet Maintenance:	\$140.22
RIN0028473 PHONE USE	\$38.71
Subtotal for Cost Center Ice Arena:	\$38.71
RIN0028473 PHONE USE	\$77.38
Subtotal for Cost Center Metro Animal:	\$77.38
RIN0028475 PHONE USE	\$125.74
Subtotal for Cost Center Parking:	\$125.74
RIN0028475 PHONE USE	\$45.57
RIN0028475 PHONE USE	\$121.57
Subtotal for Cost Center Parks:	\$167.14
RIN0028473 PHONE USE	\$296.51
Subtotal for Cost Center Police:	\$296.51

Bills & Claims

03/07/2018 to 03/20/2018

RIN0028473 PHONE USE	\$39.36
RIN0028473 PHONE USE	\$38.71
RIN0028473 PHONE USE	\$118.08
RIN0028473 PHONE USE	\$39.36
RIN0028473 PHONE USE	\$46.36
Subtotal for Cost Center Recreation:	\$281.87

RIN0028473 PHONE USE	\$158.16
Subtotal for Cost Center Streets:	\$158.16

RIN0028473 PHONE USE	\$38.47
RIN0028473 PHONE USE	\$76.94
RIN0028475 PHONE USE	\$1,815.99
Subtotal for Cost Center Waste Water:	\$1,931.40

RIN0028473 PHONE USE	\$55.23
RIN0028473 PHONE USE	\$38.71
RIN0028475 PHONE USE	\$194.70
Subtotal for Cost Center Water:	\$288.64

Vendor Subtotal:	\$18,135.01
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CITY OF CASPER

5128/160891 FEB 18 CATC THE BUS WORKORDERS	\$1,947.23
5128/160891 FEB 18 CATC THE BUS WORKORDERS	\$7,788.93
5128/160892 FEB 18 CATC THE BUS FUEL CHARG	\$5,759.02
5128/160892 FEB 18 CATC THE BUS FUEL CHARG	\$5,759.02
Subtotal for Cost Center C.A.T.C.:	\$21,254.20

Vendor Subtotal:	\$21,254.20
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CITY OF CASPER - BALEFILL

525/160814 SANITATION	\$19.27
525/160963 SANITATION	\$15.98
Subtotal for Cost Center Hogadon:	\$35.25

1309/160870 SANITATION	\$15.00
1309/161007 SANITATION	\$15.00
Subtotal for Cost Center Police:	\$30.00

2772/160816 SANITATION	\$4,796.82
2772/160843 SANITATION	\$4,320.20
2772/160938 SANITATION	\$544.73
2772/160871 SANITATION	\$4,462.18
2772/160908 SANITATION	\$4,908.21

Bills & Claims

03/07/2018 to 03/20/2018

2772/160983 SANITATION	\$5,333.09
2772/161008 SANITATION	\$5,026.61
2772/161044 SANITATION	\$4,823.14
2772/160958 SANITATION	\$45,375.00
2772/160964 SANITATION	\$5,490.07
2772/160790 SANITATION	\$4,777.55
Subtotal for Cost Center Refuse Collection:	\$89,857.60

1276/160815 SANITATION	\$103.40
1276/160907 SANITATION	\$113.27
1276/160982 SANITATION	\$144.76
Subtotal for Cost Center Waste Water:	\$361.43

Vendor Subtotal: **\$90,284.28**

CIVIL ENGINEERING PROFESSIONALS, INC.

15-282-09A AMENDMENT #1 - YMCA	\$2,100.00
Subtotal for Cost Center City Manager:	\$2,100.00

18-115-01 SKYLINE ADDN SURVEYING	\$2,855.00
Subtotal for Cost Center Planning:	\$2,855.00

17-006-11 MCKINLEY STREET UNDERPASS STOR	\$6,917.22
Subtotal for Cost Center Streets:	\$6,917.22

17-045-4 CY BOOSTER STATION PROFESSIONA	\$1,602.98
17-045-4 CY BOOSTER STATION PROFESSIONA	\$789.52
14-066-36 EAST CASPER ZONE III PROJECT 1	\$16,259.81
14-066-36 EAST CASPER ZONE III PROJECT 1	\$8,008.57
Subtotal for Cost Center Water:	\$26,660.88

Vendor Subtotal: **\$38,533.10**

COBAN TECH. INC.

15208 COBAN REPAIR	\$502.00
Subtotal for Cost Center Police Equipment:	\$502.00

Vendor Subtotal: **\$502.00**

COLLECTION CENTER INC.

974300000332 COLLECTION FEES	\$160.01
Subtotal for Cost Center Code Enforcement:	\$160.01

974300000332 COLLECTION FEES	\$40.19
Subtotal for Cost Center Recreation:	\$40.19

Bills & Claims

03/07/2018 to 03/20/2018

972000000402 COLLECTION FEES \$215.71
Subtotal for Cost Center Refuse Collection: \$215.71

972000000402 COLLECTION FEES \$163.94
Subtotal for Cost Center Sewer: \$163.94

972000000402 COLLECTION FEES \$483.18
Subtotal for Cost Center Water: \$483.18

Vendor Subtotal: \$1,063.03

COMMUNICATION TECHNOLOGIES, INC.

80082 FENDER LIGHT CHANGE #209 \$394.50
80081 RADIO INSTALL CHIEF VEHICLE \$343.80
80005 REPAIR RADAR UNIT 201 \$103.00
80099 REPAIR RADAR UNIT 203 \$103.00
80013 NEW ANTENNA UNIT 240 \$47.67
79196 FLEET EQUIPMENT \$20,490.00
79255 UNIT 233 WORK \$493.00
79178 WORK ON UNMARKED GREY \$1,239.00
Subtotal for Cost Center Police Equipment: \$23,213.97

Vendor Subtotal: \$23,213.97

COMTRONIX, INC.

20056156 RTERLY ALARM MONITORING \$732.00
Subtotal for Cost Center Balefill: \$732.00
48395 DATA CABLING SGTS OFFICE \$1,094.28
20056162 RANGE ALARM \$119.85
Subtotal for Cost Center Police: \$1,214.13

Vendor Subtotal: \$1,946.13

COSTEL, JERI

0030503714 UTILITY REFUND \$45.35
Subtotal for Cost Center Water: \$45.35

Vendor Subtotal: \$45.35

CRUM ELECTRIC SUPPLY CO., INC.

1953739-00 LIGHTING RENOVATE HEADWORKS \$1,960.00
Subtotal for Cost Center Waste Water: \$1,960.00

Vendor Subtotal: \$1,960.00

Bills & Claims

03/07/2018 to 03/20/2018

DAVID GARLAND	RIN0028460 STEEL TOE WORKBOOTS DGARLAND	\$75.00
	Subtotal for Cost Center Waste Water:	\$75.00
	Vendor Subtotal:	\$75.00
DAVIDSON FIXED INCOME MGMT.	2018-2CASPER FIXED INCOME MANAGEMENT FEES	\$3,794.23
	Subtotal for Cost Center Finance:	\$3,794.23
	Vendor Subtotal:	\$3,794.23
DELL MARKETING LP	10223722720 CATC SAFETY SECURITY PROJECT	\$120.00
	10223722720 CATC SAFETY SECURITY PROJECT	\$480.00
	Subtotal for Cost Center C.A.T.C.:	\$600.00
	10227518546 OFFICE PRO PLUS 16 - ACOLLING	\$345.47
	Subtotal for Cost Center Engineering:	\$345.47
	10224418092 VLA ACROBAT	\$398.22
	10224279892 VLA WINDOWS REMOTE DESKTOP	\$438.55
	Subtotal for Cost Center Police:	\$836.77
	10227518562 VLA OFFICE PRO PLUS 2016	\$345.47
	Subtotal for Cost Center Streets:	\$345.47
	10227518570 2-VLA OFFICE PRO + SOFTWARE	\$690.94
	10227518538 MICROSOFT OFFICE PRO PLUS 2016	\$345.47
	10227518520 OFFICE PRO PLUS 2016	\$345.47
	Subtotal for Cost Center Water:	\$1,381.88
	Vendor Subtotal:	\$3,509.59
DENNIS FINN	RIN0028463 STEEL TOED WORK BOOTS	\$51.75
	Subtotal for Cost Center Balefill:	\$51.75
	Vendor Subtotal:	\$51.75
DESERT MTN. CORP.	17-58164 ICE SLICER	\$5,184.54
	17-58169 ICE SLICER	\$4,400.86
	17-58171 ICE SLICER	\$4,132.97
	17-58173 ICE SLICER	\$4,090.33
	17-52334 ICE SLICER	\$5,165.79

Bills & Claims

03/07/2018 to 03/20/2018

17-57645 ICE SLICER	\$4,103.11
17-58480 ICE SLICER	\$3,569.80
17-57646 ICE SLICER	\$3,548.42
17-58170 ICE SLICER	\$5,139.41
Subtotal for Cost Center Streets:	\$39,335.23

Vendor Subtotal: **\$39,335.23**

DOUBLE D WELDING & FABRICATION INC.

4443 BALER BUILDING	\$1,580.00
Subtotal for Cost Center Balefill:	\$1,580.00

Vendor Subtotal: **\$1,580.00**

ENGINEERING DESIGN ASSOCIATES

10221 LSC FIRE SUPP-ALRM REPL DESIGN	\$4,057.50
Subtotal for Cost Center CDBG:	\$4,057.50

Vendor Subtotal: **\$4,057.50**

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5302 DEQ PERMITTING/JIM EVANS TRUCK	\$4,401.80
Subtotal for Cost Center Refuse Collection:	\$4,401.80

5304 2018 ARTERIALS/COLLECTORS	\$20,147.45
5303 FY12 COLLECTOR/ARTERIALS 1%#14	\$160.00
Subtotal for Cost Center Streets:	\$20,307.45

Vendor Subtotal: **\$24,709.25**

FIRST DATA MERCHANT SVCS CORP.

REMI1309629 CC FEES	\$4.15
Subtotal for Cost Center Cemetery:	\$4.15

REMI1305090 CREDIT CARD FEES	\$20.34
Subtotal for Cost Center Fort Caspar:	\$20.34

REMI1305095 CREDIT CARD MACHINE FEES	\$43.61
Subtotal for Cost Center Police:	\$43.61

Vendor Subtotal: **\$68.10**

FIRST INTERSTATE BANK

RIN0028478 DEPOSIT SLIPS	\$57.60
Subtotal for Cost Center Code Enforcement:	\$57.60

Bills & Claims

City of Casper

03/07/2018 to 03/20/2018

RIN0028489 LOCKBOX FEES	\$1,813.00
RIN0028488 SERVICE CHARGES	\$331.19
Subtotal for Cost Center Finance:	\$2,144.19

RIN0028484 SECURE NIGHT DROP BAGS	\$37.40
Subtotal for Cost Center Metro Animal:	\$37.40

Vendor Subtotal:	\$2,239.19
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FIRST INTERSTATE BANK - PETTY CASH

RIN0028477 PETTY CASH	\$1.50
RIN0028477 PETTY CASH	\$120.40
Subtotal for Cost Center Code Enforcement:	\$121.90

RIN0028477 PETTY CASH	\$29.86
Subtotal for Cost Center Finance:	\$29.86

RIN0028477 PETTY CASH	\$10.67
RIN0028477 PETTY CASH	\$45.37
RIN0028477 PETTY CASH	\$183.00
Subtotal for Cost Center Planning:	\$239.04

Vendor Subtotal:	\$390.80
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GAY NATIONS

3 REFUND BLDG RENTAL	\$1,000.00
Subtotal for Cost Center Hogadon:	\$1,000.00

Vendor Subtotal:	\$1,000.00
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GLOBAL SPECTRUM L.P.

0000569-IN MONTHLY FUNDING	\$82,909.91
0000588-IN 1A-2A BASKETBALL TOURNAMENT	\$75,205.00
0000585-IN NEWSBOYS CONCERT	\$78,835.00
0000597-IN 3A-4A BASKETBALL TOURNAMENT	\$81,098.00
0000596-IN HS SPIRIT COMPITITION	\$25,876.00
Subtotal for Cost Center Casper Events Center:	\$343,923.91

Vendor Subtotal:	\$343,923.91
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HAWKINS, INC.

4216646 RI CHEMICALS	\$1,468.31
4234094 CHEMICALS	\$2,229.43
Subtotal for Cost Center Aquatics:	\$3,697.74

Vendor Subtotal:	\$3,697.74
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Bills & Claims

03/07/2018 to 03/20/2018

HEWLETT PACKARD CO.	2502587964 CATC SAFETY SECURITY PROJECT	\$1,105.97
	2502587964 CATC SAFETY SECURITY PROJECT	\$4,423.88
	Subtotal for Cost Center C.A.T.C.:	\$5,529.85
	Vendor Subtotal:	\$5,529.85
HOMAX OIL SALES, INC.	CL85946 FEBRUARY FUEL	\$4,044.38
	Subtotal for Cost Center Water:	\$4,044.38
	Vendor Subtotal:	\$4,044.38
INBERG-MILLER ENGINEERS	19093CX01.13 GEOTECH - SW FAC ASPH IMP	\$1,828.43
	Subtotal for Cost Center Balefill:	\$1,828.43
	19359CX01 RANGE PROJECT	\$1,906.00
	Subtotal for Cost Center Police:	\$1,906.00
	19093CX01.12 GEOTECH-CY IMP SPRUCE/ASH	\$2,081.84
	19093CX01.11 GEOTECH-17TH-POP/COLLEGE	\$3,374.84
	Subtotal for Cost Center Streets:	\$5,456.68
	Vendor Subtotal:	\$9,191.11
ISC, INC/VENTURE TECHNOLOGIES	SIN023453 CATC SAFETY SECURITY PROJECT	\$1,199.86
	SIN023453 CATC SAFETY SECURITY PROJECT	\$4,799.46
	Subtotal for Cost Center C.A.T.C.:	\$5,999.32
	SIN023295 VEEAM BACKUP FOR VMWARE	\$4,620.00
	Subtotal for Cost Center Information Services:	\$4,620.00
	SIN023312 VOICE MAIL PROJECT	\$3,696.75
	Subtotal for Cost Center Police:	\$3,696.75
	Vendor Subtotal:	\$14,316.07
KELLY SVCS., INC.	05169803 BALER LABOR	\$22.50
	46175891 BALER LABOR	\$740.69
	05169802 BALER LABOR	\$589.60
	Subtotal for Cost Center Balefill:	\$1,352.79

Bills & Claims

03/07/2018 to 03/20/2018

Vendor Subtotal: **\$1,352.79**

KRISTA JOHNSTON 2417 WY ENG SOC CONFERENCE REGISTRA \$255.00
RIN0028470 TRAVEL EXPENSES \$88.00
Subtotal for Cost Center Sewer: **\$343.00**

Vendor Subtotal: **\$343.00**

KUBWATER RESOURCES, INC 07403 ZETAG 7593 DRY POLYMER \$5,018.98
Subtotal for Cost Center Waste Water: **\$5,018.98**

Vendor Subtotal: **\$5,018.98**

MARY K BROWN 1597901 UTILITY REFUND \$27.43
ADMINISTRATIVE TRUST **Subtotal for Cost Center Water:** **\$27.43**

Vendor Subtotal: **\$27.43**

MICHAEL BRATVOLD RIN0028465 STEEL TOED WORK BOOTS \$73.80
Subtotal for Cost Center Balefill: **\$73.80**

Vendor Subtotal: **\$73.80**

MICKEY SPAULDING RIN0028462 STEEL TOED WORK BOOTS \$75.00
Subtotal for Cost Center Refuse Collection: **\$75.00**

Vendor Subtotal: **\$75.00**

MOUNTAIN WEST RIN0028487 ETHERNET ACCESS FOR PSCC \$503.73
TELEPHONE/ WERCS **Subtotal for Cost Center Communications Center:** **\$503.73**
COMMUNICATIONS

AP00017903091815 METRO INTERNET SVS \$1,003.55
Subtotal for Cost Center Finance: **\$1,003.55**

Vendor Subtotal: **\$1,507.28**

NALCO CHEMICAL CO. 66424535 FERROUS CHLORIDE NPSSI-CCF \$15,451.20
Subtotal for Cost Center Waste Water: **\$15,451.20**

Bills & Claims

03/07/2018 to 03/20/2018

Vendor Subtotal: **\$15,451.20**

**NATRONA COUNTY -
SHERIFFS' OFFICE**

2949 JANUARY JUVENILE PRISONER CARE \$7,500.00
Subtotal for Cost Center Police: **\$7,500.00**

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

NATRONA COUNTY CLERK

RIN0028483 RECORDING FEES \$294.00
Subtotal for Cost Center Planning: **\$294.00**

104330 FILING FEE \$85.00
Subtotal for Cost Center Police: **\$85.00**

RIN0028483 RECORDING FEES \$34.17
RIN0028483 RECORDING FEES \$16.83
Subtotal for Cost Center Water: **\$51.00**

Vendor Subtotal: **\$430.00**

**NORTH PARK
TRANSPORATION**

08779814 EXHIBIT SHIPPING \$95.80
Subtotal for Cost Center Fort Caspar: **\$95.80**

Vendor Subtotal: **\$95.80**

ORTEGA, TERRI

0030503716 UTILITY REFUND \$62.85
Subtotal for Cost Center Water: **\$62.85**

Vendor Subtotal: **\$62.85**

PARKRIDGE LLC

0030228801 UTILITY REFUND \$12.67
Subtotal for Cost Center Water: **\$12.67**

Vendor Subtotal: **\$12.67**

P-CARD VENDORS

00070592 CPU IIT - Purchase \$973.35
00070903 SAMS CLUB #6425 - Purchase \$20.96
00070955 DXE MEDICAL INC - Purchase \$786.00
00070792 SAMS CLUB #6425 - Purchase \$6.98
00070793 OTC BRANDS, INC. - Purchase \$522.83
00070801 COMTRONIX - Purchase \$165.00

Bills & Claims

03/07/2018 to 03/20/2018

00070617 SUTHERLANDS 2219 - Purchase	\$44.47
00070443 PARTY CITY - Purchase	\$87.91
00070359 BARGREEN WYOMING 25 - Purchase	\$87.18
Subtotal for Cost Center Aquatics:	\$2,694.68
00070601 SOURCE OFFICE - VITAL - Purcha	\$46.56
00070439 WAL-MART #1617 - Purchase	\$161.80
00070513 WYOMING MACHINERY CO - Purchas	\$8,083.20
00070542 WM SUPERCENTER #1617 - Purchas	\$29.84
00070590 CMI-TECO - Purchase	\$2,752.25
00070595 MURDOCH'S RANCH & HOME - Purch	\$139.99
00070606 CENTURYLINK/SPEEDPAY - Purchas	\$59.61
00070607 OREILLY AUTO #2746 - Purchase	\$103.40
00070636 BEARING BELTCHAIN00244 - Purch	\$175.72
00070172 COCA COLA BOTTLING CO - Purcha	\$7.35
00070400 INTUIT IN PEDENS INC - Purch	\$791.50
00070411 INTUIT IN ICLEAN307 - Purcha	\$2,150.00
Subtotal for Cost Center Balefill:	\$14,501.22
00070692 ARCHITECTURALGLAZINGCO - Purch	\$228.99
00070698 BAILEYS ACE HDWE - Purchase	\$14.75
00070709 BAILEYS ACE HDWE - Purchase	\$5.28
00070715 WOODWORKERS SUPPLY, I - Purcha	\$126.09
00070726 KONE, INC. - Purchase	\$1,190.40
00070735 WOODWORKERS SUPPLY, I - Purcha	\$16.60
00070754 KONE, INC. - Purchase	\$1,190.40
00070194 INT IN EXTRACTOR CORP - Purch	\$52.65
00070197 DIAMOND VOGEL PAINT #7 - Purch	\$40.28
00070227 0970 CED - Purchase	\$79.81
Subtotal for Cost Center Buildings & Structures:	\$2,945.25
00070078 NORCO INC - Purchase	\$6.22
Subtotal for Cost Center Cemetery:	\$6.22
00070877 TOP OFFICE PRODUCTS IN - Purch	\$86.37
00070798 ATLAS OFFICE PRODUCTS - Purcha	\$29.89
Subtotal for Cost Center City Attorney:	\$116.26
00070682 CASPER STAR TRIBUNE - Purchase	\$1,276.74
Subtotal for Cost Center City Clerk:	\$1,276.74
00070752 ATLAS OFFICE PRODUCTS - Purcha	\$26.34
Subtotal for Cost Center City Manager:	\$26.34
00069257 THE HOME DEPOT 6001 - Purchase	\$204.55
00070553 VZWRLSS IVR VB - Purchase	\$120.03

Bills & Claims

03/07/2018 to 03/20/2018

Subtotal for Cost Center Code Enforcement:	\$324.58
00068638 SOURCE OFFICE AND TECH - Purch	\$141.96
00068927 MENARDS CASPER WY - Purchase	\$44.98
00068949 SOURCE OFFICE AND TECH - Purch	\$13.50
00069962 SOURCE OFFICE - VITAL - Purcha	\$13.50
00070644 VZWRLSS IVR VB - Purchase	\$38.47
Subtotal for Cost Center Communications Center:	\$252.41
00070208 NATIONAL LEAGUE OF - Credit	-\$150.00
Subtotal for Cost Center Council:	-\$150.00
00071040 Breakroom and office supplies	\$113.34
00071061 XEROX CORPORATION/RBO - Purcha	\$153.45
00071072 XEROX CORPORATION/RBO - Purcha	\$32.20
00070531 QUALITY OFFICE SOLUTIO - Purch	\$56.59
Subtotal for Cost Center Engineering:	\$355.58
00070800 HOSE & RUBBER SUPPLY C - Purch	\$42.41
00070902 WATERWORKS IND 2697 - Purchase	\$354.90
00071030 VZWRLSS APOCC VISB - Purchase	\$280.07
00070648 ITRON INC - Purchase	\$2,525.88
00070659 BEST BUY 00015271 - Purch	\$4.99
00070696 WATERWORKS IND 2697 - Purchase	\$1,691.50
00070741 ROCKY MNTN SCALEWORK - Purchas	\$1,490.17
00070774 PAPA JOHN'S #01393 - Purchase	\$70.16
Subtotal for Cost Center Finance:	\$6,460.08
00070451 PYROTECHS - Purchase	\$150.00
00070505 ATLAS OFFICE PRODUCTS - Purcha	\$369.90
00068880 HOLIDAY INN- RIVERTON - Purcha	\$303.00
00069398 EXXONMOBIL 47626544 - Purch	\$48.14
00069403 BEST BUY 00015271 - Purch	\$149.97
00069599 SAMSCLUB #6425 - Purchase	\$90.72
00069728 BEST BUY 00015271 - Purch	\$524.90
00069761 CPS DISTRIBUTORS INC C - Purch	\$56.00
00069781 KISTLER TENT AND AWNIN - Purch	\$85.00
00069828 BARGREEN WYOMING 25 - Purchase	\$81.32
00069847 WM SUPERCENTER #3778 - Purchas	\$61.61
00069848 EXXONMOBIL 47626544 - Purch	\$29.43
00069894 PRISTINE AUTO SOLUTION - Purch	\$340.00
00069931 KISTLER TENT AND AWNIN - Purch	\$80.00
00069970 HOBBY-LOBBY #0233 - Purchase	\$533.40
00070090 SUTHERLANDS 2219 - Purchase	\$43.42
00070129 ATLAS OFFICE PRODUCTS - Purcha	\$44.16
00070140 FIREROCK STEAKHOUSE - Purchase	\$100.00

Bills & Claims

03/07/2018 to 03/20/2018

00070205 EXXONMOBIL 47626544 - Purch	\$45.85
00070254 ATLAS OFFICE PRODUCTS - Purcha	\$187.49
00070267 EXXONMOBIL 47626544 - Purch	\$39.39
00070279 EXXONMOBIL 47626544 - Purch	\$38.81
00070280 SPORTSMANS WAREHOUSE 1 - Purch	\$58.78
00070339 NORCO INC - Purchase	\$95.70
00070391 NORCO INC - Purchase	\$86.13
00070406 ARCHITECTURALGLAZINGCO - Purch	\$1,872.65
Subtotal for Cost Center Fire:	\$5,515.77
00070285 FRANK J. ZAMBONI & CO. - check	\$617.05
00070301 PARTMASTER - FLAP WHEELS/DISCS	\$529.55
00070324 GREINER FORD LINCOLN O - CABLE	\$291.69
00070368 AMERI-TECH EQUIPMENT C - A2B A	\$394.54
00070410 OSHKOSH CORP MCNEILUS - Purcha	\$319.06
00070452 PARTMASTER - FLAP WHEEL	\$14.63
00070460 CMI-TECO - Purchase	\$473.45
00070463 DRIVE TRAIN CASPER - DRYER	\$381.42
00070229 MIDLAND IMPLEMENT CO - BLADES	\$315.41
00070276 TITAN MACHINERY - GILL - 90 EL	\$69.11
00070468 OSHKOSH CORP MCNEILUS - Purcha	\$162.00
00070492 CMI-TECO - Purchase	\$335.70
00070499 HOSE & RUBBER SUPPLY C - Purch	\$2.46
00070501 OSHKOSH CORP MCNEILUS - Purcha	\$124.80
00070506 WHITES MOUNTAIN - Purchase	\$128.10
00070507 OSHKOSH CORP MCNEILUS - Credit	-\$173.95
00070509 INT IN ON THE HOOK LL - Credi	-\$225.05
00070512 WAUSAU EQUIPMENT COMPA - Purch	\$2,041.75
00070516 WEAR PARTS INC - Purchase	\$17.25
00070520 WHITES MOUNTAIN - Credit	-\$40.00
00070528 DRIVE TRAIN CASPER - FUEL TREA	\$129.70
00070529 GOODYEAR COMMERCIAL TI - Purch	\$2,567.36
00070530 CMI-TECO - Purchase	\$59.21
00070536 OSHKOSH CORP MCNEILUS - Purcha	\$345.92
00070546 GOODYEAR COMMERCIAL TI - Purch	\$3,659.14
00070561 GOODYEAR COMMERCIAL TI - Purch	\$191.28
00070569 CMI-TECO - Credit	-\$336.25
00070572 CENTRAL TRUCK AND DIES - Purch	\$7.33
00070573 CMI-TECO - Purchase	\$656.50
00070584 CMI-TECO - Credit	-\$500.00
00070588 BRAKE SUPPLY COMPANY I - Purch	\$65.45
00070599 GOODYEAR COMMERCIAL TI - Purch	\$931.14
00070600 GOODYEAR COMMERCIAL TI - Purch	\$578.56
00070613 OREILLY AUTO #2746 - Purchase	\$28.76
00070615 AMERI-TECH EQUIPMENT C - Purch	\$135.64
00070620 GOODYEAR COMMERCIAL TI - Purch	\$572.00

