

REGULAR COUNCIL MEETING  
Tuesday, May 1, 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. SWEARING IN OF FIRE CHIEF SOLBERG
4. CONSIDERATION OF MINUTES OF THE APRIL 17, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 28, 2018
5. CONSIDERATION OF MINUTES OF THE APRIL 17, 2018 EXECUTIVE SESSION – PERSONNEL AND PROPERTY ACQUISITION

Public Safety



Sustainability  
of Assets & Services

6. CONSIDERATION OF BILLS AND CLAIMS

7. PUBLIC HEARING

A. Minute Action

1. New **Restaurant Liquor License No. 39** for 2nd Street Eats, LLC, d/b/a **2nd Street Eats LLC**, Located at 112 East 2nd Street.
  - a. By Minute Action, **Cancel the Public Hearing.**

8. SECOND READING ORDINANCE

A. Consent

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

9. FIRST READING ORDINANCE

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

10. RESOLUTIONS

A. Consent

1. Approving a 3 year Contract for Professional Services with **IDAX Data Solutions**, for the **Annual Traffic Counting Services**, not to Exceed \$88,930.
2. Authorizing a Professional Services Agreement with Bearing, Belt, and Chain, Inc., d/b/a **NAPA Auto Parts** for the Provision of **Integrated Business Solution and Inventory Management Services.**
3. Authorizing an Agreement with **Treto Construction, LLC**, in the Amount of \$225,025, for the **2<sup>nd</sup> Street Concrete Repairs Project.**
4. Authorizing an Agreement with JTL Group, Inc., dba **Knife River**, in the Amount of \$503,490, for the **3rd Street Improvements - Beverly to Conwell Project.**
5. Authorizing an Agreement with **Treto Construction, LLC**, in the Amount of \$636,510, for the **Beverly Street Improvements Project.**
6. Authorizing an Agreement with **Geer Investments, LLC**, in the Amount of \$24,000, for the **Casper Events Center Seating Replacement Project.**

10. RESOLUTIONS (continued)

A. Consent

7. Establishing Application **Fees** for the Review of **Wireless Communications Facilities**.
8. Authorizing a Request to Wyoming's Federal Delegation to Support the Opening of a **Federal Post Office Located in the Western Part of Casper**.

11. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) New **One Ton Crew Cab Pickup Truck**, with 8' Bed and Accessories from **Fremont Motor Company**, Casper Wyoming, in the Total Amount of \$52,278, Before the Trade-in Allowance, for Use by the Solid Waste Division of the Public Services Department.
2. Authorizing the Purchase of One (1) New (or Used) **Rough Cut Mower** from **Midland Implement Co. Inc.**, Billings, Montana, in the Total Amount of \$46,085, Before the Trade-in Allowance, for Use by the Municipal Golf Course Section of the Parks and Recreation Department.
3. Appointing **Councilwoman Kenyne Humphrey** to the **Central Wyoming Regional Water System Joint Powers Board** for the Remainder of a Three (3) Year Term Expiring December 31, 2019.

12. COMMUNICATIONS

A. From Persons Present

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

14. ADJOURN INTO EXECUTIVE SESSION – TWO PERSONNEL MATTERS

Upcoming Council meetings

**Council meetings**

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

6:00 p.m. Tuesday, June 5, 2018 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, May 8, 2018 – Council Meeting Room

4:30 p.m. Tuesday, May 22, 2018– Council Meeting Room

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
 Casper City Hall – Council Chambers  
 April 17, 2018

Casper City Council met in regular session at 6:00 p.m., Tuesday, April 17, 2018. Present: Councilmembers Hopkins, Huber, Humphrey, Johnson, Laird, Morgan, Walsh and Mayor Pacheco. Absent: Councilmember Powell.

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

Mayor Pacheco led the audience in the Pledge of Allegiance.

Moved by Councilmember Morgan, seconded by Councilmember Walsh, to, by minute action, approve the minutes of the April 3, 2018, regular Council meeting, as published in the Casper-Star Tribune on April 11, 2018. Motion passed.

Moved by Councilmember Hopkins, seconded by Councilmember Humphrey, to, by minute action, approve the minutes of the April 10, 2018, executive session. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Humphrey, to, by minute action, approve payment of the April 17, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims  
 04/17/18

71Construction	Projects	\$1,409.80
A-1	Services	\$130.00
AllianceElec	Services	\$618.50
AMBI	Services	\$730.01
Ameritech	Services	\$13,241.97
ApexSyst	Supplies	\$720.00
Arcadis	Services	\$3,922.96
ArrowheadHeating	Services	\$282.25
ATSSpec	Shipping	\$5,350.00
Balefill	Services	\$76,727.47
BankOfAmerica	Goods	\$220,412.35
BFlake	Reimb	\$168.79
BVanacore	Reimb	\$69.99
C Simons	Reimb	\$382.67
CarolinaSoftware	Services	\$1,396.40
CasparBuildSystems	Services	\$52,972.29
CasperPubUtilities	Services	\$128.15
Centurylink	Services	\$17,734.55

CHenry	Reimb	\$215.22
CivilEngineeringProfessionals	Projects	\$29,747.13
CLHAssoc	Services	\$6,200.00
CNash	Reimb	\$306.09
CommTech	Goods	\$493.00
ContAlcoholMont	Supplies	\$1,690.00
CowdinCleaning	Services	\$748.00
CtyofCody	Services	\$295.00
DaveLodenConstruction	Projects	\$765.00
Dell	Goods	\$207.72
DeltaDental	Services	\$44,826.08
DesertMtn	Goods	\$7,103.37
DFS	Services	\$80.00
E Becher	Reimb	\$217.00
EnvironmentalCivilSolutions	Services	\$16,962.65
ETCIns	Supplies	\$2,070.00
FirstData	Services	\$13.41
FirstInterstateBank	Services	\$2,356.59
FmlyJrnyCtr	Services	\$963.62
GlobalSpect	Funding	\$82,909.91
GMarshInc	Services	\$739.58
GolderAssociates	Services	\$8,912.28
Hein-Bond	Services	\$34,145.06
HighPlainsConstruction	Goods	\$145,017.98
Homax	Goods	\$51,053.03
HunterIndustrialCorp	Services	\$1,395.70
IndstrlContnrSvc	Goods	\$3,404.68
JDBeighley	Reimb	\$6,000.00
JJackson	Refund	\$155.98
JMclean	Reimb	\$56.00
KubwaterResources	Goods	\$5,098.96
LagunaWldrnsPress	Supplies	\$126.00
LnclnNtlLife	Services	\$267.65
LovelyFleur	Supplies	\$79.80
LTurner	Reimb	\$594.00
MBissonette	Refund	\$49.40
MOgden	Reimb	\$11.85
Motorola	Services	\$270,000.00
Nalco	Supplies	\$15,677.64
NationalBenefitServices	Services	\$441.65
NatronaCountyCommissioner	Services	\$312,957.96
NorthParkTransport	Services	\$184.22
OfficeStateLands	Services	\$96,220.69

OneCallofWy	Services	\$393.75
PepperTank	Goods	\$180.00
Pepsi	Goods	\$340.20
PlatteRiverParkwayTrust	Funding	\$26,643.63
PostalPros	Services	\$3,018.07
R Peterson	Reimb	\$73.80
RegionalWater	Services	\$246,235.65
RenewableEarthMaterials	Goods	\$3,080.00
ResourceManagement	Goods	\$349.25
Ricoh	Services	\$81.41
RockyMtnPower	Services	\$477.81
RodBarstadsPnt	Services	\$2,438.46
S Szewczyk	Reimb	\$62.50
SaltusTech	Goods	\$278.00
SJMillerAssoc	Services	\$4,995.08
SMCarter	Easement	\$6,563.95
SolidWasteProfessionals	Services	\$1,645.13
Spectrum	Funding	\$84,835.80
StarTribune	Services	\$281.00
StellarProgramming	Services	\$137.50
Tweed'sWholesale	Goods	\$276.60
TWhitman	Reimb	\$100.00
UrgentCare	Services	\$1,345.00
VlastosHenleyDrell	Services	\$231.25
WardwellWater&Sewer	Services	\$14.00
WERCSCommunications	Services	\$1,003.55
WesternWaterConsult	Services	\$1,005.64
WestPlainsEngineering	Services	\$3,360.00
WyDeptRevenue	Taxes	\$368.51
YouthCrisisCenter	Funding	\$15,000.00
		\$1,951,973.59

Moved by Councilmember Morgan, seconded by Councilmember Johnson, to, by minute action: establish May 1, 2018, as the public hearing date for the consideration of Restaurant Liquor License No. 39 for 2<sup>nd</sup> Street Eats, LLC, d/b/a 2<sup>nd</sup> Street Eats LLC, located at 112 East 2<sup>nd</sup> Street. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of rates for retail and wholesale water and sewer service; and rates for residential and commercial solid waste collection, recycling, and disposal at the Casper Solid Waste Facility.

City Attorney Henley entered two (2) exhibits: correspondence from Andrew Beamer to J. Carter Napier, dated March 28, 2018 and correspondence from Andrew Beamer to J. Carter Napier, dated March 28, 2018. City Manager Napier provided a brief report.

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

Following resolutions read:

RESOLUTION NO. 18-69

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

RESOLUTION NO. 18-70

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

Councilmember Walsh presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins.

Mayor Pacheco asked for further discussion and a vote from Council. Councilmember Johnson voted nay on both resolutions. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the issuance of Resort Liquor License No. 7 for Avana Fund I, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, located at 300 West F Street.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated March 27, 2018; an affidavit of publication, as published in the Casper-Star Tribune, dated April 9, 2018; an affidavit of website publication, as published on the City of Casper website, dated March 27, 2018; an affidavit of notice of conspicuous posting, as posted at 300 West "F" Street, dated April 5, 2018; and the liquor license application filed March 13, 2018. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Resort Liquor License No. 7, the public hearing was closed.

Moved by Councilmember Johnson, seconded by Councilmember Humphrey, to, by minute action, authorize the issuance of Resort Liquor License No. 7. Councilmember Laird voted nay. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the disposition options for the former Plains Furniture properties.



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

Mayor Pacheco opened up the public comment period and the following citizens addressed Council: Bob King, 3551 E. 21<sup>st</sup>; Connie Thompson, Chair of the Historic Preservation Commission; Kirsten Bott, 1810 Woolwick; Dennis Steensland, 533 S. Washington; Michael Shickich, 1000 block of Durbin; Mary Anne Divittorio, 222 West “B”; Kevin Hawley, Executive Director Downtown Development Authority; Ticker Lock, 1009 N. Jefferson; Brandon Daigle, 1544 S. Wolcott; and Jeremy Bott, 1810 Woolwick. The speakers provided feedback and various options for the buildings. There being no others to speak regarding the properties, the public hearing was closed.

Mayor Pacheco asked City Manager Napier to speak on the matter. City Manager Napier stated that Council could direct staff to put out requests for proposals, or discuss the options at a future work session. Mayor Pacheco indicated that he would like to discuss this at a future work session.

The following ordinance was considered, on second reading, by consent agenda.

ORDINANCE NO. 4-18

AN ORDINANCE ESTABLISHING MOBILE VENDOR  
PARKING.

Councilmember Johnson presented the foregoing one (1) ordinance for adoption, on second reading, by consent agenda. Seconded by Councilmember Hopkins. Pete Owen, President of the Downtown Business Association addressed Council spoke in opposition to food trucks in the downtown. Councilmembers Morgan, Laird and Huber had questions for Mr. Owen, which he addressed. Dennis Steensland, 533 S. Washington, also spoke in opposition to food trucks in the downtown. Councilmember Laird asked Mr. Steensland some questions which he answered. Jacquie Anderson, 116 ½ E. 2<sup>nd</sup>, stated that a general consensus had been reached by citizens with this ordinance prior to first reading.

Council discussed the downtown parking study and the area included in the Mobile Vendor Parking Permit (MVPP) ordinance. Councilmember Hopkins shared his reasoning on proposing several amendments to the MVPP ordinance and then listed the amendments. Following are the amendments he proposed: allowing purchase of an MVPP 30 days in advance rather than 10; providing for a random drawing fourteen days in advance if two or more applicants request a permit for the same block face on the same day; changing the days from Monday through Friday to Friday through Saturday; changing the time to 6:00 p.m. through 10:00 p.m. on Friday and Saturday; changing the time to 6:00 p.m. through 10:00 p.m. on Sundays; and changing the maximum MVPPs from ten to eight.

Councilmembers Laird and Huber suggested making the MVPPs strictly first come, first served rather than having the random drawing two weeks out. Moved by Councilmember Hopkins to make the amendments as listed above, seconded by Councilmember Johnson. Councilmembers Humphrey, Laird and Morgan voted nay. Motion to amend passed.

Councilmember Laird moved to remove the random drawing two weeks in advance of an MVPP and make the process strictly first come, first serve up to thirty days in advance. Seconded by Councilmember Huber. Motion passed.

Councilmember Walsh made a motion to table the ordinance to a date certain of May 15<sup>th</sup>. Councilmember Laird asked if the amendments should be completed before tabling the item. City Attorney Henley confirmed that the item could be tabled before the amendments were complete. Councilmember Huber suggested waiting to table until after finalizing the amendments. Mayor Pacheco asked if Councilmember Walsh would allow that, he indicated he would.

Councilmember Laird moved to set the fine from \$25-\$100. Seconded by Councilmember Johnson. Councilmember Huber suggested allowing a fine of up to \$500.

Councilmember Laird withdrew his original motion and moved to set the fine in an amount up to \$500. Councilmember Johnson seconded. Council discussed the fine amount. Motion passed.

Councilmember Morgan moved to amend the following: the definitions required to include all of the downtown and the Old Yellowstone District (DOY) which were in the ordinance originally; the operation of the MVPP Monday through Friday would have limited hours; allow 10 MVPPs per month; and the hours of operation on Saturday and Sunday would be all day.

City Attorney Henley asked a question to clarify, and Councilmember Morgan addressed this. Councilmembers Walsh, Laird, and Huber asked questions and made suggestions. Councilmember Morgan changed his original motion to only adjust the area to be included in the MVPP (DOY). Seconded by Huber. Motion passed.

Councilmember Morgan moved to amend the MVPP to allow permits Monday through Friday with restrictions. Seconded by Laird. Council discussed this amendment. Councilmember Morgan refined the motion to allow permits Monday through Friday from 3:00 p.m. to 3:00 a.m. the next morning. Seconded by Councilmember Humphrey. Council discussed the matter at length. Councilmember Humphrey called for the question. City Attorney Henley asked for clarification. Councilmembers Huber, Morgan, and Walsh voted aye. Motion to amend failed.

Councilmember Huber made a motion to increase the cost for parking to \$50 or \$100 and asked where the rate was stated in the ordinance. Seconded by Councilmember Hopkins at the \$100 rate. City Manager Napier confirmed the parking cost was proposed as \$25 per space per day with a maximum of three spaces on any block face. City Attorney Henley interjected that the absence of the rate from the ordinance was a scrivener's error. Motion to amend withdrawn.

Councilmember Walsh moved to postpone the second reading of this ordinance to a date certain of May 15, 2018. Councilmember Laird seconded. Council discussed the matter at length, including further consideration of the matter at a work session after Council is able to view the downtown parking study which is to be complete May 1, 2018. Councilmember Laird called for the question. City Manager Napier indicated that this item could be added to the May 8, 2018 work session agenda. Councilmembers Huber and Morgan voted nay. Motion passed and therefore the 2<sup>nd</sup> reading of the ordinance, as further amended, will be held at the May 15, 2018 Council meeting.

Following ordinance read:

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

Councilmember Laird presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson. City Manager Napier provided a brief report. Motion passed.

Following resolution read:

RESOLUTION NO. 18-88  
A RESOLUTION TO FINANCIALLY DISENGAGE WITH THE  
POVERTY RESISTANCE FOOD PANTRY.

Councilmember Humphrey presented the foregoing resolution for adoption. Seconded by Councilmember Walsh. City Manager Napier provided a brief report. Councilmembers Laird and Walsh asked questions which City Manager Napier addressed. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-71  
A RESOLUTION MODIFYING THE CITY OF CASPER  
MUNICIPAL COURT, BY CREATING A FULL-TIME  
PRESIDING JUDGE AND PART-TIME JUDGE POSITION,  
AND PROVIDING FOR SUSPENSION, DISCIPLINE OR  
REMOVAL OF MUNICIPAL COURT JUDGES.

RESOLUTION NO. 18-72  
A RESOLUTION ADOPTING 2018 CASPER CITY COUNCIL  
GOALS.

RESOLUTION NO. 18-73  
A RESOLUTION AUTHORIZING A CONTRACT FOR  
OUTSIDE -CITY WATER SERVICE WITH FRANK MILES  
HARTUNG AND RUTH H. DOYLE.

RESOLUTION NO. 18-74

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

RESOLUTION NO. 18-75

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH ANDREEN HUNT CONSTRUCTION, INC. FOR THE CASPER ZONE III WATER SYSTEM IMPROVEMENTS PROJECT, NO. 13-38.

RESOLUTION NO. 18-76

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH DANA KEPNER COMPANY OF WYOMING, INC., FOR THE 2018 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

RESOLUTION NO. 18-77

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH FERGUSON ENTERPRISES, DBA WATERWORKS INDUSTRIES, INC., FOR THE 2018 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

RESOLUTION NO. 18-78

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC. FOR THE BALEFILL EMP AND ACM UPDATES, PROJECT NO. 18-043.

RESOLUTION NO. 18-79

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GEOSYNTEC CONSULTANTS, INC., FOR THE CASPER REGIONAL LANDFILL LIFETIME PERMIT ANNUAL REPORTING & MONITORING, PROJECT NO. 18-006.

RESOLUTION NO. 18-80

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WYOMING OFFICE DELIVERIES, INC., DBA WYOMING OFFICE PRODUCTS & INTERIORS, FOR THE CASPER EVENTS CENTER 2018 SEATING REPLACEMENT, PROJECT NO. 17-077.

RESOLUTION NO. 18-81

A RESOLUTION AUTHORIZING AN UNDERGROUND RIGHT-OF-WAY EASEMENT WITH ROCKY MOUNTAIN POWER FOR INSTALLATION OF UNDERGROUND ELECTRICAL SERVICE FOR THE MIDWEST AVENUE RECONSTRUCTION PROJECT— DAVID STREET TO ELM STREET.

RESOLUTION NO. 18-82

A RESOLUTION AUTHORIZING THE TRANSFER OF OWNERSHIP, OPERATION, AND MAINTENANCE OF THE HANLY ACRES SUBDIVISION WATER SYSTEM TO THE TOWN OF MILLS.

RESOLUTION NO. 18-83

A RESOLUTION AUTHORIZING A CONTRACT WITH AAA LANDSCAPING FOR WEED MOWING AND LITTER ABATEMENT.

RESOLUTION NO. 18-84

A RESOLUTION AUTHORIZING A CONTRACT WITH ALL TREES FOR WEED MOWING AND LITTER ABATEMENT.

RESOLUTION NO. 18-85

A RESOLUTION AUTHORIZING A CONTRACT WITH B & B SALES AND SERVICE FOR WEED MOWING AND LITTER ABATEMENT.

RESOLUTION NO. 18-86

A RESOLUTION AUTHORIZING A PRO FORMA INVOICE WITH ROCKY MOUNTAIN POWER FOR CONVERSION OF OVERHEAD POWER TO UNDERGROUND AS PART OF THE MIDWEST AVENUE RECONSTRUCTION PROJECT— DAVID STREET TO ELM STREET.

RESOLUTION NO. 18-87

A RESOLUTION TO FINANCIALLY DISENGAGE WITH THE COMMUNITY ACTION PARTNERSHIP.

RESOLUTION NO. 18-89

A RESOLUTION RESCINDING RESOLUTIONS NO. 15-99, 16-55, 16-165, 17-222, 14-75, AND 15-306, AND ESTABLISHING COST RECOVERY GOALS FOR THE USE OF CASPER RECREATION FACILITIES.

Councilmember Morgan presented the foregoing eighteen (18) resolutions for adoption. Seconded by Councilmember Johnson. Councilmember Walsh voted nay on Resolution No. 18-74 and 18-80. Motion passed.

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by consent minute action, appoint John E. Lang to the Casper Historic Preservation Commission with term expiring December 31, 2020; approve a Taxicab Company License for Turbo Taxi, located at 3030 East 5<sup>th</sup> Street; and approve a Taxicab Company License for Eagle Cab, located at 2804 Coulter. Motion passed.

Individuals addressing the Council were: Mary Anne Divittorio, 222 West “B”, inquiring about the CEC seating project; and Rob Caputa, 3200 Bella Vista, sharing information on a food truck event and offering suggestions on the MVPP ordinance. Mr. Caputa addressed questions presented by several Councilmembers.

Also addressing Council was Shawn Houck, 602 Park, asking about the MVPP and requesting consideration while the ordinance is finalized. Councilmembers asked several questions and both City Manager Napier and City Attorney Henley addressed these.