Bills & Claims

03/07/2018 to 03/20/2018

00070623 FRANK J. ZAMBONI & CO. - B. CY	\$271.22
00070630 JACKS TRUCK AND EQUIPM - Purch	\$37.10
00070637 WHITES MOUNTAIN - Purchase	\$469.00
00070653 CMI-TECO - Purchase	\$49.27
00070657 GREINER FORD LINCOLN O - Purch	\$67.03
00070670 CENTRAL TRUCK AND DIES - Purch	\$57.68
00070674 BEARING BELTCHAIN00244 - Purch	\$2,374.74
00070674 NAPA	\$62.99
00070677 GREINER FORD LINCOLN O - STOCK	\$8.25
00070679 HONNEN EQUIPMENT 04 - Purchase	\$20.58
00070683 GOODYEAR COMMERCIAL TI - 11R22	\$1,675.50
00070694 HOSE & RUBBER SUPPLY C - Purch	\$3.54
00070717 KOIS BROTHERS EQUIPMEN - Purch	\$1,903.09
00070729 GREINER FORD LINCOLN O - STOCK	\$24.13
00070734 GREINER FORD LINCOLN O - Purch	\$11.08
00070743 JACKS TRUCK AND EQUIPM - Credi	-\$995.07
00070748 INT IN C & C SUPPLY D - Purch	\$8.00
00070758 CMI-TECO - Credit CORE RETURN	-\$80.00
00070340 GREINER FORD LINCOLN O - Purch	\$12.88
00070342 WYOMING MACHINERY CO - Purchas	\$386.66
00070362 KELLYS ALIGNMENT AND B - Purch	\$98.00
00070364 WYOMING MACHINERY CO - Purchas	\$1,351.96
00070376 GOODYEAR COMMERCIAL TI - Purch	\$534.00
00070377 WYOMING MACHINERY CO - Purchas	\$7,631.05
00070388 GREINER FORD LINCOLN O - Purch	\$27.57
00070394 E&F TOWING & RECOVERY - Purcha	\$75.00
00070404 WHITES MOUNTAIN - Purchase	\$244.22
00070407 GREINER FORD LINCOLN O - Purch	\$3.86
00070417 GREINER FORD LINCOLN O - Purch	\$64.88
00070422 EATON SALES & SERVICE - Purcha	\$414.95
00070436 GREINER FORD LINCOLN O - Purch	\$11.19
00070450 GREINER FORD LINCOLN O - Purch	\$221.04
Subtotal for Cost Center Fleet Maintenance:	\$31,916.10
00070703 PAYPAL MOUNTAINPLA - Purchase	\$200.00
Subtotal for Cost Center Fort Caspar:	\$200.00
00070515 HIGHPLAINSP - Purchase	\$164.18
00070566 OU PRESS - Purchase	\$225.28
Subtotal for Cost Center General - Fort Caspar:	\$389.46
00070645 STAPLES 00114181 - Purch	\$106.25
00070570 MOUNTAIN WEST TECH - Purchase	\$49.95
00070583 INT IN NUTECH SPECIAL - Purch	\$112.46
00070367 SAFETY KLEEN SYSTEMS B - Purch	\$452.50
00070424 CHARTER COMM - Purchase	\$135.23

Bills & Claims

03/07/2018 to 03/20/2018

Subtotal for Cost Center Golf Course: \$856.39

00070799 BLAKEMAN PROPANE INC - - Purch	\$2,479.17
00070813 SNOMAX LLC - Purchase	\$1,526.49
00070813 SNOMAX LLC - Purchase	\$2,996.36
00070879 SMITHS FOOD #4185 - Purchase	\$5.98
00070745 KCWY TV - Purchase	\$420.00
00070784 SNOMAX LLC - Purchase	\$5,000.00
00070634 STAPLES 00114181 - Purch	\$62.97
00070352 NORCO INC - Purchase	\$21.92
00070371 THE HOME DEPOT 6001 - Purchase	\$274.86
00070387 HOSE & RUBBER SUPPLY C - Purch	\$101.78
00070390 WW GRAINGER - Purchase	\$51.00

Subtotal for Cost Center Hogadon: \$12,940.53

00070749 SQ SQ SMOKED N TENDE - Purch	\$148.92
00070389 AUDIOCOMPLIANCE.COM - Purchase	\$179.00
00070412 STERLING BACKCHECK - Purchase	\$467.42
00070497 ATLAS OFFICE PRODUCTS - Purcha	\$19.68

Subtotal for Cost Center Human Resources: \$815.02

00070673 SAMSCLUB #6425 - Purchase	\$132.58
00070685 SAMS CLUB #6425 - Purchase	\$111.96
00070700 PARTY AMERICA CASPER # - Purch	\$30.96
00070801 COMTRONIX - Purchase	\$108.00
00070476 SAMSCLUB #6425 - Purchase	\$59.92
00070487 SAMS CLUB #6425 - Purchase	\$85.56
00070504 SAMS CLUB #6425 - Purchase	\$36.90
00070514 DOLLAR TREE - Purchase	\$26.00
00070524 AMAZON MKTPLACE PMTS W - Purch	\$27.99
00070535 BAILEYS ACE HDWE - Purchase	\$31.15
00070587 CASPER RECREATIONAL LE - Purch	\$300.00
00070608 FARMER BROTHERS COFFEE - Purch	\$113.85
00070627 FARMER BROTHERS COFFEE - Purch	\$323.68
00070449 AGP PROPANE SERVICES - Purchas	\$117.01
00070148 MDF INDUSTRIES - Purchase	\$309.00
00070168 INTERNATIONAL TRANSACTION - Pu	\$2.47
00070246 AGP PROPANE SERVICES - Purchas	\$258.82

Subtotal for Cost Center Ice Arena: \$2,075.85

00070579 SAMS CLUB #6425 - Purchase	\$65.88
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Subtotal for Cost Center Information Services: \$65.88

00070856 COMTRONIX - Purchase	\$183.00
00070947 AMAZON.COM AMZN.COM/BI - Purch	\$56.67
00070952 AMAZON MKTPLACE PMTS - Purchas	\$264.80

Bills & Claims

03/07/2018 to 03/20/2018

00070962 AMAZON MKTPLACE PMTS - Purchas	\$264.80
00069586 GALLS - Purchase	\$42.18
00069957 COMMUNICATION TECHNOLO - Purch	\$104.30
00069963 NOLAND FEED INC. - Purchase	\$809.63
00069979 KISTLER TENT AND AWNIN - Purch	\$270.00
00070199 GREENS SEWER AND DRAIN - Purch	\$236.00
00070265 WAL-MART #1617 - Purchase	\$41.82
00070311 CUSTOMINK LLC - Purchase	\$289.86
00070354 BAILEYS ACE HDWE - Purchase	\$43.96
00070707 ANIMAL CARE EQUIPMENT - Purcha	\$491.73
00070730 INT IN EXPRESS PRINTI - Purch	\$58.00
00070746 EXPEDIA 7333466903217 - Purcha	\$1,058.84
00070757 ANIMAL CARE EQUIPMENT - Purcha	\$494.48
00070780 VZWRLSS APOCC VISB - Purchase	\$621.46
Subtotal for Cost Center Metro Animal:	\$5,331.53
00070925 RICOH USA, INC - Purchase	\$142.16
00070925 RICOH USA, INC - Purchase	\$14.94
Subtotal for Cost Center Metropolitan Planning:	\$157.10
00070704 KONE, INC. - Purchase	\$2,380.80
Subtotal for Cost Center Parking:	\$2,380.80
00070850 R & R REST STOPS - Purchase	\$4,008.38
00070663 CPS DISTRIBUTORS INC C - Purch	\$20.24
00070731 THE HOME DEPOT #6001 - Purchas	\$89.26
00070614 BLOEDORN LUMBER CASPER - Purch	\$26.20
00069782 SWI, LLC. - Purchase	\$1,440.00
Subtotal for Cost Center Parks:	\$5,584.08
00070961 CASPER STAR TRIBUNE - Credit	-\$185.22
00070544 CASPER STAR TRIBUNE - Purchase	\$185.20
00070351 SUBWAY 03116324 - Purch	\$51.90
00069257 THE HOME DEPOT 6001 - Purchase	\$200.00
00070737 CASPER STAR TRIBUNE - Purchase	\$58.56
Subtotal for Cost Center Planning:	\$310.44
00070373 HILTON GARDEN INN - Purchase	\$102.30
00070379 UNITED 01670498679813 - Pur	\$366.51
00070386 SCHOOLSAFETY - Purchase	\$475.00
00070347 PHILLIPS 66 - SEI 3571 - Purch	\$4.29
00070369 PF CHANGS #9981 - Purchase	\$32.11
00070405 EXXONMOBIL 99250250 - Purch	\$9.37
00070434 PUNCH BOWL SOCIAL - Purchase	\$15.26
00070437 OLD CHICAGO LOVELAND - Purchas	\$23.20
00070483 FIREHOUSE SUBS # 5 - Purchase	\$10.00

Bills & Claims

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00070485 CHILI'S LOVELAND - Purchase	\$21.00
00070493 THE BOOT GRILL - Purchase	\$15.84
00070503 EXXONMOBIL 47737010 - Purch	\$22.37
00070508 HOLIDAY INN INDIANAPOL - Purch	\$666.90
00070547 ALAMO RENT-A-CAR - Purchase	\$734.42
00070559 THE OLIVE GARD00017160 - Purch	\$26.24
00070563 EXXONMOBIL 99250250 - Purch	\$6.55
00070826 TWIN DRAGON - Purchase	\$13.13
00070835 BEST BUY 00015271 - Purch	\$36.74
00070837 ARBYS 5439 - Purchase	\$8.67
00070849 EXXONMOBIL 47737358 - Purch	\$28.24
00070957 CPU IIT - Purchase	\$177.20
00067410 HILTON SAN DIEGO AIRPO - Purch	\$671.64
00068295 HOTELS.COM144262811478 - Purch	\$1,153.36
00068779 HYATT REGENCY PHOENIX - Purcha	\$10.86
00068793 MCDONALD'S F35665 - Purchase	\$26.25
00068994 HYATT REGENCY PHOENIX - Purcha	\$5.43
00069437 ACADEMI TRAINING CTR - Purchas	\$7.50
00069663 MCDONALD'S F35665 - Purchase	\$9.86
00069772 AMAZON MKTPLACE PMTS - Purchas	\$17.99
00069822 SPORTSMANS WAREHOUSE 1 - Purch	\$31.49
00069907 INST. OF POLICE TECH & - Purch	\$795.00
00069976 CASPER ANIMAL MEDICAL - Purcha	\$149.63
00070000 NOLAND FEED INC. - Purchase	\$75.20
00070003 SHERWIN WILLIAMS 70343 - Purch	\$44.61
00064631 AMAZON MKTPLACE PMTS - Purchas	\$25.97
00064778 DELTA 00623994093365 - Pur	\$292.10
00065694 SUBWAY 03421203 - Purch	\$6.93
00065732 STARBUCKS D RDU - Purchase	\$3.30
00065740 OMALLEYS TAVERN - Purchase	\$16.97
00065763 AVIATOR'S BBQ - Purchase	\$17.00
00065786 STARBUCKS B UP S DEN - Purchas	\$5.29
00065791 UNITED 01626073128470 - Pur	\$25.00
00070628 FEDEX 789868221094 - Purchase	\$11.19
00070644 VZWRLSS IVR VB - Purchase	\$995.49
00070647 BUDDY V'S - Purchase	\$57.37
00070660 DELTA 0068296740701 - Purc	\$25.00
00070668 CNCIA PARKING - Purchase	\$20.00
00070669 E 470 EXPRESS TOLLS - Purchase	\$3.98
00070678 MCDONALD'S F35201 - Purchase	\$4.10
00070680 GALLS - Purchase	\$1,137.25
00070070 SQU SQ CENTRAL WY LOC - Purch	\$175.00
00070517 UNITED 01670506430224 - Pur	\$761.00
00070586 LOAF N JUG #0109 Q81 - Purch	\$28.26
00070651 HOTELS.COM145840548335 - Purch	\$431.85
00070664 PRECISIONRIFLEWORKSHOP - Purch	\$1,400.00

Bills & Claims

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00070672 MCDONALD'S F35665 - Purchase	\$18.40
00070690 HOTELS.COM145832801433 - Purch	\$364.64
00070719 EGGINGTONS - Purchase	\$21.51
00070725 RESPOND FIRST AID OF W - Purch	\$89.98
00070728 HOTELS.COM145871329247 - Purch	\$949.98
00070742 HOTELS.COM145871325936 - Purch	\$1,071.47
00070817 RIMAGE CORP - Purchase	\$424.26
00069337 QUICK CONNECT C06 ORD - Purcha	\$15.08
00069356 CITY OF CHESAPEAKE-TOL - Purch	\$3.00
00069402 UNITED 01626031494931 - Pur	\$60.00
00069420 HARDEES 1650 - Purchase	\$7.78
00069450 ACADEMI TRAINING CTR - Purchas	\$7.00
00069464 ACADEMI TRAINING CTR - Purchas	\$12.00
00069475 FOOD LION #1042 - Purchase	\$44.56
00069493 ACADEMI TRAINING CTR - Purchas	\$12.00
00069524 ACADEMI TRAINING CTR - Purchas	\$6.00
00069538 ACADEMI TRAINING CTR - Purchas	\$7.00
00069548 ACADEMI TRAINING CTR - Purchas	\$7.00
00069588 ACADEMI TRAINING CTR - Purchas	\$4.00
00069615 STARBUCKS STORE 07298 - Purcha	\$12.82
00069680 SCHLOTZSKY'S 1303 - Purchase	\$11.46
00069682 HUHOT MONGOLIAN GRILL - Purcha	\$40.16
00069693 BUFFALO WILD WINGS 020 - Purch	\$14.03
00069714 SAPPORO JAPANESE - Purchase	\$73.03
00069743 ACADEMI TRAINING CTR - Purchas	\$7.00
00069745 ACADEMI TRAINING CTR - Purchas	\$7.00
00069748 ACADEMI TRAINING CTR - Purchas	\$7.00
00069753 JUSTINE'S PIZZA - Purchase	\$33.78
00069757 ACADEMI TRAINING CTR - Purchas	\$12.00
00069765 ACADEMI TRAINING CTR - Purchas	\$12.00
00069771 ACADEMI TRAINING CTR - Purchas	\$7.00
00069778 3 MARGARITAS XX - Purchase	\$52.29
00069791 MCDONALD'S F33289 - Purchase	\$8.03
00069803 ACADEMI TRAINING CTR - Purchas	\$7.00
00069829 ACADEMI TRAINING CTR - Purchas	\$12.00
00069844 JUSTINE'S PIZZA - Purchase	\$30.16
00069867 ACADEMI TRAINING CTR - Purchas	\$7.00
00069895 SUBWAY 00231498 - Purch	\$16.10
00069908 SHELL OIL 57444278907 - Purcha	\$20.46
00069909 ACADEMI TRAINING CTR - Purchas	\$7.00
00069932 MAHI MAHS - Purchase	\$24.16
00069936 WARRIORS MONGOLIAN GRI - Purch	\$15.40
00069953 SQU SQ THREE SHIPS CO - Purch	\$7.13
00069955 TARGET 00010215 - Purch	\$16.48
00069969 STARBUCKS STORE 07298 - Purcha	\$11.37
00070009 ACADEMI TRAINING CTR - Purchas	\$7.00

Bills & Claims

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00070017 USPS PO 3653680958 - Purchase	\$5.00
00070020 ACADEMI TRAINING CTR - Purchas	\$7.00
00070030 ACADEMI TRAINING CTR - Purchas	\$12.00
00070036 EXXONMOBIL 48095137 - Purch	\$30.75
00070037 STARBUCKS STORE 07298 - Purcha	\$14.66
00070049 BIG SAMS INLET CAFE & - Purcha	\$21.93
00070085 EL POTRILLO - Purchase	\$14.80
00070103 ACADEMI TRAINING CTR - Purchas	\$7.00
00070145 ACADEMI TRAINING CTR - Purchas	\$7.00
00070188 ACADEMI TRAINING CTR - Purchas	\$7.00
00070226 PIRATES COVE - CHESAPE - Purch	\$15.37
00070236 SAKURA HIBACHI & SU - Purchase	\$13.06
00070243 ACADEMI TRAINING CTR - Purchas	\$12.00
00070261 ACADEMI TRAINING CTR - Purchas	\$7.00
00070274 DOLLAR TREE - Purchase	\$5.34
00070277 RED BONES - Purchase	\$23.01
00070293 ACADEMI TRAINING CTR - Purchas	\$7.00
00070331 ACADEMI TRAINING CTR - Purchas	\$7.00
00070435 TRAVEL INSURANCE POLIC - Purch	\$21.88
00070440 ACADEMI TRAINING CTR - Purchas	\$7.00
00070445 AJ GATORS SPORTS BAR & - Purch	\$24.26
00070464 ACADEMI TRAINING CTR - Purchas	\$6.00
00070475 DELTA 0068260224476 - Purc	\$25.00
00070486 WATERMANS SURFSIDE - Purchase	\$27.88
00070498 TRAVEL INSURANCE POLIC - Credi	-\$21.88
00070511 INT IN THE BLUE LINE - Purcha	\$199.00
00070552 BUFFALO WILD WINGS 019 - Purch	\$17.42
00070560 SAKURA HIBACHI & SU - Purchase	\$16.94
00070581 SOURCE OFFICE - VITAL - Purcha	\$1,216.57
00070585 GREINER FORD LINCOLN O - Purch	\$67.14
00070597 SOURCE OFFICE - VITAL - Purcha	\$1,783.47
00070618 RI RA IRISH PUB - Purchase	\$41.64
00069071 FEDEXOFFICE 00009423 - Purch	\$165.30
00069570 HOTELS.COM145068103272 - Purch	\$443.12
00069698 PILOT 00007591 - Purch	\$32.20
00069814 VISTAPR VistaPrint.com - Purch	\$983.84
00069859 CHIPOTLE 1014 - Purchase	\$16.64
00069879 CENEX AGFINITY07060601 - Purch	\$34.30
00069896 AMAZON MKTPLACE PMTS - Purchas	\$48.00
00069899 The Library Sports Gri - Purch	\$49.08
00069921 NATIONAL CAR RENTAL - Purchase	\$269.11
00069933 STAPLES 00114181 - Purch	\$49.47
00069935 CASEYS GEN STORE 2791 - Purcha	\$29.86
00069947 AMAZON MKTPLACE PMTS - Purchas	\$251.81
00069951 THE BROWN BOTTLE - Purchase	\$37.99
00069952 CID JV JAVA COFFEE PRE - Purch	\$6.78

Bills & Claims

03/07/2018 to 03/20/2018

00069961 CUP OF JOE - Purchase	\$7.42
00069972 CARIBOU COFFEE #1349 - Purchas	\$7.96
00069982 ROCKY OBRIENS PUB - Purchase	\$34.09
00069983 CANTINA GRILL B - Purchase	\$14.85
00070046 SAMS CLUB #6425 - Purchase	\$13.48
00070057 INTERSTATE ALL BATTERY - Purch	\$15.20
00070086 BAILEYS ACE HDWE - Purchase	\$83.47
00070131 HAIX NORTH AMERICA - Purchase	\$125.00
00070278 AUTOZONE #1293 - Purchase	\$35.98
00070348 MCALISTER'S #1303 - Purchase	\$11.38
00070398 AMAZON MKTPLACE PMTS - Purchas	\$11.99
00070420 PAYPAL REEVESCOMPA - Purchase	\$81.37
00070428 HOTELS.COM145655989426 - Purch	\$712.62
00070482 INT IN POWDER RIVER S - Purch	\$138.00
00070484 SOUTHWES 5261416879432 - Purc	\$347.96
00070496 SOUTHWES 5261416879433 - Purc	\$347.96
00070502 BEST BUY 00015271 - Purch	\$99.99
00070548 HAMPTON INN - Purchase	\$630.54
Subtotal for Cost Center Police:	\$23,627.73
00070089 LASER TECHNOLOGY INC - Purchas	\$895.00
00070115 STALKER RADAR - Purchase	\$5,815.50
00070073 CASTLEBROOK WELDING AN - Purch	\$2,815.00
Subtotal for Cost Center Police Equipment:	\$9,525.50
00070939 WESTERN WYOMING LOCK & - Purch	\$100.00
00070644 VZWRLSS IVR VB - Purchase	\$80.02
00070665 WM SUPERCENTER #3778 - Purchas	\$16.26
00069128 CHRISTIANIA AT VAIL - Purchase	\$176.19
00069147 CHRISTIANIA AT VAIL - Purchase	\$146.66
00070714 ACT CCADV - Purchase	\$275.00
00070714 ACT CCADV - Purchase	\$550.00
00070753 PIZZA RANCH CASPER - Purchase	\$66.97
00070815 PCNAMETAG INC PCNAMETA - Purch	\$98.48
00068603 DELTA 0068257474811 - Purc	\$25.00
00068633 DELTA 0068257474812 - Purc	\$25.00
00068668 DELTA 0068257474813 - Purc	\$25.00
00068770 DELTA 0068295690811 - Purc	\$25.00
00068797 DELTA 0068295690810 - Purc	\$25.00
00068859 DELTA 0068295690812 - Purc	\$25.00
00068591 WYOMING CAMERA - Purchase	\$7,749.95
00068648 MCDONALD'S F35201 - Purchase	\$7.17
00068701 PITA JUNGLE-DOWNT0 - Purchase	\$11.70
00068716 UNITED 01626022191323 - Pur	\$25.00
00068723 HYATT REG PHOENIX F&B - Purcha	\$22.20
00068771 PEI WEI - 33 - Purchase	\$13.74

Bills & Claims

03/07/2018 to 03/20/2018

00068803 PITA JUNGLE-DOWNTOWN - Purchase	\$11.35
00068829 WENDYS 9038 - Purchase	\$8.01
00068858 HYATT REG PHOENIX F&B - Purchase	\$10.21
00068872 ZEN THAI CAFE - Purchase	\$15.95
Subtotal for Cost Center Police Grants:	\$9,534.86
00070336 URGENT CARE OF CASPER - Purchase	\$411.00
Subtotal for Cost Center Property & Liability Insurance:	\$411.00
00070796 SMITHS FOOD #4185 - Purchase	\$10.17
00070801 COMTRONIX - Purchase	\$108.00
00070652 FACEBK MB7XHFJZJ2 - Purchase	\$37.57
00070691 FACEBK EB7XHFJZJ2 - Purchase	\$166.27
00070403 GMR GYMNASTICS SALES I - Purchase	\$495.00
00070629 WAL-MART #1617 - Purchase	\$9.88
00070766 WAL-MART #3778 - Purchase	\$35.92
00070372 WW GRAINGER - Purchase	\$292.38
00070409 CASPER FIRE EXTINGUISH - Purchase	\$200.27
Subtotal for Cost Center Recreation:	\$1,355.46
00071040 PRR portion of paper purchase	\$11.96
00070438 ALL-OUT FIRE EXTINGUIS - Credit	-\$1.55
00070522 CASPER TIRE 0000705 - Purchase	\$32.50
00070602 BLOEDORN LUMBER CASPER - Purchase	\$14.28
00070624 BLOEDORN LUMBER CASPER - Purchase	\$550.39
00069846 ALL-OUT FIRE EXTINGUIS - Purchase	\$31.50
00070413 DRIVE TRAIN CASPER - Purchase	\$104.73
00070429 BAILEYS ACE HDWE - Purchase	\$63.96
Subtotal for Cost Center Refuse Collection:	\$807.77
00071040 CPU portion of paper purchase	\$8.96
00070708 ALBERTSONS #0062 - Purchase	\$15.76
00070761 ALSCO INC. - Purchase	\$200.16
00070785 MENARDS CASPER WY - Purchase	\$2.84
00070911 NORLAB INC - Purchase	\$138.90
00070960 STAPLES 00114181 - Purchase	\$79.47
Subtotal for Cost Center Sewer:	\$446.09
00070906 SHERWIN-WILLIAMS 70896 - Purchase	\$10,150.00
00070970 CASPER CONTRACTORS SUP - Purchase	\$190.08
00070993 CASPER CONTRACTORS SUP - Purchase	\$28.00
00070997 ECONOLITE - Purchase	\$8,300.00
00071056 NORCO INC - Purchase	\$177.06
00070897 TOP OFFICE PRODUCTS INC - Purchase	\$343.87
00071113 CASPER STAR TRIBUNE - Purchase	\$492.20
00070646 CASPER CONTRACTORS SUP - Purchase	\$42.30

Bills & Claims

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00070681 TAPCO - Purchase	\$713.65
00070693 LYLE SIGNS - Purchase	\$650.00
00070705 LYLE SIGNS - Purchase	\$2,955.35
00070733 TACO TIME #6415 - Purchase	\$400.00
00070418 DENVER INDUSTRIAL SALE - Purch	\$868.00
00070631 KISTLER TENT AND AWNIN - Purch	\$185.00
00070589 CMI	\$51.00
00070589 CMI-TECO - Purchase	\$51.00
00070789 IMSA A ROCKY MTN SECTI - Purch	\$2,285.00
00070806 GEOTEC INDUSTRIAL SUPP - Purch	\$360.00
00070809 THE HOME DEPOT 6001 - Purchase	\$805.82
00070848 ALSCO INC. - Purchase	\$330.56
00070870 CASPER CONTRACTORS SUP - Purch	\$445.87
00070539 TAPCO - Purchase	\$4,597.92
00070580 POTTERS FLEX O LITE - Purchase	\$1,072.00
00070395 VZWRLSS IVR VB - Purchase	\$40.01
Subtotal for Cost Center Streets:	\$35,534.69
00070675 PURVIS INDUSTRIES 67 - Purchas	\$213.48
00070687 CPU IIT - Purchase	\$259.00
00070695 ROTO ROOTER - Purchase	\$610.00
00070750 PP WYOMINGWATE - Purchase	\$240.00
00070763 AMBI MAIL AND MARKETIN - Credi	-\$33.55
00070764 AMBI MAIL AND MARKETIN - Purch	\$95.53
00070776 PARTMASTER - Purchase	\$188.82
00070794 HOSE & RUBBER SUPPLY C - Purch	\$45.62
00070824 ALSCO INC. - Purchase	\$434.06
00070834 HOSE & RUBBER SUPPLY C - Purch	\$6.44
00070838 WW GRAINGER - Purchase	\$6.82
00070847 AIR INNOVATIONS INC - Purchase	\$727.60
00070875 ELECTRIC SERVICE CO - Purchase	\$1,184.18
00070896 PACE ANALYTICAL SERVIC - Purch	\$120.00
00070966 LEES GLASS DC 00 OF 00 - Purch	\$483.14
00070447 NORCO INC - Purchase	\$105.29
00070470 CONOCO - HOMAX OIL SAL - Purch	\$134.52
00070477 COMPRESSION LEASING SE - Purch	\$66.74
00070500 WW GRAINGER - Purchase	\$9.69
00070534 INTERMOUNTAIN MOTOR SA - Purch	\$211.41
00070543 HAJOCA KEENAN SUPP 25 - Purcha	\$3,029.69
00070551 WW GRAINGER - Purchase	\$737.59
00070556 STOTZ EQUIP-CASPER- - Purchase	\$23.40
00070619 FERGUSON ENT #3069 - Purchase	\$140.94
00070633 DANA KEPNER CO. - Purchase	\$325.00
00070335 WW GRAINGER - Purchase	\$160.31
00070353 HARBOR FREIGHT TOOLS 3 - Purch	\$31.94
00070355 HACH COMPANY - Purchase	\$1,603.61

Bills & Claims

03/07/2018 to 03/20/2018

00070374 CONOCO - HOMAX OIL SAL - Purch	\$178.24
Subtotal for Cost Center Waste Water:	\$11,339.51
00071040 CPU portion of paper purchase	\$8.97
00070643 DANA KEPNER CO. - Purchase	\$1,257.97
00070655 71 SOIL AND STONE - Purchase	\$3,419.00
00070666 LA CROSSE TECHNOLOGY L - Purch	\$11.95
00070684 ENERGY LABORATORIES, I - Purch	\$352.00
00070701 INT IN TOKAY SOFTWARE - Purch	\$530.00
00070713 INBERG-MILLER ENGINEER - Purch	\$620.00
00070722 WATERWORKS IND 2697 - Purchase	\$94.08
00070769 THE HOME DEPOT #6001 - Purchas	\$4.15
00070865 TOP OFFICE PRODUCTS IN - Purch	\$102.42
00070893 WATERWORKS IND 2697 - Purchase	\$283.62
00070456 ATLAS OFFICE PRODUCTS - Purcha	\$21.38
00070489 FEDEX 789863763004 - Purchase	\$30.31
00070540 ENERGY LABORATORIES, I - Purch	\$352.00
00070577 FERGUSON ENT #3069 - Purchase	\$8.79
00070610 USPS PO 5715580945 - Purchase	\$7.41
00070298 SAMS CLUB #6425 - Purchase	\$250.82
00070312 ENERGY LABORATORIES, I - Purch	\$253.00
00070397 ENERGY LABORATORIES, I - Purch	\$54.00
Subtotal for Cost Center Water:	\$7,661.87
00070898 FEDEX 97469488 - Purchase	\$48.25
00070441 CASPER STAR TRIBUNE - Purchase	\$43.54
00070448 CRUM ELECTRIC SUPPLY C - Purch	\$71.83
00070457 UNITED STATES WELDING - Purcha	\$2,672.32
00070571 WW GRAINGER - Purchase	\$384.00
00070575 CASPER CONTRACTORS SUP - Purch	\$90.03
00070576 COASTAL CHEMICAL CO LL - Purch	\$64.41
00070604 EUROFINS EATON ANALYTI - Purch	\$100.00
00070343 ATLAS OFFICE PRODUCTS - Purcha	\$53.06
00070361 BEARING BELTCHAIN00244 - Purch	\$21.67
00070378 ALBERTSONS #0060 - Purchase	\$58.19
00070416 ENERGY LABORATORIES - Purchase	\$231.00
00070431 ENERGY LABORATORIES - Purchase	\$22.00
Subtotal for Cost Center Water Treatment Plant:	\$3,860.30
00070765 DAYLIGHTDONUTYELLOWSTN - Purch	\$56.28
00070836 CITY BREW COFFEE CB16 - Purcha	\$42.00
00070921 STAPLES 00114181 - Purch	\$64.93
00070589 CMI	\$102.00
00069702 ONE HOUR MARTINIZING - Purchas	\$13.59
00070178 MURDOCH'S RANCH & HOME - Purch	\$25.98
00070385 MOUNTAIN STATES LITHOG - Purch	\$87.44

Bills & Claims

03/07/2018 to 03/20/2018

00070432 SOURCE OFFICE - VITAL - Purcha \$22.62
Subtotal for Cost Center Weed And Pest: \$414.84

Vendor Subtotal: \$201,867.93

POSTAL PROS SOUTHWEST INC

4627 UTILITY BILLING FEES \$2,443.46
 46003 WEB POSTING \$3,829.92
 4680 UTILITY BILLING FEES \$5,099.52

Subtotal for Cost Center Finance: \$11,372.90

46003 WEB POSTING \$727.50
Subtotal for Cost Center Water: \$727.50

Vendor Subtotal: \$12,100.40

RAILROAD MGMT CO III, LLC

365330 16-IN WATERLINE CROSSING \$214.01

Subtotal for Cost Center Water: \$214.01

Vendor Subtotal: \$214.01

RICOH USA PROGRAM PROVIDED BY GE CAPITAL

5052265768 COPIER MAINT \$83.45

Subtotal for Cost Center Police: \$83.45

Vendor Subtotal: \$83.45

ROCKY MOUNTAIN POWER

AP00016903091815 ELECTRICITY \$421.80

AP00014903091815 ELECTRICITY \$4,928.57

Subtotal for Cost Center Aquatics: \$5,350.37

AP00016703091815 ELECTRICITY \$9,469.92

Subtotal for Cost Center Balefill: \$9,469.92

AP00015003091815 ELECTRICITY \$173.23

Subtotal for Cost Center Cemetery: \$173.23

AP00015103091815 ELECTRICITY \$2,816.10

AP00015103091815 ELECTRICITY \$1,372.92

AP00015103091815 ELECTRICITY \$32.51

AP00015103091815 ELECTRICITY \$1,137.25

Subtotal for Cost Center City Hall: \$5,358.78

AP00015503091815 ELECTRICITY \$2,549.58

Bills & Claims

City of Casper

03/07/2018 to 03/20/2018

AP00024003091815 ELECTRICITY	\$782.03
Subtotal for Cost Center Fire:	\$3,331.61
AP00015403091815 ELECTRICITY	\$3,873.28
Subtotal for Cost Center Fleet Maintenance:	\$3,873.28
AP00015603091815 ELECTRICITY	\$577.65
Subtotal for Cost Center Fort Caspar:	\$577.65
AP00015803091815 ELECTRICITY	\$9,216.85
AP00023503091815 ELECTRICITY	\$4,408.49
Subtotal for Cost Center Hogadon:	\$13,625.34
AP00015903091815 ELECTRICITY	\$6,078.79
Subtotal for Cost Center Ice Arena:	\$6,078.79
AP00016003091815 ELECTRICITY	\$880.61
Subtotal for Cost Center Metro Animal:	\$880.61
AP00016103091815 ELECTRICITY	\$1,677.44
Subtotal for Cost Center Parks:	\$1,677.44
AP00016203091815 ELECTRICITY	\$274.63
Subtotal for Cost Center Police:	\$274.63
AP00015203091815 ELECTRICITY	\$3,155.76
Subtotal for Cost Center Recreation:	\$3,155.76
AP00016303091815 ELECTRICITY	\$596.76
AP00023903091815 ELECTRICITY	\$77.07
Subtotal for Cost Center Sewer:	\$673.83
AP00016403091815 ELECTRICITY	\$48,211.48
AP00024103091815 ELECTRICITY	\$85.28
Subtotal for Cost Center Streets:	\$48,296.76
AP00024303091815 ELECTRICITY	\$1,105.82
Subtotal for Cost Center Water:	\$1,105.82
Vendor Subtotal:	\$103,903.82
RYAN SHELLENBERGER	
RIN0028459 VMWARE VCP EXAM VOUCHER	\$196.88
Subtotal for Cost Center Information Services:	\$196.88
Vendor Subtotal:	\$196.88

Bills & Claims

03/07/2018 to 03/20/2018

RYAN STAUCH	RIN0028479 WORK BOOT REIMBURSEMENT	\$75.00
	Subtotal for Cost Center Golf Course:	\$75.00
	Vendor Subtotal:	\$75.00
SCOTT ZIMMERMAN	RIN0028466 STEEL TOED WORK BOOTS	\$75.00
	Subtotal for Cost Center Balefill:	\$75.00
	Vendor Subtotal:	\$75.00
SMARSH, INC	AP00017703091815 EMAIL MAINTENANCE-INV00336534	\$1,694.00
	AP00017703091815 EMAIL MAINTENANCE-INV00340522	\$50.00
	Subtotal for Cost Center Finance:	\$1,744.00
	Vendor Subtotal:	\$1,744.00
STATE OF WY. - DEPT. OF REVENUE	FEBRUARY 2018 SALES TAX 2/2018	\$10.98
	Subtotal for Cost Center Aquatics:	\$10.98
	FEBRUARY 2018 SALES TAX 2/2018	\$4.45
	Subtotal for Cost Center Balefill:	\$4.45
	FEBRUARY 2018 SALES TAX 2/2018	\$33.53
	Subtotal for Cost Center Fort Caspar:	\$33.53
	FEBRUARY 2018 SALES TAX 2/2018	\$451.02
	Subtotal for Cost Center Ice Arena:	\$451.02
	FEBRUARY 2018 SALES TAX 2/2018	\$2.90
	Subtotal for Cost Center Recreation:	\$2.90
Vendor Subtotal:	\$502.88	
STATE OF WY. - NOTARY DIV.	RIN0028486 NEW NOTARY SN	\$30.00
	Subtotal for Cost Center Police:	\$30.00
	Vendor Subtotal:	\$30.00
STATE OF WY. - OFFICE OF	RIN0028476 CW128GR PRINCIPAL PAYMENT	\$3,434.22

Bills & Claims

City of Casper

03/07/2018 to 03/20/2018

STATE LANDS & INVEST	Subtotal for Cost Center Waste Water:	\$3,434.22
	Vendor Subtotal:	\$3,434.22
STATELINE NO 7 ARCHITECTS	1700 PLAINS FURN ARCH/STRUCT SURVY	\$3,000.00
	Subtotal for Cost Center Special Revenue:	\$3,000.00
	Vendor Subtotal:	\$3,000.00
STEVEN NUNN	4270 CLOTHING REIMBURSEMENT	\$153.26
	Subtotal for Cost Center Police:	\$153.26
	Vendor Subtotal:	\$153.26
STEVENS ENGINEERS INC	11290 ICE ARENA CHILLER SYSTEM	\$6,000.00
	Subtotal for Cost Center Casper Ice Arena:	\$6,000.00
	Vendor Subtotal:	\$6,000.00
TERRACON	TA16661 REGIONAL LANDFILL LIFETIME PER	\$3,633.15
	Subtotal for Cost Center Balefill:	\$3,633.15
	Vendor Subtotal:	\$3,633.15
THIRTY THREE MILE ROAD IMPROVEMENT & SVS DIST	RIN0028480 SEWER LINE FLUSHING WATER	\$70.00
	Subtotal for Cost Center Sewer:	\$70.00
	Vendor Subtotal:	\$70.00
TRAVIS JACOBS	1-286055 REIMBURSEMENT FOR BOOTS	\$75.00
	Subtotal for Cost Center Finance:	\$75.00
	Vendor Subtotal:	\$75.00
TWEED'S WHOLESALE	359211 SUPPLIES	\$359.55
	Subtotal for Cost Center Recreation:	\$359.55
	Vendor Subtotal:	\$359.55

Bills & Claims

03/07/2018 to 03/20/2018

UNIVERSITY OF WY.- COOPERATIVE EXTENSION SVC.	0107 REGIS FOR TREE WORKSHOP	\$25.05
	Subtotal for Cost Center Parks:	\$25.05
	Vendor Subtotal:	\$25.05
VICTOR MARTINEZ	RIN0028464 STEEL TOED WORK BOOTS	\$24.66
	Subtotal for Cost Center Balefill:	\$24.66
	Vendor Subtotal:	\$24.66
WARDWELL WATER & SEWER DISTRICT	RIN0028468 BOOSTER IRRIGATION	\$14.30
	Subtotal for Cost Center Water Treatment Plant:	\$14.30
	Vendor Subtotal:	\$14.30
WILLIAM NEELAND	RIN0028453 WATER OPERATOR LEVEL III EXAM	\$100.00
	Subtotal for Cost Center Water Treatment Plant:	\$100.00
	Vendor Subtotal:	\$100.00
WY. CONFERENCE OF BLDG. OFFICIALS	RIN0028471 REGISTRATION CONFERENCE	\$150.00
	RIN0028472 REGISTRATION CONF J SCOTT	\$150.00
	Subtotal for Cost Center Code Enforcement:	\$300.00
Vendor Subtotal:	\$300.00	
WY. DEPT. OF TRANSPORTATION	0000096186 BRYAN STOCK TRAIL	\$71.86
	0000082690 W YELLOWSTONE	\$50.64
	0000091018 W YELLOWSTONE	\$5,842.45
	0000091993 W YELLOWSTONE	\$482.16
	0000093219 W YELLOWSTONE	\$896.26
	0000093253 W YELLOWSTONE	\$722.54
	0000094876 W YELLOWSTONE	\$2,366.58
	0000095376 W YELLOWSTONE	\$1,638.26
	0000089523 W YELLOWSTONE	\$3,025.99
	0000093246 W YELLOWSTONE	\$679.09
	0000093320 W YELLOWSTONE	\$464.00
	0000096113 W YELLOWSTONE	\$83.49
	0000096161 YELLOWSTON-(DAVID-SPRUCE)06-07	\$176.32
Subtotal for Cost Center Streets:	\$16,499.64	

Bills & Claims

03/07/2018 to 03/20/2018

Vendor Subtotal: **\$16,499.64**

**WY. LAW ENFORCEMENT
ACADEMY**

A-0390 TRAINING \$1,532.00

A-0390 OPERATIONAL SUPPLIES \$1,584.90

Subtotal for Cost Center Police: **\$3,116.90**

Vendor Subtotal: **\$3,116.90**

WY. PEACE OFFICERS ASSOC.

RIN0028461 MEMERSHIP RENEWAL \$210.00

Subtotal for Cost Center Police: **\$210.00**

Vendor Subtotal: **\$210.00**

ZUNESIS, INC.

CASP-011618 MAINTENANCE FOR 2 BLADES \$2,664.90

Subtotal for Cost Center Information Services: **\$2,664.90**

Vendor Subtotal: **\$2,664.90**

Grand Total **\$1,287,300.49**

Approved By

On

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 03/20/18

Payroll Disbursements

2/28/18	EXCEPTION PAYROLL	\$	14,172.30
2/28/18	BENEFITS & DEDUCTIONS	\$	2,285.14
3/5/18	FIRE PAYROLL	\$	171,123.35
3/5/18	BENEFITS & DEDUCTIONS	\$	30,944.94
3/8/18	CITY PAYROLL	\$	1,054,130.59
3/8/18	BENEFITS & DEDUCTIONS	\$	180,828.12

Total Payroll \$ 1,453,484.44

Additional Fees


Total Fees \$ -


Additional Accounts Payable

3/1/18	Prewrits - Utility Refunds - Travel Reimbursements		
	Allen Lewis	\$	996.68
	Bennu Renovations	\$	24.54
	Harley Bushnell	\$	25.33
	Katarzyna Clingman	\$	53.97
	Jacob Carlson	\$	519.91
	Joey Reed	\$	1,010.36
	Nicolas Schaefermeyer	\$	24.00
	Thomas Solberg	\$	859.93
2/16/2018	Global Spectrum	\$	85,214.50
2/21/2018	Global Spectrum	\$	95,554.50
3/1/2018	Global Spectrum	\$	76,955.00

Total Additional AP \$ 261,238.72

March 6, 2018

MEMO TO: J. Carter Napier, City Manager 

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

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

Meeting Type & Date

Regular Council Meeting
March 20, 2018

Action Type

Minute Action

Recommendation

That Council, by minute action, establish April 3, 2018, as the Public Hearing date for the consideration for the City of Casper to transfer ownership, operation, and maintenance of the Hanly Acres Subdivision water system to the Town of Mills.

Summary

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

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

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

Financial Considerations

No Financial considerations.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

No Attachments

March 1, 2018

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

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

SUBJECT: Public Hearing for 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 20, 2018

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application 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.

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

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application
Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk Local License #: _____

License Fees Annual Fee: \$ 1500.00 Date filed with clerk: 02 1 02 18
 Prorated Fee: \$ _____ Advertising Dates: (2 Weeks) 03/8/18 & 3/11/2018
 Transfer Fee: \$ _____ Hearing Date: 03 1 20 1 2018
 Publishing Fee: \$ _____
 Publishing Fee Direct Billed to Applicant:

License Term: 04 / 01 / 2018 Through 03 / 31 / 2019
Month Day Year Month Day Year

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

Applicant: Wonderful House Casper Inc
 Trade/Business Name (dba): Wonderful House
 Building to be licensed/Building Address: 221 S Montana Ave
Number & Street
Casper WY 82609 Natrona
City State Zip County
 Mailing Address: 221 S Montana Ave
Number & Street or P.O. Box
Casper WY 82609
City State Zip
 Business Telephone Number: (307) 315-6832 Fax Number: (307) 315-6834
 E-Mail Address: _____
 Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
PT of Sec 2 & 11, BLK 14 EAST TERRACE SUBDIVISION, Natrona County, WY

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

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

FULL TIME (e.g. Jan through Dec) SEASONAL/PART-TIME NON-OPERATIONAL/PARKED
 (specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)
 from Jan to Dec from _____ to _____ from _____ to _____

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) OWN the licensed building? YES (own) YES (lease)
 (2) LEASE the licensed building? (Lease must be through the term of the liquor license) YES (lease)
 If Yes, please submit a copy of the lease and indicate
 (A) When the lease expires, located on page 2 paragraph _____ of lease.
 (B) Where the Sales provision for alcoholic or malt beverages is located, on page 10 paragraph 7 of lease.
 (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

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

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

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

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

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

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

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

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

7. BAR AND GRILL LICENSE:

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

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): 7ft by 9ft room in SE corner of the building

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

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

9. RESORT LICENSE:

Does the resort complex:

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

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

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

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

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

10. MICROBREWERY LICENSE:

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

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

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

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

11. WINERY LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

14. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF Tetona)

Signed and sworn to before me on this 3rd day of January, 2018 that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|-----------------------------------|--------------------------------------|--------------------------------|
| 1) | <u>XiaoRong Si</u>
(Signature) | <u>XiaoRong Si</u>
(Printed Name) | <u>President</u>
Title |
| 2) | <u>Lu Gao</u>
(Signature) | <u>Lu Gao</u>
(Printed Name) | <u>Vice President</u>
Title |
| 3) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 4) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 5) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 6) | _____
(Signature) | _____
(Printed Name) | _____
Title |

* Witness my hand and official seal: Carla Mills Leaker
Signature of Notary Public

My commission expires: 10/27/18

(SEAL)

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 03/07/2018 and ended on 03/21/2018 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills-Lovatoch Date: 03/12/2018

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

12th day of March, 2018

Christa K. Wiggs



Provide to City of Casper Central Records

Wonderful House Casper, Inc.

Notice is hereby given that on the 5th day of February, 2018, Wonderful House Casper, Inc. applied for a new Restaurant Liquor License No. 38 in the office of the Clerk of the City of Casper, Wyoming for the following described place 221 South Montana, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 20th day of March, 2018 in the City Council Chambers at 200 North David.

Dated: 2/5/2018

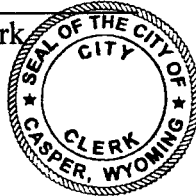
AFFIDAVIT OF NOTICE OF APPLICATION POSTING

State of Wyoming)
County of Natrona)

I, the City Clerk, being in the employ of the City of Casper, through my office, responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and know the facts herein set forth, do solemnly swear that notice of application for a new Restaurant Liquor License and Public Hearing was posted on the 12th day of March, 2018, conspicuously upon the respective premises, shown by the application as the proposed place of sale.

By: 
Fleur D. Tremel, City Clerk

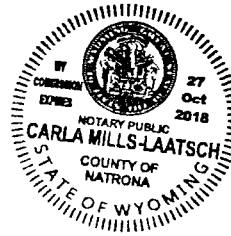
Date: 3/12/18



Scribed in my presence and sworn before me on this

12th day of March, 2018

Carla Mills-Laatsch





Provide to City of Casper Central Records

RESTAURANT LIQUOR LICENSE NO. 38

NOTICE OF APPLICATION FOR A New Restaurant Liquor License is hereby given that on the 5th day of February 2018, Wonderful House Casper, INC., d/b/a Wonderful House filed an application for a New Restaurant Liquor License, in the Office of the Clerk of the City of Casper, Wyoming for the following described building and premises to wit: 221 South Montana protests, if any there be, against the issuance of such license (permit) will be heard at the hour of 6:00 p.m. the 20th day of March 2018, in the Council Chambers of the City of Casper, Wyoming.

Dated: March 12th, 2018

Signed:  

City Clerk

ORDINANCE NO. 2-18

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

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

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

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

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

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

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

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

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

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

- (a) To protect the community's visual quality and safety while facilitating the reasonable and balanced provision of wireless communication services. More specifically, it is the City's goal to minimize the visual impact of wireless communication facilities on the community, particularly in and near residential zones;
- (b) To promote and protect the public health, safety and welfare, preserve the aesthetic character of the Casper community, and to reasonably regulate the development and operation of wireless communication facilities within the City to the extent permitted under State and federal law;
- (c) To minimize the impact of wireless communication facilities by establishing standards for siting design and screening;
- (d) To preserve the opportunity for continued and growing service from the wireless industry;
- (e) To accommodate the growing need and demand for wireless communication services;

- (f) To establish clear guidelines and standards and an orderly process for review intended to facilitate the deployment of wireless transmission equipment, to provide advanced communication services to the City, its residents, businesses and community at large;
- (g) To ensure City zoning regulations are applied consistently with federal and State telecommunications laws, rules, regulations and controlling court decisions; and
- (h) To provide regulations which are specifically not intended to, and shall not be interpreted or applied to, (1) prohibit or effectively prohibit the provision of wireless services, (2) unreasonably discriminate among functionally equivalent service providers, or (3) regulate wireless communication facilities and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission.

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

- (a) "Antenna" means any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that sends or receives digital signals, analog signals, radio frequencies or wireless communication signals.
- (b) "Antenna array" means a single or group of antenna elements, not including DAS and small cells, and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support structure for the sole purpose of transmitting or receiving wireless communication signals.
- (c) "Applicant" means any person engaged in the business of providing wireless communication services or the wireless communications infrastructure required for wireless communications services and who submits an application.
- (d) "Backhaul network" means the lines that connect a provider's towers or cell sites to one or more cellular telephone switching offices or long distance providers, or the public switched telephone network.
- (e) "Base station" means a structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this Section or any equipment associated with a tower.
 - (1) The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
 - (2) The term includes, but is not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small cell networks).
 - (3) The term includes any structure other than a tower that, at the time the relevant application is filed with the City under this Section, supports or houses equipment described in this Section that has been reviewed and approved under the applicable zoning or siting process, or under State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support.

- (4) The term does not include any structure that, at the time the relevant application is filed with the State or the City under this Section, does not support or house equipment described in this Section.
- (f) "Collocation" means the mounting or installation of an antenna on an existing tower, building or structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.
- (g) "Distributed Antenna System" or "DAS" means a network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.
- (h) "Downtown area" means the area is located in the downtown development district boundaries and the OYDSPC as shown on the zoning map.
- (i) "Eligible Facilities Request" means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:
- (1) Collocation of new transmission equipment;
 - (2) Removal of transmission equipment; or
 - (3) Replacement of transmission equipment.
- (j) "Eligible support structure" means any tower or base station as defined in this Section, provided that it is existing at the time the relevant application is filed with the City under this Section.
- (k) "Existing" means a tower or base station that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.
- (l) "FAA" means the Federal Aviation Administration.
- (m) "FCC" means the Federal Communications Commission.
- (n) "Macrocell" means an antenna or antennas mounted on a tower, ground-based mast, rooftops and other structures, at a height that provides a clear view over the surrounding buildings and terrain.
- (o) "Site" means, in relation to a tower that is not in the public right-of-way, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site. In relation to support structures other than towers, site means an area in proximity to the structure and to other transmission equipment already deployed on the ground.
- (p) "Small cells" mean compact wireless equipment that contain their own transceiver equipment and function like cells in a wireless network but provide a smaller coverage area than traditional macrocells.
- (q) "Stealth design" means technology that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof-mounted antennas.
- (r) "Substantial change" means a modification that substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:
- (1) For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10%

or more than ten feet, whichever is greater. Changes in height shall be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the original tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act (47 U.S.C. Section 1455 (a));

- (2) For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
 - (3) For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
 - (4) It entails any excavation or deployment outside the current site;
 - (5) It would defeat the concealment elements of the eligible support structure; or
 - (6) It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment; provided, however, that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in (1) through (4).
- (s) "Tower" means any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.
- (t) "Tower height" means the vertical distance measured from the base of the tower structure at grade to the highest point of the structure including the antenna. A lightning rod, not to exceed ten feet (10') in height, shall not be included within tower height.
- (u) "Transmission equipment" means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
- (v) "Utility support structure" means utility poles or utility towers supporting electrical, telephone, cable or other similar facilities; street light standards; or pedestrian light standards.
- (w) "Wireless Communication Facilities" or "WCF" means a staffed or unstaffed facility or location or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications or other signals for commercial communications purposes, typically consisting of one or more antennas or group of antennas, a tower or attachment support structure,

transmission cables and other transmission equipment, and an equipment enclosure or cabinets, and including small cell technologies.

Section 4. Applicability.