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, April 24, 2018, in the Council’s meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, May 1, 2018, in the Council Chambers.

At 9:17 p.m., it was moved Councilmember Laird, seconded by Councilmember Humphrey, to adjourn into executive session to discuss personnel and property acquisition. Councilmember Johnson voted nay. Motion passed. Council moved into the Council meeting room.

At 9:32 p.m., it was moved by Councilmember Hopkins, seconded by Councilmember Johnson, to adjourn the executive session. Council returned to the Council Chambers. At 9:33 p.m., it was moved by Councilmember Walsh, seconded by Councilmember Humphrey, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

# Bills & Claims

04/18/2018 to 05/01/2018

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<b>71 CONSTRUCTION, INC.</b>	15316HP 1/2" HOT MIX ASPHALT	\$283.50
	15327HP 1/2" HOT MIX ASPHALT	\$246.24
	<b>Subtotal for Cost Center Streets:</b>	<b>\$529.74</b>
	<b>Vendor Subtotal:</b>	<b>\$529.74</b>
<b>A.M.B.I. &amp; SHIPPING, INC.</b>	18-03-744 BALEFILL POSTAGE	\$8.93
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$8.93</b>
	18-03-746 POSTAGE	\$35.94
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$35.94</b>
	18-03-747 POSTAGE	\$471.33
	<b>Subtotal for Cost Center Finance:</b>	<b>\$471.33</b>
	18-03-748 POSTAGE	\$107.50
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$107.50</b>
	18-03-752 POSTAGE	\$5.22
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$5.22</b>
	<b>Vendor Subtotal:</b>	<b>\$628.92</b>
<b>ALVA, JAMES/PATRICIA</b>	0030743391 UTILITY REFUND	\$62.22
	<b>Subtotal for Cost Center Water:</b>	<b>\$62.22</b>
	<b>Vendor Subtotal:</b>	<b>\$62.22</b>
<b>AMERI-TECH EQUIPMENT CO.</b>	104089 222285 REPAIRS	\$257.50
	103996 222285 REPAIR	\$1,326.45
	103639 222274	\$1,649.21
	103490 222275 REPAIR	\$533.00
	103856 222264 REPAIRS	\$765.64
	104067 222285 REPAIR	\$309.00
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$4,840.80</b>
	<b>Vendor Subtotal:</b>	<b>\$4,840.80</b>
<b>ANDREW COYLE</b>	RIN0028563 BOOT REIMBURSEMENT	\$49.87
	<b>Subtotal for Cost Center Parks:</b>	<b>\$49.87</b>
	<b>Vendor Subtotal:</b>	<b>\$49.87</b>

# Bills & Claims

04/18/2018 to 05/01/2018

<b>ARAPAHOE PUMPING SYSTEMS</b>	1709 PUMPSTATION WORK DONE BY TECH	\$553.00
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$553.00</b>
	<b>Vendor Subtotal:</b>	<b>\$553.00</b>
<b>ARCADIS U.S., INC.</b>	0901823 ENGINEERING SERVICES	\$3,435.20
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$3,435.20</b>
	<b>Vendor Subtotal:</b>	<b>\$3,435.20</b>
<b>ATLANTIC ELECTRIC, INC.</b>	7402 AQUATIC CENTER CEILING FANS PR	\$11,900.00
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$11,900.00</b>
	7392 RETAINAGE 16-008	-\$573.75
	<b>Subtotal for Cost Center General - Streets:</b>	<b>-\$573.75</b>
	7392 LUMINAIRE SERVICES	\$6,943.82
	<b>Subtotal for Cost Center Streets:</b>	<b>\$6,943.82</b>
<b>Vendor Subtotal:</b>	<b>\$18,270.07</b>	
<b>BLACK HILLS ENERGY</b>	AP000183040518 NATURAL GAS	\$5,946.10
	AP00023204201811 NATURAL GAS	\$316.49
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$6,262.59</b>
	RIN0028580 LANDFILL REMED PROGRAM	\$76.13
	AP00022904201811 NATURAL GAS	\$3,102.04
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$3,178.17</b>
	AP000187040618 NATURAL GAS	\$825.07
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$825.07</b>
	AP000226040518 NATURAL GAS	\$248.08
	<b>Subtotal for Cost Center Cemetery:</b>	<b>\$248.08</b>
AP000227040518 NATURAL GAS	\$1,411.85	
<b>Subtotal for Cost Center City Hall:</b>	<b>\$1,411.85</b>	
AP00023004201811 NATURAL GAS	\$1,812.88	
<b>Subtotal for Cost Center Fire:</b>	<b>\$1,812.88</b>	
AP00019404201811 NATURAL GAS	\$2,523.89	



# Bills & Claims

04/18/2018 to 05/01/2018

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<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$2,523.89</b>
AP000195040618 NATURAL GAS	\$415.06
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$415.06</b>
AP000188040518 NATURAL GAS	\$329.42
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$329.42</b>
AP000184040518 NATURAL GAS	\$935.13
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$935.13</b>
AP00019204201811 NATURAL GAS	\$1,140.46
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$1,140.46</b>
AP00022204201811 NATURAL GAS	\$147.42
<b>Subtotal for Cost Center Parks:</b>	<b>\$147.42</b>
AP000191040518 NATURAL GAS	\$892.87
<b>Subtotal for Cost Center Recreation:</b>	<b>\$892.87</b>
AP000193040618 NATURAL GAS	\$17.67
<b>Subtotal for Cost Center Sewer:</b>	<b>\$17.67</b>
AP00022804201811 NATURAL GAS	\$7,664.21
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$7,664.21</b>
AP00023104201811 NATURAL GAS	\$1,103.21
<b>Subtotal for Cost Center Water:</b>	<b>\$1,103.21</b>
RIN0028554 ENERGY HEAT	\$6,619.39
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$6,619.39</b>
<b>Vendor Subtotal:</b>	<b>\$35,527.37</b>
<b>BRENNTAG PACIFIC, INC.</b>	
BPI824743 FERRIC CHLORIDE WWTP	\$8,835.12
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$8,835.12</b>
<b>Vendor Subtotal:</b>	<b>\$8,835.12</b>
<b>BRUCE MARTIN</b>	
RIN0028556 TUITION REIMBURSEMENT	\$643.60
<b>Subtotal for Cost Center Water:</b>	<b>\$643.60</b>
<b>Vendor Subtotal:</b>	<b>\$643.60</b>

# Bills & Claims

City of Casper

04/18/2018 to 05/01/2018

<b>BURLINGTON NORTHERN SANTA FE RAILWAY CO.</b>	RIN0028572 PERMIT APPLICATION FEE	\$800.00
	<b>Subtotal for Cost Center Parks:</b>	<b>\$800.00</b>
	<b>Vendor Subtotal:</b>	<b>\$800.00</b>
<b>CARUS CORPORATION</b>	SLS 10065840 CHEMICAL POLYMER	\$7,560.00
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$7,560.00</b>
	<b>Vendor Subtotal:</b>	<b>\$7,560.00</b>
<b>CASELLE, INC.</b>	87193 CONTRACT SUPPORT & MAINT	\$75.00
	<b>Subtotal for Cost Center Finance:</b>	<b>\$75.00</b>
	<b>Vendor Subtotal:</b>	<b>\$75.00</b>
<b>CASPER AREA TRANSPORTATION COALITION</b>	1527097 2-24 PASSENGER BUSES	\$114,979.00
	1527098 2-24 PASSENGER BUSES	\$114,979.00
	2018-302 MARCH 18 FTA THE BUS EXPENSES	\$22,708.39
	2018-303 MARCH 18 CITY CATC EXPENSES	\$39,725.41
	2018-304 MARCH 18 CITY THE BUS EXPENSES	\$20,102.29
	2018-301 MAR 18 FTA CATC EXPENSES	\$40,376.60
	<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$352,870.69</b>
<b>Vendor Subtotal:</b>	<b>\$352,870.69</b>	
<b>CASPER NATRONA COUNTY HEALTH DEPARTMENT</b>	0024898-IN MONTHLY FUNDING	\$45,000.00
	<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$45,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$45,000.00</b>
<b>CDW GOVERNMENT, INC.</b>	LTJ5178 CITRIX	\$1,574.30
	<b>Subtotal for Cost Center Police:</b>	<b>\$1,574.30</b>
	<b>Vendor Subtotal:</b>	<b>\$1,574.30</b>
<b>CENTURYLINK</b>	RIN0028562 PHONE USE	\$38.62
	<b>Subtotal for Cost Center Engineering:</b>	<b>\$38.62</b>
	AP00013204061816 VOIP	\$1,890.97
<b>Subtotal for Cost Center Finance:</b>	<b>\$1,890.97</b>	

# Bills & Claims

City of Casper

04/18/2018 to 05/01/2018

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RIN0028560 PHONE USE	\$154.12
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$154.12</b>

RIN0028562 PHONE USE	\$45.48
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$45.48</b>

RIN0028569 PHONE USE	\$43.42
RIN0028574 PHONE USE	\$64.10
<b>Subtotal for Cost Center Sewer:</b>	<b>\$107.52</b>

<b>Vendor Subtotal:</b>	<b>\$2,236.71</b>
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## CIGNA HEALTH & LIFE INSURANCE COMPANY

2275789 PLAN ADMIN FEES	\$12,773.75
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$12,773.75</b>

<b>Vendor Subtotal:</b>	<b>\$12,773.75</b>
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## CITY OF CASPER

5128/161591 MARCH 2018 CATC WORKORDERS	\$1,612.38
5128/161591 MARCH 2018 CATC WORKORDERS	\$6,449.52
5128/161592 MARCH 2018 CATC FUEL EXPENSES	\$6,599.38
5128/161592 MARCH 2018 CATC FUEL EXPENSES	\$6,599.37
<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$21,260.65</b>

5128/161981 APRIL 2018 MPO MONTHLY GIS FEE	\$657.78
5128/161981 APRIL 2018 MPO MONTHLY GIS FEE	\$6,258.89
5128/162106 MPO QRTLQ ADVANCED GIS SUPPORT	\$89.11
5128/162106 MPO QRTLQ ADVANCED GIS SUPPORT	\$847.93
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$7,853.71</b>

<b>Vendor Subtotal:</b>	<b>\$29,114.36</b>
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## CITY OF CASPER - BALEFILL

2307/162023 SANITATION	\$30.00
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$30.00</b>

425/162050 SANITATION	\$17.39
<b>Subtotal for Cost Center Fire:</b>	<b>\$17.39</b>

525/161867 SANITATION	\$15.04
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$15.04</b>

247/161805 SANITATION	\$30.00
247/162024 SANITATION	\$262.00
<b>Subtotal for Cost Center Parks:</b>	<b>\$292.00</b>

# Bills & Claims

04/18/2018 to 05/01/2018

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2772/161756 SANITATION	\$4,976.83
2772/161821 SANITATION	\$6,161.23
2772/161791 SANITATION	\$5,307.24
2772/162028 SANITATION	\$6,166.40
2772/161839 SANITATION	\$5,644.70
2772/161868 SANITATION	\$5,259.26
2772/161894 SANITATION	\$5,317.58
2772/161923-952 SANITATION	\$6,179.09
2772/162000 SANITATION	\$6,250.06
2772/162051 SANITATION	\$5,869.79
2772/162085 SANITATION	\$5,537.07
2772/162114 SANITATION	\$5,818.13
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$68,487.38</b>

1276/161820 SANITATION	\$23.03
1276/161790 SANITATION	\$101.52
1276/162027 SANITATION	\$113.27
1276/161838 SANITATION	\$117.97
1276/161922 SANITATION	\$116.56
1276/162084 SANITATION	\$1,500.98
1276/162113 SANITATION	\$978.80
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$2,952.13</b>

3164/161792 SANITATION	\$117.03
<b>Subtotal for Cost Center Water:</b>	<b>\$117.03</b>

**Vendor Subtotal:** **\$71,910.97**

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## COMTRONIX, INC.

48617 DATA CABLING	\$734.28
<b>Subtotal for Cost Center Planning:</b>	<b>\$734.28</b>

**Vendor Subtotal:** **\$734.28**

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## CRIME SCENE INFORMATION

157-12-074 CRIME STOPPERS LINE	\$86.25
<b>Subtotal for Cost Center Police:</b>	<b>\$86.25</b>

**Vendor Subtotal:** **\$86.25**

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## DAVID GARLAND

RIN0028565 OPERATOR LEVEL 2 EXAM FEE	\$100.00
RIN0028575 OPERATOR LEVEL 1 EXAM FEE	\$100.00
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$200.00</b>

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

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# Bills & Claims

04/18/2018 to 05/01/2018

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<b>DAVIDSON FIXED INCOME MGMT.</b>	2018-3CASPER MANAGEMENT FEES <b>Subtotal for Cost Center Finance:</b>	\$3,798.14 <b>\$3,798.14</b>
	<b>Vendor Subtotal:</b>	<b>\$3,798.14</b>
<b>DELL MARKETING LP</b>	10235342589 NEW LAPTOP SOFTWARE <b>Subtotal for Cost Center Sewer:</b>	\$345.47 <b>\$345.47</b>
	<b>Vendor Subtotal:</b>	<b>\$345.47</b>
<b>DEPT. OF FAMILY SVCS.</b>	0347-MARCH18 CENTRAL REGISTRY CHECKS <b>Subtotal for Cost Center Police Grants:</b>	\$70.00 <b>\$70.00</b>
	<b>Vendor Subtotal:</b>	<b>\$70.00</b>
<b>DOOLEY OIL, INC.</b>	104098 FUEL <b>Subtotal for Cost Center Balefill:</b>	\$18,510.82 <b>\$18,510.82</b>
	<b>Vendor Subtotal:</b>	<b>\$18,510.82</b>
<b>DPC INDUSTRIES, INC.</b>	727000045-18 CHEMICALS NAHYPO 727000064-18 CHEMICALS NAHYPO <b>Subtotal for Cost Center Water Treatment Plant:</b>	\$6,547.38 \$7,112.64 <b>\$13,660.02</b>
	<b>Vendor Subtotal:</b>	<b>\$13,660.02</b>
<b>DRAKES LANDSCAPING</b>	0030743394 UTILITY REFUND <b>Subtotal for Cost Center Water:</b>	\$34.31 <b>\$34.31</b>
	<b>Vendor Subtotal:</b>	<b>\$34.31</b>
<b>ELECTRAMIC ASSOCIATES</b>	41718 PROSPECTOR LIFT UPDATES <b>Subtotal for Cost Center Hogadon:</b>	\$1,610.00 <b>\$1,610.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,610.00</b>
<b>ENGINEERING DESIGN ASSOCIATES</b>	10268 LSC FIRE SUP/ALRM REPL DESIGN 10268 LSC FIRE SUP/ALRM REPL DESIGN <b>Subtotal for Cost Center CDBG:</b>	\$3,640.97 \$10,336.51 <b>\$13,977.48</b>

# Bills & Claims

City of Casper

04/18/2018 to 05/01/2018

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**Vendor Subtotal:** **\$13,977.48**

**ENVIRONMENTAL & CIVIL SOLUTIONS, LLC**

5333 CENTER & 9TH ST IMPROV. 17-053 \$2,509.00  
**Subtotal for Cost Center Streets:** **\$2,509.00**

**Vendor Subtotal:** **\$2,509.00**

**FIRST DATA MERCHANT SVCS CORP.**

REMI1316433 CC SERVICES \$63.99  
**Subtotal for Cost Center Cemetery:** **\$63.99**

**Vendor Subtotal:** **\$63.99**

**FIRST INTERSTATE BANK**

RIN0028557 SECURE DEPOSIT BAGS \$37.40  
**Subtotal for Cost Center Code Enforcement:** **\$37.40**

**Vendor Subtotal:** **\$37.40**

**GARLICK LAW OFFICE PC**

2893 COURT APPT ATTORNEY FEES \$195.47  
2894 COURT APPOINTED ATTORNEY FEES \$191.96  
**Subtotal for Cost Center Municipal Court:** **\$387.43**

**Vendor Subtotal:** **\$387.43**

**GLOBAL SPECTRUM L.P.**

0000692-IN MARCH 2018 ATM REIMB \$47,060.00  
0000696-IN WAWA TICKET FUNDS REQUEST \$24,990.00  
**Subtotal for Cost Center Casper Events Center:** **\$72,050.00**

0000672-IN AWARDS BANQUET CATERING \$532.80  
**Subtotal for Cost Center Police:** **\$532.80**

**Vendor Subtotal:** **\$72,582.80**

**GREATER WYOMING BIG BROTHERS, BIG SISTERS**

2015-11 FY18 1%#15 ONE CENT FUNDING \$4,591.52  
**Subtotal for Cost Center One Cent #15:** **\$4,591.52**

**Vendor Subtotal:** **\$4,591.52**

**GSG ARCHITECTURE**

RIN0028568 DESIGN & CONST ADMIN FOR FIRE \$1,689.83  
**Subtotal for Cost Center Fire:** **\$1,689.83**

# Bills & Claims

City of Casper

04/18/2018 to 05/01/2018

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**Vendor Subtotal:** **\$1,689.83**

## HDR ENGINEERING, INC.

1200102495 WWTP DIGESTER BOILER INSTALLAT \$2,588.10

**Subtotal for Cost Center Waste Water:** **\$2,588.10**

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**Vendor Subtotal:** **\$2,588.10**

## HOMAX OIL SALES, INC.

0403822-IN HYD OIL FOR #2 PLASTICS COMPAC \$170.70

0406226-IN ANTI FREEZE TRUCK BARN \$388.50

**Subtotal for Cost Center Refuse Collection:** **\$559.20**

CL86524 MARCH FUEL \$3,151.17

**Subtotal for Cost Center Water:** **\$3,151.17**

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**Vendor Subtotal:** **\$3,710.37**

## ITC ELECTRICAL TECHNOLOGIES

24840 REMOTE MS TELEMETERY TSHOOT \$244.80

**Subtotal for Cost Center Waste Water:** **\$244.80**

24891 REPAIR FROM EXCAVATION DAMAGE \$1,743.37

**Subtotal for Cost Center Water Treatment Plant:** **\$1,743.37**

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**Vendor Subtotal:** **\$1,988.17**

## KNIFE RIVER/JTL

166164 COVER MATERIALS \$4,448.29

166134 COVER MATERIALS LANDFILL \$4,219.93

166526 COVER MATERIAL LANDFILL \$5,713.18

166424 COVER MATERIALS LANDFILL \$3,660.69

**Subtotal for Cost Center Balefill:** **\$18,042.09**

166568 METRO ANIMAL CONTROL REPAIR \$315.50

**Subtotal for Cost Center Parks:** **\$315.50**

166559 3/8" PLANT MIX \$239.40

**Subtotal for Cost Center Streets:** **\$239.40**

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**Vendor Subtotal:** **\$18,596.99**

## KRIS KOFAKIS

03759 PANT REIMBURSEMENT \$43.93

**Subtotal for Cost Center Water:** **\$43.93**

# Bills & Claims

City of Casper

04/18/2018 to 05/01/2018

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**Vendor Subtotal:** **\$43.93**

## KTWO TELEVISION

21638 TV ADS \$720.00

**Subtotal for Cost Center Hogadon:** **\$720.00**

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**Vendor Subtotal:** **\$720.00**

## KUBWATER RESOURCES, INC

07534 ZETAG 7593 DRY POLYMER \$5,098.96

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

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

## LEONARD B. MEDOFF, PH.D

RIN0028573 PreEmployment Psych Eval \$500.00

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

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**Vendor Subtotal:** **\$500.00**

## M & M SVCS. INC.

0608 RODENT CONTROL \$1,330.00

**Subtotal for Cost Center Balefill:** **\$1,330.00**

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**Vendor Subtotal:** **\$1,330.00**

## MARK KAWA

RIN0028559 WORK BOOT REIMBURSEMENT \$75.00

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

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

## MATTHEW BOWMAN

RIN0028561 TRAVEL EXPENSES \$17.74

**Subtotal for Cost Center Police:** **\$17.74**

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**Vendor Subtotal:** **\$17.74**

## MCMURRY READY MIX CO.

226408 CONCRETE \$229.00

**Subtotal for Cost Center Water:** **\$229.00**

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**Vendor Subtotal:** **\$229.00**

## MIKE OGDEN

5011 CLOTHING REIMBURSEMENT \$59.41

**Subtotal for Cost Center Police:** **\$59.41**



# Bills & Claims

04/18/2018 to 05/01/2018

**Vendor Subtotal:** \$59.41

**NATRONA COUNTY ROAD,  
BRIDGE AND PARKS**

4244 WASHED CHIPS \$2,629.50  
**Subtotal for Cost Center Streets:** \$2,629.50

**Vendor Subtotal:** \$2,629.50

**NEWCOM TECHNOLOGIES**

47699 SOFTWARE AGREEMENT \$1,200.00  
**Subtotal for Cost Center Cemetery:** \$1,200.00

**Vendor Subtotal:** \$1,200.00

**P-CARD VENDORS**

00072433 HAWKINS INC - Purchase \$375.00  
 00072433 HAWKINS INC - Purchase \$2,345.49  
 00072461 AMAZON MKTPLACE PMTS W - Purch \$99.99  
 00072557 BARGREEN WYOMING 25 - Purchase \$40.95  
 00072575 NORCO INC - Purchase \$39.56  
**Subtotal for Cost Center Aquatics:** \$2,900.99