- (a) **New Towers, Antennas, DAS and Small Cells.** All new towers, antennas, DAS and small cells in the City shall be subject to these regulations.
- (b) **Preexisting Towers or Antennas.** Preexisting towers and preexisting antennas shall not be required to meet the requirements of this Section, except as otherwise provided herein.
- (c) **Exempt Facilities.** The following are exempt from this Section:
 - (1) FCC licensed amateur (ham) radio facilities;
 - (2) Satellite earth stations, dishes and/or antennas used for private television reception not exceeding one (1) meter in diameter;
 - (3) A government-owned WCF installed upon the declaration of a state of emergency by the federal, state or local government, or a written determination of public necessity by the City; except that such facility must comply with all federal and State requirements. The WCF shall be exempt from the provisions of this Section for up to one month after the duration of the state of emergency;
 - (4) A temporary, commercial WCF installed for providing coverage of a special event such as news coverage or sporting event, subject to administrative approval by the City. The WCF shall be exempt from the provisions of this Section for up to one week before and after the duration of the special event; and
 - (5) Other temporary, commercial WCFs installed for a period of up to ninety (90) days, subject to the City's discretion; provided that such temporary WCF will comply with applicable setbacks and height requirements.

Section 5. Tower Requirements.

- (a) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, shall obtain a city building permit from the building inspector prior to construction or erection.
- (b) The design of all towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall comply with applicable sections of the most recent edition of the Building Code, as adopted by the City.
- (c) Preengineered and prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall require certification of a Wyoming professional engineer, providing that the structure and installation are in accordance with manufacturer's recommendations. All drawings and installation instructions are subject to the approval of the chief building official or the designee thereof.
- (d) All non-preengineered and non-prefabricated towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources, including the substructure, shall be designed by a licensed professional engineer, registered in the state.
- (e) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall be installed and maintained in compliance with applicable federal, state and City codes.

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

Section 6. Distributed Antenna Systems and Small Cells.

- (a) Distributed Antenna Systems and small cells are allowed in all zones by right (unless they involve the installation of a pole, tower or building) and except for the FC or OYD zones, as long as all other requirements of the zoning district are met along with stealth requirements, regardless of the siting preferences listed in Section 10 herein, provided the applicant also complies with all federal laws (such as the Americans with Disabilities Act) and State laws and requirements.
- (b) Distributed Antenna Systems and small cells in all zones are subject to approval by administrative review unless their installation requires the construction of a new pole, tower or building. A Conditional Use Permit shall not be required for stealth replacement utility support structures, so long as they are substantially similar in height and design.
- (c) A single permit application may be used for multiple distributed antennas that are part of a larger overall DAS network. A single permit application may also be used for multiple small cells spaced to provide wireless coverage in a defined geographic area. A single license agreement may be used for multiple node locations in DAS and/or small cell networks.

Section 7. General Requirements.

- (a) Inventory of Existing Sites. Each applicant for a macrocell tower shall provide to the Community Development Department an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the City or within one-half mile of the border thereof, including specific information about the location, height, and design of each tower or antenna. The Community Development Department may share such information with other applicants applying for administrative approvals or conditional use permits under this Section or other organizations seeking to locate antennas within the jurisdiction of the City; provided, however, that the City is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.
- (b) Color. The antenna array shall be placed and colored to blend into the architectural detail and coloring of the host structure. Support towers shall be painted a color that best allows it to blend into the surroundings. The use of grays, blues, greens, dark bronze, browns or other site specific colors may be appropriate; however, each case will be evaluated individually.
- (c) Lighting. Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the chief building official or the designee thereof may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding property owners. Security lighting for the equipment shelters or cabinets and other on the ground ancillary equipment is also permitted, as long as it is appropriately down shielded to keep light within the boundaries of the site.
- (d) State or Federal Requirements. All towers and antennas must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, and if WCF equipment is added either through collocation or replacement, then the owners of the towers and antennas governed by this Section shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations, unless a different compliance schedule is mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

- (e) **Building Permit.** A building permit is required for all wireless communication facilities, and shall be subject to the site development standards prescribed herein. A site development plan shall contain the following information:
- (1) Construction drawings showing the proposed method of installation;
 - (2) The manufacturer's recommended installations, if any; and
 - (3) A diagram to scale showing the location of the wireless communication facility, property and setback lines, easements, power lines, all structures, and required landscaping.
- (f) **Building Codes; Safety Standards.** To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable industry standards for towers, as amended from time to time. Compliance with this Section is subject to the Casper Municipal Code enforcement procedures, and other applicable provisions of the Casper Municipal Code. If, upon inspection, the City concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower at the owner's expense.
- (g) **Notice.** For purposes of this Section, any conditional use permit or appeal of a conditional use shall require notice as required by the Casper Municipal Code.
- (h) **Signs.** No facilities may bear any signage or advertisement(s) other than signage required by law or expressly permitted/required by the City.
- (i) **Visual Impact.** All WCFs in residential uses and zones and within two hundred feet (200') of residential zones or in the downtown area shall be sited and designed to minimize adverse visual impacts on surrounding properties and the traveling public to the greatest extent reasonably possible, consistent with the proper functioning of the WCF. Such WCFs and equipment enclosures shall be integrated through location and design to blend in with the existing characteristics of the site. Such WCFs shall also be designed to either resemble the surrounding landscape and other natural features where located in proximity to natural surroundings, or be compatible with the built environment, through matching and complimentary existing structures and specific design considerations such as architectural designs, height, scale, color and texture or be consistent with other uses and improvements permitted in the relevant zone.
- (j) **Use of Stealth Design.** The applicant shall provide justification if it is not employing stealth design. Stealth design is required in all zones (for example, in residential zones, the OYD and the downtown area), and concealment techniques must be appropriate given the proposed location, design, visual environment, and nearby uses, structures, and natural features. Stealth design shall be designed and constructed to substantially conform to surrounding building designs or natural settings, so as to be visually unobtrusive. Stealth design that relies on screening wireless communication facilities in order to reduce visual impact must screen all substantial portions of the facility from view. Stealth and concealment techniques do not include incorporating faux-tree designs of a kind that are not native to the City of Casper.
- (k) **Building-mounted WCFs.**
- (1) All transmission equipment shall be concealed within existing architectural features to the maximum extent feasible. Any new architectural features proposed to conceal the transmission equipment shall be designed to mimic the existing underlying structure, shall be proportional to the existing underlying structure or conform to the underlying use and shall use materials in similar quality, finish, color and texture as the existing underlying structure.

- (2) All roof-mounted transmission equipment shall be set back from all roof edges to the maximum extent feasible consistent with the need for "line-of-sight" transmission and reception of signals.
 - (3) Antenna arrays and supporting transmission equipment shall be installed so as to camouflage, disguise or conceal them to make them closely compatible with and blend into the setting or host structure.
- (l) Antenna Arrays. Wireless communication antenna arrays are permitted in any zone as long as they are located upon an existing structure (except on single family houses, signage or a building less than sixty feet [60'] in height), that provides sufficient elevation for the array's operation without the necessity of constructing a tower or other apparatus to extend the antenna array more than fifteen feet (15') above the structure. Installation on City property requires the execution of necessary agreements. However, if any support tower is needed to achieve the needed elevation, then a Conditional Use Permit is required. If a new equipment cabinet is to be installed, it must be screened if it is higher than the existing screened facility.
- (m) WCFs in the Public Rights-of-Way.
- (1) Utility support structure - mounted equipment. All pole-mounted transmission equipment shall be mounted as close as possible to the pole so as to reduce the overall visual profile to the maximum extent feasible.
 - (2) License or agreement. For all WCFs to be located within the right-of-way, prior to submitting for a permit, the applicant must have a valid municipal agreement, license, franchise agreement, Right-of-Way agreement, encroachment permit or exemption otherwise granted by applicable law. If the applicant is willing to install its ancillary facilities underground, that determination by the City shall be subject to administrative review.
- (n) Accessory Uses.
- (1) Accessory uses shall be limited to such structures and equipment that are necessary for transmission or reception functions, and shall not include broadcast studios, offices, vehicles or equipment storage, or other uses not essential to the transmission or reception functions.
 - (2) All accessory buildings shall be constructed of building materials equal to or better than those of the primary building on the site and shall be subject to site plan approval.
 - (3) No equipment shall be stored or parked on the site of the tower, unless used in direct support of the antennas or the tower that is being repaired.
- (o) Accessory Equipment. In residential zones, all accessory equipment located at the base of a WCF shall be located or placed (at the applicant's choice) in an existing building, underground, or in an equipment shelter that is (a) designed to blend in with existing surroundings, using architecturally compatible construction and colors; and (b) be located so as to be unobtrusive as possible consistent with the proper functioning of the WCF.
- (p) Site Design Flexibility. Individual WCF sites vary in the location of adjacent buildings, existing trees, topography and other local variables. By mandating certain design standards, there may result a project that could have been less intrusive if the location of the various elements of the project could have been placed in more appropriate locations within a given site. Therefore, the WCF and supporting equipment may be installed so as to best camouflage, disguise them, or

conceal them, to make the WCF more closely compatible with and blend into the setting or host structure, upon approval by the Community Development Director or the designee thereof.

(q) General Standards and Construction Provisions.

- (1) All structures shall be constructed and installed to manufacturer's specifications, and constructed as required by the City's currently adopted Building Code, as amended, and required setback provisions as prescribed for the zoning districts.
- (2) Structures shall be permitted and constructed to meet the City's currently adopted Building Code requirements.
- (3) All structures shall conform to FCC and FAA regulations, if applicable.
- (4) If any setback as prescribed within this Code requires a greater distance than required of this Section, the greater distance shall apply.
- (5) Landscaping and Fencing. In all zoning districts, the following additional landscaping shall be required beyond that which is required for the zone in which it is located:
 - (i) Equipment shelters and cabinets and other on the ground ancillary equipment shall be screened with landscaping as required for the zone in which located or with another design acceptable to the Community Development Department. Alternatively, where technically feasible, the applicant shall incorporate the cabinet and other equipment into the base of a new pole (for example, for a small cell) provided there is adequate space in the right-of-way and that ADA sidewalk accessibility requirements can be met. All provisions of the ADA, including, but not limited to, clear space requirements, shall be met by the applicant.
 - (ii) The ground level view of towers shall be mitigated by additional landscaping provisions as established through the conditional use permit process. The use of large trees from the approved urban forestry list of recommended species or native conifers is required at the spacing specified for the specific trees chosen. Alternatively, a landscaping plan may be submitted with the conditional use permit and, if approved, shall take precedence over the foregoing requirement.
 - (iii) A site-obscuring fence (for example, wrought iron as opposed to barbed wire) no less than six feet (6') in height from the finished grade shall be constructed around each macrocell tower and around related support or guy anchors. Access shall only be through a locked gate. Any fence shall comply with the other design guidelines of the Casper Municipal Code.
- (6) New Poles. To the extent technically feasible, new poles must be designed to match the existing light fixtures and other poles, and they shall serve a dual purpose (for example, a new light fixture, flag pole or banner clips).
- (7) Other Published Materials. All other information or materials that the City may reasonably require, from time to time, make publicly available and designate as part of the application requirements.

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

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

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

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

- (a) It is the policy of the City to minimize the number of macrocells and wireless communication support towers and to encourage the collocation of antenna arrays of more than one wireless communication service provider on a single support tower, provided that additional Building Code regulations may apply.
- (b) No new macrocell wireless communication support tower may be constructed within one-half mile of an existing macrocell support tower, unless it can be demonstrated to the satisfaction of the Community Development Director or the designee thereof that the existing macrocell support tower is not available or feasible for collocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant. Factors to be considered by the Community Development Director or the designee thereof in determining whether applicant has made this demonstration include those listed below in subsection (d).
- (c) The shared use of towers is encouraged. Applications for macrocells and towers which will, immediately upon completion, operate with more than one user may reduce setback requirements from adjacent nonresidential property. The setback from adjacent nonresidential property may be reduced by twenty-five percent when two users enter into a binding agreement prior to the issuance of the building permit. The setback from adjacent nonresidential property may be reduced by up to fifty percent when three or more users enter into a binding agreement prior to the issuance of the building permit. A binding agreement for the purposes of this subsection is one signed by all parties using the tower and by the affected landowners. This signed agreement will commit the users to occupy the tower immediately upon its completion. Notwithstanding the foregoing, fall zones shall be at least one foot for every foot of tower height subject to the breakpoint provisions herein.
- (d) Factors Considered in Granting Conditional Use Permits for Macrocells and Towers. In addition to any standards for consideration of conditional use permit applications pursuant to the Casper Municipal Code, the applicant must provide wet stamped plans for macrocell towers, and the Planning and Zoning Commission or City Council (as appropriate under Casper Municipal Code Section 17.12.240 (C)) shall consider the following factors in determining whether to issue a conditional use permit.
 - (1) Towers exceeding a height of 75 feet shall be able to accommodate collocation of one additional provider. Additional height to accommodate additional collocation may be approved if the applicant submits information certifying the tower has capacity for at least two additional providers. The applicant shall provide a letter indicating their good faith intent to encourage collocation on the tower.
 - (2) Proximity of the macrocell tower to residential structures and residential district boundaries.
 - (3) Nature of uses on adjacent and nearby properties.
 - (4) Surrounding topography.
 - (5) Surrounding tree coverage and foliage.
 - (6) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness.

- (7) Proposed ingress and egress.
 - (8) Whether existing structures are located within the geographic area that meet applicant's engineering requirements.
 - (9) Whether existing towers or structures have sufficient structural strength to support applicant's proposed antenna and related equipment.
 - (10) The applicant's proposed antennas would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.
 - (11) Whether the fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
 - (12) Whether the applicant demonstrates that there are other limiting factors not enumerated herein that render existing towers and structures unsuitable.
- (e) Site Plan. In districts where towers are allowed, applicants are required to submit and be granted an approval for a site plan before a building permit will be issued. The standards set forth in the Tower Regulations Summary of this Section will be used to determine tower requirements and whether approval shall be granted or denied. Towers of one hundred twenty-one (121) feet or more require that site plan approval be granted by the City Council, following recommendation from the Planning and Zoning Commission. Both the City Council and the Planning and Zoning Commission may consider reductions to the setback requirements for such towers as a part of the site plan approval.
- (f) All towers that provide commercial wireless telecommunication service are required to submit a site plan to the City for approval. In addition to the standard site plan requirements (listed in Title 17, of the Casper Municipal Code), the following information must be supplied with the site plan or building permit application:
- (1) Identification of the intended user(s) of the tower;
 - (2) Site and landscape plans drawn to a one inch equals 10' for one acre or less and one inch equals 20' for sites larger than one acre;
 - (3) The general capacity of the tower;
 - (4) Proposed modifications to any structure, proposed transmission equipment and its location and areas where excavation is proposed;
 - (5) An analysis of the area containing existing topographical contours;
 - (6) The number and positioning of guy wires and antennas;
 - (7) Site plans must show the locations for at least two equipment buildings, even if the tower is proposed for a single user;
 - (8) For macrocell towers that are fifty feet or greater in height above the ground, a visual study depicting the zone within a three-mile radius, where any portion of the proposed tower could be seen (scaled vicinity maps);
 - (9) Details regarding painting and on-site lighting.
- (g) Placement Provisions - Towers. Towers shall be located only in those areas described in Table 1, provided that towers that are proposed to be located in a residential zone or within 200 feet of

a residential zone or in the downtown area shall be subject to the siting priorities set forth for preferred tower locations in Section 10.

**TABLE 1
TOWER REGULATIONS SUMMARY**

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

NP = Not permitted (prohibited)

NA = Not applicable

RPUD = Residential PUD

CPUD = Commercial PUD

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

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

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

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

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

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

(1) On Top of Structures. Towers may not be located on top of buildings or structures in any residential districts. In nonresidential districts, towers are permitted on top of buildings or

structures (which are not tower accessory structures). The top of such towers shall not be more than ten percent (10%) of the building height above the building.

Section 9. Setback Requirements.

- (a) **Setbacks.** A building or structure with a tower shall maintain the normal setback requirements for the zone in which it is located, except as set forth in this subsection. If the tower is in a nonresidential zone, setbacks shall be as follows:
- (1) If the top of the tower is fifty feet or less in height above the ground, then, normal setbacks of the zoning district or structures shall apply, provided that the fall zone shall be at least one foot for every foot of tower height.
 - (2) If the top of the tower is more than fifty feet in height above the ground, the setback from the adjacent property line shall be one foot for every one foot in height, or shall be the normal setback of the zoning district, whichever is greater.
- (b) When a residence is located on an adjacent property, the support tower structures shall be set back from property lines as required by that zone or a minimum of one foot (1') for every foot of tower height, whichever produces the greater setback, unless:
- (1) the setback is waived by the owner of the residence; or
 - (2) the tower is constructed with breakpoint design technology. If the tower has been constructed using breakpoint design technology, the minimum setback distance shall be equal to one hundred ten percent (110%) of the distance from the top of the structure to the breakpoint level of the structure, or the applicable zone's minimum side setback requirements, whichever is greater. For example, on a 100-foot tall monopole with a breakpoint at eighty feet (80'), the minimum setback distance would be twenty-two feet (22') (110% of 20 feet, the distance from the top of the monopole to the breakpoint) or the minimum side yard setback requirements for that zone, whichever is greater. Provided, that if an applicant proposes to use breakpoint design technology to reduce the required setback from a residence, the issuance of building permits for the tower shall be conditioned upon approval of the tower design by a structural engineer.
- (c) All towers, radio and television aerials or antennas, dishes capable of receiving electronic transmission from satellites or other sources shall comply with all setbacks within the district in which they are located. All towers and associated equipment shall not interfere with normal radio, television or telephone reception in the vicinity. Commercial messages shall not be displayed on any tower. Violations shall be considered zoning violations and shall be corrected under the enforcement provisions in the Casper Municipal Code.
- (d) All equipment shelters, cabinets, or other on the ground ancillary equipment shall meet the setback requirement of the zone in which it is located.

Section 10. Preferred Macrocell Tower Locations.

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

- (1) City-owned or operated property and facilities not in the downtown or residential zones and not including right-of-way;
- (2) industrial zones;
- (3) commercial zones;
- (4) other non-residential zones;

- (5) City rights-of-way in residential zones;
- (6) parcels of land in residential zones;
- (7) designated historic structures, downtown and neighborhoods with additional protection.

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

Section 11. Submittal Requirements.

(a) Alternative Sites Analysis.

- (1) For macrocell towers in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area, the applicant must address the City's preferred macrocell tower locations with a detailed explanation justifying why a site of higher priority was not selected. The City's macrocell tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service coverage objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.
- (2) A complete alternative sites analysis provided under this subsection may include less than three (3) alternative sites so long as the applicant provides a factually detailed written rationale for why it could not identify at least three (3) potentially available, higher ranked, alternative sites.
- (3) For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage objectives, the applicant will provide: (a) a description of its objective, whether it be to close a gap or address a deficiency in coverage, capacity, frequency or technology; (b) detailed technical maps or other exhibits with clear and concise RF data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

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

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

- (1) **Requirement for FCC Documentation.** The applicant shall provide a copy of the applicant's FCC license or registration.
- (2) **Visual Analysis.** A color visual analysis that includes to-scale visual simulations that show unobstructed before-and-after construction daytime and clear-weather views from at least four angles, together with a map that shows the location of each view, including all equipment and ground wires.

- (3) **Design Justification.** A clear and complete written analysis that explains how the proposed design complies with the applicable design standards under this Section to the maximum extent feasible. A complete design justification must identify all applicable design standards under this Section and provide a factually detailed reason why the proposed design either complies or cannot feasibly comply.
- (4) **Noise Study.** A noise study, if requested by the City and the proposal is in or within two hundred feet (200') of residentially zoned property or in the downtown area for the proposed WCF and all associated equipment.
- (5) **Additional Information Required.** Applicants for a Conditional Use Permit for a macrocell tower shall also submit the following information:
- (i) A scaled site plan clearly indicating the location, type, height and width of the proposed tower, on-site land uses and zoning, adjacent land uses and zoning (including when adjacent to other municipalities or the County), separation distances, adjacent roadways, photo simulations, a depiction of all proposed transmission equipment, proposed means of access, setbacks from property lines, elevation drawings or renderings of the proposed tower and any other structures, topography, parking, utility runs and other information deemed by the Community Development Department to be necessary to assess compliance with this Section.
 - (ii) Legal description of the parent tract and leased parcel (if applicable).
 - (iii) The setback distance between the proposed tower and the nearest residential unit and the nearest residentially zoned property.
 - (iv) The separation distance from other towers described in the inventory of existing sites shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.
 - (v) Method of fencing, and finished color and, if applicable, the method of camouflage and illumination.
 - (vi) A description of compliance with all applicable federal, state and local laws.
 - (vii) Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the municipality.
 - (vii) A description of the suitability of the use of existing towers or other structures to provide the services to be provided through the use of the proposed new tower.
 - (ix) A clear and complete written statement of purpose, which shall minimally include: (1) a description of the technical objective to be achieved; (2) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (3) full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites. These materials shall be reviewed and signed by a Wyoming-licensed professional engineer or a qualified employee of the applicant. The qualified employee of the applicant shall submit his or her qualifications with the application.

- (d) Radio Frequency (RF) Emissions Compliance Report. A written report will be prepared, signed and sealed by a Wyoming-licensed professional engineer or a competent employee of the applicant, which assesses whether the proposed WCF demonstrates compliance with the RF emissions limits established by the FCC. The qualified employee of the applicant shall submit his or her qualifications with the application.
- (e) Documentation of Completion of Work. To enable the City to keep accurate, up-to-date records of the placement of telecommunication towers and facilities within City limits, at the time the work on the facility or tower is completed, and before operation begins, the owner/operator of the tower shall submit documentation to the City's Building Department providing:
 - (1) Certification in writing that the tower is structurally sound and conforms to the requirements of the City's Building Code and all other construction standards set forth by the Casper Municipal Code, federal and state law by filing, a sworn and certified statement by an engineer to that effect. The tower owner may be required by the City to submit more frequent certifications should there be reason to believe that the structural and electrical integrity of the tower is jeopardized. The certification must be based upon on-site physical inspection.
 - (2) The name(s) and number of providers located on the tower, the type and use of any antenna located on the tower, and the name, address and telephone number of any owner, if there has been a change of ownership of the tower.
 - (3) An initial payment of a registration fee which shall be in addition to any other fee paid by the owner or operator of the tower or facility, for all towers or facilities located within the City, shall be required and shall be submitted to the City's Community Development Department at the time of submission of the documentation, as required in (e)(1) and (2) of this subsection.

Section 12. WCF Exceptions to Standards.

- (a) Applicability. Except as otherwise provided in Section 7. (p) above, (Site Design Flexibility), no WCF shall be used or developed contrary to any applicable development standard unless an exception has been granted pursuant to this subsection. These provisions apply exclusively to WCFs and are in lieu of the generally applicable variance and design departure provisions in this Code; provided this subsection does not provide an exception from this Section's visual impact and stealth design.
- (b) Procedure Type. A WCF's exception is subject to approval by the Planning and Zoning Commission.
- (c) Submittal Requirements. An application for a wireless communication facility exception shall include:
 - (1) A written statement demonstrating how the exception would meet the criteria.
 - (2) A site plan that includes:
 - (i) Description of the proposed facility's design and dimensions, as it would appear with and without the exception.
 - (ii) Elevations showing all components of the wireless communication facility, as it would appear with and without the exception.
 - (iii) Color simulations of the wireless communication facility after construction demonstrating compatibility with the vicinity, as it would appear with and without the exception.

- (d) **Criteria.** An application for a wireless communication facility exception shall be granted if the following criteria are met:
- (1) The exception is consistent with the purpose of the development standard for which the exception is sought.
 - (2) Based on a visual analysis, the design minimizes the visual impacts to zones through mitigating measures, including, but not limited to, building heights, bulk, color, and landscaping.
 - (3) The applicant demonstrates the following:
 - (i) A significant gap in the coverage, capacity, or technologies of the service network exists such that users are regularly unable to connect to the service network, or are regularly unable to maintain a connection, or are unable to achieve reliable wireless coverage within a building;
 - (ii) The gap can only be filled through an exception to one or more of the standards in this Section; and
 - (iii) The exception is narrowly tailored to fill the service gap such that the wireless communication facility conforms to this Section's standards to the greatest extent possible.
 - (4) For a new tower proposed to be located in a residential zone or within two hundred feet (200') of a residential zone or in the downtown area, unless the proposal qualifies as a preferred location on City-owned or operated property or facilities, the applicant must also demonstrate that the manner in which it proposes to fill the significant gap in coverage, capacity, or technologies of the service network is the least intrusive on the values that this Section seeks to protect.

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

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

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

Section 16. Independent Consultant and RF Technical Review. Although the City intends for City staff to review applications to the extent feasible, the City may retain the services of an independent consultant and RF expert of its choice to provide evaluation of permit applications for WCFs, when they

are subject to conditional use permits or administrative review. The third party expert shall have recognized training and qualifications in the field of telecommunications or radio frequency engineering. The consultant's and RF expert's review may include, but is not limited to: (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and, (d) whether the proposed WCF complies with the applicable approval criteria set forth in this Section. The applicant shall pay the cost for any independent consultant fees through a deposit, estimated by the City, paid within ten (10) days of the City's request. When the City requests such payment, the application shall be deemed incomplete for purposes of application processing timelines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the City shall refund any unused portion within thirty (30) days after the final permit is released or, if no final permit is released, within thirty (30) days after the City receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the City within thirty (30) days and before the permit is issued.

Section 17. Final Inspection.

- (a) A certificate of completion will only be granted upon satisfactory evidence that the WCF was installed in substantial compliance with the approved plans and photo simulations.
- (b) If it is found that the WCF installation does not substantially comply with the approved plans and photo simulations, the applicant shall promptly make any and all such changes required to bring the WCF installation into compliance, and in any event prior to putting the WCF in operation.

Section 18. Compliance.

- (a) All wireless communication facilities must comply with all standards and regulations of the FCC and any State or other federal government agency with the authority to regulate wireless communication facilities.
- (b) The site and wireless communication facilities, including all landscaping, fencing and related transmission equipment must be maintained at all times in a neat and clean manner and in accordance with all approved plans.
- (c) All graffiti on wireless communication facilities must be removed at the sole expense of the permittee after notification by the City to the owner/operator of the WCF.
- (d) If any FCC, State or other governmental license or any other governmental approval to provide communication services is ever revoked as to any site permitted or authorized by the City, the permittee must inform the City of the revocation within thirty (30) days of receiving notice of such revocation.

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

Section 20. Eligible Facilities Request.

- (a) **Purpose.** This Section 20 implements Section 6409(a) of the Spectrum Act (47 U.S.C. Section 1455(a)), as interpreted by the FCC in its Report and Order No. 14-153 and regulated by 47

C.F.R. § 1.40001, which requires a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

(b) **Application Review.**

- (1) **Application.** The City shall prepare and make publicly available an application form. The City may not require an applicant to submit any other documentation intended to illustrate the need for any such wireless facilities or to justify the business decision to modify such wireless facilities.
- (2) **Review.** Upon receipt of an application for an Eligible Facilities Request pursuant to this subsection, the Community Development Director or the designee thereof, shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.
- (3) **Timeframe for Review.** Within 60 days of the date on which an applicant submits an application seeking approval of an Eligible Facilities Request under this subsection, the City shall review and act upon the application, subject to the tolling provisions below.
- (4) **Tolling of the Timeframe for Review.** The 60-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete. The timeframe for review is not tolled by a moratorium on the review of applications.
 - (i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.
 - (ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.
 - (iii) Following a supplemental submission, the City will have 10 days to notify the applicant if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- (5) **Failure to Act.** In the event the City fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the request shall be deemed granted provided the applicant notifies the City in writing after the review period has expired. Provided, however, the request is still subject to Section 25 (Standard Conditions of Approval).

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

applicable permit(s) or submitted an application for such permit(s) before the one-year period ends.

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

Section 21. Collocation Applications.

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

(b) Application Review.

- (1) **Application.** The City shall prepare and make publicly available an application form.
- (2) **Review.** Upon receipt of an application for a collocation request pursuant to this subsection, the City shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.
- (3) **Timeframe for Review.** Within 90 days of the date on which an applicant submits an application seeking approval of a collocation request under this subsection, the City shall review and act upon the application, subject to the tolling provisions below.
- (4) **Tolling of the Timeframe for Review.** The 90-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.
 - (i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.
 - (ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.
 - (iii) Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- (5) **Failure to Act.** In the event the City fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

Section 22. New Site or Tower Applications.

- (a) **Purpose.** This Section 22 also implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153.
- (b) **Application Review.**
- (1) **Application.** The City shall prepare and make publicly available an application form.
 - (2) **Review.** Upon receipt of an application for a request for a new site or tower pursuant to this subsection, the City shall review such application, make its final decision to approve or disapprove the application, and advise the applicant in writing of its final decision.
 - (3) **Timeframe for Review.** Within 150 days of the date on which an applicant submits an application seeking approval of a request for a new site or tower under this subsection, the City shall review and act upon the application, subject to the tolling provisions below.
 - (4) **Tolling of the Timeframe for Review.** The 150-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete.
 - (i) To toll the timeframe for incompleteness, the City must provide written notice to the applicant within 30 days of receipt of the application, specifically delineating all missing documents or information required in the application.
 - (ii) The timeframe for review begins running again when the applicant makes a supplemental submission in response to the City's notice of incompleteness.
 - (iii) Following a supplemental submission, the City will notify the applicant within 10 days if the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
 - (5) **Failure to Act.** In the event the City fails to approve or deny a complete application under this subsection within the timeframe for review (accounting for any tolling), the applicant shall be entitled to pursue all remedies under applicable law.

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

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

Section 25. Standard Conditions of Approval.

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

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

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

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

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

PASSED on 1st reading the 16th day of Jan, 2018.

PASSED on 2nd reading the 6th day of Feb, 2018.

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

APPROVED AS TO FORM:

Walter Trout

ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

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:

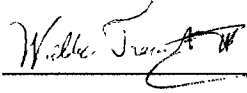
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED on 1st reading the 6th day of March, 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

February 14, 2018

MEMO TO: J. Carter Napier City Manager 

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

SUBJECT: Authorizing an agreement with JTL Group, Inc., DBA Knife River, Inc., in the amount of \$243,639, for the 2018 CPU Asphalt Repair, Project No. 18-001.

Meeting Type & Date:
Regular Council Meeting
March 20, 2018

Action Type
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with JTL Group, Inc., DBA Knife River, Inc., in the amount of \$243,639, for the CPU Asphalt Repair, Project No. 18-001. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000, for a total project amount of \$263,639.

Summary:

On Wednesday, February 14, 2018, four (4) bids were received for the CPU Asphalt Repair, Project No. 18-001. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Knife River	Casper, Wyoming	\$243,639.00
Treto Construction	Casper, Wyoming	\$258,250.00
Installation & Service Co.	Mills, Wyoming	\$275,412.50
71 Construction	Casper, Wyoming	\$316,000.00

The engineer's estimate prepared by the City Engineering Office was \$325,000.00, with the low bid received at \$243,639.00. Adding a construction contingency amount of \$20,000.00 will bring the total contract amount to \$263,639.00.

The 2018 CPU Asphalt Repair contract includes bid quantities for furnishing and installing asphalt and base course materials and other related work based on scheduled in-house waterline replacement work, as well as an estimated number of water main breaks that may occur. This type of work is anticipated every year as part of ongoing waterline maintenance. The contract includes provisions for the

Knife River, Inc.
2018 CPU Asphalt Repair
Project No. 18-001

imposition of liquidated damages if the contractor fails to address individual street repair sites in a timely manner.

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).

Financial Considerations:

Funding for this project will be from the Water Fund Reserves allocated to the FY18 CPU Asphalt Repair Project.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

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 is desirous of repairing asphalt damaged due to the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program; and,

WHEREAS, Knife River, Inc., is able and willing to provide those services specified as the 2018 CPU Asphalt Repair Project No. 18-001.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2018 CPU Asphalt Repair Project, No. 18-001.

Contractor shall perform all the work required by the Contract Documents for supplying, patching, and finishing of asphalt concrete for street repairs, and rotomilling and repairing of asphalt at various locations throughout the City of Casper and environs, for the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program, for the period of April 15, 2018, through April 14, 2019.

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 Within ten (10) days after the execution of this Agreement, the Owner will provide Contractor a written listing of "winter time" street repair locations, indicating locations requiring repair from the previous winter period as part of this Agreement. The Contractor shall finally complete these "winter time" street asphaltic repairs locations no later than June 15, 2018. The Owner assumes all responsibility for maintenance and traffic control of the "winter time" repair locations until Contractor mobilization to each location, prior to June 16, 2018. Starting June 16, 2018, the Contractor shall assume all responsibilities for any unfinished "winter time" asphaltic repairs, including all maintenance and traffic control. If

the Contractor fails to finally complete any “winter time” street asphaltic repair location by June 15, 2018, liquidated damages as per Article 3.7 shall be invoked.

- 3.2 All asphaltic repairs locations of less than 2,000 square feet associated with the repair program, located throughout the City of Casper and environs, shall be started within seventy-two (72) hours, or three (3) working days, after email notification to Contractor by Owner that the site is ready for repair. If work does not commence within the seventy-two (72) hour or three (3) working day time period, the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept all responsibility for cuts less than 2,000 square feet within seventy-two (72) hours, or three (3) working days, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within ten (10) working days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.3 All asphaltic repairs greater than 2,000 square feet associated with the replacement program, located throughout the City of Casper and environs, shall be started within one hundred and twenty (120) hours or five (5) working days after email notification to Contractor by Owner, that the site is ready for repair. If work does not commence within this time period the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept responsibility for cuts within one hundred and twenty (120) hours or five (5) working days of email notification, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within fifteen (15) days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.4 Any and all asphaltic street repair locations provided to Contractor by Owner between the date of this Agreement and June 15, 2018, shall be simultaneously completed in accordance with Articles 3.1, 3.2, and 3.3, above.
- 3.5 Once the work commences, there shall be no delays. The work shall progress in a timely continuous manner until completion. If the Contractor should discontinue work prior to completion without Owner's approval, it shall result in liquidated damages for delay as agreed in Article 3.7 of the "Agreement Between Owner and Contractor".
- 3.6 If the Contractor, or the City of Casper representative, feels that in order to adequately insure proper repairs to any given asphalt repair, that complete street closure is necessary, it shall be the Contractor's responsibility to notify all affected residences. If the closure affects business, the affected business shall be given a minimum of a 24-hour notice prior to closure.
- 3.7 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 finally completed by the times and schedules specified in Paragraphs 3.1 through 3.5, inclusive, 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 finally 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 Two Hundred Fifty Dollars (\$250) for each day that expires after the times specified in Paragraphs 3.1 and 3.2, and Five Hundred Dollars (\$500) for each day that expires after the times specified in Paragraphs 3.3 through 3.5, inclusive, for final completion. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Two Hundred Forty-Three Thousand Six Hundred Thirty-Nine and 00/100 Dollars (\$243,639.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. SUBSTANTIAL COMPLETION

All references in the General Conditions regarding Substantial Completion shall be disregarded, and are not a part of the Contract. All progress payments to the Contractor shall be based upon acceptance of the work as finally complete at each individual work site for street repairs.

ARTICLE 6. 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.

6.1 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.

6.1.1 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.

- 6.1.2 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.
 - 6.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 6.2, Final Payment.
 - 6.1.4 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.
- 6.2 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 7. 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 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 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.
- 8.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 8.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 8.5 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.
- 8.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 9. 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:

- 9.1 This Agreement (Pages SFA-1 to SFA-7, inclusive).
- 9.2 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1 through BS-2).
- 9.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 9.4 Addenda No. 1 .
- 9.5 Performance and Payment Bonds.
- 9.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 9.7 Notice of Award.
- 9.8 Notice to Proceed.
- 9.9 Minutes of the Pre-Bid Conference, if any.
- 9.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 9.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 9.12 General Requirements, consisting of seven (7) sections.

- 9.13 Special Provisions, consisting of one (1) section.
- 9.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 9.16 Notice of Substantial Completion.

ARTICLE 10. 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 11. MISCELLANEOUS PROVISIONS.

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

**** INTENTIONALLY LEFT BLANK ****

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

DATED this _____ day of _____, 2018.

APPROVED AS TO FORM:

Walvis 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

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: \$ 243,639.00

TOTAL BASE BID, IN WORDS: Two Hundred Twenty Three
Thousand Six Hundred Thirty Nine DOLLARS.
Zero 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 14th, 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)
Vice President/General Manager
(Title)

(Seal)

Attest: Trish Ottaviano

Business Address: JTL Group, Inc. dba. Knife River, Inc.
PO Box 730
Casper WY 82402

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.)

**ITEMIZED BID SCHEDULE
2018 CPU ASPHALT REPAIR PROJECT NO. 18-001
CASPER PUBLIC SERVICES DEPARTMENT**

ABBREVIATIONS

SY = Square yard SYI = Square yard inch CY = Cubic Yard LF = Lineal Feet EA = Each

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
A-1	2,000	SYI	Furnish and install hot mix asphalt for patches less than 200 square feet for <u>Seven</u> Dollar(s) and <u>Sixty five</u> Cent(s) Per square yard-inch.	\$ 7	65	\$ 15,300	00
A-2	7,000	SYI	Furnish and install hot mix asphalt for patches between 200 and 2,000 square feet for <u>Six</u> Dollar(s) and <u>thirty five</u> Cent(s) per square yard-inch.	\$ 6	35	\$ 44,450	00
A-3	12,000	SYI	Furnish and install hot mix asphalt for patches greater than 2,000 square feet for <u>Six</u> Dollar(s) and <u>sixteen</u> Cent(s) per square yard-inch.	\$ 6	16	\$ 73,920	00
B-1	850	CY	Furnish and install Type "W" base coarse for patches greater than 2,000 square feet for <u>Sixty eight</u> Dollar(s) and <u>64</u> Cent(s) per cubic yard.	\$ 68	64	\$ 58,344	00

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
C-1	4,000	LF	Rotomill asphalt to a required depth for asphalt repair areas greater than 2,000 square feet for <u>two</u> Dollar(s) and <u>sixteen</u> Cent(s) per lineal foot.	\$ 2	16	\$ 8,640	00
D-1	250	SY	Install geotextile separation fabric for <u>seven</u> Dollar(s) and <u>seventy-two</u> Cent(s) per square yard.	\$ 7	42	\$ 1,855	00
E-1	10	EA	Furnish and install concrete manhole collar for <u>one</u> Dollar(s) and <u>fourteen</u> Cent(s) per each.	\$ 1,844	10	\$ 18,441	00
E-2	25	EA	Furnish and install concrete valvebox collar for <u>two</u> Dollar(s) and <u>two</u> Cent(s) per each.	\$ 907	56	\$ 22,689	00
TOTAL BASE BID (Addition of Items A-1 through E-2)				243,639.00			

Bid Submitted By: JTH Group, Inc dba Knife River, Inc.
(Name of individual, partnership, corporation or LLC, or joint venture)

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**2018 CPU ASPHALT REPAIR
CITY ENGINEERING PROJECT NO. 18-001**

by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: February 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)

Andrew Colling

Andrew Colling, Engineering Tech II

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

JTL Group, Inc. dba Knife River, In
Firm

Paul Strach
By: Signature

Estimator / PM
Title

2/14/18
Date Received

ADDENDUM NO. 1

for the

**2018 CPU ASPHALT REPAIR
PROJECT NO. 18-001**

for the

City of Casper, Wyoming

ADDENDUM DATE: February 8, 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. Clarification – Section 304. Asphaltic Concrete Pavement. 304.02 Materials. G. Binder shall be PG 64-22 for all asphalt patching.**
- 2. Clarification – Section 403. Prime Coat. Prime Coat of base course will not be required on asphalt patches.**

End of Addendum No. 1

RESOLUTION NO.18-52

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

WHEREAS, the City of Casper desires to contract for street repairs for the 2018 Casper Public Utilities Asphalt Repair Project; and,

WHEREAS, JTL Group, Inc., DBA Knife River, Inc., is able and willing to provide those services specified as 2018 CPU Asphalt Repair Project, No. 18-001; 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 Forty-Three Thousand Six Hundred Thirty-Nine and 00/100 Dollars (\$243,639.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Forty-Three Thousand Six Hundred Thirty-Nine and 00/100 Dollars (\$243,639.00) and Twenty Thousand Dollars (\$20,000.00) for a construction contingency account, for a total project amount of Two Hundred Sixty-Three Thousand Six Hundred Thirty-Nine and 00/100 Dollars (\$263,639.00).

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

APPROVED AS TO FORM:

Fleur D. Tremel

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

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

SUBJECT: Authorizing Contract for Professional Services with Concrete Stabilization Technologies, Inc., in the amount of \$91,740.00, for the Bryan Stock Trail Stabilization, Project No. 15-078.

Meeting Type & Date

March 20th Regular Council Meeting

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Professional Services with Concrete Stabilization Technologies, Inc., for the Bryan Stock Trail Stabilization, Project No. 15-078, in the amount of \$91,740.00.

Summary

This contract is for the injection of expanding structural polymer beneath the roadway on Bryan Stock Trail to prevent further settlement. This contract incorporates the publically bid Wyoming Department of Transportation Contract PC001193HH. The settlement is caused by the decomposition of trash from an old landfill. Proper stabilization of the settlement is necessary to arrest settlement and continued strains on the existing water main and is also paramount to the long term success of rebuilding the area.

Three proposals were solicited for this work as follows:

Concrete Stabilization Technologies, Inc.	Denver, CO	\$91,740.00
Michael's Construction, Inc.	Gillette, WY	\$600,497.00
Nicholson Construction Co.	Salt Lake City, UT	No Quote

Concrete Stabilization Technologies provided a proposal for subgrade stabilization on Bryan Stock Trail. Their proposal includes injection of expanding structural polymer on a 4'x4' grid of the entire 70'x35' settlement area. The injections will be performed at 12' and then 6' depths.

The estimated cost to reconstruct the roadway and to replace the 16" water main is \$175,000.00. If settlement is not arrested, staff feels that replacement of the water main and roadway will have to be completed again long before the expected design life of the materials. Proper stabilization of the subgrade will help to prevent infrastructure needing to be replaced prior to the design life being reached.

Financial Considerations

Funds used for the contract increase will come from 1%#15 Optional Sales Tax funds allocated to Arterials and Collectors.

Oversight/Project Responsibility

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

Attachments

Resolution

Contract

WYDOT Contract PC001193HH

Proposal from CST

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this ____ day of _____, 2018, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City” or “Owner”).
2. Concrete Stabilization Technologies, Inc., 8500 East Warren Avenue, Denver, Colorado 80231 (“Contractor”).

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

RECITALS

- A. The City is undertaking a project to stabilize the subgrade beneath the right of way of Bryan Stock Trail approximately 200 feet south of the intersection of Metro Road.
- B. The project requires professional services for the stabilization of the sub-base soils by injecting expanding structural polymer directly into the poorly compacted soils.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. **SCOPE OF SERVICES:**

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

- A. This Contract incorporates the Wyoming Department of Transportation’s Contract PC001193HH, which was publicly bid on April 24, 2015, and expires on April 30, 2018. Change Order numbers 1, 2, and 3, which extended it through April 30, 2018, are also incorporated in this Contract. WYDOT Contract PC001193HH is attached to this Contract and made a part hereof as Exhibit A.
- B. WYDOT Contract ID PC001193HH references the pricing, “Terms and Conditions, Special Provisions and Specifications of Bid No. 15-231HH.” Sections 1-15 of the

Bid No. 15-231HH are replaced by the terms and conditions of this Contract; but, Sections 16, 17 and 18 shall apply to this Contract. Sections 16, 17 and 18 of Bid No. 15-231HH and are made a part hereof and attached as Exhibit B.

- C. The Contractor shall provide a traffic control plan to the City of Casper Engineering Department and obtain a traffic control permit.
- D. The Contractor shall have all utilities in the area marked prior to beginning work.
- E. The Contractor shall drill 5/8" diameter holes on a 4' by 4' grid over the entire 70'x35' settlement area.
- F. The Contractor shall drive 5/8" diameter metal injection tubes into the predrilled holes to the injection depth of 12' and inject the expanding structural polymer until laser measurement indicates movement at the road surface.
- G. The Contractor shall extract the injection tubes to the second injection depth of 6' and inject the expanding structural polymer until laser measurement indicates movement at the road surface.
- H. The Contractor shall repeat the above process for the entire project area at the above mentioned grid spacing.
- I. The Contractor shall repair all drill holes with non-shrink grout, and properly clean all road surfaces and disturbed areas.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of May, 2018.

3. COMPENSATION:

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 Ninety-One Thousand Seven Hundred Forty and 00/100 Dollars (\$91,740.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in WYDOT Contract PC001193HH and by this reference made a part of this Agreement.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the

Template 9/26/17

Contractor's Name: Concrete Stabilization Technologies, Inc. Page 2 of 11

Casper City Council. Contractor 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 for items as listed in the proposal from CST (Attached).

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

(Intentionally Blank)

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

(Bryan Stock Trail Stabilization)
APPROVED AS TO FORM

W. Stock

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
Concrete Stabilization Technologies, Inc.

By: _____

By: C. Mathis

Printed Name: _____

Printed Name: Clint Mathis

Title: _____

Title: Vice-President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. Other Insurance Provisions

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

CONTRACT

EXHIBIT A

WYOMING DEPT OF TRANSPORTATION

5300 Bishop Blvd
Cheyenne WY 82009-3340
USA

Dispatch via Print

Contract ID: PC001183HH, Page 1 of 1
Contract Dates: 09/01/2016 to 04/30/2018, Currency: USD, Rate Type: CRRNT, Rate Date: PO Date
Description: CONCRETE STABILIZATION, Contract Maximum: 120,000.00
Allow Multicurrency PO

Supplier: 000004044
CONCRETE STABILIZATION TECHNOLOGIES INC
8500 E WARREN AVE
DENVER CO 80231
USA

Tax Exempt? N Tax Exempt ID:

Contract Lines:

Table with columns: Line #, Item ID, Item Desc, UOM, Minimum Order Qty, Amt, Maximum / Open Qty, Amt. Row 1: 1, PURCHASE CONTRACT, PURCHASE CONTRACT - SERVICES SUBJECT TO RELEASE BY THE FACILITIES MANAGEMENT MANAGER, OR HIS AUTHORIZED REPRESENTATIVE AS NFDS OCCUR.

For furnishing CONCRETE STABILIZATION, on an annual contract basis, at the Wyoming Department of Transportation, Cheyenne, Wyoming, in accordance with the Terms and Conditions, Special Provisions and Specifications of Bid No. 15-231HH, as well as, the following price schedule:

- Mobilization - \$2,500.00/each
Polyurethane Material: \$10.80/per pound.
Probes \$0.80/per pound
Penetrometer Tests - \$175.00/each
Saw Cutting - \$3.50/per inch foot.
Injection Truck - \$225.00/per hour

CONTRACT PERIOD: May 1, 2015 through April 30, 2016

Prices per Bid No. 15-231HH dated April 24, 2015

EXPENDITURES UNDER THIS CONTRACT SHALL NOT EXCEED \$10,000.00 DURING THE CONTRACT PERIOD, WITHOUT WRITTEN AUTHORIZATION FROM THE PROCUREMENT SERVICES MANAGER

TERMS: Net 45

CHANGE ORDER NO. 1 (December 9, 2015). Increase contract \$40,000.00.

CHANGE ORDER NO. 2 (February 17, 2016) Extend Contract one (1) additional year from May 1, 2016 through April 30, 2017. Increase Contract \$50,000.00.

CHANGE ORDER NO. 3 (February 22, 2017). Extend Contract one (1) additional year from May 1, 2017 through April 30, 2018. Increase Contract \$20,000.00.

Authorized Signature: [Handwritten Signature]

- 1. In accepting this document, the vendor certifies that no form of discrimination because of race, creed, color, sex or national origin or for any other reasons exist in the performance of this authorized service.
2. The purchase order number and receivers name must appear on all invoices, shipments and correspondence relative to this order. Computer printouts must also show this order number and receivers name. Itemized invoices are required.
3. Time in connection with prompt payment discounts will be computed from date of delivery or from date correct billing is received, whichever is later.
4. When transportation costs are shown as a separate item on the purchase order, a copy of the appropriate freight bill must be attached.
5. Unless otherwise specified ship cheapest way prepaid and attach receipted transportation bill to invoice.

**WYOMING DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS FOR FURNISHING
CONCRETE STABILIZATION**

**April 13, 2015
Page 5 of 8
Bid No. 15-231HH**

12. LICENSES, PERMITS AND TAXES

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

13. ORDERING

Each contract will be covered by a purchase contract issued by the Procurement Services Manager covering the contract period expenditure. Releases (requests for service) against the purchase contract will be issued, as needs occur, by the Facilities Management Manager, or his authorized representative. No services are to be performed until authorized by the issuance of the purchase contract release form. If orders are placed by telephone, the order will be confirmed by the purchase contract release.

14. PROJECT REPRESENTATIVE

This contract shall be supervised by a Project Representative. All approvals and directions called for during the life of this contract shall come from the Project Representative listed below:

Mr. Ray Vigil
Facilities Management Manager
Cheyenne, Wyoming 82009-3340
Telephone No.: (307) 777-4474
E-Mail Address: raymond.vigil@wyo.gov

15. SUBLETTING OF CONTRACT

The contractor is responsible for completion of the project as specified; no subcontract releases the contractor from contract obligations. As such, the department requires the contractor's own organization to perform work equaling at least thirty percent of the value of the contract amount. In computing the contractor's required participation, the department will exclude the value of designated "specialty items" from the contract amount and the subcontracted amount.

16. WAGE AND HOUR PROVISIONS

Wyoming Statute § 16-6-110. Limitation on work hours; overtime; exceptions.

(a) No person shall require laborers, workmen or mechanics to work more than eight (8) hours in any one (1) calendar day or forty (40) hours in any one (1) week upon any public works of the state or any of its political subdivisions except as hereafter authorized. An employee may agree to work more than eight (8) hours per day or more than forty (40) hours in any week, provided the employee shall be paid at the rate of one and one-half (1 1/2) times the regularly established hourly rate for all work in excess of forty (40) hours in any one (1) week. This section does not apply:

- (i) In case of emergency caused by fire, flood or danger to life or property; or
- (ii) To work upon public or military works or defenses in time of war.

17. WARRANTIES

The Contractor agrees that if at any time during one year from date of completion and acceptance of the work covered by the contract described herein, and any part of the materials or workmanship furnished by the Contractor shall prove to be defective, the Contractor will, upon receipt of written notice from the Owner to that effect, replace or repair defective work to the satisfaction of the Owner.

18. WORK CONTEMPLATED

1.0 **Description.**

The work under this contract for Wyoming Department of Transportation shall be for soil reinforcement and stabilization by injection of polyurethane material beneath the base soils under floors, pavement, sidewalks, and foundations of other structures. The purpose of this stabilization shall be to restore proper elevation when possible and prevent future movement or collapse. The work will be performed under the direction of WYDOT Facilities Managers or Engineering staff.

2.0 **Material Requirements.**

2.1 Only closed cell, hydro-insensitive, high-density polyurethane material with a minimum free rise density of 3.0 lbs./cubic ft. and a minimum compressive strength of 38.0 psi., shall be used for soil densification under concrete structures.

2.2 There shall be a maximum free rise density of 3.2 lbs. /cubic ft.

2.3 The material used shall be a high-density polyurethane material, such as URETEK 486, URETEK 684 STAR or equivalent, as approved by the engineer.

2.4 The material shall be a polyurethane-forming mixture, having a water insoluble diluent, which permits the formation of polyurethanes in excess water. The presence of these water insoluble diluents provides polyurethane foam with improved dimensional stability properties. This formula and these characteristics must be certified by the manufacturer.

3.0 **Equipment Requirements.**

The contractor shall provide at a minimum, the following equipment:

18. WORK CONTEMPLATED (CONTINUED)

- 3.1 Contractor shall use a truck or trailer mounted pumping unit with the ability to accurately inject the high-density polyurethane material through tubes below the concrete structure to the depths required to achieve the desired effect. The pumping unit shall be able to properly control the flow rate of metered material required to stabilize and reinforce below structure soils and prevent blowouts. The pump unit shall have a meter supplied by the manufacturer to accurately measure the amount of material injected at each location.
 - 3.2 A means of regulating pressure, controlling temperature and maintaining proper proportions of the polyurethane component materials during the mixing process shall be provided.
 - 3.3 Drilling equipment capable of efficiently drilling 5/8" to 3/4" diameter holes through concrete, without unnecessary damage to the structural integrity of the existing structure, for the express purpose of providing injection holes.
 - 3.4 Laser levels and/or dial indicators used for monitoring movement at the surface during the injection process and for verification that proper stabilization and densification of injected base and sub-base soils has occurred.
 - 3.5 A portable dynamic cone penetrometer for on-site soils investigation prior to injection of polyurethane materials to determine the location of weak sub-base and most efficient injection pattern and depth for material placement.
 - 3.6 All necessary light towers, electric generators, concrete saws, drills, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.
- 4.0 Construction Requirements.**
- 4.1 The Facility Manger/Engineer shall be provided with a concrete profile from laser level measurements of each area where the concrete structures require attention when deemed necessary by the Facility Manager/ Engineer. Each profile shall be accepted by the engineer/facility manager prior to performing the work at the project location.
 - 4.2 At the Facility Manager's/Engineer's direction, Dynamic cone penetrometer testing may be required, to confirm existing base soil conditions.
 - 4.3 Polyurethane material shall be injected through a series of 5/8" drilled holes until all known or encountered voids under the pavement or other structure are filled. The rate and amount of material necessary for this injection process shall be determined by the contractor.