00072167 HOWARD SUPPLY COMPANY - Purcha \$115.67  
 00072177 MENARDS CASPER WY - Purchase \$128.04  
 00072191 ALSCO INC. - Purchase \$353.64  
 00072198 AMERICAN FLAG AND BANN - Purch \$266.46  
 00072147 BAILEYS ACE HDWE - Purchase \$22.24  
 00072164 CENTURYLINK/SPEEDPAY - Purchas \$59.66  
 00072386 RESPOND FIRST AID OF W - Purch \$46.39  
 00072482 MURDOCH'S RANCH & HOME - Purch \$1,395.00  
 00072512 WW GRAINGER - Purchase \$250.44  
 00072547 WYOMING MACHINERY CO - Purchas \$232.23  
 00072559 HARBOR FREIGHT TOOLS 3 - Purch \$23.96  
 00072569 INTERSTATE ALL BATTERY - Purch \$29.90  
 00072619 COCA COLA BOTTLING CO - Purcha \$7.35  
 00072624 HOBBY-LOBBY #0233 - Purchase \$3.98  
 00072625 GEOTECH - Purchase \$34.13  
 00072637 HARBOR FREIGHT TOOLS 3 - Purch \$419.96  
 00072670 CMI-TECO - Purchase \$14.90  
 00072753 HOSE & RUBBER SUPPLY C - Purch \$50.51  
 00072832 HOWARD SUPPLY COMPANY - Purcha \$73.86  
 00072959 WYOMING STEEL AND RECY - Purch \$27.30  
 00073014 BEARING BELTCHAIN00244 - Purch \$260.49  
 00072280 AIRGAS CENTRAL - Purchase \$139.88  
 00072292 AGP PROPANE SERVICES - Purchas \$61.61  
 00072317 AGP PROPANE SERVICES - Purchas \$55.17

# Bills & Claims

04/18/2018 to 05/01/2018

00072442 BAILEYS ACE HDWE - Purchase	\$11.99
00072448 CONOCO - HOMAX OIL SAL - Purch	\$9,597.63
00072454 CONOCO - HOMAX OIL SAL - Purch	\$1,620.80
00072463 INTUIT IN ICLEAN307 - Purcha	\$3,250.00
00072470 GCR TIRE #751 - Purchase	\$590.25
00072474 CONOCO - HOMAX OIL SAL - Purch	\$9,999.99
00072475 CONOCO - HOMAX OIL SAL - Purch	\$170.70
00072478 WYOMING MACHINERY CO - Purchas	\$1,385.60
00072496 WYOMING MACHINERY CO - Purchas	\$811.23
00072508 AGP PROPANE SERVICES - Purchas	\$567.05
00072516 WYOMING MACHINERY CO - Purchas	\$3,115.20
00072526 ALLIANCE ELECTRIC LLC - Purcha	\$70.00
00072534 COMMUNICATION TECHNOLO - Purch	\$540.30
00072539 ALLIANCE ELECTRIC LLC - Purcha	\$70.00
00072543 STAPLES 00114181 - Purch	\$102.95
00072544 SOURCE OFFICE - VITAL - Purcha	\$38.92
00071536 BOBCAT OF CASPER - Purchase	\$779.85
00071570 HOSE & RUBBER SUPPLY C - Purch	\$313.91
00071581 INT IN RECYKLING INDU - Purch	\$3,000.00
00071599 SHERWIN-WILLIAMS 70896 - Purch	\$41.86
00071643 BAILEYS ACE HDWE - Purchase	\$15.09
00071667 AIRGAS CENTRAL - Purchase	\$875.51
<b>Subtotal for Cost Center Balefill:</b>	<b>\$41,041.60</b>
00072191 ALSCO INC. - Purchase	\$205.00
00072243 BLOEDORN LUMBER CASPER - Purch	\$161.95
00072336 CRESCENT ELECTRIC 103 - Purcha	\$88.20
00072385 SHERWIN-WILLIAMS 70896 - Purch	\$75.25
00072417 DENNIS SUPPLY COMPANY - Purcha	\$12.95
00072430 BAILEYS ACE HDWE - Purchase	\$2.99
00072450 CASPER WINNELSON CO - Purchase	\$18.25
00072489 BAILEYS ACE HDWE - Purchase	\$2.34
00072490 DIAMOND VOGEL PAINT #7 - Purch	\$5.62
00072493 NORCO INC - Purchase	\$822.42
00072502 DENNIS SUPPLY COMPANY - Purcha	\$4.71
00072505 BEARING BELTCHAIN00244 - Purch	\$11.44
00072510 SAMSCLUB #6425 - Purchase	\$140.07
00072525 CASPER WINNELSON CO - Purchase	\$40.30
00072579 MENARDS CASPER WY - Purchase	\$40.95
00072582 ATLAS OFFICE PRODUCTS - Purcha	\$155.80
00072598 CASPER FIRE EXTINGUISH - Purch	\$29.25
00072615 BARGREEN WYOMING 25 - Purchase	\$174.72
00072668 CASPER WINNELSON CO - Purchase	\$42.04
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$2,034.25</b>
00073043 VZWRSS IVR VB - Purchase	\$67.28
00072380 SIERRA INDUSTRIES INC - Purcha	\$1,087.46

# Bills & Claims

04/18/2018 to 05/01/2018

**Subtotal for Cost Center Cemetery: \$1,154.74**

00072701 ATLAS OFFICE PRODUCTS - Purcha	\$337.58
00072732 CASPER STAR TRIBUNE - Purchase	\$90.38
00072815 SQ SQ VENTURE TECHNO - Purch	\$59.62
00071737 CASPER STAR TRIBUNE - Purchase	\$87.36
00071791 ATLAS OFFICE PRODUCTS - Purcha	\$45.80
00072082 ATLAS OFFICE PRODUCTS - Purcha	\$15.41
00072462 CASPER STAR TRIBUNE - Purchase	\$98.72

**Subtotal for Cost Center City Clerk: \$734.87**

00072265 RICOH USA, INC - Purchase	\$243.46
00072535 KONICA MINOLTA SENSING - Purch	\$1,392.78
00072663 KONICA MINOLTA SENSING - Purch	\$870.00
00072459 VZWRLSS IVR VB - Purchase	\$120.03
00071801 VZWRLSS MY VZ VB P - Purchase	\$45.12
00071137 BUSH-WELLS SPORTING GO - Purch	\$154.50

**Subtotal for Cost Center Code Enforcement: \$2,825.89**

00072276 SAMS CLUB #6425 - Purchase	\$71.09
00072765 VZWRLSS IVR VB - Purchase	\$38.34
00069975 SOURCE OFFICE - VITAL - Purcha	\$222.00
00070382 GUS GLOBALSTAR USA - Purchase	\$177.65

**Subtotal for Cost Center Communications Center: \$509.08**

00071816 VZWRLSS MY VZ VB P - Purchase	\$120.45
00071837 CASPER STAR TRIBUNE - Purchase	\$1,954.60
00071853 AUDIE JEANS PHOTOGR - Purchase	\$185.00
00071865 CASPER STAR TRIBUNE - Purchase	\$1,402.60
00071880 CASPER STAR TRIBUNE - Purchase	\$600.00
00072039 ATLAS OFFICE PRODUCTS - Purcha	\$4.99

**Subtotal for Cost Center Council: \$4,267.64**

00073062 ALBERTSONS #0060 - Purchase	\$105.66
00072828 TRACTOR SUPPLY CO #199 - Purch	\$24.99
00072491 CASPER CONTRACTORS SUP - Purch	\$57.00

**Subtotal for Cost Center Engineering: \$187.65**

00072403 VZWRLSS APOCC VISB - Purchase	\$280.07
00072650 CASPER STAR TRIBUNE - Purchase	\$136.68
00071801 VZWRLSS MY VZ VB P - Purchase	\$22.56

**Subtotal for Cost Center Finance: \$439.31**

00070842 SAMSClub #6425 - Purchase	\$93.56
00070854 WM SUPERCENTER #1617 - Purchas	\$8.13
00072160 INT'L CODE COUNCIL INC - Purch	\$215.00
00072320 FEDEX 780383994010 - Purchase	\$40.28

# Bills & Claims

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00072572 WPSG, INC - Purchase	\$68.48
00072587 WARDROBE CLEANERS - Purchase	\$11.75
00072588 BOUND TREE MEDICAL LLC - Purch	\$396.27
00072641 WPSG, INC - Purchase	\$61.58
00072714 ATLAS OFFICE PRODUCTS - Purcha	\$86.41
00072798 SAMS CLUB #6425 - Purchase	\$34.98
00072817 MERBACK AWARDS COMPANY - Purch	\$13.20
00072824 INT'L CODE COUNCIL INC - Purch	\$79.00
00072944 ENTENMANN-ROVIN COMPAN - Purch	\$221.50
00072966 MERBACK AWARDS COMPANY - Purch	\$31.40
00072986 ROTO ROOTER - Purchase	\$440.00
00073051 WAL-MART #3778 - Purchase	\$27.75
00073055 BUBBA ROPE, LLC - Purchase	\$188.71
00073066 THE SUPPLY CACHE - Purchase	\$379.95
00073079 INT IN GOEDICKE'S CUS - Purch	\$118.77
00070706 CENTRAL TRUCK AND DIES - Purch	\$350.37
00071261 STATPACKS - Purchase	\$660.00
00071276 EXXONMOBIL 47626544 - Purch	\$26.95
00071468 FAA STATE BOARD EXAM - Purchas	\$150.00
00071601 BOUND TREE MEDICAL LLC - Purch	\$2,700.08
00071618 EXXONMOBIL 47626544 - Purch	\$30.07
00071665 LOS COMPADRES - Purchase	\$20.67
00071702 PERKINS-GILLETTE - Purchase	\$23.19
00071715 RUBY TUESDAY'S 6611 - Purchase	\$35.02
00071741 LA QUINTA INN & SUITES - Purch	\$66.00
00071755 SQU SQ JO-BAWB'S BBQ - Purcha	\$27.98
00071782 PAYPAL WILSONESTES - Purchase	\$365.00
00071794 UNITED 01623914762890 - Pur	\$546.50
00071810 FIRE CAM - Purchase	\$358.80
00071909 STATPACKS - Purchase	\$440.00
00071926 BOUND TREE MEDICAL LLC - Purch	\$28.30
00072033 HARBOR FREIGHT TOOLS 3 - Purch	\$10.49
00072052 WAL-MART #3778 - Purchase	\$37.67
00072064 BOUND TREE MEDICAL LLC - Purch	\$1,768.32
00072119 INT'L CODE COUNCIL INC - Purch	\$435.95
00072121 LN CURTIS - Purchase	\$6,865.00
00072187 AMAZON MKTPLACE PMTS W - Purch	\$67.72
00072214 VZWRLSS MY VZ VB P - Purchase	\$120.03
00072232 INT IN PANTHEON LLC - Purchas	\$562.00
00072245 HARRAH'S RESRVATIONS - Purchas	\$78.73
00072248 INTUIT IN PEDENS INC - Purch	\$265.00
00072267 VZWRLSS MY VZ VB P - Purchase	\$1,903.53
00072285 SUREFIRE, LLC - Purchase	\$399.00
00072323 MES/LAWMEN - Purchase	\$1,323.81
00072328 BOUND TREE MEDICAL LLC - Purch	\$42.45
00072350 CASPER FIRE EXTINGUISH - Purch	\$15.00
00072371 EXXONMOBIL 47789409 - Purch	\$30.90

# Bills & Claims

04/18/2018 to 05/01/2018

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00072412 AMBI MAIL AND MARKETIN - Purch	\$79.00
00072419 WESTERN MEDICAL ASSOCI - Purch	\$9,390.00
00072425 BOUND TREE MEDICAL LLC - Purch	\$14.15
00072476 NIMROD PACK SYSTEMS - Purchase	\$2,193.50
00072487 BARGREEN WYOMING 25 - Purchase	\$9.30
00072494 MURDOCH'S RANCH & HOME - Purch	\$44.02
00072558 ATLAS OFFICE PRODUCTS - Purcha	\$264.98
00072584 INTUIT IN PEDENS INC - Purch	\$108.00
00072638 NORCO INC - Purchase	\$197.50
00072673 MES/LAWMEN - Purchase	\$1,107.00
<b>Subtotal for Cost Center Fire:</b>	<b>\$35,678.70</b>
00072362 GOODYEAR COMMERCIAL TI - Purch	\$3,259.52
00072363 TIRE PROFESSIONALS INC - Purch	\$352.44
00072390 EPASALES - Purchase	\$1,097.27
00072406 DECKER AUTO GLASS - Purchase	\$238.61
00072432 HOSE & RUBBER SUPPLY C - Purch	\$4.17
00072453 WYOMINGCAT.COM - Purchase	\$4,554.50
00072472 BAILEYS ACE HDWE - Purchase	\$35.94
00072473 GOODYEAR COMMERCIAL TI - Purch	\$516.36
00072479 BEARING BELTCHAIN00244 - Purch	\$2,104.22
00072485 HONNEN EQUIPMENT 04 - Purchase	\$162.48
00072497 WYOMING MACHINERY CO - Purchas	\$615.60
00072504 GREINER FORD LINCOLN O - Purch	\$14.37
00072514 CASPER TIRE 0000705 - Purchase	\$35.00
00072523 KELLYS ALIGNMENT AND B - Purch	\$473.84
00072524 GOODYEAR COMMERCIAL TI - Purch	\$6,519.04
00072531 CASPER TIRE 0000705 - Purchase	\$40.00
00072536 BOBCAT OF CASPER - Purchase	\$136.42
00072548 INT IN PETERSON EQUIP - Purch	\$870.69
00072577 SIX ROBBLEES NO 19 - Purchase	\$8.84
00072595 CASPER TIRE 0000705 - Purchase	\$1,068.00
00072597 HONNEN EQUIPMENT 04 - Purchase	\$445.16
00072599 INT IN C & C SUPPLY D - Purch	\$6.08
00072612 GREINER FORD LINCOLN O - Purch	\$31.10
00072614 CASPER TIRE 0000705 - Purchase	\$35.00
00072622 JACKS TRUCK AND EQUIPM - Purch	\$26.03
00072628 GOODYEAR COMMERCIAL TI - Purch	\$407.44
00072634 GREINER FORD LINCOLN O - Purch	\$56.37
00072644 WYOMING MACHINERY CO - Purchas	\$2,409.46
00072652 GREINER FORD LINCOLN O - Purch	\$10.93
00072660 BOBCAT OF CASPER - Purchase	\$238.26
00072665 CASPER TIRE 0000705 - Purchase	\$10.00
00072674 LARIAT INTERNATIONAL T - Purch	\$50.50
00072686 HOSE & RUBBER SUPPLY C - Purch	\$111.13
00072689 BEARING BELTCHAIN00244 - Purch	\$149.64
00072693 WYOMING MACHINERY CO - Credit	-\$4,554.55

# Bills & Claims

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00072725 BEARING BELTCHAIN00244 - Purch	\$56.49
00071801 VZWLSS MY VZ VB P - Purchase	\$22.56
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$21,618.91</b>
00072381 UW CASHIER OFFICE - Purchase	\$100.00
00072706 RED LION HOTEL - Purchase	\$361.80
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$461.80</b>
00072790 BAILEYS ACE HDWE - Purchase	\$4.59
00072859 STAPLES 00114181 - Purch	\$33.96
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$38.55</b>
00072279 ORKIN LLC 002 - Purchase	\$109.10
00072312 INTUIT IN PEDENS INC - Purch	\$24.00
00072339 CONOCO - HOMAX OIL SAL - Purch	\$614.11
00072383 ALLIED HAND DRYER - Purchase	\$423.34
00072546 STAPLES 00114181 - Purch	\$49.38
00072602 MOUNTAIN SPORTS - Purchase	\$20.00
00072648 FACEBK R759JEA3A2 - Purchase	\$17.72
00072653 THE HOME DEPOT #6001 - Purchas	\$43.41
00072690 CONTACT WIRELESS - Purchase	\$65.54
00072727 MOUNTAIN WEST TECH - Purchase	\$149.85
00072731 BLAKEMAN PROPANE INC-M - Purch	\$590.37
00072787 COWBOY SUPPLY HOUSE IN - Purch	\$59.00
00072846 COWBOY SUPPLY HOUSE IN - Purch	\$450.00
00072952 AMAZON MKTPLACE PMTS W - Purch	\$32.95
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$2,648.77</b>
00072762 ATLAS OFFICE PRODUCTS - Purcha	\$30.08
00072805 J J KELLER & ASSOCIATE - Purch	\$538.00
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$568.08</b>
00072447 FARMER BROTHERS COFFEE - Purch	\$156.10
00072576 VARIDesk - Purchase	\$395.00
00072643 SQUARE SQ PAPA JOHNS - Purch	\$295.58
00072657 FACEBK 9NK6UFN7E2 - Purchase	\$5.00
00072767 SAMS CLUB #6425 - Purchase	\$67.41
00072771 SAMSCLUB #6425 - Purchase	\$45.44
00072781 SAMS CLUB #6425 - Purchase	\$132.58
00072358 SAMS CLUB #6425 - Purchase	\$52.57
00072375 INTUIT IN PEDENS INC - Purch	\$194.00
00072395 SAMSCLUB #6425 - Purchase	\$87.94
00072421 SAMSCLUB #6425 - Purchase	\$24.46
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$1,456.08</b>
00072185 VZWLSS APOCC VISB - Purchase	\$757.86
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$757.86</b>

# Bills & Claims

04/18/2018 to 05/01/2018

00072269 INT IN POWDER RIVER S - Purch	\$21.00
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$21.00</b>
00072501 THE HOME DEPOT #6001 - Purchas	\$99.00
00072549 AMAZON.COM AMZN.COM/BI - Purch	\$26.77
00072581 AMAZON MKTPLACE PMTS W - Purch	\$514.83
00072600 VZWRLSS IVR VB - Purchase	\$40.01
00072601 BAILEYS ACE HDWE - Purchase	\$11.12
00072659 THE HOME DEPOT #6001 - Purchas	\$13.40
00072738 AMERICAN SWING PRODUCT - Purch	\$249.40
00072823 THE HOME DEPOT #6001 - Purchas	\$1.75
00072971 CASPER FIRE EXTINGUISH - Purch	\$486.50
00071801 VZWRLSS MY VZ VB P - Purchase	\$146.47
<b>Subtotal for Cost Center Parks:</b>	<b>\$1,589.25</b>
00072439 SQU SQ ZILLAS RESTAUR - Purch	\$12.77
00072518 SQU SQ ZILLAS RESTAUR - Purch	\$12.66
00072533 WENDYS #6087 - Purchase	\$8.28
00072552 SQ SQ INDIAN CURRY O - Purch	\$6.05
00072626 MAVERIK #327 - Purchase	\$10.12
00072629 SQU SQ ZILLAS RESTAUR - Purch	\$8.00
00072646 SQU SQ ZILLAS RESTAUR - Purch	\$13.84
00072709 LUCKY 13 OF SLC - Purchase	\$14.40
00072911 ATLAS REPRODUCTION INC - Purch	\$4.50
00072535 KONICA MINOLTA SENSING - Purch	\$2,600.00
00072677 ATLAS REPRODUCTION INC - Purch	\$39.00
00072736 BLOEDORN LUMBER CASPER - Purch	\$18.38
00072012 BLOEDORN LUMBER CASPER - Purch	\$697.38
00072318 CASPER STAR TRIBUNE - Purchase	\$67.24
00072344 CASPER STAR TRIBUNE - Purchase	\$41.72
00072468 IEDC ONLINE - Purchase	\$420.00
<b>Subtotal for Cost Center Planning:</b>	<b>\$3,974.34</b>
00072477 PAYPAL POLICE JOBS - Purchase	\$80.00
00072517 IHR IHIRE.COM - Purchase	\$245.00
00072532 YOURMEMBER-CAREERS - Purchase	\$100.00
00072555 WDH PHL CHEMICAL TESTI - Purch	\$959.00
00072814 INT IN THE BLUE LINE - Purcha	\$447.00
00071451 CAPT GEORGES SEAFOOD L - Purch	\$24.00
00071529 ACADEMI TRAINING CTR - Purchas	\$7.00
00071582 ACADEMI TRAINING CTR - Purchas	\$6.00
00071646 EL POTRILLO - Purchase	\$13.92
00071729 OFFICEMAX/DEPOT 6347 - Purchas	\$8.26
00071760 RANCHO GRANDE - Purchase	\$14.81
00071763 ACADEMI TRAINING CTR - Purchas	\$6.00
00071765 SHELL OIL 575433737QPS - Purch	\$33.27

# Bills & Claims

04/18/2018 to 05/01/2018

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00071773 BUFFALO WILD WINGS 019 - Purch	\$14.03
00071783 8813 Dominos Pizza - Purchase	\$16.00
00071797 ACADEMI TRAINING CTR - Purchas	\$7.00
00071806 RED BONES - Purchase	\$16.06
00071825 ACADEMI TRAINING CTR - Purchas	\$6.00
00071874 SAKURA HIBACHI & SU - Purchase	\$25.42
00071892 RED BONES - Purchase	\$18.84
00071908 BAD ASS COFFEE - VIRGI - Purch	\$12.17
00071958 BAD ASS COFFEE - VIRGI - Purch	\$13.38
00071976 SHELL OIL 575433737QPS - Purch	\$29.53
00072008 CHICK-FIL-A #01081 - Purchase	\$6.91
00072020 DUNKIN #337345 Q35 - Purchase	\$2.77
00072021 BENTLEY PUB - Purchase	\$12.00
00072053 LOVE S TRAVEL 00006254 - Purch	\$25.47
00072062 BAD ASS COFFEE - VIRGI - Purch	\$12.55
00072070 SHELL OIL 12580340003 - Purcha	\$32.67
00072080 WHISTLE STOP BAR AND G - Purch	\$11.00
00072081 BAD ASS COFFEE - VIRGI - Purch	\$15.89
00072115 DUNKIN DONUTS S PVD - Purchase	\$2.58
00072133 CHIPOTLE 2050 - Purchase	\$10.65
00072140 CASEYS GEN STORE 3222 - Purcha	\$32.90
00072142 BUDGET.COM PREPAY RESE - Purch	\$231.35
00072159 CASEYS GEN STORE 3222 - Purcha	\$22.85
00072172 TRAVEL SHOPPE #2 - Purchase	\$28.12
00072179 QT 150 02001501 - Purch	\$37.68
00072194 KTA - TRANSA TEMP -QPS - Purch	\$3.00
00072195 RED BONES - Purchase	\$15.21
00072209 LOAF N JUG #0066 Q81 - Purch	\$31.96
00072215 PILOT 00007591 - Purch	\$28.49
00072221 WENDY'S - 9035 - Purchase	\$17.04
00072239 MCDONALD'S F12500 - Purchase	\$5.61
00072281 SAKURA HIBACHI & SU - Purchase	\$25.42
00072297 EL POTRILLO - Purchase	\$13.73
00072314 LOVE S COUNTRY00002204 - Purch	\$7.00
00072326 ACADEMI TRAINING CTR - Purchas	\$6.00
00072352 ACADEMI TRAINING CTR - Purchas	\$6.00
00072359 RED BONES - Purchase	\$24.13
00072366 NEW DYNASTY CHINESE RE - Purch	\$46.22
00072374 WAWA 8613 00086132 - Purch	\$32.19
00072384 LAS PALMAS - Purchase	\$10.91
00072392 ACADEMI TRAINING CTR - Purchas	\$6.00
00072399 BAD ASS COFFEE - VIRGI - Purch	\$7.97
00072407 WATERMANS SURFSIDE - Purchase	\$30.65
00072414 AJ GATORS SPORTS BAR & - Purch	\$14.79
00072428 GRACE OMALLEYS IRISH P - Purch	\$15.75
00072429 CITRUS - Purchase	\$12.02
00072435 MURPHYS IRISH PUB - Purchase	\$16.50



# Bills & Claims

04/18/2018 to 05/01/2018

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00072455 WESTERN WYOMING LOCK & - Credi	-\$4.21
00072483 MCDONALD'S F17071 - Purchase	\$12.25
00072498 STAPLES 00114181 - Purch	\$36.74
00072530 ACADEMI TRAINING CTR - Purchas	\$7.00
00072550 AJ GATORS SPORTS BAR & - Purch	\$16.39
00072556 VISTAPR VistaPrint.com - Credi	-\$25.59
00072571 CKE RANCHITO MEXICAN 5 - Purch	\$47.09
00072580 PAYPAL IAPE - Purchase	\$50.00
00072596 UOFL SPI - Purchase	\$420.00
00072607 ACADEMI TRAINING CTR - Purchas	\$7.00
00072611 UOFL SPI - Purchase	\$420.00
00072640 SAKURA HIBACHI & SU - Purchase	\$22.42
00072655 MCDONALD'S F14293 - Purchase	\$12.70
00072658 ACADEMI TRAINING CTR - Purchas	\$7.00
00072664 BAY TECH LABEL - Purchase	\$84.06
00072669 ACADEMI TRAINING CTR - Purchas	\$6.00
00072688 PP WASCOP - Purchase	\$185.00
00072702 VZWRLSS IVR VB - Purchase	\$934.62
00072705 EL POTRILLO - Purchase	\$12.92
00072712 SAKURA HIBACHI & SU - Purchase	\$19.00
00072719 KEAGAN'S IRISH PUB - Purchase	\$16.73
00072737 COCA COLA BOTTLING CO - Purcha	\$134.40
00072749 BP#6878474AZALEA GAQPS - Purch	\$23.00
00072752 AT&T BILL PAYMENT - Purchase	\$6,277.20
00072761 THE LOCAL ORF - Purchase	\$18.84
00072764 E&F HOLDING CO. - Purchase	\$185.00
00072765 VZWRLSS IVR VB - Purchase	\$972.91
00072766 COASTAL BREEZE CAR WAS - Purch	\$7.00
00072778 FEDEX 97964104 - Purchase	\$22.65
00069045 BAILEYS ACE HDWE - Purchase	\$61.56
00069146 GUS GLOBALSTAR USA - Purchase	\$177.65
00069862 INST. OF POLICE TECH & - Purch	\$270.00
00069877 EXXONMOBIL 47737010 - Purch	\$14.45
00069888 VISTAPR VistaPrint.com - Credi	-\$46.85
00069892 VISTAPR VistaPrint.com - Credi	-\$13.62
00069980 CNCIA PARKING - Purchase	\$20.00
00070128 STAPLES 00114181 - Purch	\$59.97
00070128 STAPLES 00114181 - Purch	\$129.99
00070151 FEDEXOFFICE 00009423 - Purch	\$356.25
00070263 CHIEF SUPPLY CRM - Purchase	\$117.63
00070338 MOUNTAIN STATES LITHOG - Purch	\$178.80
00070356 EL POTRILLO - Purchase	\$10.66
00070384 INT IN JERRY POST, PS - Purch	\$3,195.00
00070442 E&F TOWING & RECOVERY - Purcha	\$150.00
00070458 INT IN JOHNSON ROBERT - Purch	\$247.00
<b>Subtotal for Cost Center Police:</b>	<b>\$17,821.28</b>

# Bills & Claims

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00067683 EAW INTERNATIONAL - Purchase	\$800.00
00072578 WWW.DAIGLELAWGROUP.COM - Purch	\$3,675.00
00072616 SILVER FOX STEAKHOUSE - Purcha	\$681.68
00072765 VZWRLSS IVR VB - Purchase	\$80.02
00068805 HYATT REG PHOENIX F&B - Purcha	\$16.03
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$5,252.73</b>
00072863 URGENT CARE OF CASPER - Purcha	\$1,434.00
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$1,434.00</b>
00072651 WEISSMAN DESIGNS FOR D - Purch	\$755.44
00072893 AMAZON MKTPLACE PMTS - Purchas	\$35.00
00072897 WAL-MART #1617 - Purchase	\$240.00
00072908 REVDANCE/TENTH HOUSE - Purchas	\$260.20
00072950 WEISSMAN DESIGNS FOR D - Credi	-\$406.82
00072975 SINCLAIR AND RUSH - Purchase	\$36.78
00072978 EXXONMOBIL 48033757 - Purch	\$37.90
00072630 REVDANCE/TENTH HOUSE - Purchas	\$528.87
00072772 NORCO INC - Purchase	\$84.43
00072873 ARCHITECTURALGLAZINGCO - Purch	\$247.12
00072874 NATIONALGYM SUPPLY - Purchase	\$184.79
00072886 AMAZON MKTPLACE PMTS - Purchas	\$43.99
00072364 WEISSMAN DESIGNS FOR D - Purch	\$542.67
00072397 WPY Visit Cheyenne - Purchase	\$30.00
00072464 CPU IIT - Purchase	\$170.00
00072471 LONG BLDG. TECHNOLOGIE - Purch	\$395.50
00072495 INTERSTATE ALL BATTERY - Purch	\$256.20
<b>Subtotal for Cost Center Recreation:</b>	<b>\$3,442.07</b>
00072143 NORCO INC - Purchase	\$297.52
00072189 PACIFIC HIDE AND FUR # - Purch	\$62.63
00072191 ALSCO INC. - Purchase	\$262.20
00072246 HOSE & RUBBER SUPPLY C - Purch	\$95.26
00072564 SAMSCLUB #6425 - Purchase	\$87.78
00072566 JACKS TRUCK AND EQUIPM - Purch	\$5,985.07
00072585 CASPER TIRE 0000705 - Purchase	\$150.00
00072623 BAILEYS ACE HDWE - Purchase	\$33.98
00072678 CMI-TECO - Purchase	\$470.06
00072694 CMI-TECO - Purchase	\$285.18
00072707 CMI-TECO - Purchase	\$1,155.33
00072717 CMI-TECO - Purchase	\$1,207.61
00072730 CMI-TECO - Purchase	\$121.03
00072746 CMI-TECO - Purchase	\$937.72
00072760 CMI-TECO - Purchase	\$320.24
00072788 KOIS BROTHERS EQUIPMEN - Purch	\$308.03
00072855 SAMSCLUB #6425 - Purchase	\$19.98
00073002 SAMSCLUB #6425 - Purchase	\$23.32

# Bills & Claims

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00073002 SAMSCLUB #6425 - Purchase	\$99.98
00072365 CMI-TECO - Purchase	\$1,055.70
00072368 CMI-TECO - Purchase	\$325.28
00072373 PACIFIC HIDE AND FUR # - Purch	\$42.86
00072388 INDUSTRIAL SCREEN & MA - Purch	\$837.50
00072393 CMI-TECO - Purchase	\$946.32
00072394 CMI-TECO - Purchase	\$815.08
00072396 CMI-TECO - Purchase	\$967.84
00072411 BEARING BELTCHAIN00244 - Purch	\$78.64
00072415 CMI-TECO - Purchase	\$903.82
00072434 CMI-TECO - Purchase	\$584.08
00072445 CPU IIT - Purchase	\$7,434.00
00072499 WEAR PARTS INC - Purchase	\$305.70
00072519 AIRGAS CENTRAL - Purchase	\$36.76
00072545 WM SUPERCENTER #1617 - Purchas	\$42.60
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$26,299.10</b>
00072593 BAILEYS ACE HDWE - Purchase	\$37.99
00072700 BAILEYS ACE HDWE - Purchase	\$29.98
00072816 HARRINGTON 08 DENVER - Credit	-\$308.88
00072858 SAMS CLUB #6425 - Purchase	\$61.30
00072912 NORCO INC - Purchase	\$9.98
00072266 CASPER CONTRACTORS SUP - Purch	\$6.10
00072287 INT IN NEVEREST EQUIP - Purch	\$325.60
00072301 FERGUSON ENT #3069 - Purchase	\$2,680.00
00072325 HARRINGTON 08 DENVER - Purchas	\$607.18
00072334 WM SUPERCENTER #1617 - Purchas	\$9.97
00072354 BAILEYS ACE HDWE - Purchase	\$19.98
00072401 FERGUSON ENT #3069 - Purchase	\$83.59
00072422 FERGUSON ENT #3069 - Purchase	\$75.48
00072456 BAILEYS ACE HDWE - Purchase	\$9.99
00072460 INT IN NEVEREST EQUIP - Purch	\$282.00
00072466 CASPER CONTRACTORS SUP - Purch	\$158.34
00071801 VZWRLSS MY VZ VB P - Purchase	\$22.56
<b>Subtotal for Cost Center Sewer:</b>	<b>\$4,111.16</b>
00072484 STAPLES 00114181 - Credi	-\$88.77
00072500 STAPLES 00114181 - Purch	\$164.58
00072522 DENVER INDUSTRIAL SALE - Purch	\$1,766.80
00072553 STAPLES 00114181 - Credi	-\$75.81
00072589 BEARING BELTCHAIN00244 - Purch	\$31.99
00072594 SAMSCLUB #6425 - Purchase	\$214.17
00072671 TAPCO - Purchase	\$322.30
00072711 THE HOME DEPOT #6001 - Purchas	\$198.97
00072924 WW GRAINGER - Purchase	\$66.54
00072927 VOGEL PAINT & WAX CO # - Purch	\$21,620.00
00072930 CASPER CONTRACTORS SUP - Purch	\$18.90

# Bills & Claims

04/18/2018 to 05/01/2018

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00072942 CASPER CONTRACTORS SUP - Purch	\$113.76
00072947 REARVIEW SA - Purchase	\$328.33
00073018 BAILEYS ACE HDWE - Purchase	\$20.97
00073029 ADVANCED TRAFFIC PRODU - Purch	\$2,400.00
00073057 SOURCE OFFICE - VITAL - Purcha	\$175.00
00073060 0970 CED - Purchase	\$441.51
00073043 VZWRLSS IVR VB - Purchase	\$40.07
00072355 IMSA A ROCKY MTN SECTI - Credi	-\$100.00
00072376 HOLIDAY INN EXPRESS & - Purcha	\$652.65
00072391 SHERWIN-WILLIAMS 70896 - Purch	\$905.00
00072420 CPU IIT - Purchase	\$368.00
00072438 SHERWIN-WILLIAMS 70896 - Purch	\$126.57
00072440 ENNIS PAINT INC - Purchase	\$6,755.61
00072458 3MProds TP22719 VERBAL - Purch	\$7,955.00
00072480 3MProds TP22720 VERBAL - Purch	\$727.11
00072503 HARBOR FREIGHT TOOLS 3 - Purch	\$21.99
00071801 VZWRLSS MY VZ VB P - Purchase	\$22.56
00072492 CASPER STAR TRIBUNE - Purchase	\$498.52
00072541 CASPER STAR TRIBUNE - Purchase	\$482.72
<b>Subtotal for Cost Center Streets:</b>	<b>\$46,175.04</b>

00072219 PURVIS INDUSTRIES 67 - Purchas	\$13.92
00072234 BLOEDORN LUMBER CASPER - Purch	\$15.29
00072254 CASPER WINNELSON CO - Purchase	\$19.08
00072231 NORCO INC - Purchase	\$865.00
00072605 ATLAS OFFICE PRODUCTS - Purcha	\$38.80
00072610 RESPOND FIRST AID OF W - Purch	\$111.53
00072639 BAILEYS ACE HDWE - Purchase	\$23.16
00072697 HAJOCA KEENAN SUPP 25 - Purcha	\$2,064.37
00072770 COLUMBINE CONTROL COMP - Purch	\$181.02
00072800 HONNEN EQUIPMENT 04 - Purchase	\$338.48
00072813 BAILEYS ACE HDWE - Purchase	\$8.07
00072850 FOLSOM ASSOCIATES - Purchase	\$210.91
00072851 CASPER WINNELSON CO - Purchase	\$105.75
00072854 USPS PO 5715580478 - Purchase	\$9.09
00072862 STAPLES 00114181 - Purch	\$23.98
00072273 CASPER WINNELSON CO - Purchase	\$14.62
00072305 ROTO ROOTER - Purchase	\$440.00
00072379 OWPSACSTATE - Purchase	\$113.00
00072416 HACH COMPANY - Purchase	\$31.78
00072431 ATLAS OFFICE PRODUCTS - Purcha	\$29.01
00072506 TFS FISHER SCI CHI - Purchase	\$103.30
00072513 WEAR PARTS INC - Purchase	\$120.92
00071801 VZWRLSS MY VZ VB P - Purchase	\$45.12
00071756 PIPESTONE EQUIPMENT LL - Purch	\$2,577.90
00071980 BACKFLOW PREVENTION SU - Purch	\$315.53
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$7,819.63</b>

# Bills & Claims

04/18/2018 to 05/01/2018

00072059 ATLAS OFFICE PRODUCTS - Purcha	\$28.46
00072227 RMI WYOMING INC - Purchase	\$243.78
00072230 WATERWORKS IND 2697 - Purchase	\$407.03
00072238 AHERN RENTALS INC - Purchase	\$33.58
00072264 USPS PO 5715580945 - Purchase	\$6.70
00072324 CASPER CONTRACTORS SUP - Purch	\$106.32
00072551 TOP OFFICE PRODUCTS IN - Purch	\$53.83
00072574 UNITED STATES WELDING - Purcha	\$19.57
00072590 ENERGY LABORATORIES, I - Purch	\$374.00
00072606 ENERGY LABORATORIES, I - Purch	\$22.00
00072621 BEARING BELTCHAIN00244 - Purch	\$12.22
00072635 MICHAELSFENCE&SUPPLYIN - Purch	\$24.00
00072654 ENERGY LABORATORIES, I - Purch	\$660.00
00072667 ENERGY LABORATORIES, I - Purch	\$374.00
00072672 MENARDS CASPER WY - Purchase	\$56.24
00072680 BEARING BELTCHAIN00244 - Purch	\$76.95
00072722 CASPER CONTRACTORS SUP - Purch	\$54.00
00072740 BEARING BELTCHAIN00244 - Purch	\$6.29
00072763 ATLAS OFFICE PRODUCTS - Purcha	\$54.69
00072791 CASPER CONTRACTORS SUP - Purch	\$30.40
00072857 DANA KEPNER CO. - Purchase	\$67.90
00072871 CASPER CONTRACTORS SUP - Purch	\$585.24
00072969 URGENT CARE OF CASPER - Purcha	\$40.00
00072308 RMI WYOMING INC - Purchase	\$123.09
00072333 WATERWORKS IND 2697 - Purchase	\$57.50
00072337 BEARING BELTCHAIN00244 - Purch	\$113.51
00072353 WATERWORKS IND 2697 - Purchase	\$155.70
00072405 STOTZ EQUIP-CASPER- - Purchase	\$106.41
00072486 SQ SQ FINISH LINE SY - Purch	\$1,056.00
00072520 SQ SQ FINISH LINE SY - Purch	\$6,984.40
00072537 SQ SQ FINISH LINE SY - Purch	\$2,137.50
00071801 VZWRLSS MY VZ VB P - Purchase	\$71.38
<b>Subtotal for Cost Center Water:</b>	<b>\$14,142.69</b>
00072156 ENERGY LABORATORIES - Purchase	\$588.00
00072216 ALSCO INC. - Purchase	\$145.08
00072235 WESTERN STATES FIRE PR - Purch	\$424.00
00072249 CASPER AREA CHAMBER - Purchase	\$300.00
00072698 UNITED STATES WELDING - Purcha	\$3,294.30
00072831 UPS 0000008F045W158 - Purchase	\$116.28
00072290 ATLAS OFFICE PRODUCTS - Purcha	\$34.27
00072296 WW GRAINGER - Purchase	\$1,227.65
00072299 RESPOND FIRST AID OF W - Purch	\$74.48
00072327 CASPER WINNELSON CO - Purchase	\$207.00
00072357 ENERGY LABORATORIES - Purchase	\$76.00
00072377 EUROFINS EATON ANALYTI - Purch	\$200.00

# Bills & Claims

04/18/2018 to 05/01/2018

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00072400 UNITED STATES WELDING - Purcha	\$1,980.00
00072410 SUTHERLANDS 2219 - Purchase	\$74.31
00072418 WW GRAINGER - Purchase	\$344.95
00072423 COASTAL CHEMICAL CO LL - Purch	\$70.90
00072540 FERGUSON ENT #3069 - Purchase	\$38.60
00071801 VZWRLSS MY VZ VB P - Purchase	\$22.56
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$9,218.38</b>

**Vendor Subtotal:** **\$260,625.44**

## PORTER, MUIRHEAD, CORNIA & HOWARD

1655-2 AUDIT SERVICE	\$7,000.00
<b>Subtotal for Cost Center Finance:</b>	<b>\$7,000.00</b>

**Vendor Subtotal:** **\$7,000.00**

## POSTAL PROS SOUTHWEST INC

46550 WEB-POSTING	\$3,760.16
4854 UTILITY BILLING FEES	\$2,677.90
4816 UTILITY BILLING FEES	\$2,564.65
<b>Subtotal for Cost Center Finance:</b>	<b>\$9,002.71</b>

46550 WEB-POSTING	\$861.00
<b>Subtotal for Cost Center Water:</b>	<b>\$861.00</b>

**Vendor Subtotal:** **\$9,863.71**

## POWER EQUIPMENT CORP.

RSA001171-1 ROLLER RENTAL	\$1,105.50
RSA001171-3 CREDIT ROLLER RENTAL	-\$695.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$410.50</b>

**Vendor Subtotal:** **\$410.50**

## PRINTWORKS

11558 RESIDENTAIL ENERGY CERTIFICATE	\$91.27
11554 ELECTRICAL/PLUMBING APPLICATIO	\$285.49
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$376.76</b>