18. WORK CONTEMPLATED (CONTINUED)

- 4.4 A series of 5/8"- 3/4" holes (as required for tube placement) shall be drilled at approximately 3-4 foot spaced intervals through the concrete or other structure above the area requiring soil remediation. Injection tubes shall be placed into the drilled holes to the depth or depths as required for proper placement of the polyurethane material. The exact location, spacing, hole size and depth shall be determined by the contactor and approved by the Facility Manager/Engineer. The rates and quantities of material injected shall be determined by the contractor to obtain proper densification of the base and sub-base soils.
- 4.5 Continuous laser level or dial indicator micrometer readings shall be in place and monitored by the contractor during injection to determine sufficient material usage and soils densification as indicated by pavement movement of 1-2 mm.
- 4.6 The contractor shall make any necessary repairs due to pavement blowouts, excessive lifting, or damage to concrete, buildings and structures that may occur as a result of the contractor's work. All repair/replacement of damaged areas will be subject to the satisfaction of the Facility Manager/Engineer.

5.0 Training and Experience

All contractors shall be able to provide documentation showing level of experience of all technicians performing work, certificates of training, and years the contractor has been using the product being installed.

RESOLUTION NO. 18-53

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

WHEREAS, the City of Casper desires to enter into a professional services agreement with Concrete Stabilization Technologies, Inc. to perform deep injection grouting to stabilize the settlement of Bryan Stock Trail; and,

WHEREAS, Concrete Stabilization Technologies, Inc., is currently under contract with WYDOT for furnishing concrete stabilization through a publically bid contract PC001193HH.

WHEREAS, the City of Casper desires to incorporate the existing publicly bid contract PC001193HH.

WHEREAS, Concrete Stabilization Technologies, Inc., is able and willing to provide those services specified as the Bryan Stock Trail Stabilization, Project No. 15-078; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with Concrete Stabilization Technologies, Inc., for those services, in the amount of Ninety-One Thousand Seven Hundred Forty and 00/100 Dollars (\$91,740.00).

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 Ninety-One Thousand Seven Hundred Forty and 00/100 Dollars (\$91,740.00).

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

February 27, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Amendment No. 1 to Contract with Raftelis Financial Consultants, Inc. for the System Investment Charge/Cost of Services Study

Meeting Type & Date

Regular Council Meeting
March 20, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize Amendment No. 1 with Raftelis Financial Consultants, Inc., for additional services for the System Investment Charge/Cost of Services Study in an amount not to exceed \$22,100, for a total contract price of \$126,505.

Summary

Raftelis Financial Consultants, Inc., is currently under contract for providing a System Investment Charge/Cost of Services Study that will determine the revenue requirement from system investment charges and rates for all services provided by the City's water and sewer utilities. During the revenue modeling process, Raftelis noted significant discrepancies between City billing data and revenue model outputs. An additional trip to Casper and investment of 90 hours of Raftelis staff time was required to determine and correct the billing data/model errors. The billing data correction was necessary to ensure that the water and sewer financial planning models accurately forecast rate revenues, are defensible, and provide dependable financial forecasts.

The City received audited financial information for fiscal year 2017 in December. In an effort to create the most accurate, up-to-date financial models, the fiscal year 2017 data was incorporated into the rate study. This task added an additional 40 hours to the original professional services agreement.

The original completion date for services was June 30, 2017. Amendment No. 1 also extends the project completion date to May 31, 2018. This extension will allow time for completion of the financial plans, time to review and verify the rate models, scheduling and completion of two board/council presentations, and time to prepare the final reports.

Financial Considerations

Funding for this amendment will come from the Water and Sewer Fund Reserves.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution

Contract Amendment

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this ____ day of _____, 2018, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Raftelis Financial Consultants, Inc. (“Consultant”), 5619 DTC Parkway, Suite 175, Greenwood Village, Colorado 80111.

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

RECITALS

A. On February 7, 2017, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for the System Investment Charge/Cost of Services Study.

B. Additional financial consulting services are required for data correction and expanded financial reports, as discussed in a letter from the Consultant dated February 12, 2018, attached hereto and marked as Exhibit “A”, with an additional cost of Twenty-Two Thousand One Hundred Dollars (\$22,100).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PART 1 – AGREEMENT, SECTION 2. TIME OF PERFORMANCE.

The portion of the paragraph which begins with “completed on or before June 30, 2017.” is now deleted in its entirety and replaced with the following:

“completed on or before May 31, 2018.”

3. AMENDMENT TO PART I – AGREEMENT, SECTION 3. COMPENSATION.

The portion of the paragraph which begins with “a lump sum fee of...” is now deleted in its entirety and replaced with the following:

“a lump sum fee not to exceed One Hundred Twenty-Six Thousand Five Hundred Five Dollars (\$126,505), which includes Amendment No. 1, without written approval from the City.”

4. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
Clerk

Ray Pacheco
Mayor

WITNESS

CONSULTANT
Raftelis Financial Consultants, Inc.

By: John Wright

By: Richard D. Giardina

Printed Name: John Wright

Printed Name: RICHARD D. GIARDINA

Title: Manager

Title: Executive Vice President

EXHIBIT "A"



5619 DTC Parkway
Suite 850
Greenwood Village, CO 80111

Phone 303.305.1135
Fax 720.475.1103

www.raftelis.com

February 12, 2018

Mr. Bruce Martin
Public Utilities Manager
City of Casper
200 N. David
Casper WY, 82601

Subject: Request for Contract Amendment - Water and Sewer System Investment Charge Update and Water and Sewer Utility Cost of Service Studies

Dear Mr. Martin:

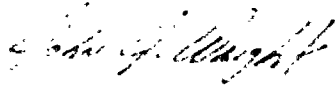
On February 7, 2017, the City of Casper approved a contract with Raftelis Financial Consultants, Inc. (Raftelis) in the amount of \$104,405 for the above referenced studies. Raftelis requests a contract amendment in the amount of \$22,100 for efforts and out-of-scope items as detailed below.

Item	RFC Personnel	Estimated Hours	Contract Billing Rate	Total
Correction of the City's FY 2013-FY 2017 water and wastewater data. The estimate of 90 hours spent by Raftelis on this activity includes time spent by Brian Kirsch at the Raftelis office in Denver and his trip to meet with City staff on November 20, 2017. The billing data correction was necessary to insure that the Raftelis water and wastewater financial planning models accurately forecast rate revenues and thus can be relied on for financial forecasting purposes.	Brian Kirsch	90	\$170	\$15,300
Inclusion of FY 2017 data in financial planning and cost of service model.	Brian Kirsch	40	170	6,800
Total Contract Amendment Request				\$22,100

We appreciate your consideration of this contract amendment request. If you have any questions, please call me at 303-305-1139.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "John J. Wright".

John J Wright
Manager

RESOLUTION NO. 18-54

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

WHEREAS, Raftelis Financial Consultants, Inc., under a contract for professional services dated February 7, 2017, is providing financial consulting services for the completion of a System Investment Charge/Cost of Services Study; and,

WHEREAS, additional consulting services outside the original scope of work are required for data correction and expanded financial reports; and,

WHEREAS, the City of Casper desires to extend the scope of work with Raftelis Financial Consultants, Inc. to provide these additional services; and,

WHEREAS, Raftelis Financial Consultants, Inc., is able and willing to provide those services as specified in Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Contract for Professional Services between the City of Casper and Raftelis Financial Consultants, Inc., for additional consulting services associated with the System Investment Charge/Cost of Services Study, in the amount of Twenty-Two Thousand One Hundred Dollars (\$22,100).

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 Amendment, equal to an additional amount not to exceed Twenty-Two Thousand One Hundred Dollars (\$22,100), for a total contract amount of One Hundred Twenty-Six Thousand Five Hundred Five Dollars (\$126,505).

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

February 26, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
 Bruce Martin, Public Utilities Manager
 Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Accepting a 20-foot right-of-way easement from Steve M. Carter in the amount of \$6,563.95, as part of the West Casper Zone II Water System Improvements, Project No. 15-59.

Meeting Type & Date
 Regular Council Meeting
 March 20, 2018

Action type
 Resolution

Recommendation
 That Council, by resolution, accept a 20-foot right-of-way easement from Steve M. Carter in the amount of \$6,563.95, as part of the West Casper Zone II Water System Improvements, Project No. 15-59.

Summary
 The 2006 City of Casper Water System Master Plan Level I Study recommended improvements to the West Casper Zone II Water System in order to expand the system and provide redundant transmission service for existing and future residents in the area. These improvements have been designed, and land acquisition negotiations for obtaining easements and right-of-ways from landowners are nearing completion.

Right-of-way easements are necessary for the installation of a 12-inch water transmission main across land from Wolf Creek Road at 40th Street to the pump station at the southeast corner of Coates Road and CY Avenue, approximately 10,370 linear feet. Easement negotiations are now complete and the project will move into the design phase. The table below shows the associated compensation determined from the County assessed land values and approximate acquired land areas.

LANDOWNER	EASEMENT COMPENSATION	ACRES
Steve M. Carter	\$6,563.95	0.144
TOTAL		
	\$6,563.95	

Financial Considerations

A grant from the Wyoming Water Development Commission (WWDC) was approved to fund 67% of this project. The remaining 33% will be from Water Fund Reserves allocated to the West Casper Zone II Water System Improvements.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department

Attachments

Resolution

Easement

EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Steve M. Carter, whose address is 3709 Squaw Creek Road, Casper, Wyoming 82604 (herein referred to as "Grantor"), HEREBY GRANTS to the City of Casper, Wyoming, a Municipal Corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming, 82601 (herein referred to as "Grantee"), a perpetual easement for the construction, maintenance, repair, replacement, and removal of pipes and structures for water lines (herein referred to as "the Facilities") over, across and under the real property located within the County of Natrona, Wyoming and legally described on EXHIBIT "A", and as depicted on EXHIBIT "B" attached hereto and hereinafter referred to as the Easement Property. Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. After installation of the Facilities, Grantee shall restore all areas disturbed for the purpose of laying out, constructing, inspecting, operating, maintaining, and replacing the water lines located on the Easement Property to pre-existing conditions, or better.

3. Grantor reserves unto themselves such rights in the Easement Property for any purpose that does not interfere with the rights granted to Grantee herein, and to create and grant such other easements, rights of way, rights and privileges in, on, under, or across the Easement Property to such persons and for such purposes as Grantor may elect.

4. Grantee 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 Grantee hereby specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

5. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

6. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this _____ day of _____, 2018.

APPROVED AS TO FORM:



GRANTOR:

CITY OF CASPER:

By: *Steve M. Carter*
Steve M. Carter
Property Owner

By: _____
Kenyne Humphrey Ray Pacheco
Mayor

Attest:

By: _____
Fleur D. Tremel
City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2017, by ~~Kenyne Humphrey~~ as the Mayor of the City of Casper.
Ray Pacheco

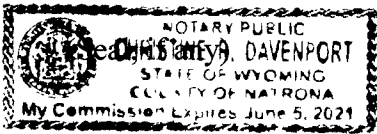
(Seal, if any)

(Signature of notarial officer)

[My Commission Expires: _____]

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 9 day of August, 2017, by Steve M. Carter, Grantor.



Chad Stoney
(Signature of notarial officer)

[My Commission Expires: June 5, 2021]



CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

July 14, 2017

City of Casper
200 N. David St.
Casper, WY 82601

W.O. No.: 16108

Description: (20' Wide Water Line Easement & 30' Wide Temporary Construction Easement – Steve Carter)

A Parcel and Strip being 20 feet in width located in and being a portion of the W1/2 of Tract 47, Swingle Ranch Tracts Extension, being a subdivision of Section 24, Township 33 North, Range 80 West, of the Sixth Principal Meridian, Natrona County, Wyoming, and lying 10 feet perpendicular to each side of the centerline being more particularly described as follows:

Beginning at the most easterly end of the centerline of the Parcel and Strip being described, a point in the easterly line and 10 feet northerly and perpendicular to the southerly line of said W1/2 of Tract 47, and from which point the southeast corner of said Tract 47, bears S.87°56'02"E., 314.75 feet; thence from said Point of Beginning and along the centerline of said Parcel and Strip, 10 feet northerly, perpendicular and parallel to the southerly line of said Tract 47, in said Tract 47, N.89°45'16"W., 314.60 feet to the most westerly end of said centerline and a point in and intersection with the westerly line of said Tract 47, and Point of Terminus, and from which point the southwest corner of said Tract 47, bears S.0°14'21"W., 10.00 feet, and said Parcel and Strip containing 0.144 acres, more or less, as set forth by the plat attached and made a part hereof.

Together with a 30 foot wide temporary construction easement with the centerline lying 25 feet northerly and perpendicular to the centerline of the above described Parcel and Strip, containing 0.217 acres, more or less.

Said temporary construction easement will become null and void at the termination of the project contractor's one year contractual warranty.

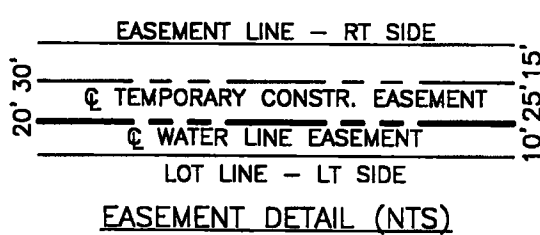
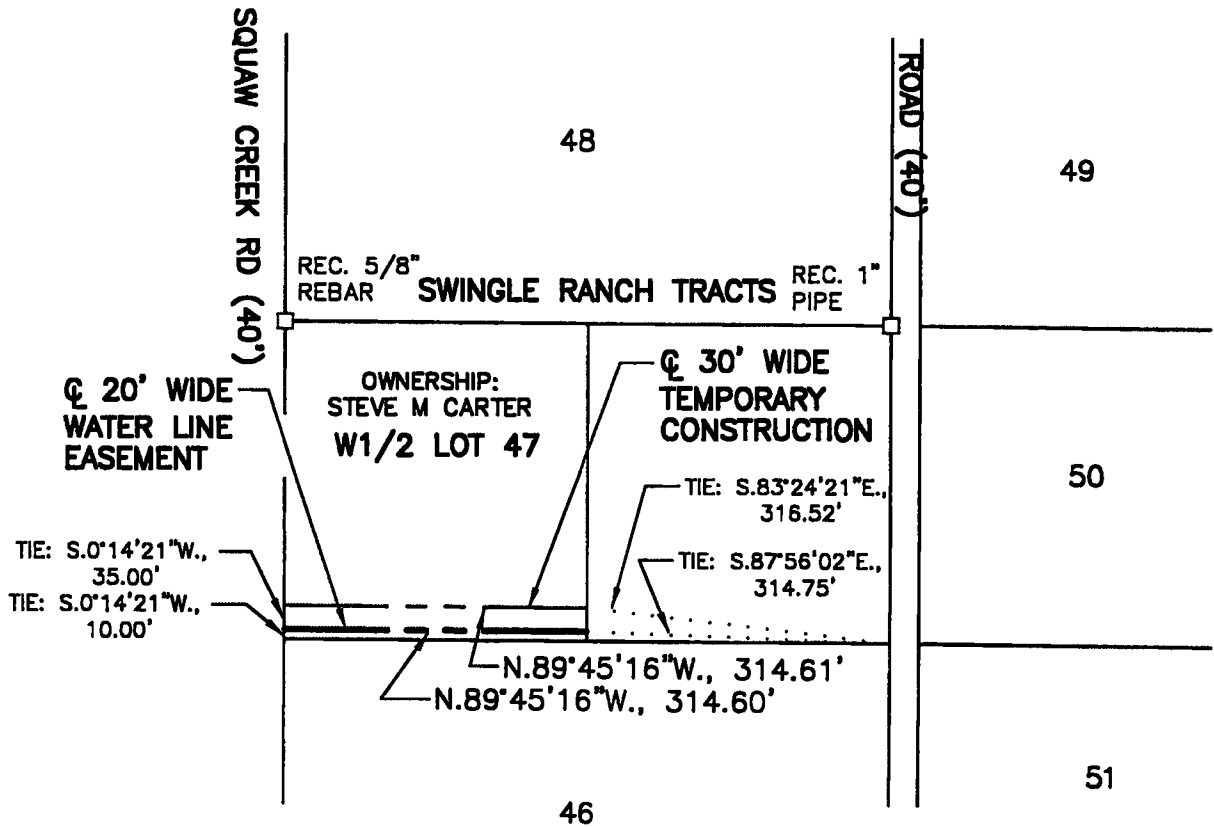
WLC ENGINEERING, SURVEYING AND PLANNING
200 PRONGHORN STREET, CASPER, WYOMING 82601

FOR

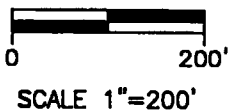
Client CITY OF CASPER Address 200 N. DAVID ST.
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

S1/2 Section 24, T. 33 N., R. 80 W., 6th Principal Meridian, Wyoming
Lot W1/2 OF 47 Block _____ Subdivision SWINGLE RANCH TRACTS EXTENSION
City _____ County NATRONA State WYOMING

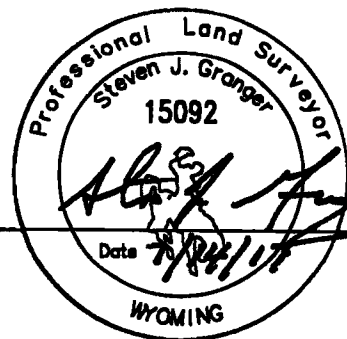


	WL	CE
FOOTAGE	314.60'	314.61'
RODDAGE	19.07	19.07
MILEAGE	0.060	0.060
ACREAGE	0.144	0.217



BASIS OF BEARING
GEODETTIC BASED ON GPS

Date: 7/14/16
W.O. No. 16108
Drwn By: SJG
Acad File: CASPER H2O EASEMENTS WEST



RESOLUTION NO. 18-55

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

WHEREAS, the City of Casper is constructing approximately 10,370 linear feet of new 12-inch water transmission main from Wolf Creek Road at 40th Street to the pump station at the southeast corner of Coates Road and CY Avenue as part of the West Casper Zone 2 Water System Improvements Project; and,

WHEREAS, approval of an easement with Steve M. Carter will allow approximately 315 linear feet of the water transmission main to be constructed; and,

WHEREAS, the easement with Steve M. Carter requires compensation in the amount of Six Thousand Five Hundred Sixty-Three and 95/100 Dollars (\$6,563.95).

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 315-linear foot easement with Steve M. Carter for the West Casper Zone 2 Water System Improvements Project, and specifically subject to the conditions set forth therein.

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 23, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, Public Services Director 
Cindie Langston, Solid Waste Manager

SUBJECT: Authorizing a Contract for Professional Services with Hopper Disposal, Inc., for providing Solid Waste Disposal Services.

Meeting Type & Date:

Regular Council Meeting

March 20, 2018

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Hopper Disposal, Inc. (Hopper Disposal), for providing solid waste disposal services.

Summary:

The Solid Waste Manager has negotiated an agreement with Hopper Disposal to provide solid waste disposal services with no contract term limit. Hopper Disposal is a private hauling company in Fremont County looking to haul the waste they collect in the Riverton and Lander area to the Casper Solid Waste Facility. In summary, the final negotiations included some of the following contract provisions:

- a. Hopper Disposal may terminate the contract without cause with a 45-day written notice to the City of Casper (Casper).
- b. Casper may terminate the contract without cause under three conditions with a 45-day written notice to Hopper Disposal including: 1) closure of the landfill to Casper and Natrona County citizens or changes in Federal or State law which materially affect Casper's ability to operate the landfill; 2) non-payment to Casper; or 3) chronic delivery of prohibited waste by Hopper Disposal.
- c. Each party may terminate with cause with written notification of breach or default and no cure is implemented within 90 days of written notification (with the exception of the three conditions noted for without cause).
- d. Hopper Disposal's calculated buy-in cost is \$72,000 to pay over a 20-year period via a \$2 per ton surcharge fee starting when Hopper Disposal hauls their first load of garbage to Casper. The calculated buy-in is based on Hopper Disposal hauling 1,800 tons one year after their first load of garbage is received at Casper.
- e. Hopper Disposal will not receive any reductions in buy-in costs if other communities decide to contract with Casper and pay a buy-in cost after April 2018.

- f. Tipping fees will always be the same as the fees charged to Casper and Natrona County citizens plus a \$2 per ton tipping fee surcharge over a 20-year period from Hopper Disposal's first load of garbage to Casper.
- g. Tipping fees will not include electronic recycling and hazardous waste disposal fees until requested by Hopper Disposal.
- h. Each party is responsible for its own negligent acts including Hopper Disposal's waste screening and Casper's operation of its lined facility.

Financial Considerations:

Revenues received related to the Hopper Disposal agreement with the City of Casper will be budgeted annually into the City's Balefill Fund budget.

Oversight/Project Responsibility:

Cynthia Langston, Casper Solid Waste Division Manager

Attachments:

Resolution

Agreement

**AGREEMENT
BETWEEN THE
THE CITY OF CASPER, WYOMING
AND
HOPPER DISPOSAL
FOR PROVIDING DISPOSAL OF SOLID WASTE**

PART I - AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the City of Casper, a Municipal Corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming, hereinafter referred to as “Casper,” a Wyoming Municipal Corporation, and Hopper Disposal, Inc., whose principal office is located at 000 Bonneville Road, Shoshoni, Wyoming 82649, hereinafter referred to as “Hopper Disposal.”

WITNESSETH

WHEREAS, Casper owns and operates the Casper Regional Solid Waste Facility (CRSWF) which includes the newly permitted Casper Regional Landfill (CRL) designed with a liner and engineered containment system, and includes Casper’s permitted transfer station facility designed with a baling and bagging system meeting Wyoming Department of Environmental Quality (WDEQ) Solid and Hazardous Waste Division (SHWD) Rules and Regulations and shall remain in compliance during the term of this Agreement; and,

WHEREAS, Casper represents that it is ready, willing, and able to provide solid waste disposal services to Hopper Disposal as required by this Agreement; and,

WHEREAS, Hopper Disposal desires to transport municipal solid waste (MSW) to the CRSWF; and,

WHEREAS, Hopper Disposal has consented to financially buy-in to the CRSWF capital infrastructure in exchange for a guarantee to receive the same tipping fee as charged the citizens of Natrona County, as that fee may be adjusted from time to time; and,

WHEREAS, this Agreement incorporates and is inclusive of all terms and conditions between the parties hereto, either oral or written, expressed or implied, relating to the subject matter of this Agreement; and,

WHEREAS, the “Casper Regional Solid Waste Facility Solid Waste Acceptance Agreement” attached hereto as Exhibit “A,” as it may, from time to time be amended, is, by this reference, incorporated herein as part of this Agreement; and,

WHEREAS, the parties intend that, so long as Hopper Disposal is in compliance with the terms of this Agreement, Hopper Disposal will be treated the same as participants from Natrona

County and Casper, including, but not limited to, fees, procedures, and processes relating to use of the CRSWF; and,

WHEREAS, each of the foregoing recitals are substantive provisions and considerations for entering into this Agreement and are not mere recitals.

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

1. Purpose.

The purpose of this solid waste disposal Agreement is to cooperatively provide the citizens of Natrona County and Hopper Disposal an environmentally safe and cost efficient method, and site for disposal of solid waste. The intent of the Agreement is that Casper will own and operate a state approved and permitted landfill and will accept for disposal solid waste received from Hopper Disposal's Transfer Station which may be disposed of at a landfill site pursuant to WDEQ SHWD Regulations; and, it is further the intent of this Agreement that Hopper Disposal will utilize the CRSWF landfill to dispose of all such solid waste received within Hopper Disposal's permitted Transfer Station area, as it may be amended or modified from time to time.

2. Term of the Agreement.

This Agreement shall commence April 3, 2018, and shall remain in full force until otherwise terminated by either party as provided herein.

The terms, covenants, and conditions hereof shall be binding upon, and inure to the benefit of the successors or assigns of the parties. Both parties recognize that the term of this Agreement extends beyond the term of the current governing bodies of Hopper Disposal and Casper. In accordance with current Wyoming law, each of the parties hereto specifically find that the extended term of this Agreement is of a particular benefit, and that it provides a service to the public, provides for the efficient use of a public resource, and is in the best interest of the citizens of Hopper Disposal, Casper, and Natrona County.

3. Termination.

a. Termination by Hopper Disposal Without Cause: This Agreement may be terminated, without cause, by Hopper Disposal upon forty-five (45) days' written notice to Casper at its address as set forth in this Agreement.

b. Termination by Casper:

(i). Termination due to Closure or Change in Federal or State Law: This Agreement may be terminated by Casper upon forty-five (45) days' written notice to Hopper Disposal in the event (a) the CRSWF is going to be closed to all deliveries, including

deliveries from Casper and Natrona County, or (b) due to changes in Federal or State law or the regulations thereof which would materially effect the ability or feasibility of Casper to continue performance of this Agreement, but only following good faith negotiations between the parties to modify this Agreement to allow for its continued performance on the same or different terms.

(ii). Termination due to non-payment of sums due Casper: In the case of the default by Hopper Disposal in the payment of any sum otherwise due Casper pursuant to this Agreement, and the failure of Hopper Disposal to pay any such sum to Casper within thirty (30) days of the giving of a written notice thereof by Casper, then this Agreement shall automatically terminate, and be of no further force or effect between the parties at midnight on the 31st day following the giving of such payment default notice by Casper. This is a specific material default provision for the non-payment of sums due Casper under this Agreement, and the provisions set forth in Sub-paragraph c “Termination with Cause” below shall not apply to or otherwise govern the non-payment of sums due Casper.