**Vendor Subtotal:** **\$376.76**

## PROFORCE LAW ENFORCEMENT

341720 HEARING PROTECTION	\$1,593.60
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$1,593.60</b>

**Vendor Subtotal:** **\$1,593.60**

# Bills & Claims

04/18/2018 to 05/01/2018

<b>PUBLIC SAFETY COMMUNICATIONS CENTER</b>	734/161973 PSCC MONTHLY USER FEES	\$2,622.29
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$2,622.29</b>
	1276/161974 PSCC MONTHLY USER FEES	\$572.73
	<b>Subtotal for Cost Center Water:</b>	<b>\$572.73</b>
	<b>Vendor Subtotal:</b>	<b>\$3,195.02</b>
<b>ROCKY MOUNTAIN POWER</b>	AP00016904061816 ELECTRICITY	\$399.01
	AP000149033018 ELECTRICITY	\$4,827.67
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$5,226.68</b>
	RIN0028555 RMP LANDFILL REMED PROG	\$473.87
	AP00016704061816 ELECTRICITY	\$12,168.39
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$12,642.26</b>
	AP000168041718 ELECTRICITY	\$196.96
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$196.96</b>
	AP00015004061816 ELECTRICITY	\$161.14
	<b>Subtotal for Cost Center Cemetery:</b>	<b>\$161.14</b>
	AP000151033018 ELECTRICITY	\$3,675.80
	AP000151033018 ELECTRICITY	\$1,021.91
	AP000151033018 ELECTRICITY	\$33.86
	AP000151033018 ELECTRICITY	\$1,225.28
	<b>Subtotal for Cost Center City Hall:</b>	<b>\$5,956.85</b>
	AP00015504061816 ELECTRICITY	\$2,386.81
	AP000240033018 ELECTRICITY	\$729.43
	<b>Subtotal for Cost Center Fire:</b>	<b>\$3,116.24</b>
	AP00015404061816 ELECTRICITY	\$3,534.73
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$3,534.73</b>
	AP000156033018 ELECTRICITY	\$548.46
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$548.46</b>
	AP000157040518 ELECTRICITY	\$2,481.29
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$2,481.29</b>
	AP000158033018 ELECTRICITY	\$5,336.34
	AP000235040518 ELECTRICITY	\$3,379.51
	<b>Subtotal for Cost Center Hogadon:</b>	<b>\$8,715.85</b>

# Bills & Claims

City of Casper

04/18/2018 to 05/01/2018

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AP000159033018 ELECTRICITY	\$5,736.38
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$5,736.38</b>
AP00016004061816 ELECTRICITY	\$858.91
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$858.91</b>
AP000161040218 ELECTRICITY	\$1,599.99
AP00018004201811 ELECTRICITY	\$3,414.59
AP00018104201811 ELECTRICITY	\$2,740.13
AP00023604201811 ELECTRICITY	\$59.13
<b>Subtotal for Cost Center Parks:</b>	<b>\$7,813.84</b>
AP00016204061816 ELECTRICITY	\$276.54
<b>Subtotal for Cost Center Police:</b>	<b>\$276.54</b>
AP000152033018 ELECTRICITY	\$3,314.20
<b>Subtotal for Cost Center Recreation:</b>	<b>\$3,314.20</b>
AP00016304061816 ELECTRICITY	\$633.18
<b>Subtotal for Cost Center Sewer:</b>	<b>\$633.18</b>
AP00024104061816 ELECTRICITY	\$85.22
AP000170040518 ELECTRICITY	\$71.75
AP000164040218 ELECTRICITY	\$47,779.54
<b>Subtotal for Cost Center Streets:</b>	<b>\$47,936.51</b>
AP00016604061816 ELECTRICITY	\$26,153.66
AP000242041918 ELECTRICITY	\$202.18
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$26,355.84</b>
AP00016504201811 ELECTRICITY	\$22,311.02
<b>Subtotal for Cost Center Water:</b>	<b>\$22,311.02</b>
RIN0028567 ENERGY - ELECTRICITY	\$38,940.16
RIN0028567 ENERGY - ELECTRICITY	\$9,057.43
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$47,997.59</b>
<b>Vendor Subtotal:</b>	<b>\$205,814.47</b>

## SKYLINE RANCHES

RIN0028571 201 SEWER	\$976.40
RIN0028571 201 SEWER	-\$97.64
<b>Subtotal for Cost Center Sewer:</b>	<b>\$878.76</b>
RIN0028571 201 SEWER	-\$584.78
<b>Subtotal for Cost Center Waste Water:</b>	<b>-\$584.78</b>



# Bills & Claims

City of Casper

04/18/2018 to 05/01/2018

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**Vendor Subtotal:** **\$293.98**

## SMARSH, INC

AP000177033118 ARCHIVING EMAIL SERVICE \$1,744.00

**Subtotal for Cost Center Finance:** **\$1,744.00**

**Vendor Subtotal:** **\$1,744.00**

## STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY

EI0000702-2017 WDEQ LANDFILL ASSURANCE PROG \$2,496.17

**Subtotal for Cost Center Balefill:** **\$2,496.17**

**Vendor Subtotal:** **\$2,496.17**

## STATE OF WY. - NOTARY DIV.

RIN0028566 RENEW NOTARY SJ \$30.00

**Subtotal for Cost Center Police:** **\$30.00**

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

## SUPERIOR TRAMWAY CO, INC

7679 CHAIRLIFT PARTS \$731.62

**Subtotal for Cost Center Hogadon:** **\$731.62**

**Vendor Subtotal:** **\$731.62**

## THARP, THERESA

0030743392 UTILITY REFUND \$7.78

**Subtotal for Cost Center Water:** **\$7.78**

**Vendor Subtotal:** **\$7.78**

## THOMAS SOLBERG

RIN0028564 TRAVEL EXPENSES \$1,726.41

**Subtotal for Cost Center Fire:** **\$1,726.41**

**Vendor Subtotal:** **\$1,726.41**

## TOP OFFICE PRODUCTS

167263 COPY CHARGE MX3050V MARCH2018 \$88.11

166703 SHARP MX3050V COPIER #7505199Y \$4,101.50

**Subtotal for Cost Center Waste Water:** **\$4,189.61**

**Vendor Subtotal:** **\$4,189.61**

## VERIZON WIRELESS VSAT

180067235 18-016284 \$100.00

# Bills & Claims

04/18/2018 to 05/01/2018

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

**Vendor Subtotal:** **\$100.00**

## VISION SVC. PLAN

805053292 COBRA CONTRIBUTIONS \$42.88

805053290 BENEFIT PAYABLE-VISION \$1,519.24

**Subtotal for Cost Center Health Insurance:** **\$1,562.12**

**Vendor Subtotal:** **\$1,562.12**

## WASTE WATER TREATMENT

1337/161980 MONTHLY SUMP CLEANING \$600.00

**Subtotal for Cost Center Balefill:** **\$600.00**

1276/162071 201 SEWER \$280,268.00

**Subtotal for Cost Center Sewer:** **\$280,268.00**

**Vendor Subtotal:** **\$280,868.00**

## WATER TECHNOLOGY GROUP

5418244 CAPACITORS FOR SUNFLOWER LS \$316.26

**Subtotal for Cost Center Sewer:** **\$316.26**

**Vendor Subtotal:** **\$316.26**

## WESTERN WATER CONSULTANTS, INC.

160580025 K STREET IMPROVEMENTS - PHASE \$47.02

**Subtotal for Cost Center Sewer:** **\$47.02**

160580025 K STREET IMPROVEMENTS - PHASE \$438.90

160580025 K STREET IMPROVEMENTS - PHASE \$522.50

**Subtotal for Cost Center Streets:** **\$961.40**

160580025 K STREET IMPROVEMENTS - PHASE \$36.58

**Subtotal for Cost Center Water:** **\$36.58**

**Vendor Subtotal:** **\$1,045.00**

## WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0028570 201 SEWER \$3,395.00

RIN0028570 201 SEWER -\$339.50

**Subtotal for Cost Center Sewer:** **\$3,055.50**

RIN0028570 201 SEWER -\$1,721.44

**Subtotal for Cost Center Waste Water:** **-\$1,721.44**

# Bills & Claims

04/18/2018 to 05/01/2018

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**Vendor Subtotal:** **\$1,334.06**

**WLC ENGINEERING -  
SURVEYING - PLANNING**

2018-10295 ROTARY PARK PATHWAY - PHASE II \$3,916.30

**Subtotal for Cost Center City Manager:** **\$3,916.30**

2018-10299 LTR-MONUMENTATION OF ANB ADDT. \$72.50

**Subtotal for Cost Center Engineering:** **\$72.50**

2018-10295 ROTARY PARK PATHWAY - PHASE II \$979.08

**Subtotal for Cost Center One Cent #15:** **\$979.08**

2018-10287 WEST CASPER ZONE II WATER SYST \$6,486.04

2018-10287 WEST CASPER ZONE II WATER SYST \$3,194.62

**Subtotal for Cost Center Water:** **\$9,680.66**

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**Vendor Subtotal:** **\$14,648.54**

**WORLDWASH**

1331 CLEANING DONE AT 19TH HOLE \$575.00

**Subtotal for Cost Center Golf Course:** **\$575.00**

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**Vendor Subtotal:** **\$575.00**

**WY. DEPT. OF  
TRANSPORTATION**

0000097313 CONSTRUCTION SVCS I-25/SHOSHON \$149.33

**Subtotal for Cost Center Parks:** **\$149.33**

0000097431 BRYAN STOCK TRAIL \$90.91

**Subtotal for Cost Center Streets:** **\$90.91**

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**Vendor Subtotal:** **\$240.24**

**WYOMING FOOD FOR  
THOUGHT**

2012 FY18 1%#15 ONE CENT FUNDING \$7,934.75

**Subtotal for Cost Center One Cent #15:** **\$7,934.75**

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**Vendor Subtotal:** **\$7,934.75**

**WYO-NAHRO**

18-07 WYO NAHRO ANNUAL MBRSHIP DUES \$75.00

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

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

# Bills & Claims

City of Casper

04/18/2018 to 05/01/2018

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**Grand Total**

**\$1,579,765.64**

Approved By

On

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 05/01/18

**Payroll Disbursements**

4/19/18	CITY PAYROLL	\$	1,017,417.19
4/19/18	BENEFITS & DEDUCTIONS	\$	162,141.62
4/20/18	FIRE PAYROLL	\$	200,035.97
4/20/18	BENEFITS & DEDUCTIONS	\$	27,165.69

**Total Payroll** \$ 1,406,760.47

**Additional Fees**

**Total Fees** \$ -

**Additional Accounts Payable**

4/17/18	Additional P-card payment to meet minimum required	\$	35,656.36
4/12/18	Prewrits - utility refunds/travel expenses/petty cash/permits		
	Alyssa Baedke	\$	79.63
	Joanna Baker	\$	19.94
	Paul Beavers	\$	26.85
	Stacy Boyer	\$	24.00
	Christine Darrah	\$	30.51
	Maria Deniz	\$	10.24
	Kendra/Eric Dorsett	\$	41.87
	First Interstate Bank - Petty Cash	\$	29.84
	Haley Guerrero	\$	45.54
	Jamal Hans	\$	53.97
	Jana Hill	\$	55.99
	Rongqiong Ji	\$	53.97
	Karen Tate	\$	237.79
	Bryce Kelly	\$	10.82
	Samantha King/Rick Reed	\$	41.80
	Tiffany Koster	\$	55.99
	Alexandria Maben	\$	34.71
	Michael Santistevan II	\$	52.45
	State of Wy - DEQ	\$	500.00
	Elizabeth Thyfault	\$	31.42
4/11/18	Global Spectrum - Ticket Funding	\$	132,476.00
4/13/18	Global Spectrum - Ticket Funding	\$	130,525.50

**Total Additional AP** \$ 300,095.19

April 26, 2018

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist  
**SUBJECT:** Cancel Public Hearing for a New Restaurant Liquor License No. 39 for 2nd Street Eats, LLC d/b/a 2nd Street Eats, LLC, located at 112 East 2nd Street.

Meeting Type & Date

Regular Council Meeting  
May 1, 2018

Action type

Public Hearing Cancellation  
Minute Action

Recommendation

That Council, by minute action, cancel the public hearing for new Restaurant Liquor License No. 39 2nd Street Eats, LLC d/b/a 2nd Street Eats, LLC, located at 112 East 2nd Street.

Summary

The owner requested that his application for new Restaurant Liquor License No. 39, 2nd Street Eats, LLC, be canceled, therefore the public hearing is canceled.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of email from applicant

## Carla Mills-Laatsch

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**From:** Dewey Jensen <jensendewey@yahoo.com>  
**Sent:** Thursday, April 26, 2018 11:38 AM  
**To:** Carla Mills-Laatsch  
**Subject:** liquor license

Hi Carla,

Go ahead and cancel my liquor license.

Thanks

dewey

ORDINANCE NO. 5-18

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

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

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

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

SECTION 1:

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

SECTION 2:

This Ordinance shall become effective on \_\_\_\_\_, 2018.

PASSED on 1<sup>st</sup> reading the 17 day of April, 2018.

PASSED on 2<sup>nd</sup> reading the \_\_\_ day of \_\_\_\_\_, 2018.

PASSED, APPROVED AND ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM;

Wade Trust

CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

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

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



April 5, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: John Henley, City Attorney

SUBJECT: An Ordinance Amending Casper Municipal Code Section 1.28.010E  
Pertaining to the Penalty for a Violation of Casper Municipal Code  
5.08.370 (Minors – Possession of Alcohol or Public Intoxication)

Meeting Type & Date

Regular Council Meeting, May 1, 2018

Action type

Ordinance

Recommendation

That Council, approve an Ordinance amending Casper Municipal Code Section 1.28.010E –  
General Penalty – for a Violation of City Code Section 5.08.370.

Summary

The Council has discussed increasing the penalty for Minors in Possession to include the option  
of a jail sentence. The rationale made is not to routinely impose the jail sentence, but to permit  
the Court to impose probation if the Minor in Possession Ordinance is violated.

Financial Considerations

No Financial Considerations.

Oversight/Project Responsibility

No oversight responsibility.

Attachments

Ordinance for Amendment of Section 1.28.010E of the Casper Municipal Code.

ORDINANCE NO.6-18

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

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

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

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

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

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

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

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

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

Section 1:

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

- E. For a violation of city code Section 5.08.370 committed and formally charged by the filing of a complaint in the municipal court for the city, the court shall fine the violator not less than one hundred fifty dollars, nor more than seven hundred fifty dollars, and may order incarceration for a period not to exceed six months, to which

may be added court costs as set by the municipal court, but not to exceed ten dollars. For a subsequent conviction of this section within twelve months, the court shall fine the violator not less than three hundred fifty dollars nor more than seven hundred fifty dollars, and may order incarceration for a period not to exceed six months. For a third conviction or more within twenty-four months, the court shall fine the violator not less than six hundred dollars nor more than seven hundred fifty dollars, and may order incarceration for a period not to exceed six months.

Section 2:

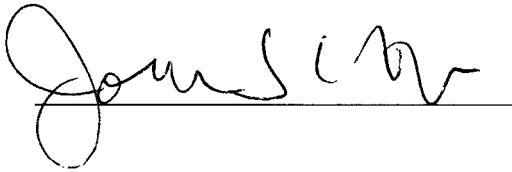
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2018.

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2018.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

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

April 12, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *eb*  
Aaron Kloke, MPO Supervisor  
SUBJECT: Contract for 2018 – 2021 Traffic Counts

Meeting Type & Date: Regular Council Meeting, May 1, 2018.

Action Type: Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with IDAX Data Solutions, Inc., a firm based in Denver, Colorado, for traffic count data collection services for three (3) years, in a total amount not to exceed \$88,930.

Summary:

Since 1996, the Casper Area Metropolitan Planning Organization (MPO) has been involved in the Highway Performance Monitoring System (HPMS) program mandated by Congress through the Intermodal Surface Transportation Efficiency Act of 1991. Each year the MPO obtains traffic counts on arterial and collector roads specified by the Wyoming Department of Transportation (WYDOT). The counts are performed on one-third of the system each year in the Casper urbanized area. The urbanized area includes the Towns of Evansville, Bar Nunn, Mills, the City of Casper, and portions of Natrona County.

A Request for Proposals (RFP) was released on March 9, 2018. Four consulting firms responded with proposals by the March 29, 2018 deadline. Proposals were reviewed on April 3, 2018 by a selection sub-committee consisting of MPO Technical Committee Members and staff: Raymond Catellier, Sub-Committee Chair; Aaron Kloke; Andrew Beamer; Liz Becher.

The committee ultimately selected IDAX Data Solutions, Inc. to partner with the MPO to complete the annual traffic counts for three years based on their overall proposal quality, exemplary references, qualifications, experience, and work plan and schedule.

The proposed project will include 1.) Performing traffic counts and data analysis at a minimum of three hundred (300) locations throughout the Casper area for a twenty-four consecutive hour period each year, 2.) Data submission in ArcGIS format to be incorporated into the Natrona Regional Geospatial Cooperative to be used by the public and all transportation and engineering related agencies within the Casper area, 3.) Counts will be collected in the spring of 2018, 2019, and 2020 during the work week and when Natrona County Schools are in session.

Financial Considerations:

The proposed contract shall not exceed \$88,930. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$90,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for this project. This \$88,930 will be dispersed throughout a three (3) year period, with no more than \$29,750 to be dispersed in a single fiscal year.

Oversight/Project Responsibility:

Aaron Kloke, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Casper, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming, 82601 hereinafter referred to as the "Owner," and IDAX Data Solutions, Inc., 1305 N 30<sup>th</sup>, Renton, WA, 98056 hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, pursuant to this Agreement, Owner is undertaking professional services for Casper Area Traffic Counts, hereinafter referred to as the "Project"; and,

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

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

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

I. SCOPE OF SERVICES.

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

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

II. TIME OF PERFORMANCE:

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

B. The Project shall consist of three (3) phases, with each phase occurring on an annual basis, in 2018, 2019, and 2020.

C. Each phase shall be completed before May 31 of each year.

III. COMPENSATION:

In consideration of the performance of services rendered under this Agreement, the Contractor shall be compensated for services performed in accordance with this Agreement, not to exceed a fee of Eight-Eight Thousand Nine Hundred Thirty Dollars (\$88,930) for all three phases between 2018 and 2020. Contractor's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Contractor's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits.

Invoices shall be accepted upon successful completion and acceptance of each task by the City in writing. It is understood that Owner will retain ten percent (10%) of each Project Phase cost, as outlined in Exhibit A of the Agreement until the Community Development Director provides written notice of final acceptance of each phase. The cost of each project phase is broken down as outlined:

	<b>Total Cost</b>	<b>10% of Phase Cost</b>
<b>Phase 1 – Year 2018</b>	\$29,750	\$2,975
<b>Phase 2 – Year 2019</b>	\$29,750	\$2,975
<b>Phase 3 – Year 2020</b>	\$29,430	\$2,943

IV. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement.

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 Agreement.

V. TERMS AND CONDITIONS:

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

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

Exhibit B: MPO Policy Committee Approval

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

Exhibit D: Certification of Contractor

Exhibit E: Certification of Agent


Exhibit F: Certification of Suspension or Debarment

VI. EXTENT OF AGREEMENT:

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

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

APPROVED AS TO FORM:



ATTEST:

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

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

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



WITNESS: **WITNESS**

By: TJ Wethington

Printed name: TJ Wethington

Title: Field Technician

IDAX Data Solutions, Inc., as Contractor:

By: Nathan Warren

Printed name: Nathan Warren

Title: Operations Manager

SIGN HI

CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

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

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Contractor must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Contractor or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Contractor agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

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

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

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

- Y. **Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Agreement shall be kept confidential by the Contractor unless written permission is granted by the Owner for its release. If and when the Contractor receives a request for information subject to this Agreement, the Contractor shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services, Project Schedule, and Project Budget, consisting of four (4) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; and Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Contractor's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature

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

- EE. **Indemnification.** The Contractor shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Contractor's failure to perform any of the Contractor's duties and obligations hereunder or in connection with the negligent performance of the Contractor's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Contractor's negligence or other tortious conduct.
  
- FF. **Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Contractor shall be free from control or direction over the details of the performance of services under this Agreement. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Agreement.
  
- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
  
- HH. **Notice of Sale or Transfer.** The Contractor shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.
  
- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Agreement. Upon termination of services, for any reason, the Contractor agrees to return all such

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

UU. **Personnel.** The Contractor represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the 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 state or federal laws

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

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

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

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

EXHIBIT "A" (1 of 3)

SCOPE OF SERVICES

**1. Scope of Work**

- a. The scope of work includes 24-hour (Tuesday, Wednesday or Thursday) bi-directional tube counts at a minimum of 300 sites per calendar year for years 2018, 2019, 2020 within the Casper urbanized area. The counts would collect the following data: Vehicle Volume.
- b. The Contractor shall dedicate seventy-five (75) MetroCount counters and one hundred (100) pairs of tubes for the duration of the project.
- c. 24-hour counts on Mondays and Fridays may be utilized in the case of adverse weather or other undesirable circumstances which may prevent data collection on Tuesday, Wednesday, or Thursdays.
- d. Work shall begin immediately following notice to proceed each year (2018, 2019, and 2020) and shall be completed by May 31st of each year while school is in session.
- e. The Contractor shall complete the final data processing of all deliverable data. The data processing process shall include:
  - i. Ensuring the quality of the raw-data files.
  - ii. Processing final formats from raw-data files.
  - iii. Initial QA/QC of final reports.
- f. The Contractor shall complete the final quality assurance and quality control (QA/QC) process of all deliverable data. The QA/QC process shall include:
  - i. The use of two (2) tubes at each collection site.
  - ii. The use of the MT Executive Software.
  - iii. Ensuring correct file naming.
  - iv. Ensuring correct GPS coordinates have been collected.
  - v. Performing quality assurance checks of the data.
- g. Notifying the Casper Area Metropolitan Planning Organization of any anomalies in the data or of any situations that may impact the job or delivery of quality data.

## **2. Deliverables for Years 2018, 2019, and 2020**

- a. Traffic count data shall be delivered electronically in Microsoft Excel (.xlsx spreadsheet) format containing data in 15-minute bins alongside a shapefile containing Latitude & Longitude locations of traffic counter site placement.
- b. Contractor shall consult with the City's GIS Administrator to obtain current street centerline information to which traffic counts will be tied. The traffic count data will be submitted in ArcGIS format, as either a shape file or geodatabase. The count data shall include the City GIS street centerline, unique ID number, intersection ID number, and the GIS table structure for the required count data.
- c. Progress reports summarizing the data collection effort will be submitted weekly for the duration of the active collection efforts for each project phase.
- d. Contractor shall provide each year, to the Casper Area Metropolitan Planning Organization, six (6) physical copies of the complete report in booklet form and one (1) digital copy. These reports will include all counts at the end of each count year.
- e. Raw data files shall be delivered by the Contractor upon request of the Casper Area Metropolitan Planning Organization.

EXHIBIT "A" (2 of 3)

PROJECT SCHEDULE

Casper MPO Tube Collection Schedule

<b>SPRING 2018</b>			
	<b>DATES</b>	<b>UNITS DEPLOYED</b>	<b>TASKS</b>
WEEK 1	APRIL 30 - MAY 4	0	Coordination, preparation, receive NTP
WEEK 2	May 7-11	100	Data collection, processing
WEEK 3	May 14-18	100	Data collection, processing
WEEK 4	May 21-25	100	Data collection, processing
WEEK 5	May 28- June 1	50	Cleanup as needed, processing
WEEK 6	June 4-8	0	Final delivery of counts

<b>SPRING 2019</b>			
	<b>DATES</b>	<b>UNITS DEPLOYED</b>	<b>TASKS</b>
WEEK 1	April 1-5	0	Coordination, preparation
WEEK 2	April 8-12	100	Data collection, processing
WEEK 3	April 15-18	100	Data collection, processing
WEEK 4	April 22-26	100	Data collection, processing
WEEK 5	April 29 - May 3	50	Cleanup as needed, processing
WEEK 6	May 6-10	0	Final delivery of counts

<b>SPRING 2020</b>			
	<b>DATES</b>	<b>UNITS DEPLOYED</b>	<b>TASKS</b>
WEEK 1	March 30 - April 3	0	Coordination, preparation
WEEK 2	April 6 - 10	100	Data collection, processing
WEEK 3	April 13 - 17	100	Data collection, processing
WEEK 4	April 20 - 24	100	Data collection, processing
WEEK 5	April 27 - May 1	50	Cleanup as needed, processing
WEEK 6	May 4 - 8	0	Final delivery of counts



EXHIBIT “A” (3 of 3)

PROJECT BUDGET

<b>IDAX Analysis Budget</b>				
<b>Phase 1 - Data Collection Service Costs 2018</b>				
<b>Task</b>	<b>Collection Type</b>	<b>Locations</b>	<b>\$/Unit</b>	<b>Total</b>
Vehicle Volumes	Tubes (24- hours)	350	\$85.00	\$29,750.00
<b>Phase 2 - Data Collection Service Costs 2019</b>				
<b>Task</b>	<b>Collection Type</b>	<b>Locations</b>	<b>\$/Unit</b>	<b>Total</b>
Vehicle Volumes	Tubes (24- hours)	350	\$85.00	\$29,750.00
<b>Phase 3 - Data Collection Service Costs 2020</b>				
<b>Task</b>	<b>Collection Type</b>	<b>Locations</b>	<b>\$/Unit</b>	<b>Total</b>
Vehicle Volumes	Tubes (24- hours)	327	\$90.00	\$29,430.00
			<b>Project Total:</b>	<b>\$88,930.00</b>

Notes:

1. All unit prices are inclusive of all deliverable requirements and quality control.
2. Yearly location totals are approximate.

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on April 11, 2017, for Casper Area Traffic Counts to not exceed (\$30,000) for 2018 Casper Area Traffic Counts; and,

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the initiation of a three (3) year agreement for Casper Area Traffic Counts on December 12, 2017; and,

WHEREAS, on April 3, 2018, the Contractor Selection Committee approved the hiring of IDAX Data Solutions, Inc. to complete the Casper Area Traffic Counts.

WHEREAS, IDAX Data Solutions, Inc. is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into an agreement with IDAX Data Solutions, Inc. to complete the Casper Area Traffic Counts in accordance with the scope of work and schedule included in this agreement, for a contract amount not to exceed Eighty-Eight Thousand Four Hundred Thirty Dollars (\$88,430).

PASSED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
Liz Becher  
Community Development Director

CASPER AREA METROPOLITAN PLANNING  
ORGANIZATION POLICY COMMITTEE

  
\_\_\_\_\_  
Phil Hinds  
Chairman

## EXHIBIT “C”

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

During the performance of this Agreement, IDAX Data Solutions, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations.

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

2. Nondiscrimination.

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

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

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

4. Information and Reports.

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

5. Sanctions for Noncompliance.

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

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

6. Incorporation of Provisions.

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

EXHIBIT "D"

CERTIFICATION OF CONTRACTOR

I hereby certify that I am the Operations Manager and duly authorized representative of the firm of IDAX Data Solutions, Inc.; and that neither I nor the above firm I here represent has:

SIG

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

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

4/21/2018  
Date

*Nathan Warren*  
Signature

SIG

Nathan Warren  
Printed Name

Operations Manager  
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

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

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

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

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Date \_\_\_\_\_

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

EXHIBIT "F"

SIGN HERE

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF Colorado )ss

COUNTY OF Larimer )ss

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

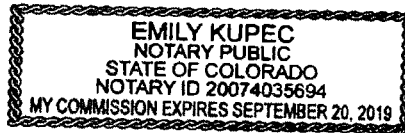
By: [Signature]

Operations Manager  
Title

Subscribed in my presence and sworn to before me this 21<sup>st</sup> day of April, 2018, by:

[Signature]  
Notary Public

9/20/2019  
My Commission Expires



RESOLUTION NO. 18-90

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND IDAX DATA SOLUTIONS, INC. FOR CASPER AREA TRAFFIC COUNTS FOR THREE YEARS IN AN AMOUNT OF EIGHTY-EIGHT THOUSAND NINE HUNDRED THIRTY DOLLARS (\$88,930).

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

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

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

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

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on April 11, 2017, for Casper Area Traffic Counts, not to exceed Thirty Thousand Dollars (\$30,000); and,

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the initiation of a three (3) year contract for Casper Area Traffic Counts on December 17, 2017; and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups specializing in traffic data collection on March 9, 2018; and,

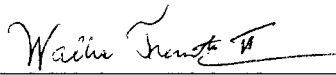
WHEREAS, the Project Selection Committee selected IDAX Data Solutions, Inc. on April 3, 2018, to complete traffic counts in 2018, 2019, and 2020.



NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the MPO and IDAX Data Solutions, Inc. on behalf of the Casper Area Metropolitan Planning Organization in the amount of Eighty-Eight Thousand Nine Hundred Thirty Dollars (\$88,930) for a three-year agreement to perform traffic counts in 2018, 2019, and 2020.

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

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

April 19, 2018

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

FROM: Tracey L. Belser, Support Services Director *TB*  
Zulima Lopez, Assistant Support Services Director

SUBJECT: Authorizing a Professional Services Agreement with Bearing, Belt, and Chain, Inc. D/B/A NAPA Auto Parts for the Provision of Integrated Business Solution and Inventory Management Services

Meeting Type & Date

Regular Council Meeting  
May 1, 2018

Action Type  
Resolution

Recommendation

That Council, by resolution, authorize a Professional Services Agreement with Bearing, Belt, and Chain, Inc. d/b/a NAPA Auto Parts for the provision of integrated business solution and inventory management services for the City of Casper Fleet Maintenance Division.

Summary

The City of Casper Fleet Maintenance Division has spent over a year researching solutions to reduce costs and increase the efficiency of Fleet operations. It has been determined that improving fleet parts purchasing and inventory management can achieve both objectives.

NAPA Integrated Business Solution (IBS) is a vendor-managed inventory system whereby NAPA will instate and staff a full-service parts store on site at the City of Casper Fleet Maintenance Facility on East K Street. The onsite store will service only the City's Fleet Maintenance Division and will not be open for retail purchasing. Through the onsite store, NAPA will procure parts as needed for City fleet maintenance and repair, own and efficiently manage the parts inventory, and provide reporting of key performance indicators on a routine basis. The City will pay all operation expenses for the onsite store and NAPA will apply a 10% markup on all parts purchases through this contract as compensation for their services.

The NAPA IBS solution was presented to the City Council during a work session on December 12, 2017. At that time, Council gave approval for staff to move forward with contract negotiation. However, after that meeting, the City received inquiries and requests to consider other vendors for the services sought by the Fleet Maintenance Division. In the interest of public stewardship, a Request for Proposals (RFP) was advertised on the City's website beginning

February 2, 2018 and in the local newspaper on February 9 and February 16. Additionally, three vendors were contacted by City staff to inform them of the RFP. Proposals were due March 5, 2018; NAPA Auto Parts was the sole responder.

Upon full execution of the contract, NAPA and Fleet Maintenance staff will meet with local parts vendors to address questions and concerns regarding the City's transition to a vendor managed purchasing and inventory system. It is a priority of the City to maintain local vendor relationships under this solution.

#### Financial Considerations

The City should realize substantial savings from implementing IBS, estimated at over \$100,000 per year after all operating expenses. Additionally, we will slowly realize a reduction of over \$542,000 in the City's financial liability because the City will no longer own parts inventory kept onsite.

Moreover, the City can expect to see significant improvements in fleet productivity as a result of NAPA IBS. Notable impacts include an estimated 15% improvement in mechanic efficiency and fleet readiness, 20-30% improvement in on-demand parts fill rates, 95% reduction in invoice processing time, and a 12-20% reduction in parts obsolescence.

The monthly operating expenses for the NAPA onsite store and all parts procurements will be paid for out of the Fleet Maintenance Fund. No additional funding is requested for this contract.

#### Oversight/Project Responsibility

The implementation and oversight of this project will be completed by Zulima Lopez, Assistant Support Services Director.

#### Attachments

Contract  
Resolution

INTEGRATED BUSINESS SOLUTION SERVICE AND SUPPLY AGREEMENT  
BY AND BETWEEN  
BEARING, BELT, AND CHAIN INC. D/B/A NAPA AUTO PARTS  
AND  
CITY OF CASPER, WYOMING

This Integrated Business Solution Service And Supply Agreement (this "Agreement") is made by and between Bearing, Belt, and Chain Inc. (d/b/a NAPA Auto Parts) ("NAPA"), whose principal offices are located at 1770 W. 1<sup>st</sup> Street, Casper, Wyoming 82604, and the City of Casper, Wyoming ("City"), whose principal offices are located at 200 N. David Street, Casper, Wyoming 82601, to be effective as of the \_\_\_\_ day of \_\_\_\_, 2018 (the "Effective Date").

Throughout this document, the City and NAPA may be collectively referred to as the "parties."

**W I T N E S S E T H**

WHEREAS, the City of Casper desires to obtain integrated business solution and vendor managed inventory services for the City of Casper Fleet Maintenance Division; and,

WHEREAS, NAPA desires to provide integrated business solution services and to establish vendor managed inventories in the City's locations to service the fleet parts needs of the City and to serve as the primary supplier of automotive replacement parts and other automotive related maintenance equipment, supplies and inventory as well as non-automotive supplies, inventory and equipment (the "Inventory" or "Products"); and,

WHEREAS, the City desires to retain NAPA for such services and to provide space for the Inventory on the premises of City for use by NAPA ("On-Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

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

**AGREEMENT**

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the total costs of the Inventory needs of the City, not to include the total costs of Inventory purchased for use on transit buses procured with Federal Transportation Administration (FTA) funding.
- (b) ***Current NAPA Jobber Acquisition Cost*** shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list,

which is hereby incorporated herein by this reference as though fully set forth as part of this Agreement.

**2. CITY'S CURRENT LOCATIONS.**

(a) NAPA will establish an On-Site Store at the City's Central Service Facility located at 1800 East K Street, Casper, WY 82601. The On-Site Store will occupy 8,206 square feet of space where the existing Parts Warehouse is located, as illustrated in Exhibit B. An additional 2,672 square feet of mezzanine storage space along the east and west walls of the Parts Warehouse is included as dedicated space for the On-Site Store.

(b) Additional locations of the City may be added to this Agreement but only by a written amendment executed and agreed to by both the City and NAPA.

**3. TERM.** This Agreement shall begin on May 2, 2018 and continue through May 1, 2021. Thereafter, this agreement shall automatically renew for up to two (2) successive, annual renewal terms under the same terms and conditions as the initial term unless either party provides the other with a written notice of nonrenewal at least thirty (30) days prior to the end of the initial term or of any renewal term (the initial term and any subsequent term shall be referred to in this agreement collectively as the "Term"). Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

**4. DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA shall provide all personnel required to operate the On-Site Store to include trained personnel to cover full time employee's time off in case of illness, vacations, emergencies, etc. On-Site Store hours will be 7:30 a.m. to 4:00 p.m. Monday through Friday except for City holidays and as requested by City of Casper pursuant to Section 4(e) below. NAPA personnel operating the On-Site Store will take all calls for stock replenishment and just in time Inventory. The City shall not be charged for any service not provided by NAPA due to unavailability of NAPA staff for any reason whatsoever. Additional staff shall not be hired by NAPA in support of this Agreement without the express approval from the City by written contract amendment.

(b) In those circumstances when delivery is required by the City, NAPA will provide parts to City's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items the City requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the City's location(s) requesting part(s). If NAPA is unable to provide the delivery in the time needed due to extreme weather conditions, City employees will have authorization to pick up from the Casper NAPA store location or any other OEM location deemed necessary by the City and NAPA. The City shall have the right to determine specialty parts that are required to be maintained in active inventory for equipment that may be required when emergency operations arise. Also, NAPA shall accept industry

standard cores of equal value for core exchanges and rebuilding, provided the cores are deemed acceptable by the manufacturer standards.

Further, NAPA agrees to meet the following Inventory fill rates:

- 70% of parts requested filled within 48 business hours of request
- 50% of parts requested filled within 24 business hours of request
- 40% of parts requested filled within 8 business hours of request

At the conclusion of year two of the Agreement, fill rates will be reevaluated by both the City and NAPA and may be modified to establish higher performance targets.

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On-Site Store. NAPA shall provide computer ordering and cataloging to each On-Site Store through its proprietary TAMS (Total Automotive Management System), which it cannot assign nor leave with the City upon contract termination, expiration or non-renewal. TAMS will have the following capabilities: invoicing, cataloging, master interchange, inventory control, custom pricing, inventory stocking information, inventory on order information, inventory on backorder information, lost sales reports and analysis, automatic inventory min/max review, and inventory costing. The City's Fleet Manager and/or Supervisor will be allowed access to TAMS through view only. TAMS operates on a PC hardware platform. The system will consist of at least 1 Server, 1 PC workstation and a minimum of 1 printer. The NAPA provided system will include a printer and monitors as needed. Since the TAMS hardware platform is PC based and subject to change, the exact hardware platform will be determined upon the opening of the On-Site Store. NAPA shall coordinate with the City's Information Technology Division and meet all City technology security standards. TAMS provides a complete point of sale ("POS"), NAPA Parts Catalog, Inventory Control and Replenishment and Reporting software solution. The TAMS POS system will capture all inventory and sales transactions entered for the City's IBS operation. These transactions shall be provided to the City upon request.

(d) NAPA shall provide a profit and loss statement of the parts operations to the City on approximately the 15th of each month for the On-Site Store. Statements shall include documentation with purchase order numbers for each part sold as a measure of reconciliation control for City administration.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half of the employee's hourly base rate) will be charged to the City, and must be pre-approved by the City in writing, which may include electronic means such as email and text. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

(f) Upon full execution of this Agreement, a full and comprehensive physical counting of the entire City-Owned fleet parts Inventory within the City Fleet Maintenance Facility ("City-Owned Inventory") will be conducted. NAPA personnel shall conduct the physical counting process with oversight by City personnel to provide assistance in identifying

any corrections or discrepancies that may be found. Such discrepancies shall be reconciled in a manner agreeable to both NAPA and the City. If parties cannot agree on an appropriate reconciliation, the inventory in question will be fully re-counted. The final Inventory results from this physical count shall be mutually agreed upon by both NAPA and the City for NAPA IBS operations to begin within the NAPA TAMS inventory system. NAPA shall maintain and manage both NAPA-Owned Inventory as well as the mutually agreed upon existing City-Owned Inventory. Such NAPA-Owned Inventory and City-Owned Inventory will be maintained and managed by NAPA in TAMS with ownership assigned to each product. City-Owned Inventory shall be charged to City maintenance/repair work orders at zero dollars (\$0.00).

(g) NAPA shall custom stock, both in part number spread and depth, an inventory to fit the City's needs, based on the City's requirements, using NAPA and non-NAPA branded Inventory. For parts stocked in the On-Site Store, response time will be within thirty (30) minutes during normal business hours. NAPA shall stock the On-Site Store such that the City's on-demand parts needs are met at least seventy percent (70%) of the time. To accomplish this, NAPA shall stock the On-Site Store with parts that have been purchased by the City a minimum of three times in two years. On demand is defined as merchandise, parts or goods requested by the City and delivered by NAPA upon receipt of the request within forty eight (48) business hours of said request.

(h) Classroom and hands-on training may be provided through NAPA'S representatives and factory-trained instructors on an as-needed basis as requested by the City. Said training costs and expenses will be mutually agreed upon between the parties prior to NAPA being required to provide special training requested by the City. Other Training shall include, at the City's request, full access to all NAPA online training resources for up to 20 City employees for a flat rate of Four Hundred Ninety Eight Dollars (\$498.00) per year, billed in twelve equal monthly installments, as an operational expense as set forth below in Section 6(b). The City may cancel the online training at any time by notifying NAPA in writing. Billing will terminate the first statement after the request to terminate the online training is received by NAPA.

(i) NAPA will provide the specialized equipment and internet tools to perform the scope of work under this Agreement as further described below in this Section 4(i). These tools may be upgraded and/or changed at any time during the contract term as mutually agreed upon between NAPA and the City.

1. MIC – Market Inventory Classification System – This tool is used by NAPA to list most vehicles in a fleet and find/stock all applicable replacement parts. This tool will aid NAPA in maintaining the right mix of inventory for the City.
2. ProLink Connectivity – NAPA shall provide any PC located in the City facility access to NAPA ProLink. This is an internet-based tool to check inventory levels, costs, etc. on parts stocked in the Full-Service Shop and Self-Service Shop ([www.napaprolink.com](http://www.napaprolink.com)).

3. FleetCross – Medium/Heavy Duty OE/Aftermarket E-Catalogs – NAPA shall provide the City’s facility with access to FleetCross on the web (www.fleetcross.com). NAPA will utilize its contract with FleetCross to provide the On-Site Store customized parts and service referencing systems for many original equipment (OE) vehicles, equipment, and parts. NAPA will have their current access to FleetCross information available for the personnel in the parts room for the City.
4. Mitchell On-Demand – NAPA will provide the City with full access to Mitchell on Demand for:
  - Cars and Light Trucks

(j) NAPA will provide one (1) vehicle to be utilized for the On-Site Store operation (the “Vehicle”). The Vehicle will be owned and maintained by NAPA. NAPA shall pay to any governmental entity any and all taxes, assessments, or license fees which may be assessed against the Vehicle. Expenses for the Vehicle, to include vehicle purchase or lease payments, insurance and license fees, and maintenance expenses, will be billed to the City as an operational expense as set forth below in Section 6(b). NAPA employees shall comply with all applicable local, state, and federal laws and regulations. NAPA is responsible for any traffic citation or towing charges that are incurred as a result of improper driving or parking of such Vehicle by NAPA personnel during the course of business.