(iii). Termination for Hauling/Delivery of Prohibited Waste: Casper shall have the unequivocal right to terminate this Agreement for a chronic breach by Hopper Disposal for delivering to the CRSWF any prohibited waste on four (4) separate occasions over any 365 day period of this Agreement upon thirty (30) days’ written notice of such termination. Casper shall notify Hopper Disposal in writing on each occasion it delivers any such prohibited waste to the CRSWF during the term of this Agreement. Termination will only occur in the event Hopper Disposal has not, after each notification, taken timely and good faith efforts to address Hopper Disposal’s screening process violation, for which Hopper Disposal shall notify Casper in writing of its steps taken to rectify any such violation within thirty (30) days of being notified by Casper of the receipt of any such prohibited waste. This is a specific material default provision for termination due to the hauling/delivery of prohibited waste to the CRSWF under this Agreement, and the provisions set forth in Sub-paragraph c “Termination with Cause” below shall not apply to or otherwise govern this provision.

c. Termination With Cause: In the event either party shall violate, default on, or otherwise breach any term or condition of this Agreement (with the exception of the payment of sums due Casper or for the hauling/delivery of prohibited waste as provided for separately above), the non-defaulting party may notify the defaulting party in writing of any such breach or default, and should either party fail to cure any such breach or default under this Agreement within ninety (90) days after such notice, then this Agreement shall terminate and be of no further force or effect at midnight on the ninety-first (91st) day after the giving of such notice.

4. Notice.

All notices required hereunder shall be in writing and shall be either hand delivered or mailed to either party hereto by certified United States First Class Mail, return receipt requested,

addressed as set forth below, or any other such address that either party may, from time to time, designate to the other in writing as provided herein. Any such notice shall be deemed to have been given on the date of its hand delivery or upon the date of its mailing.

CASPER: City of Casper, Wyoming
Attn: City Manager
200 North David
Casper, Wyoming 82601

Hopper Disposal: Hopper Disposal, Inc.
Attn: Owner Michael D. Dimick
P.O. Box 273
Shoshoni, WY 82649

5. Payment.

a. Infrastructure Buy-In:

- i. Hopper Disposal agrees to pay Casper a total of Seventy-Two Thousand Dollars (\$72,000) for buy-in to the CRSWF's facility infrastructure in exchange for a guarantee to receive the same tipping fee, as it may be adjusted from time to time, as charged the citizens of Casper and Natrona County. Hopper Disposal agrees to pay Casper this sum over a 20-year period through an additional Two Dollars (\$2) per ton surcharge tipping fee. In the event of the termination of this Agreement, all sums paid by Hopper Disposal to Casper shall not be subject to a refund.
- ii. Should other communities outside Natrona County enter into agreements with Casper to haul waste for final disposal to the CRSWF any time after April 2018, the community shall pay Casper an infrastructure buy-in cost.
- iii. The parties agree and understand that no reimbursement will be due Hopper Disposal in the event of other communities' waste being hauled to CRSWF after April 2018.
- iv. Should Hopper Disposal bring in more than 1,800 tons per year, after April 2018, an infrastructure buy-in cost shall not be calculated for the additional waste; however, the Two Dollar (\$2) per ton surcharge tipping fee shall be applied for all waste received within a 20-year period from the date Hopper Disposal brings in their first load to the CRSWF.

- b. **Tipping Fees:** For purposes of this Agreement, "tipping fees" are the fees charged by Casper to users of the CRSWF, as those fees may be adjusted, from time to time, by Casper. Payment for tipping fees shall be made within thirty (30) calendar days from the invoice date of the invoice received from the City of Casper. If Hopper Disposal brings municipal solid waste bagged and baled, a per-ton tipping fee rebate shall be applied to any sum otherwise due Casper, as that fee rebate may, from time to time, be adjusted.

The tipping fee rebate is calculated annually and includes the operational and capital costs associated with Casper's baling function. In addition, if Hopper Disposal elects to be responsible for the disposal of electronic wastes and/or household hazardous waste, a per-ton tipping fee rebate shall be applied to any sum otherwise due Casper, as that fee rebate may, from time to time, be adjusted.

6. Obligations of Hopper Disposal.

- a. Hopper Disposal, at its sole cost and expense, shall deliver or direct the delivery of solid waste collected within its permitted transfer station area to be in full and complete compliance with all applicable federal and state laws and regulations, and ordinances and regulations of Casper in effect at the time of delivery of solid waste to the CRSWF including waste screening requirements, or as may be subsequently enacted. Acceptance of such solid waste shall be governed by the same rules and regulations which have been adopted and exist at the time of solid waste delivery at the CRSWF, and which are applicable to solid waste delivered from within Natrona County and the City of Casper, and all modifications, from time to time, of such regulations by Casper for the operation of the CRSWF; and,
- b. Hopper Disposal shall pay to, or direct payment to, Casper the fees established in Section 5 above; and,
- c. Hopper Disposal shall pay interest at the rate of eighteen percent (18%) per year or one and one half percent (1.5%) per month for all payments of disposal fees not made within forty-five (45) calendar days of the date of the invoice from the City of Casper; and,
- d. Any contracted hauler on behalf of Hopper Disposal and the drivers of any vehicles thereof hauling waste for Hopper Disposal shall execute and deliver to Casper, prior to being allowed to deliver any waste to Casper, an agreement in the form of Exhibit "A" attached hereto; and
- e. Hopper Disposal and its contracted haulers shall comply with all provisions of this Agreement, including those set forth in Exhibit "A" as it may, from time to time be amended, unilaterally, by Casper for all users of the CRSWF. Any such change(s) to Exhibit "A," except for emergency, shall not be effective until forty-five (45) days after written notice of such change(s) is given, unless such change(s) are otherwise mandated by any state or federal law or regulation for which forty-five (45) days of written notice cannot be given, in which event any such change(s) shall be effective between the parties as required by such law or regulation, with written notice thereof being given as soon as reasonably possible. In no event shall Hopper Disposal or its contracted haulers deliver for deposit any waste to Casper which contains any prohibited waste as defined in Exhibit "A," or any such other waste that may, during the term of this Agreement, be prohibited by local, state or federal law or any administrative regulations thereof.

- f. Hopper Disposal shall comply with all provisions Casper provides in writing regarding storage and processing household hazardous waste and electronic waste.

7. Obligations of the City of Casper.

- a. Casper shall provide adequate permitted and constructed space in the CRSWF to accommodate the proper disposal of the solid waste received from Hopper Disposal permitted transfer station area until this Agreement is otherwise terminated as provided in Paragraph 3 above; and,
- b. Casper shall accept from Hopper Disposal any and all solid wastes of the kind, including industrial waste, permitted to be deposited in contained landfills, except prohibited wastes as defined in Exhibit "A," and any such other waste that may, during the term of this Agreement, be prohibited by local, state or federal law or any administrative regulations thereof. Acceptance of such solid waste shall be governed by the same rules and regulations which have been adopted and exist at the time of solid waste delivery at the CRSWF, and which are applicable to solid waste delivered from within Natrona County and Casper, and all modifications, from time to time, of such regulations by Casper for the operation of the CRSWF, and shall further be subject to the Solid Waste Acceptance Agreements (Exhibit "A") entered into between Casper and each driver of any waste hauler who are contracted by Hopper Disposal; and,
- c. Casper shall provide emergency WDEQ SHWD permitted space to accommodate a Wyoming declared Federal Emergency Management Agency (FEMA) disaster; and,
- d. Casper shall accept animal carcasses mixed with MSW as long as the waste contains no liquids; and,
- e. Casper shall accept one passenger or pickup truck sized tire that is de-rimmed and mixed per ton of MSW.

8. State Required Permits for Municipal Landfills. Casper assumes full responsibility for obtaining State approval of permits for construction and operation of the CRSWF.

9. Assumption of Liability by Casper. Casper assumes full responsibility for assuring operation of the CRSWF and shall remain in compliance with all federal and state regulations, and shall further assume sole responsibility for any and all environment or ground water contamination problems created as a result of improper operation of its contained landfill, or failure of the liners.

10. Assumption of Liability by Hopper Disposal. Hopper Disposal assumes full responsibility for the proper collection, waste screening, and transportation of the solid waste received from Hopper Disposal and its transfer station permitted area. Hopper Disposal shall fully and completely indemnify Casper from all claims, damages, defense costs, and attorney fees

arising out of the violation by Hopper Disposal of any of the terms, covenants or provisions of this Agreement, including, but not by way of limitation, liability resulting from the deposit into the CRSWF of any hazardous waste or prohibited waste from being deposited therein as set forth in Exhibit "A," and any such other waste that may, during the term of this Agreement, be prohibited by federal, state or local law or any administrative regulations thereof.

11. **Solid Waste Landfill Acceptance Agreement.** The terms of the Solid Waste Landfill Acceptance Agreement (Exhibit "A"), as separately entered into by each trash hauling company and the drivers thereof contracted with Hopper Disposal shall be subject to the terms and conditions of this Agreement. In the event of any inconsistency between the terms of this Agreement or Exhibit "A" (as they may from time to time be amended by Casper) this Agreement shall prevail.

12. **General Terms and Conditions.**

- a. **Amendments:** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement. **PROVIDED HOWEVER,** the parties agree and understand that Casper may, from time to time, unilaterally amend Exhibit "A," as provided by Paragraph 6.e. above, to reflect any such other waste that may, during the term of this Agreement, be prohibited by local, state, or federal law or any administrative regulations thereof, as well as to incorporate any changes which Casper desires to implement regarding the process of waste acceptance, times of operation, or safety issues for the CRSWF. Following any such amendment of Exhibit "A," the contracted waste haulers and their respective drivers shall execute and deliver to Casper the amended version of Exhibit "A" prior to further deliveries of waste from Hopper Disposal to Casper. Exhibit "A" shall not be amended in such a way that would result in Hopper Disposal being treated differently than users from Casper and Natrona County.
- b. **Applicable Law:** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and venue for any suit or action on or under this Agreement shall be vested solely in the District Court for the Seventh Judicial District of the State of Wyoming, in Natrona County, Wyoming.
- c. **Assignability:** Hopper Disposal shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of Casper: provided, however, that claims for money due or to become due to Casper from Hopper Disposal under this Agreement may be assigned to another governmental entity, 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 Casper.

- d. **Waste Screening Records and Inspections:** Casper or any of its duly authorized representatives shall have access to public records, including any books, documents, papers, and records of Hopper Disposal which are directly pertinent to the specific Agreement for the purpose of making audit or examination of waste screening books, documents, papers, and records as required by the Wyoming Department of Environmental Quality, or any other federal or state law or regulation. Hopper Disposal or its contracted Transfer Station operator shall allow Casper or any of its duly authorized representatives to enter upon Hopper Disposal Transfer Station's premises where records must be kept under the conditions of its Wyoming Department of Environmental Quality (WDEQ) Transfer Station permit; have access to and copy, at reasonable times, any records that must be kept under the condition of this Agreement and its WDEQ Transfer Station permit; inspect at reasonable times any facilities, equipment (including waste handling equipment), practices, or operations regulated or required under this Agreement or its WDEQ Transfer Station permit related to waste screening.

- e. **Waste Receipt Records:** It is agreed that CRSWF receipt records generated or prepared by Casper under this Agreement shall be provided to each waste haul driver contracted by Hopper Disposal. Additional waste receipt records requested by Hopper Disposal shall be provided by Casper, at the additional expense of Hopper Disposal.

- f. **Insurance:** Prior to commencement of hauling waste to the CRSWF, Hopper Disposal, for compliance with Paragraph 10 above, and Hopper Disposal and/or its contract waste haulers for the transportation and delivery of MSW from Hopper Disposal to the CRSWF shall procure, and at all times thereafter maintain, with an insurer acceptable to the City of Casper, the following minimum insurance insuring Hopper Disposal and Casper against liability from damages because of injuries, including death, suffered by persons, including employees of Casper, and liability from damages to property arising from and growing out of Hopper Disposal or its contract waste hauler's negligent operations or conduct in connection with the performance of this Agreement. If a general aggregate limit applies, the general aggregate limit shall apply separately to the liabilities under this Agreement.

		<u>LIMITS</u>
1.	Worker's Compensation	Statutory
2.	Comprehensive General & Auto Liability	\$250,000 per claimant and \$500,000 Per occurrence

The insurance policies for Hopper Disposal and/or its contracted waste haulers for the transportation and delivery of MSW from Hopper Disposal to the CRSWF shall contain, or be endorsed to contain the following provisions:

1. *Automobile Liability*

Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Hopper Disposal or its waste haulers have no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than Five Hundred Thousand Dollars (\$500,000) per accident for bodily injury and property damage.

2. *Primary Coverage*

For any claims related to this contract, Hopper Disposal, and its waste hauler'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 Hopper Disposal's and its waste hauler'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*

Hopper Disposal, hereby, and shall further require its waste haulers to grant the City a waiver of any right to subrogation which any insurer of Hopper Disposal or its waste haulers may acquire against the City by virtue of the payment of any loss under such insurance. Hopper Disposal agrees to, and to require its waste haulers 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(s) thereof.

5. *Deductibles and Self-Insured Retentions*

Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

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

8. *Verification of Coverage*

Hopper Disposal shall, and shall require its waste haulers to 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 Hopper Disposal's and its waste hauler's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

11. *Additional Insured*

Hopper Disposal and/or its contracted waste haulers shall provide Casper with copies of insurance policies and/or policy endorsements listing the City of Casper as an additional insured as provided herein. Casper's failure to request or review such insurance certificates or policies shall not affect Casper's rights or Hopper Disposal's obligations hereunder.

12. *Sufficient Funding*

The intent of this section is to insure that sufficient funds are available to fully insure Casper for the full amounts of its potential liability under the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. resulting from the negligence of Hopper Disposal or Hopper Disposal's waste haulers. If the limits set forth in the Wyoming Governmental Claims Act are altered, Hopper

Disposal and/or its contracted waste haulers shall procure insurance to provide Casper with full coverage according to said altered limits. The full limits of insurance required by this Agreement shall be available to indemnify Casper as provided herein.

13. *Indemnification*

To the degree allowed by law, Hopper Disposal agrees to forever indemnify Casper and hold it harmless from liability, up to the limitations of liability as set forth in W.S. § 1-39-118, as it may, from time to time, be amended, for damage to property or injury to or death to persons, including costs, expenses, and attorney's fees incurred related thereto, arising from negligence of Hopper Disposal in the performance of the terms and conditions of this Agreement.

14. *Changes in Coverage*

The parties agree and understand that insurance forms, requirements, and coverages change from time to time, and the parties agree to amend, in good faith, these insurance provisions in the future as insurance forms, requirements, and coverages change to meet and maintain the coverages intended by this provision.

15. *Employers Liability/Stop Gap Coverage*

The Comprehensive General Liability policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

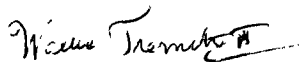
- g. **Entirety of this Agreement:** This Agreement, including Exhibit "A," represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and Agreements, whether written or oral.
- h. **Prior Approval:** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing and executed by all parties hereto before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Casper City Attorney or his representative.
- i. **Severability:** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- j. **Governmental Immunity:** The parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, S. S. § 1-39-101, et seq. The parties specifically reserve the right to assert any and all immunities, rights, and defenses they may have pursuant to the Wyoming Governmental Claims Act as it now exists, or is otherwise amended.
- k. **Ambiguities:** The parties agree that any ambiguity in this Agreement shall be construed to carry out the intent of this Agreement.

- l. **Third-Party Beneficiary Rights:** The parties do not intend to create 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.
- m. **Successors:** This Agreement shall be binding on the parties hereto, their successors, assigns and agents.
- n. **Captions:** The captions and headings of the various sections and paragraphs of this Agreement have been inserted only for the purpose of convenience of reference, and are not part of this Agreement and shall not be deemed any manner to modify, enlarge or restrict any of the provisions of this Agreement.
- o. **Waivers:** Any waiver of any breach or non-conformance by either party of any term or condition of this Agreement shall not be construed as being a waiver of a future breach of the same or any other term or condition hereof.

13. **Signatures.** The parties to this Agreement, through their duly authorized representatives have executed this Agreement on the date first above written, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein. Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite authority to bind their principals to each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written:

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Wyoming Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS:

HOPPER DISPOSAL, INC.

By: _____

Printed Name: _____

Title: _____

By: 

Printed Name: Mike Simick

Title: President

Exhibit A
Casper Solid Waste Facility

Solid Waste Acceptance Agreement

TERMS OF WASTE ACCEPTANCE

This Agreement is between your company or organization and the City of Casper, Wyoming for waste acceptance at the Casper Solid Waste Facility. Please read the Agreement carefully before signing and registering for this service. By registering for waste drop off and use of the express lane rights, you become an authorized user of the Casper Solid Waste Facility and you agree to be bound by the terms and conditions of this Agreement for as long as you continue to use the services of the Casper Solid Waste Facility. Failure to comply with the terms of this Agreement may result in additional waste processing or disposal fees and/or result in the immediate revocation of express lane rights. If you no longer haul waste to the Casper Solid Waste Facility, you must notify the Solid Waste Division Manager or his/her designee.

If you or your Organization or Company does not agree to the terms of this Agreement, you and your organization or company will **not** be approved to receive services of the Casper Solid Waste Facility. The City of Casper reserves the right to unilaterally change or modify the terms of or rules regarding this agreement at any time in its sole discretion with forty-five (45) days written notice thereof to the Hopper Disposal. Any such change or amendment shall be effective as to Hopper Disposal, this Agreement, and the undersigned waste hauler after the expiration of the said forty-five (45) days notice period.

UPON NOTICE OF ANY SUCH CHANGE OR AMENDMENT, AN AMENDED SOLID WASTE AGREEMENT SHALL BE EXECUTED BY YOU IN ORDER TO CONTINUE TO USE THE CASPER SOLID WASTE FACILITY AFTER THE EXPIRATION OF THE FORTY-FIVE DAY NOTICE PERIOD. NOTHING HEREIN CONTAINED SHALL PREVENT THE CITY OF CASPER FROM SUSPENDING ALL DELIVERIES UNDER THIS AGREEMENT TO THE CASPER SOLID WASTE FACILITY IN THE CASE OF, OR ON THE ACCOUNT OF AN EMERGENCY.

If loads of solid waste are not properly screened as required in the Environmental Terms of this Agreement, then the City of Casper reserves the right to reject the load and/or assess fees for the cost of proper disposal.

TERMS:

1. Customers are required to comply with all landfill rules and regulations in this Agreement or as directed by solid waste staff.

2. Special Waste customers (citizens of EST) such as those hauling Petroleum Contaminated Soil, Infectious Wastes, Hazardous Waste, Friable Asbestos, etc. cannot use **Lane 2, the Landfill express lane**. These customers must make an appointment at the Special Waste building by telephone or by checking in at the Scale House through the general public lane.

3. Landfill express lane may only be used by authorized drivers and vehicles.

Authorized drivers will be provided with a unique numeric vehicle code for use on the Auto Scale keypad (prompt: "Enter Vehicle ID"). Numeric vehicle codes are valid for use for **one vehicle only** and may not be used for any other vehicles.

4. Authorized drivers will be prompted for a "waste type." Enter 041 for baler waste and 042 for landfill waste. See Number 13 and 14 for prohibited baler waste and see Number 13 and 15 for prohibited landfill wastes.

5. Authorized drivers will also be provided with a unique user ID. User ID's will be entered when prompted for "Origin" on the Auto Scale keypad (after entering vehicle ID). **Drivers may ONLY use the user ID assigned specifically to them.** User ID's are **not** transferable.
6. Authorized Roll-Off Truck Drivers will be provided with a unique numeric box code for use on the Auto Scale Keypad (prompt for "Roll off ID"). **Numeric codes are valid for use for one roll-off box only and may not be used for any other roll-off boxes.**
7. Drivers will be provided with a receipt upon the completion of transactions. Drivers are responsible for inspecting each receipt thoroughly for errors. Any errors should be reported to scale house staff immediately for correction.
8. Completed transactions will be indicated by the printing of a receipt. If a receipt does not print, drivers must come into the scale house and notify the Scale House Clerk.
9. Drivers must call for a door number at the baler building using the radio located next to the auto scale keypad, if their load is being taken to the baler building. If help is needed to determine whether they have a Landfill or Baler load, contact the Scalehouse Staff for guidance.
10. Express lane users will not be required to sign the copy of the printed receipt. Their User ID will serve as their signature.

ENVIRONMENTAL:

11. Customers transporting special waste must use **Lane 1, the general public scale only** and are required to follow all landfill rules and regulations related to special wastes.
12. All loads shall be secured in accordance with the Secured Load Ordinance. A fee of \$50.00 will be assessed to your company or organization for each unsecured load arriving at the Casper Solid Waste Facility.
13. Customers must ensure the wastes transported to the baler or landfill are not "prohibited" or "unacceptable" wastes including liquids; hazardous by state, federal or local regulation; or contain friable asbestos, polychlorinated biphenyl's [PCBs], metals, infectious materials, explosives, tires (except as allowed by separate agreement), fluorescent light bulbs, propane or other pressurized vessels. These wastes are prohibited in the landfill and baler. Our Special Wastes Operations provides options for disposal of prohibited landfill and baler wastes.
14. Customers must ensure the following wastes, in addition to the prohibited wastes listed in Number 13 above, are not included in loads to the baler building or bagged baled waste going directly to the landfill:
 - Glass with the exception of small glass bottles (wine bottles or smaller); no more than five per cubic yard of municipal solid waste.
 - Metal items including wire, appliances, fencing, poles, engine blocks, propane tanks or other pressurized vessels, etc.
 - Dead animals or rotten flesh (except as allowed by separate agreement).
 - Tires (except as allowed by separate agreement).
 - Wood waste including any type of lumber.
 - Infectious wastes including blood contaminated items, sharps containers, etc.
 - Concrete, rocks, bricks, shingles or dirt.
 - Non-friable asbestos (except as allowed by separate agreement).

- Cable, hoses or wire unless it is cut into 3 foot lengths (gets caught in baler equipment slowing down operations or making baler inoperable).
- Prohibited Wastes as defined by City Ordinance, separate Agreement, or State & Federal Laws.

15. Customers must ensure the following wastes, in addition to the prohibited wastes listed in Number 13 above, are not included in un-bagged loads to the Construction & Demolition landfill:

- Un-bagged household or business garbage, such as paper, food waste, insulation, plastic bags, or any material that will blow in the wind.
- Tires
- Metal items including, appliances, fencing, poles, engine blocks, propane tanks or other pressurized vessels, etc.
- Electronic wastes including computers, TVs, monitors, microwaves, compressors, etc.
- Yard waste.
- Infectious wastes including blood contaminated items, sharps containers, etc.
- Cable, hoses or wire unless it is cut into 6 foot lengths (gets caught around dozer tracks making it inoperable)
- Prohibited Wastes as defined by City Ordinance, separate Agreement, or State & Federal Laws.

Landfill Wastes must only include construction and demolition wastes, such as

- Sheetrock, dirt, concrete, lumber, bricks, rocks
- Glass
- Animal waste, renderings, or rotten meat and flesh (place in labeled "Animal Cell")
- Metals if they are intertwined with other materials such as wood, plastic, etc.
- Cable, hoses or wire if cut in 6 foot lengths
- Shingles and Roofing materials
- Non-friable asbestos (must be identified to scale house staff prior to receipt because of special handling procedures)

HOURS OF OPERATION:

16. Wastes will only be accepted Monday through Friday from 7:30 a.m. to 4 p.m. or by special arrangement with the Solid Waste Manager, Balefill Supervisor or Special Waste Supervisor.

SAFETY:

17. Drivers must pull on and off the scales at a slow rate of speed, **less than 2 mph**.

18. Drivers must travel at a speed of **28 mph or less** throughout the entire Solid Waste Facility.

19. Drivers waiting to get on the scale must wait until the vehicle currently on the scale exits the scale completely before driving on the scale.

20. Drivers must give right of way to all landfill equipment operators.

21. Drivers must comply with all verbal instructions given by baler building operators, scale house clerks and other solid waste staff. Note: This may include random screening of your waste.

22. Drivers must make sure all of their truck tires are on the scale before they enter their information using the keypad. They must also make sure no other vehicles have driven on the scale with them.

23. Drivers must check in with the Scale House or Baler staff using the radio located next to the auto scale keypad on wet weather days to ensure the landfill is not too muddy to proceed.

I agree to the terms and conditions of this agreement:

Company or Organization Name: _____

Address _____

City _____, State _____ Zip _____

Signature: _____
(Driver)

Date: _____

Print Name: _____
(Driver)

Signature: _____
(Authorized Company/Organization Representative)

Date: _____

Print Name: _____
(Authorized Company/Organization Representative)

User ID Number Assigned by Scale House Staff: _____

RESOLUTION NO 18-56

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

WHEREAS, Hopper Disposal, Inc., desires to transport municipal solid waste to
Casper's Regional Solid Waste Facility; and,

WHEREAS, the City of Casper represents it is ready, willing, and able to provide
solid waste disposal services to Hopper Disposal as outlined in the agreement; and,

WHEREAS, Hopper Disposal has consented to financially buy into Casper's Solid
Waste Facility capital infrastructure in exchange for a guarantee to receive the same tipping fee
charged to the citizens of Natrona County, as that fee may be adjusted from time to time.

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 Hopper Disposal.

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

3/6/18

MEMO TO: J. Carter Napier, City Manager 
FROM: Wallace Trembath, Assistant City Attorney 
SUBJECT: Amendment No. 1 to the Franchise with Bresnan Communications, LLC

Meeting Type & Date

Regular City Council Meeting
March 20, 2018

Action type

Resolution

Recommendation

That Council approve Amendment No. 1 to the Franchise with Bresnan Communications, LLC.

Summary

On February 6, 2018, City Council passed Ordinance No. 1-18, which granted a franchise to the Bresnan Communications, LLC for the construction and operation of a cable system (the “Franchise”).

Around February 27, 2108, the parties discovered a scrivener’s error in the definition of “Gross Revenue” in the Franchise that could potentially cost the City revenue. The parties are in agreement about what was negotiated, and are amenable to correcting the scrivener’s error in the Franchise. The correction would allow the City to get the revenue it bargained for, and that the parties agreed to in Franchise negotiations.

Financial Considerations

None.