(k) NAPA will protect, defend, and indemnify the City, its officers, elected and appointed officials, employees, agents, and volunteers from and hold them harmless against all liability, losses, damages, costs or expenses of any nature, including without limitation, reasonable attorney’s fees which they may at any time suffer, incur, or be required to pay resulting from or arising out of: (i) Any accident involving the Vehicle, and/or (ii) NAPA’s failure to properly keep, repair, and maintain in good working order the Vehicle, and/or (iii) NAPA’s failure to carry out the servicing and maintenance of the Vehicle in accordance with the manufacturer’s suggested maintenance program.

(l) The Vehicle will be allowed to enter and park within the City’s secure and gated area for the purpose of conducting business for the On-Site Store. The Vehicle may be parked indoors within the On-Site Store location. No City employees shall operate the NAPA Vehicle. No City tools or resources shall be used to maintain or repair the Vehicle.

**5. DUTIES AND RESPONSIBILITIES OF THE CITY.** The City shall have the following duties and responsibilities during the term of this Agreement:

(a) The City shall provide, at its sole expense, 10,878 square feet of usable floor and mezzanine space for NAPA’s On-Site Store and the Inventory, as illustrated in Exhibit B. The City shall provide access to restroom facilities for NAPA employees. The City shall provide parking for NAPA employees in the same area as City employees employed at the Central Services Facility. NAPA employees’ personal vehicles are not permitted in the City’s secure and gated area without prior approval from Fleet Maintenance management. Further, the City shall



furnish, at its sole expense, all utilities for the On-Site Store including: water, sanitation, sewer, light, telephone, internet service, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On-Site Store whatsoever. Access methods to the City's internet and telephone systems and other technology integration shall be coordinated through and approved by the City's Information Technologies Division.

(b) The City shall use reasonable efforts to provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA shall report to the City any claims of a hostile, violent, discriminatory, or unsafe work environment created by City personnel and give the City the opportunity to investigate and resolve such claims per current City policy and procedure. NAPA reserves the right to terminate the contract should NAPA substantiate a claim of hostile, violent, discriminatory, or unsafe work environment that was reported to the City, but not addressed in accordance with City policy.

(c) The City shall use NAPA as its Primary Supplier of the Inventory under this Agreement. The City reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being City's Primary Supplier, in which case NAPA may terminate this Agreement. Inventory procured for use on transit buses purchased with Federal Transportation Administration (FTA) funding are excluded from this provision. Such inventory may be purchased outside this Agreement without consideration of the impact of the purchases to NAPA's Primary Supplier status.

(d) The On-Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of the City. There shall be no intermingling of City's parts or other inventory with NAPA's parts or inventory. Access to the secured On-Site Store shall be restricted to NAPA employees and authorized NAPA representatives only. City's employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative without prior authorization. Parties must agree to an authorized facility access and logging system for limited City personnel to have access in emergency or after hour situations. The access list may be modified at any time by either party as long as both parties agree to the modifications. Access for the City will not be unreasonably denied. A controlled access system and logging procedure must be approved by NAPA prior to after hour access being granted. City hereby assumes and shall bear the entire risk of loss and damage to all City-Owned inventory maintained and managed by NAPA, except for loss or damage arising out of the acts, errors, or omissions of NAPA. Further, the City shall reimburse NAPA for any damage to or loss of all NAPA-Owned Inventory to extent such loss or damage arises or results from the acts, errors or omissions of the City.

(e) The City reserves the right to access the On-Site Store area for maintenance, improvements, safety, and inspection purposes, provided it does not interfere with intended use. The City shall provide at least two weeks' notice to NAPA, except in emergency situations, for any work performed in the area that may conflict with the use of the allotted space or the provision of services under this agreement.

(f) The City shall provide NAPA with keys and/or door codes or openers to all exterior and interior doors with access to the On-Site Store. Only NAPA staff and authorized City personnel, as identified in Section 5(d) above, will have access to keys and/or codes for entry into the On-Site Store.

(g) The City shall, at all times during the term of this Agreement, at the City's sole expense, maintain in good condition and repair the roof, exterior walls, foundation, and structural portions of the On-Site Store and all portions of the electrical and plumbing systems lying outside of the On-Site Store but serving the On-Site Store. Any temporary or permanent equipment, facilities, or fixtures installed by NAPA shall be approved by the City prior to installation and shall meet all applicable City, State, or Federal requirements. NAPA may, at termination of this Agreement, choose to remove all equipment, facilities or fixtures that are of a temporary nature, provided that it leaves the property in the same or better condition than when NAPA first took possession of the premises. Any permanent facilities or fixtures funded with public dollars shall be considered the property of the City.

(h) The City shall provide information regarding fleet changes to NAPA as soon as is reasonably practical. Fleet changes include, but are not limited to, the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

**6. PAYMENT TERMS/PRICING.** NAPA shall invoice the City for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below, as well as the operational expenses as outlined in 6(b) no later than the 5<sup>th</sup> business day of each month for all Inventory purchased by the City during the previous month. The City agrees to pay the entire amount of all undisputed statements received from NAPA within forty-five (45) days following receipt of any such statement. If the City has not paid the entire amount of all undisputed statements received from NAPA within 45 days of the due date, the City shall be put on Credit on Hold until such amount is paid in full. No prompt pay discount is available under this Agreement. The City will make payment to NAPA with a check issued by the City.

The overall objective of the City's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below, with reimbursement by the City for each On-Site Store's operating expenses, which are defined below. By billing the City for these two categories, NAPA's On-Site Store(s) may achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

(a) *Product Price.* The pricing of the Products to be supplied to the City by NAPA pursuant to this Agreement shall be divided into: 1) "*NAPA Product Price*," which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "*Non-NAPA Product Price*," which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for the City by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

(b) *Operational Expenses.* Costs and expenses associated with the operation of the On-Site Store(s), including, but not limited to, salary and benefits payable to NAPA employees at the On-Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On-Site Store(s) and Inventory, all equipment supplied by NAPA, pension funding costs, accounting fees, general office expenses, online training, and shared service expenses. Costs associated with insurance claims or legal action filed against NAPA or NAPA employees for any reason whatsoever will not be billed to the City. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit A. The City acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit A are subject to change based on actual monthly costs or expenses incurred relative to the operation of the On-Site Store(s). Salaries of NAPA On-Site Store employees may be increased by up to three percent (3%) in each year of the term of the Agreement as agreed upon by the City and NAPA prior to the implementation and any charges to the City.

(c) *Pricing Plan Summary.*

NAPA Price	Product	Billed to the City at a 10% gross profit rate (The formula for NAPA Product Price for the City is the Current NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$1.00. City's price would be $\$1.00/.90=\$1.11$
Non-NAPA Product Price		Billed to the City at a 10% gross profit rate (The formula for Non-NAPA Product Price for the City is the current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. City's price would be $\$1.00/.90=\$1.11$
Operational Expenses		Billed to the City in accordance with Section 6(b) above.

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Expenses will be charged to the City in accordance with Section 6(b) above, with all such charges for Operational Expenses to be included in the City's monthly billing statement. The City may request, and be provided, more detailed financials and supporting documentation regarding the On-Site Store Operational Expenses. The City will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

(d) *Sub-contractor Expenses.* In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and the City will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. The City

must provide pre-approval in writing of such outside purchases. The City is solely responsible for improper or inappropriate instructions by the City's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless the City provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

## **7. INSURANCE.**

(a) Prior to commencement of the Agreement, NAPA shall procure and maintain for the duration of the Agreement the insurance set forth below in this Section 7.

(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.
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. Employer's Liability: \$500,000 each accident; \$500,000 disease-each employee; \$500,000 disease-policy limit.

(c) 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 to the extent of NAPA's indemnification obligations herein.

2. *Primary Coverage*

To the extent necessary to cover the indemnified claims for which NAPA has assumed in the indemnity section of this Agreement, NAPA's insurance coverage

shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and agents.

3. *Notice of Cancellation*

NAPA shall provide to the City at least thirty (30) days prior written notice of any cancellation, material change or reduction of coverage with respect to the insurance policies required to be maintained above.

4. *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.

5. *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.

6. *Verification of Coverage*

NAPA shall furnish the City with certificates and amendatory endorsements. 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 NAPA's obligation to provide them.

7. *Subcontractors*

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

8. **NO LIENS.**

(a) City warrants that it shall take no action, including, but not limited to, the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On-Site Store.

(b) City grants NAPA a power of attorney to execute any UCC-1 statements.

**9. PERSONNEL.**

(a) NAPA and City shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On-Site Store. In the event that City for any reason wishes to remove or replace any of the NAPA personnel in the On-Site Store, the parties will attempt to resolve City's request by mutual agreement.

(b) NAPA understands the need to maintain employee safety and wellbeing, security of information, and confidentiality. NAPA and all personnel employed by NAPA on City property shall comply with current and applicable City policies and procedures including, but not limited to, security, confidentiality, emergency response, harassment, sexual harassment, drug free workplace, and workplace violence, and defensive driving. NAPA employees shall participate in applicable City training regarding these topics and sign documents attesting to the understanding and compliance with said policies and procedures. Further, NAPA represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City. All of the services required shall be performed by NAPA, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by NAPA shall be employed in conformity with applicable local, state or federal laws.

**10. WARRANTY/LIABILITY DISCLAIMER.** All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the City in processing all warranty claims that the City may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the City in connection with any claims concerning the Products supplied to City pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to City upon request.

For suppliers (or categories of suppliers) of Non-NAPA Products that City instructs NAPA to utilize for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

**11. TERMINATION FOR CAUSE.** This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

**12. EFFECT OF TERMINATION.** Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. City shall allow NAPA full and unrestricted access to enter into the On-Site Store and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to the City, at no additional cost, in digital Microsoft Excel format that is compatible with City systems and software within 10 days of termination of the agreement.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 8, 10, 13, 14, 16, 17, and 19 shall survive the termination of this Agreement for any reason.

**13. BUY-BACK OF INVENTORY.** Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require the City to purchase all non-NAPA Inventory owned by NAPA and located in each On-Site Store at NAPA's On-Site Store's current product acquisition cost, to be paid for by the City within 45 days of receipt of the bill for the non-NAPA Inventory. The City shall have the option to purchase all NAPA Inventory, owned by NAPA and located in each On-Site Store at the Current NAPA Jobber Acquisition Cost. Upon City's request, NAPA shall provide City with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On-Site Store.

**14. CHANGE OF CONTROL.** NAPA may unilaterally terminate this Agreement by giving thirty (30) days written notice to City upon the occurrence of the following events:

A sale, lease, assignment or other transfer of City's business, operations, or assets, whether through privatization, merger, asset purchase, or other similar transaction, of at least a ten percent (10%) interest therein.

**15. ENVIRONMENTAL COMPLIANCE.**

(a) NAPA shall conduct its operations for the On-Site Store in compliance with, and shall not permit the On-Site Store to be in violation of any applicable local, state, or federal environmental laws. NAPA shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. NAPA shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. NAPA shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of NAPA's lawful operation of the On-Site Store.

(a) NAPA shall comply with the City Central Service Center's Spill Prevention Control and Countermeasure (SPCC) Plan, Storm Water Pollution Prevention Plan (SWPPP), and other applicable environmental plans and/or regulations for the facility and participate in required training, inspections, and audits as requested by the City of Casper for compliance.

(c) NAPA shall immediately advise the City, in writing, of any of: 1) any and all governmental agencies' regulatory proceedings, or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by any party against NAPA or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, 3) NAPA's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject NAPA, the City, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

(d) NAPA shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by employees, subcontractors or agents of NAPA.

(e) City shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. NAPA shall be solely responsible for and shall indemnify and hold harmless the City, its elected officials, appointed officials, employees, agents, volunteers, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to NAPA's (including its subcontractors, employees and agents) use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitations:

- 1) All foreseeable and unforeseeable consequential damages;



- 2) The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- 3) All reasonable costs and expenses incurred by the City in connection with clauses (i) and (ii) including, without limitation, reasonable attorney's fees.

**16. INDEMNIFICATION.**

(a) NAPA agrees to indemnify the City, the City's employees, elected officials, appointed officials, and agents 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 the negligence of NAPA or any subcontractor utilized by NAPA hereunder. For the avoidance of any doubt, the parties agree that the term "subcontractor" shall exclude all third party suppliers and manufacturers of the Products sold hereunder and all third party delivery service providers (i.e. UPS and FedEx).

(b) Subject to the limitations of the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq., the City agrees to indemnify NAPA, NAPA's officers, employees, and agents and hold them harmless from all liability for damages to property or injury to or death to persons to the extent arising from the negligence of the City or any subcontractor utilized by the City hereunder for which the City has liability pursuant to the Wyoming Governmental Claims Act. For the avoidance of any doubt, the parties agree that the term "subcontractor" shall exclude all third party delivery service providers (i.e. UPS and FedEx).

**17. NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Bearing Belt, and Chain Inc.  
D/B/A Napa Auto Parts  
P.O. Box 2727  
Casper, WY 82602  
Attn: Clark McPherson, General Manager  
Phone: 307-265-0044

As to City: City of Casper, Wyoming  
1800 East K Street  
Casper, WY 82601  
Attn: Fleet Manager  
Phone: 307-235-8410  
Fax: 307-235-8357

With copy to: City of Casper, Wyoming  
City Manager's Office  
200 North David St.  
Casper, WY 82601  
Phone: 307-235-8224  
Fax: 307-235-7575

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 17.

**18. FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the City's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the City's premises unusable for the On-Site Store in the reasonable judgment of NAPA.

**19. SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

**20. AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

**21. NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**22. LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All rights and obligations of a party under this Agreement are solely and exclusively for the benefit of the

parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such rights or obligations.

23. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

24. **CHOICE OF LAW.** This Agreement shall be governed by the laws of the State of Wyoming. NAPA 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 Agreement.

25. **REFORMATION.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be reformed as closely as legally possible to match the intent of the parties, and the remaining terms shall continue in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

27. **EQUAL EMPLOYMENT OPPORTUNITY.** In carrying out the Agreement, NAPA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. NAPA 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. NAPA 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. NAPA shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

28. **FINDINGS CONFIDENTIAL.** All pricing, reports, information, data, etc., given by, to or prepared, or assembled by NAPA or the City under this Agreement are confidential and shall not be made available to any individual or organization by NAPA or the City without the prior written consent of the other party.

29. **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 § 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. The parties acknowledge that the City of Casper, Wyoming, has governmental immunity and only the Wyoming Legislature has the power to waive it.

30. **OTHER CONSTITUTIONAL AND STATUTORY LIMITATIONS.** The parties further acknowledge that there are constitutional and statutory limitations on the authority of the City of Casper, Wyoming, to enter into certain terms and conditions, including, liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in this Agreement, or in any attachments or documents incorporated by reference, will not be binding on the City of Casper, Wyoming, except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

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

APPROVED AS TO FORM:

Walter Thomas

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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


WITNESS

BEARING, BELT, AND CHAIN INC.

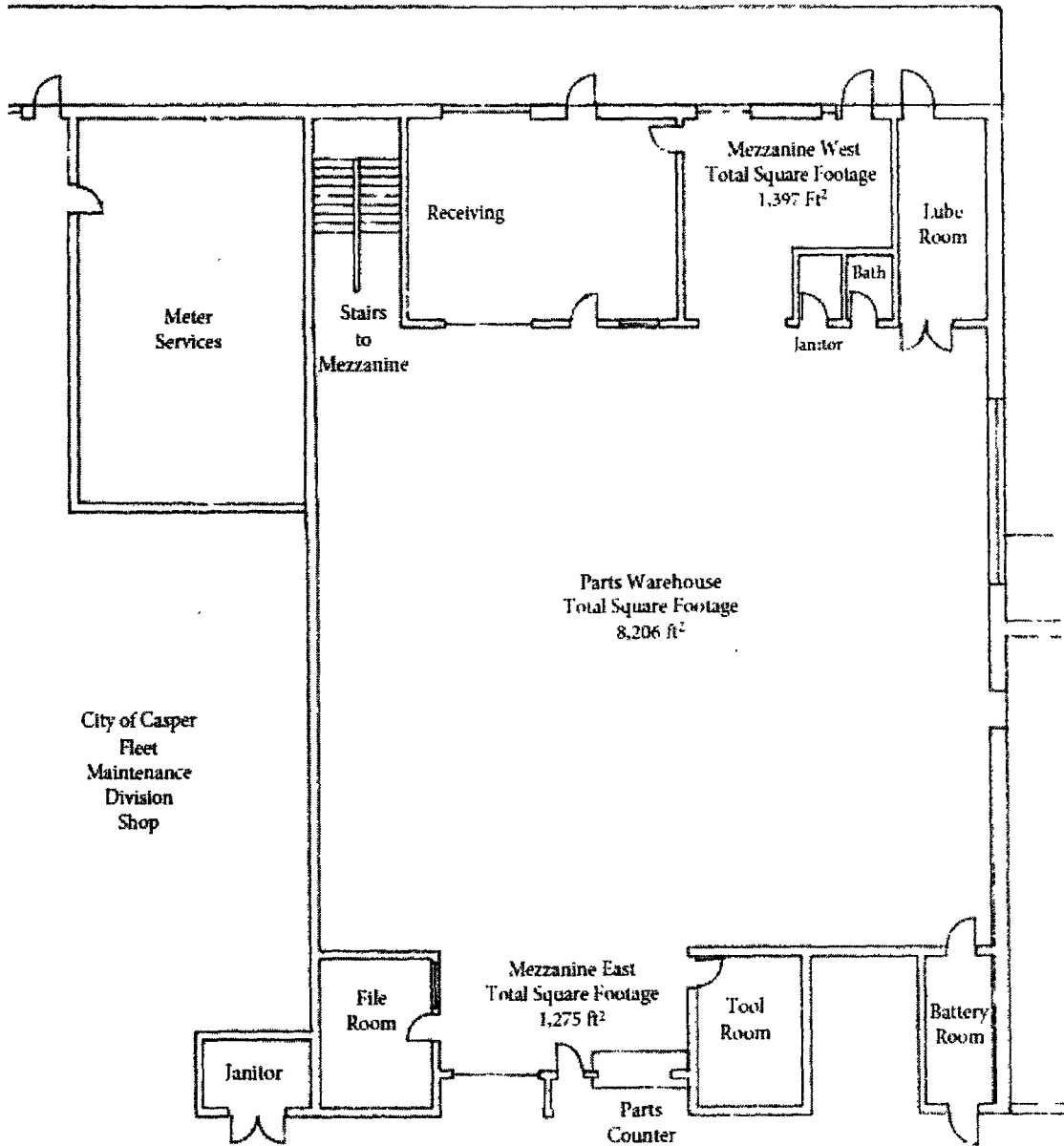
Zulima Lopez  
Printed Name: Zulima Lopez  
Title: Assistant Support Services  
Director

Clark McPherson  
Clark McPherson, General Manager

**EXHIBIT A**

City of Casper WY NAPA IBS Proforma							
Projected Expenses	NAPA Monthly Parts and Operational Projections	% To Sales	Target Year One	* Target Year Two Escalation 5%	Target Year Three Escalation 5%	Target Year Four Escalation 5%	Target Year Five Escalation 5%
Parts Purchases	72,660	100.00%	871,920				
Cost of Goods	65,394	90.00%	784,728				
Markup on Parts	7,266	10.00%	87,192				
<b>GROSS PROFIT</b>	<b>7,266</b>	<b>10.00%</b>	<b>87,192</b>				
<b>Accounting Fees</b>	<b>1,500</b>	<b>2.06%</b>	<b>18,000</b>				
<b>PAYROLL:</b>							
Manager/Counter Salaries	4,300	5.92%	51,600				
Delivery Driver Salaries	2,860	3.94%	34,320				
Pension	317	0.44%	3,804				
Insurance	1,184	1.63%	14,208				
Workers Comp Insurance	199	0.27%	2,388				
FICA/SECA/FU/SUI/Health/Pension	575	0.79%	6,900				
<b>Total IBS Payroll</b>	<b>9,435</b>	<b>12.99%</b>	<b>113,220</b>				
<b>Miscellaneous Expenses</b>							
Delivery Truck Insurance	60	0.08%	720				
Delivery Truck Payment	500	0.69%	6,000				
Delivery Truck gas/maintenance	350	0.48%	4,200				
Shelving/Cage Depreciation	50	0.07%	600				
Postage	50	0.07%	600				
General Liability Insurance	60	0.08%	720				
	-	0.00%	-				
	-	0.00%	-				
	-	0.00%	-				
	-	0.00%	-				
Store Expenses	100	0.14%	1,200				
Personal Property Taxes	60	0.08%	720				
Inventory Computer	1,200	1.65%	14,400				
Training	42	0.06%	504				
<b>TOTAL MISC. EXP.</b>	<b>2,472</b>	<b>3.40%</b>	<b>29,664</b>				
<b>TOTAL EXPENSES</b>	<b>13,407</b>	<b>18.45%</b>	<b>160,884</b>				

**EXHIBIT B**



RESOLUTION NO.18-91

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BEARING, BELT, AND CHAIN INC. D/B/A NAPA AUTO PARTS

WHEREAS, the City of Casper desires to obtain integrated business solution and vendor managed inventory services for the City of Casper Fleet Maintenance Division; and,

WHEREAS, Bearing, Belt, and Chain Inc. is willing and able to provide the desired integrated business solution and inventory management services to the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Bearing, Belt, and Chain Inc. to provide integrated business solution and inventory management services for the City of Casper.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to make verified partial payments throughout the term of the agreement in accordance with the schedule of fees contained within the agreement.