Oversight/Project Responsibility

Wallace Trembath

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

This Amendment No. 1 to the Franchise granted to Bresnan Communications, LLC, (“Amendment”) is entered into on this ____ day of March, 2018, by and between the City of Casper, Wyoming (“Grantor”), and Bresnan Communications, LLC, (“Grantee”). Throughout this document, the Grantor and the Grantee may be collectively referred to as the “parties.”

RECITALS

A. On February 6, 2018, City Council passed Ordinance No. 1-18, which granted a franchise to the Grantee for the construction and operation of a cable system (the “Franchise”).

B. On or about February 27, 2108, the parties discovered a scrivener’s error in the definition of “Gross Revenue” in the Franchise.

C. Correcting the scrivener’s error in the definition of “Gross Revenue” will provide the City with the revenue that it bargained for, and that the parties agreed to in negotiations.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO SECTION 1.1 M. (Terms)

The definition for “Gross Revenue in Section 1.1 M. of the Franchise is deleted in its entirety and replaced with the following:

M. “Gross Revenue” means all revenue, as determined in accordance with generally accepted accounting principles, derived by the Grantee and its affiliates, from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments imposed directly upon Subscribers and collected by the Grantee or pass-through to a government agency, including, without limitation, any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable state law; and (5) any EG capital grant (as defined in Section 12.5 hereof) recovered from Subscribers.

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM

Wallie Trust

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

Bresnan Communications, LLC
By Charter Communications, Inc., its manager

Signature: _____

Signature: _____

Name/Title: _____

Name/Title: _____

RESOLUTION NO. 18-57

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

WHEREAS, on February 6, 2018, City Council passed Ordinance No. 1-18, which granted a franchise to the Bresnan Communications, LLC for the construction and operation of a cable system (the "Franchise"); and,


WHEREAS, on or about February 27, 2108, the parties discovered a scrivener's error in the definition of "Gross Revenue" in the Franchise; and,

WHEREAS, correcting the scrivener's error in the definition of "Gross Revenue" will provide the City with the revenue that it bargained for, and that the parties agreed to in negotiations.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Franchise granted to Bresnan Communications, LLC, by the above-described ordinance.

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

March 6, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Chief of Police *KMP 307*
Robin Tuma, Fleet Coordinator *RT*
SUBJECT: Disposal of Surplus Coban Equipment

Meeting Type and Date:

Regular Council Meeting March 20th, 2018

Action Type: Resolution

Recommendation:

That Council, by resolution, declare the attached list of Coban equipment as surplus property, and authorize the destruction of same.

Summary:

The surplus Coban equipment was used in the Casper Police Department Patrol vehicles until it was replaced by a newer model system. The surplus system is no longer being built by Coban or being supported and therefore has no value. Casper Police Department has been storing the equipment since its removal and requests permission to dispose of the attached list of Coban equipment. Included are the CPUs, monitors, cameras, cameras and power supplies, (see attached for totals).

Financial Considerations: None.

Oversight/Project Responsibility:

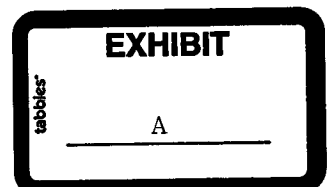
Robin Tuma, Fleet Coordinator.

Attachments:

Property list and resolution.

SURPLUS COBAN EQUIPMENT

TYPE	SERIL NUMBER	STORED
CPU	1002621	MARATHON
CPU	1002602	MARATHON
CPU	1002615	MARATHON
CPU	1002610	MARATHON
CPU	1002598	MARATHON
CPU	1002619	MARATHON
CPU	7001085	MARATHON
CPU	7001440	MARATHON
CPU	7001351	MARATHON
CPU	7001338	MARATHON
CPU	7001417	MARATHON
CPU	1002613	MARATHON
CPU	1002603	MARATHON
CPU	1002606	MARATHON
CPU	1002614	MARATHON
CPU	7001350	MARATHON
CPU	7001354	MARATHON
CPU	1002620	MARATHON
CPU	1002697	MARATHON
POWER SUPPLY	2004483	MARATHON
POWER SUPPLY	2004487	MARATHON
POWER SUPPLY	2004509	MARATHON
POWER SUPPLY	2004502	MARATHON
POWER SUPPLY	2004511	MARATHON
POWER SUPPLY	2004759	MARATHON
POWER SUPPLY	2005815	MARATHON
POWER SUPPLY	2004491	MARATHON
POWER SUPPLY	2004495	MARATHON
POWER SUPPLY	2004589	MARATHON
POWER SUPPLY	2004505	MARATHON
POWER SUPPLY	2004498	MARATHON
POWER SUPPLY	2004513	MARATHON
POWER SUPPLY	2004482	MARATHON
POWER SUPPLY	2004647	MARATHON
MONITOR	3002584	MARATHON
MONITOR	3002589	MARATHON
MONITOR	8001151	MARATHON
MONITOR	8001285	MARATHON
MONITOR	8001288	MARATHON
MONITOR	8001286	MARATHON
MONITOR	8001287	MARATHON
MONITOR	8001356	MARATHON
MONITOR	3002569	MARATHON



MONITOR	3002673	MARATHON
MONITOR	3002574	MARATHON
MONITOR	8001275	MARATHON
MONITOR	3002576	MARATHON
MONITOR	3002598	MARATHON
MONITOR	3002567	MARATHON
CAMERA	5001603	MARATHON
CAMERA	5001610	MARATHON
CAMERA	5001709	MARATHON
CAMERA	5001624	MARATHON
CAMERA	4002773	MARATHON
CAMERA	5001605	MARATHON
CAMERA	5001379	MARATHON
CAMERA	5001671	MARATHON
CAMERA	5001616	MARATHON
CAMERA	5001600	MARATHON
CAMERA	5001619	MARATHON
CAMERA	5001609	MARATHON
CAMERA	5001606	MARATHON
CAMERA	5001607	MARATHON

RESOLUTION NO. 18-58

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

WHEREAS, the City of Casper owns previous model Coban video and audio recording equipment, which is of no value or use to the City; and,

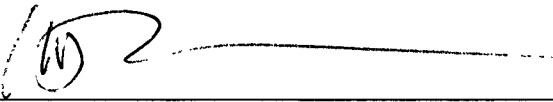
WHEREAS, the previous model Coban equipment was used in the Casper Police Department patrol vehicles until it was replaced by the current Coban equipment; and,

WHEREAS, the previous model Coban equipment is outdated and is no longer being built or supported by Coban and has no cash, trade, or recycling value. The Casper Police Department has been storing the system since its removal and has requested permission to dispose of the attached list of Coban equipment, attached as Exhibit A. Included are the CPUs, monitors, cameras, and power supplies.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the previous model Coban equipment, described on Exhibit A, is hereby determined to be surplus property, and may be disposed of by the Casper Police Department.

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2018.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

March 1, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, Assistant to the City Manager/City Clerk 

SUBJECT: Resolution establishing a uniform procedure for its departments and workforce, delineation of fees, costs and charges respecting copying and producing public records.

Meeting Type and Date:
Council Meeting, March 20, 2018

Action Type:
Resolution

Recommendation:
That council, by resolution, establish a uniform procedure for its departments and workforce, delineation of fees, costs and charges respecting copying and producing public records.

Summary:
It is in the best interest of the City of Casper to establish a uniform procedure for its departments and workforce, including a delineation of fees, costs, and charges for inspecting, copying and producing public records.

Under W.S. 16-4-202(d)(i), a custodian shall charge an applicant the reasonable costs of producing and constructing a copy of an electronic public record for inspection and copying. In order to better align with actual cost incurred for these services, Staff asks that council adopt this resolution which will align these costs with the fees. The fees for production and construction costs are set at:

- (i) \$20.50/hour for clerical staff time.
- (ii) \$34.00/hour for information technology (IT) staff time.
- (iii) \$50.00/hour for professional staff time.
- (iv) Actual cost of programming and computer services.

Under W.S. 16-4-204, an applicant may obtain a paper copy of a non-electronic/digital public record upon payment. The fees for copying non-electronic/digital public records are set at:

- (i) Standard (8.5 by 11 inch) – Black and White Copy. \$0.10/page
- (ii) Standard (8.5 by 11 inch) – Colored Copy. \$0.60/page
- (iii) Legal (8.5 by 14 inch) – Black and White Copy. \$.025/page
- (iv) Legal (8.5 by 14 inch) – Colored Copy. \$1.00/page
- (v) Other sheet size. Actual Cost
- (vi) Photograph. Actual Cost
- (vii) Utilization of an outside vendor for copying. Actual Cost
- (viii) Custodian's fee for supervise copying. See section 4(c)(i) through (iii)
- (ix) Special instances, i.e. film. Actual Cost

Attachments:
Resolution

RESOLUTION NO. 18-59

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

WHEREAS, it is in the best interest of the City of Casper to establish a uniform procedure for its departments and workforce, including a delineation of fees, costs, and charges for inspecting, copying and producing public records, and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the City of Casper adopts this Resolution for the purpose of establishing a uniform procedure for its departments and workforce, delineation of fees, costs and charges respecting copying and producing public records:

1. Definitions.

- (a) **“Applicant”** is the person that is making the public records request.
- (b) **“Clerical/support staff”** are employees who generally perform office or administrative support duties. Clerical/support staff employees include secretaries and administrative assistants.
- (c) **“Electronic/Digital public record”** is public record that is primarily or solely stored in an electronic/digital format. Typically, the custodian will only be able to produce a copy of the original electronic/digital public record due to the native format, security, and integrity of the original data or electronic record.
- (d) **“Information technology staff (IT)”** are employees who perform duties relating to retrieving, compiling, constructing, formatting, or extracting electronic public records located on computer systems, software, servers, or networks. Information technology staff (IT) employees may also perform computer programming or other computer services relating to electronic public records.
- (e) **“Professional staff”** are employees who are not clerical/support or information technology (IT) staff as defined herein. Professional staff employees perform administrative, managerial, or professional duties.
- (f) **“Supervise copying”** occurs if someone other than the custodian is allowed under W.S. 16-4-204(b) to make copies, printouts, or photographs. Under W.S. 16-4-204(b), the custodian is authorized to charge a reasonable fee to supervise the copying, printing out, or photographing, but if someone other than the custodian makes the copies, printouts or photographs, the supervision fee shall be the hourly rates stated in section 2(b). For instance, if clerical/support staff is required to supervise the copying, printing out, or photographing, the hourly rate will be \$20.50.

2. Electronic/Digital Public Records.

(a) Production and Construction Costs. Under W.S. 16-4-202(d)(i), a custodian shall charge an applicant the reasonable costs of producing and constructing a copy of an electronic public record for inspection and copying. This cost may include, but is not limited to, the time spent retrieving, compiling, sorting, reviewing, redacting, formatting, converting, or copying the electronic public record, as well as activities required to create or construct a new electronic public record from existing data sources and all associated programming and computer services.

(b) Production and Construction Costs. Production and construction costs for electronic public records shall be as follows:

- (i) \$20.50/hour for clerical staff time.
- (ii) \$34.00/hour for information technology (IT) staff time.
- (iii) \$50.00/hour for professional staff time.
- (iv) Actual cost of programming and computer services.

(c) Payment. The custodian must provide the applicant with an estimate of the reasonable costs of production and construction of the electronic public records. The applicant must pre-pay the estimated costs before the custodian produces or constructs the electronic public records or provides any copies for inspection. Payment shall be made to the custodian. If the custodian reaches the limit of the payment by the applicant, the custodian will produce the records that are ready and available at that point and will provide an additional estimate pursuant to this subsection prior to continuing with the request.

(d) Refund. If a custodian estimates and receives costs exceeding the actual time required to produce and construct the electronic/digital public records, the custodian shall refund the excess charge received at the same time that he allows the applicant to inspect the electronic/digital public records.

(e) Inspection. The custodian shall notify the applicant in writing when copies of the electronic public records are produced and available for inspection. The applicant shall have one month from the time the custodian provides notification to come to the custodian's designated location to inspect the records. After the one month time period, the request shall be officially closed.

(f) Request Priority. Requests that are at or below the \$40.00 threshold will be handled expeditiously by the custodian and will take priority over other public record requests that are above the threshold.

(g) Costs for Producing Copies. The fee schedules described in 3(b) and (c), and (e) apply to copy costs for electronic/digital public records.

3. Non-Electronic/Digital Public Records.

(a) Inspection. The custodian shall notify the applicant in writing when copies of the non-electronic/digital public records are produced and available for inspection. The applicant shall have one month from the time the custodian provides notification to come to the custodian’s designated location to inspect the records. After the one month time period, the request shall be officially closed.

(b) Fees for Copying Non-Electronic/Digital Public Records. Under W.S. 16-4-204, an applicant may obtain a paper copy of a non-electronic/digital public record upon payment as follows:

- (i) Standard (8.5 by 11 inch) – Black and White Copy. \$0.10/page
- (ii) Standard (8.5 by 11 inch) – Colored Copy. \$0.60/page
- (iii) Legal (8.5 by 14 inch) – Black and White Copy. \$.025/page
- (iv) Legal (8.5 by 14 inch) – Colored Copy. \$1.00/page
- (v) Other sheet size. Actual Cost
- (vi) Photograph. Actual Cost
- (vii) Utilization of an outside vendor for copying. Actual Cost
- (viii) Custodian’s fee for supervise copying. See section 4(c)(i) through (iii)
- (ix) Special instances, i.e. film. Actual Cost

(c) Payment. The applicant shall pre-pay the fees in 3(b) before the custodian provides the copies, if requested. Payment shall be made to the custodian.

(d) Costs for Producing Electronic Copies. An applicant may obtain an electronic copy of a non-electronic public record upon payment as follows:

- i. Payment for staff time – see 2(b) above and
- ii. Scanning non-electronic public records for e-mail or facsimile transmission \$0.10/page
- iii. Electronic Media (disk, thumb drive, etc.). Actual Cost

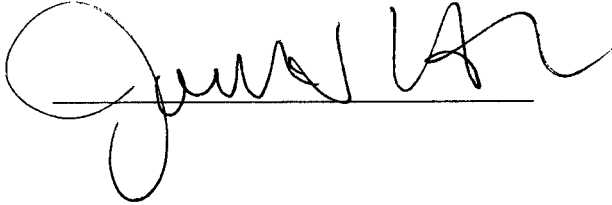
(e) Fees for Transmitting Public Records. The custodian may charge the following fees for transmitting non-electronic/digital public records:

(i) Shipping fee and cost of the shipping container

Actual Cost

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2018.

APPROVED AS TO FORM:



A handwritten signature in black ink, appearing to read 'Fleur D. Tremel', is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

March 7, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Zulima Lopez, Assistant Support Services Director
SUBJECT: Authorize the Purchase of Two (2) New One Ton Dually Pickup Trucks with Platform Beds, in the Total Amount of \$99,543.00, Before the Trade-in Allowance, for Use by the Streets & Traffic Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
March 20, 2018

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of two (2) new one ton dually pickup trucks with platform beds, from Fremont Motor Company, Casper, Wyoming, to be used in the Streets & Traffic Division of the Public Services Department, in the total amount of \$99,543.00, before the trade-in allowance.

Summary
On February 9, 2018, bids were requested for two (2) new one ton dually pickup trucks with platform bodies and specialty equipment. On February 28, 2018, six (6) bids were received from Wyoming vendors. The purchase of these two (2) trucks will replace three (3) Ford Pickup Trucks that are due for replacement by age and mileage. This will result in a permanent reduction of the City's fleet by one unit.

One truck will be outfitted with a traffic sign board and one with a light duty crane. These vehicles will be utilized daily for traffic operations including traffic control, paint striping, and sign removal and installation of traffic signs throughout the city.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(2) Dodge Ram 3500 Pickup Trucks with Blue Ridge Bodies	Fremont Motors Casper, WY	\$99,543	\$7,610	\$91,933

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(2) Dodge Ram 3500 Pickup Trucks with Reading Bodies	Fremont Motors Casper, WY	\$100,064	\$7,610	\$92,454
(2) Ford F350 Pickup Trucks with Blue Ridge Bodies	Fremont Motors Sheridan, WY	\$101,997	\$7,610	\$94,387
(2) Ford F350 Pickup Trucks with Blue Ridge Bodies	Fremont Motors Sheridan, WY	\$102,518	\$7,610	\$94,908
(2) Dodge Ram 3500 Pickup Trucks with Knapheide Bodies	Fremont Motors Casper, WY	\$109,088	\$7,610	\$101,478
(2) Ford F350 Pickup Trucks with Blue Ridge Bodies	Fremont Motors Sheridan, WY	\$112,308	\$7,610	\$104,698

The recommended purchase of these Dodge Ram pickups with Blue Ridge Bodies from Fremont Motors in Casper, WY meets all of the required specifications for the new one ton dually flatbed pickup trucks.

Financial Considerations

This purchase was approved in the FY18 adopted budget and is funded by One Cent #15 Optional Sales Tax Revenue.

Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Shad Rodgers, Streets & Traffic Manager in the Public Services Department, after the equipment is received.

Attachments

No Attachments

March 7, 2018

MEMO TO: His Honor, Mayor Ray Pacheco, and Members of City Council
FROM: J. Carter Napier, City Manager JCN
SUBJECT: Casper-Natrona County Board of Health Appointment to the Board

Meeting Type & Date

Regular Council Meeting, March 20, 2018

Action Type

Minute Action

Recommendation:

That Council, by minute action, authorize the appointment of Dr. Sara Smith to the Casper-Natrona County Board of Health.

Summary:

The Casper-Natrona County Health Department has an open position on their board. Pursuant to Wyoming State Statute, §35-1-302, the City of Casper-Natrona County Board of Health requires a dentist licensed by the Wyoming Board of Dental Examiners to fill this position. They advertised the opening and received one applicant: Sara Smith, D.D.S.

The Board of Health interviewed Dr. Smith. It is the board's opinion that her passion for working with underserved individuals aligns with their mission. She is filling the term which began on July 1, 2017 and ends June 30, 2022. This is the first term for her; therefore, she will be eligible to apply for reappointment for an additional five (5) year term after the first term expires.

Financial Considerations:

No financial considerations.

Oversight/Project Responsibility:

Dr. Kelly Weidenbach, Casper-Natrona County Health Department.

Attachments:

Letter, advertisement and applicant's resume from Casper-Natrona County Board of Health



February 1, 2018

J. Carter Napier, Casper City Manager
and
Casper City Councilmembers
200 North David Street
Casper, Wyoming 82601

Re: Recommendation for Sara Smith, DDS to City/County Board of Health

Mr. Napier and Casper City Councilmembers,

The Board of Health members, together with Executive Director, Dr. Kelly Weidenbach, interviewed Sara E. Smith, DDS for the open position on the City of Casper/Natrona County Board of Health on January 30, 2018. Dr. Smith is energetic, enthusiastic, and has a self-described passion for working with underserved individuals, which is evidenced by her current employment at the Community Health Center of Central Wyoming and by her history of seeking out service opportunities. Her compassion and commitment were apparent throughout her interview.

We are writing to recommend Dr. Sara Smith as the City-appointed/Dentist candidate for the City of Casper/Natrona County Board of Health with our unanimous approval for the open Board position. Please feel free to contact us with any questions. Dr. Weidenbach can be reached at (307) 577-9722 and I, the Board chair, can be reached at (307) 262-5028.

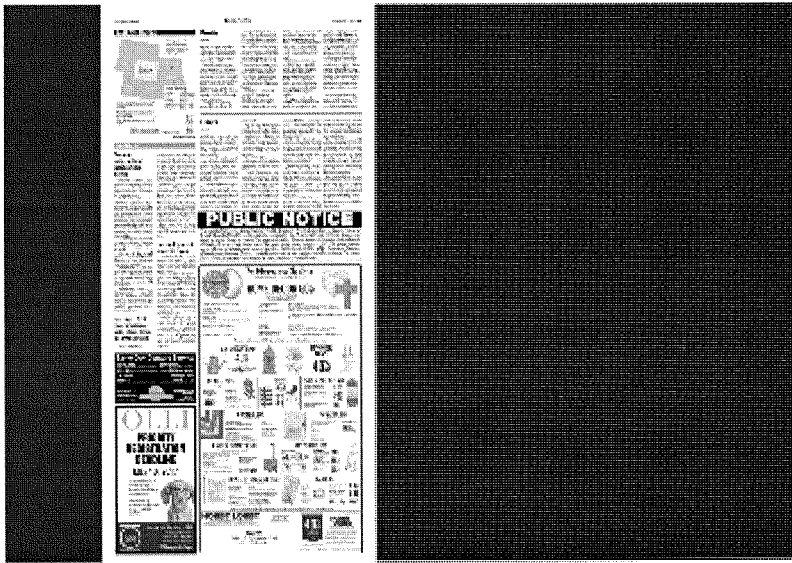
We would also like to take this opportunity to thank you for your support and partnership in the service of the citizens of Casper and Natrona County.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Cometto".

Michael Cometto, CPA
Chairman, Board of Health

CC: Kelly Weidenbach, DrPH, MPH, Executive Director, City of Casper-Natrona County Health Department



E-EDITION

Page C5

May 7, 2017

PUBLIC NOTICE

"Pursuant of Wyoming State Statute Title 35 Chapter 1 Article 3, the City of Casper-Natrona County Board of Health seeks a dentist licensed by the Wyoming Board of Dental Examiners to serve on the Board of Health. The position is a City Council appointed position to the Board of Health. The term is a 5 year term. The term would begin on July 1, 2017. To apply, please send a letter of interest and resume to Kelly Weidenbach, DrPH, MPH, Executive Director of the Casper-Natrona County Health Department at kelly.weidenbach@cnchd.org. For more information, please visit our website at www.casperpublichealth.org."

Wednesday, January 3, 2018

Natrona County Public Health Board of Directors
475 S. Spruce Street
Casper, Wyoming 82609

Dear Board Members,

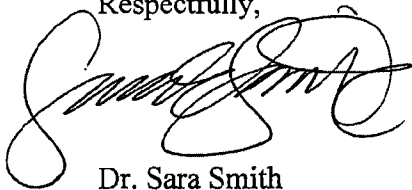
I would like to express my interest in becoming the Dental Board Member with the Natrona County Board of Health. I am an active community member with a background in Dentistry and would embrace the opportunity to give back to the community and supporting this organization.

I am a Dentist by profession at the Community Health Center of Central Wyoming. As an active member with the American Dental Association, I give back my expertise by volunteering for the Special Olympics Special Smiles, Give Kids A Smile and participating with events in the community to promote oral health. I continue to expand my education and research science/evidenced-based procedures and tools to ensure that my patients are receiving the highest quality of care.

I believe with my background, knowledge and compassion for the community, I would serve as an excellent advisor and Board Member for your organization. I would love the opportunity to serve on your Board!

Thank you for your time in considering me for this position.

Respectfully,



Dr. Sara Smith

Sara Elizabeth Smith
5223 Squaw Creek Road, Casper, Wyoming 82604
307.251.0915 sarasmith1@creighton.edu

Employment

Dentist

Community Health Center of Central Wyoming, Casper, Wyoming
July 2017 - Present

Education

Creighton University School of Dentistry, Omaha, Nebraska
August 2013 – May 2017
Doctor of Dental Surgery

University of Wyoming, Laramie, WY

August 2005- 2011

Bachelor of Arts, Osteology and Paleopathology
Bachelor of Arts, Clinical Psychology

Honors and Awards

Creighton School of Dentistry Dean's List, awarded based on outstanding contributions to the profession of dentistry and service to mankind, Fall semester 2013, Spring semester 2014

WYDENT Scholarship, awarded based on collegiate academic performance, volunteerism, and state of residency, 2013-2017

Western Heritage Scholarship, awarded based on high school academic performance and national test scores, 2005-2009

National Scholars Honor Society, awarded based on academic achievement and volunteerism within the community

Keith and Tyra Thomson Honors Convocation, awarded based on making President's Honor Roll, 2009

Research

University of Wyoming, Laramie, WY, 2010

"Dental Pathologies of the Plains Collection Pioneers: a study of antemortem tooth loss, attrition, and abscess frequency"

- Primary author, lead research investigator

Rimac Valley Bioarchaeology Project, Lima, Peru 2009

- Research performed in South America of mummified remains regarding disease prevalence, diet, and way of death of individuals.
-

Teaching Experience

University of Wyoming, Laramie, WY

Lecture tutor for University of Wyoming undergraduates; Must receive A in class and maintain at least a 3.5 GPA

- Fall 2009-Spring 2011
- Physiology, Anatomy, Biochemistry

University of Wyoming, Department of Health Sciences, Anatomy Laboratory Teaching Assistant
Laboratory teaching assistant to educate material, demonstrate laboratory skills, and grade assignments

- Human Anatomy, Fall 2010-Spring 2011
-

Leadership and Professional Affiliations

Student National Dental Association, Student Member

- Oral Cancer Walk – 100% proceeds donated to Oral Cancer Foundation, April 2013- 2015
 - Wax and Relax volunteer, practice wax carving with 1st year dental students, Fall 2014, 2015
 - Impressions Program volunteer, help high school and pre-dental undergraduate students with mock interviews and alginate impressions, Spring 2014, 2015, 2016
-

Professional Experience and Community Service

Special Olympics Special Smiles, Dental Volunteer

- Omaha, NE, Creighton University School of Dentistry, Spring 2014, 2015
- Approximately 200 athletes were provided oral health screening
- Fabrication of mouth guards for several athletes

Building Healthy Futures Program, Dental Volunteer

- Omaha, NE, Omaha Public Elementary Schools. Spring 2014 – 2016
- Presented oral hygiene care, provided fluoride varnish, and sealants.

Creighton Dental Acute Care Clinic, Dental Volunteer

- Omaha, NE, Creighton University School of Dentistry, 2015-2016
- During summer and spring breaks, provided acute dental care to Creighton dental patients. Procedures included restorative, pulpotomies, occlusal adjustment, denture repair, and extractions.

Creighton Dental Exploring Dentistry Program, Dental Volunteer

- Omaha, NE, Creighton University School of Dentistry, Fall 2015
- Introduce topics within dentistry such as Endodontics, dental anatomy, and radiology with hands-on activity to pre-dental high school students.

Creighton University Give Kids A Smile, Dental Volunteer

- Omaha, NE, Creighton University School of Dentistry, Spring 2015
- Provided exams, oral hygiene instructions, sealants, and varnish to underprivileged children in the Omaha community

One World Dental Clinic, Dental Volunteer and Dental Screener

- Omaha, NE, Creighton University School of Dentistry, Fall 2012 - Present
- Offer dental care at after-hours clinic organized by dental students and faculty to underserved populations.
- Twice per semester, screen new patients at One World.