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

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

April 11, 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 Treto Construction, LLC, in the amount of \$225,025, for the 2<sup>nd</sup> Street Concrete Repairs, Project No. 18-042.

Meeting Type & Date:  
Regular Council Meeting  
May 1, 2018

Action Type  
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Treto Construction, LLC., in the amount of \$225,025, for the 2<sup>nd</sup> Street Concrete Repairs, Project No. 18-042. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000, for a total project amount of \$245,025.

Summary:

On Wednesday, April, 11, 2018, three (3) bids were received for the 2<sup>nd</sup> Street Concrete Repairs, Project No. 18-042. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Treto Construction, LLC</b>	<b>Casper, Wyoming</b>	<b>\$225,025</b>
TDS	Glenrock, Wyoming	\$275,000
Knife River	Casper, Wyoming	\$280,589

The project includes the removal and replacement of curb and gutter along 2<sup>nd</sup> Street between Durbin Street and Venture Way. Additionally, ADA ramps will be added, damaged sidewalk will be replaced, and settled paving sections replaced. The completion date for the project is September 14, 2018. The estimate prepared by the City Engineering Division was \$258,250.

This project was originally bid and awarded in the spring of 2017. Full Contact Concrete was the low bidder and failed to execute the contract documents and the contract was rescinded by Council in September 2017. The funds were reallocated to the project for construction in 2018.

Treto Construction, LLC  
2<sup>nd</sup> Street Concrete Repairs  
Project No. 18-042



As required by State Statute, in-state bidders receive a five percent (5%) bid preference. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations:

Funding for this project will be from Budgeted One Cent #15 Optional Sales Tax Funds.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Treto Construction, LLC, PO Box 50610, Casper, Wyoming 82609 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make concrete repairs along 2<sup>nd</sup> Street between Durbin Street and Venture Way and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the 2<sup>nd</sup> Street Concrete Repairs Project No. 18-042.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2<sup>nd</sup> Street Concrete Repairs Project No. 18-042, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by September 14, 2018, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 28, 2018.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

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

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Twenty-Five Thousand Twenty-Five Dollars (\$225,025) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (1).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of nine (9) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:  

**2<sup>nd</sup> Street Concrete Repairs Project No. 18-042**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

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

APPROVED AS TO FORM:

Wallon Tremmel

CONTRACTOR:

Treto Construction, LLC

ATTEST:

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
**2<sup>nd</sup> Street Curb and Gutter  
Project No. 18-042**

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by September 14, 2018, and completed and ready for final payment not later than September 28, 2018 in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>01</u>	Dated <u>04/05/18</u>
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

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

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

TOTAL BASE BID, IN NUMERALS: \$ 225,025.00

TOTAL BASE BID, IN WORDS: Two hundred twenty five thousand  
Twenty five and 00/100----- DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. 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: Treto Construction, LLC  
P.O. Box 50610  
Casper, Wyo. 82609

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



Submitted on April 11, 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: Treto Construction, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: German G. Treto (seal)  
Managing Member  
*German G. Treto*  
(Title)

(Seal)

Attest: \_\_\_\_\_

Business Address: P.O. Box 50610  
5251 Gladstone St.  
Casper, WY 82609

Phone Number: 307-237-8836

A JOINT VENTURE

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

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

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

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

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

**BID SCHEDULE**

April 5, 2018

**2nd Street Concrete Repairs**

**Project No. 18-042**

Bid Date: April 11, 2018

COMPANY NAME Treto Construction, LLC  
 ADDRESS P.O. Box 50610 Casper, WY 82609

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

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

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$15,000.00	\$15,000.00
2	R&R Concrete Pavement Section w/Basecourse	SF	3500	\$13.00	\$45,500.00
3	R&R Sidewalk w/Basecourse	SF	300	\$7.50	\$2,250.00
4	R&R Sidewalk (Colored & Stamped) w/Basecourse	SF	200	\$12.00	\$2,400.00
5	R&R Concrete Curb & Gutter (30" Wide, Type A)	LF	1,750	\$45.00	\$78,750.00
6	R&R Concrete Valley Gutter w/Basecourse	SF	2,500	\$7.50	\$18,750.00
7	Adjust Manhole Top & Install 5'x5' Concrete Diamond	EA	5	\$750.00	\$3,750.00
8	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	10	\$400.00	\$4,000.00
9	R&R Concrete Curbwalk/Sidewalk with Type II or III ADA Ramp	SF	1,250	\$7.50	\$9,375.00
10	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	10	\$150.00	\$1,500.00
11	Asphalt Patch	SY	175	\$50.00	\$8,750.00
12	Miscellaneous Landscaping Repairs	LS	1	\$5,000.00	\$5,000.00
13	F&I Temporary Traffic Control	LS	1	\$30,000.00	\$30,000.00
<b>TOTAL BASE BID (SUM OF ITEMS 1-13)</b>					<b>\$225,025.00</b>

**ADDENDUM NO. 1**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**2<sup>ND</sup> STREET CONCRETE REPAIRS  
CITY ENGINEERING PROJECT NO. 18-042**

by

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

**ADDENDUM DATE: April 5, 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)**

*Toro Construction*  
Firm

*Gerrard G. Turo*  
By: Signature

*Owner*  
Title

*4-5-2018*  
Date Received

RESOLUTION NO.18-92

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE 2<sup>ND</sup> STREET CONCRETE REPAIRS PROJECT NO. 18-042.

WHEREAS, the City of Casper desires to replace curb and gutter along 2<sup>nd</sup> Street between Durbin Street and Venture Way for the 2<sup>nd</sup> Street Concrete Repairs Project; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as 2<sup>nd</sup> Street Concrete Repairs Project, No. 18-042; 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 and 00/100 Dollars (\$20,000) 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 Treto Construction, LLC, for those services, in the amount of Two Hundred Twenty-Five Thousand Twenty-Five and 00/100 Dollars (\$225,025).

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 Twenty-Five Thousand Twenty-Five and 00/100 Dollars (\$225,025) and Twenty Thousand and 00/100 Dollars (\$20,000) for a construction contingency account, for a total project amount of Two Hundred Forty-Five Thousand Twenty-Five and 00/100 Dollars (\$245,025).

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 and 00/100 Dollars (\$20,000) 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:

W. D. Tremel

ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Ray Pacheco  
Mayor

April 10, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Andrew Beamer, P.E., Public Services Director   
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with JTL Group, Inc. dba Knife River, in the Amount of \$503,490.00, for the 3rd Street Improvements - Beverly to Conwell, Project No. 17-080.

Meeting Type & Date  
Regular Council Meeting  
May 1, 2018

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with JTL Group, Inc. dba Knife River (Knife River), for construction of the 3rd Street Improvements - Beverly to Conwell, Project No. 17-080, for the base bid amount of \$503,490.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$26,510.00, for a total project amount of \$530,000.00.

Summary

On April 10, 2018, bids were received from seven (7) contractors for construction of the 3rd Street Improvements from Beverly to Conwell. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Knife River</b>	<b>Casper, Wyoming</b>	<b>\$503,490.00</b>
ISCO	Casper, Wyoming	\$576,689.00
Treto Construction	Casper, Wyoming	\$577,350.00
Ramshorn Construction	Casper, Wyoming	\$589,130.00
Andreen Hunt Construction	Mills, Wyoming	\$607,000.00
Wayne Coleman Construction	Casper, Wyoming	\$650,307.00
Grizzly Excavation & Construction	Casper, Wyoming	\$657,312.00

The Engineering Office estimate for the project was \$577,000.00.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements and street reconstruction each year. 3<sup>rd</sup> Street was designated as a high priority for street reconstruction and Kenwood St, from 4<sup>th</sup> Street to 2<sup>nd</sup> Street, was designated as a high priority for water main replacement.

Plans for the project include two blocks of waterline replacement; milling and overlay of seven blocks of asphalt pavement; reconstruction of failing approaches, valley gutters, sidewalk connections where none currently existing, and curb and gutter; and addition of ADA accessible concrete ramps. Construction of the improvements is to be substantially complete by September 13, 2018.

Financial Considerations

Funding for the project will be from one-time, currently budgeted revenues from One Percent #15 funds for Residential Streets and Water Fund Reserves. Funding will also come from FY18 Miscellaneous Arterial and Collector Streets Funds and Sewer Reserve Funds.

Oversight/Project Responsibility

Alex Sveda, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution  
Agreement  
Bid Form



STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

WHEREAS, the City of Casper desires the replacement of the existing street surfacing (mill & overlay), miscellaneous sidewalk, curb and gutter, driveway and alley concrete approaches, ADA ramps and valley gutters; replacement sewer manhole risers, concrete diamonds; fire hydrant installation; waterline and water service replacement; valve diamond replacement.

WHEREAS, the Contractor is able and willing to provide those services specified as the

**3rd Street Improvements Beverly to Conwell, Project No. 17-080.**

NOW, THEREFORE, it is hereby agreed as

follows: ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 3rd Street Improvements Beverly to Conwell, Project No. 17-080, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/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 Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by September 13, 2018 and ready for final payment in accordance with Article 14 of the General Conditions by September 20, 2018. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan, limiting construction around and in school zones when school is in session. No open excavations shall remain overnight.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual

loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Five Hundred Three Thousand Four Hundred Ninety and 00/100 Dollars (\$503,490.00), 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 for the Base Bid.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount

equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

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

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

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

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 through BS-3 of the Bid Schedule.
- 8.4 Addenda No.: Addendum #1, Addendum #2, Addendum #3, Addendum #4.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of nine (9) sections. Special Provisions consisting of seven (7) Sections and ten (10) Drawing "Sheets".
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Contract Drawings, with each sheet bearing the following general title:

**3rd Street Improvements Beverly to Conwell, Project No. 17-080**

- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

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

8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS.

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

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

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

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

APPROVED AS TO FORM:  
(3rd Street Improvements Beverly to Conwell, Project No. 17-080)

*Walter Tremel*

ATTEST:

CONTRACTOR:

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

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

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

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

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

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
3rd Street Improvements Beverly to Conwell  
Project No. 17-080

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **September 13, 2018** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **September 20, 2018**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>4/4/18</u>	/ Addendum No. 4 Dated 4/9/18
Addendum No. <u>2</u>	Dated <u>4/5/18</u>	
<i>Addendum No. 3</i>	<i>Dated 4/9/18</i>	
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary; *CS 4/9/18*

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 503,490.<sup>00</sup>

TOTAL BASE BID, IN WORDS: five hundred three thousand, four hundred ninety dollars & zero cents DOLLARS.

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

Address of Bidder: JTL GROUP INC, DBA KNIFE RIVER  
P.O. Box 730  
CASPER, WY 82602

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

Submitted on TUESDAY APRIL 10<sup>TH</sup>, 2018.



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

IF BIDDER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

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

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

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

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

A CORPORATION OR LIMITED LIABILITY COMPANY

By: JTL GROUP INC., DBA KNIFE RIVER (seal)  
(Corporation's or Limited Liability Company's Name)

WYOMING  
(State of Incorporation or Organization)

By: Mike Haynes (seal)  
MIKE HAYNES - VICE PRESIDENT / GENERAL MANAGER

(Title)

(Seal)

Attest: Chris Schwann  
CHRIS SCHWANN

Business Address: JTL GROUP INC., DBA KNIFE RIVER  
P.O. Box 730  
CASPER, WY 82602

Phone Number: (307) 237-9346

A JOINT VENTURE

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

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

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

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

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

**BID SCHEDULE**  
**3RD ST IMPROVEMENTS BEVERLY TO CONWELL**  
 Project No. 17-080

COMPANY NAME STL Group Inc, dba Knife River  
 ADDRESS P.O. Box 730  
Casper, WY 82602

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

LS = Lump Sum      R&R = Remove and Replace      LF = Linear Feet      F&I = Furnish and Install      R&R - Remove and Replace  
 SY = Square Yard      FA = Force Account      CY = Cubic Yard      EA = Each

ITEM NO.		BASE BID SCHEDULE DESCRIPTION		UNIT	QUANTITY	UNIT COST (in numerals)	UNIT COST (in words)	TOTAL COST
1		Mobilization and Bonds		LS	1	37,680.00	thirty seven thousand, six hundred eighty dollars & zero cents	37,680.00
2		Traffic Control		LS	1	11,000.00	eleven thousand dollars & zero cents	11,000.00
3		Removal of Obstructions		LS	1	16,000.00	eighteen thousand dollars & zero cents	16,000.00
4		F&I Mill and 2" Hot Plant ACP Overlay		SY	11500	10.20	ten dollars & twenty cents	117,300.00
5		F&I ACP Leveling Course		TON	15	100.00	one hundred dollars & zero cents	1,500.00
6		Sub-Excavate and Install Foundation Material and Base Course		CY	10	53.00	fifty three dollars & zero cents	530.00
7		R&R PCCP Flatwork/Sidewalk, All Over Base Course		SF	1900	7.75	seven dollars & seventy five cents	14,725.00
8		R&R PCCP CG, Type B, All Over Base Course		LF	1500	40.00	forty dollars & zero cents	60,000.00

9	F&I PCCP ADA Ramp, All Over Base Course	SF	4020	4.25	four dollars & twenty five cents	17,085.00
10	R&R PCCP Alley/Driveway Curbcut Approach, All Over Base Course	SF	3920	9.00	nine dollars & zero cents	35,280.00
11	R&R PCCP VG Over Base Course	SF	30	31.00	thirty one dollars & zero cents	930.00
12	F&I ADA Truncated Dome Mats	EA	42	110.00	one hundred ten dollars & zero cents	4620.00
13	R&R CB (Depths Vary)	EA	1	2,000.00	two thousand dollars & zero cents	2,000.00
14	F&I Flowfill Encasement	CY	30	98.00	ninety eight dollars & zero cents	2,940.00
15	F&I FH Assembly	EA	1	5,700.00	five thousand, seven hundred dollars & zero cents	5,700.00
16	F&I 8" PVC Water Main	LF	800	90.00	ninety dollars & zero cents	72,000.00
17	F&I 8" PVC Fittings	EA	3	1,100.00	one thousand, one hundred dollars & zero cents	3,300.00
18	R&R Water Services and Connect	EA	24	1,500.00	one thousand five hundred dollars & zero cents	36,000.00
19	3/4 - Inch Water Service Reconnection	EA	1	1,800.00	one thousand, eight hundred dollars & zero cents	1,800.00
20	R&R 8" Gate Valve	EA	3	1,700.00	one thousand, seven hundred dollars & zero cents	5,100.00

21	Connect to Ex. Pipeline	EA	2	1,100.00	one thousand, one hundred dollars & zero cents	2,200.00
22	F&I Utility Adjustment	EA	1	2,500.00	two thousand five hundred dollars & zero cents	2,500.00
23	R&R Concrete Valve Box Diamond	EA	6	550.00	five hundred fifty dollars & zero cents	3,300.00
24	R&R Concrete MH Diamond	EA	13	1,500.00	one thousand, five hundred dollars & zero cents	19,500.00
25	F&I Project Signs	LS	1	1,100.00	one thousand, one hundred dollars & zero cents	1,100.00
26	Landscaping Repairs	LS	1	10,600.00	ten thousand, six hundred dollars & zero cents	10,600.00
27	Tree Removal	EA	1	1,400.00	one thousand, four hundred dollars & zero cents	1,400.00
28	Landscaping Block	LF	100	21.00	twenty one dollars & zero cents	2,100.00
29	Erosion and Sedimentation Control	LS	1	3,300.00	three thousand, three hundred dollars & zero cents	3,300.00
30	Force Account	LS	1	\$10,000	Ten Thousand 0/100 Dollars	\$ 10,000.00

RESOLUTION NO. 18-93

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC. DBA KNIFE RIVER, FOR 3RD STREET IMPROVEMENTS - BEVERLY TO CONWELL, PROJECT NO. 17-080.

WHEREAS, the City of Casper desires to make surfacing improvements to 3rd Street from Beverly Street to Conwell Street and utility improvements to Kenwood Street from 2<sup>nd</sup> Street to 4<sup>th</sup> Street; and,

WHEREAS, JTL Group, Inc. dba Knife River (Knife River), is able and willing to provide those services specified as the 3rd Street Improvements - Beverly to Conwell, Project No. 17-080; and,

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

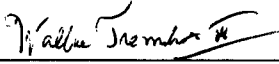
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Knife River, for those services, in the amount of Five Hundred Three Thousand Four Hundred Ninety and 00/100 Dollars (\$503,490.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Five Hundred Three Thousand Four Hundred Ninety and 00/100 Dollars (\$503,490.00), and Twenty Six Thousand Five Hundred Ten and 00/100 Dollars (\$26,510.00) for a construction contingency account, for a total price of Five Hundred Thirty Thousand and 00/100 Dollars (\$530,000.00).

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

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

APPROVED AS TO FORM:  
(2018 Beverly Street Improvements, Project 17-083)

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

April 3, 2018

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Treto Construction, LLC, in the Amount of \$636,510.00, for the 2018 Beverly Street Improvements, Project No. 17-083.

Meeting Type & Date  
Regular Council Meeting  
May 1, 2018

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Treto Construction, LLC, for construction of the 2018 Beverly Street Improvements, Project No. 17-083, for the base bid amount of \$636,510.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$33,490.00, for a total project amount of \$670,000.00.

Summary

On April 3, 2018, bids were received from four (4) contractors for construction of the 2018 Beverly Street Improvements Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Treto Construction</b>	<b>Casper, Wyoming</b>	<b>\$ 636,510.00</b>
Knife River	Casper, Wyoming	\$ 694,129.00
Andreen Hunt Construction	Mills, Wyoming	\$ 698,460.00
Ramshorn Construction	Casper, Wyoming	\$ 720,358.50

The Engineering Office estimate for the project was \$750,000.00.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements and street reconstruction each year. Beverly Street from 4<sup>th</sup> Street to 12<sup>th</sup> Street was designated as one of the City's highest priorities for street reconstruction.

Plans for the project include three blocks of waterline replacement; milling and overlay of all asphalt pavement; full depth concrete reconstruction near 12<sup>th</sup> Street; adjustment of a pedestrian crossing signal; reconstruction of failing approaches, valley gutters, and curb and gutter; and addition of ADA accessible concrete ramps. Construction of the improvements is to be substantially complete by August 31, 2018.



Financial Considerations

Funding for the project will be from one-time, currently budgeted revenues from One Percent #15 funds for Arterial & Collector Streets, and Water Fund Reserves.

Oversight/Project Responsibility

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

Attachments

- Resolution
- Agreement
- Bid Form

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

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Treto Construction, LLC, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make improvements to asphalt and concrete surfaces on a portion of Beverly Street; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the City of Casper, 2018 Beverly Street Improvements, Project No. 17-083.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, 2018 Beverly Street Improvements, Project No. 17-083.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 31, 2018, and completed and ready for final payment in accordance with Article 14 of the General Conditions by September 15, 2018.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

Treto Construction, LLC  
2018 Beverly Street Improvements, Proj No. 17-083

SFA-1

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

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Six Hundred Thirty-Six Thousand Five Hundred Ten and 00/100 Dollars (\$636,510.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made so the current retainage is equal to ten percent (10%) of the Work complete.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five

percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1, 2.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.

- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: 2018 Beverly Street Improvements – Sheets 1 – 9

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

APPROVED AS TO FORM:

(2018 Beverly Street Improvements, Project 17-083)

*Fleur D. Tremel*

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

ATTEST:

CONTRACTOR:

Treto Construction, LLC

PO Box 50610

Casper, WY 82609

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

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

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

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

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

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

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor





progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

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

TOTAL BASE BID, IN NUMERALS: \$ 636,510.00  
TOTAL BASE BID, IN WORDS: Six hundred thirty-six thousand five  
hundred ten and 00/100----- DOLLARS.

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

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

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

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

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC  
P.O. Box 50610  
Casper, WY 82609

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

Submitted on April 3, 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: Treto Construction, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: German G. Treto *German G. Treto* (seal)

Managing Member  
(Title)

(Seal)

Attest: *Cristina Treto*

Business Address: P.O. Box 50610  
5251 Gladstone St.  
Casper, WY 82609

Phone Number: 307-237-8836

A JOINT VENTURE

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

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

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

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

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

**BID SCHEDULE**  
**2018 BEVERLY STREET IMPROVEMENTS**  
 Project No. 17-083

Bid Date: April 3, 2018

COMPANY NAME: Treto Construction, LLC

ADDRESS: P.O. Box 50610 Casper, WY 82609

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

LS = Lump Sum

R&R = Remove and Replace

LF = Linear Feet

F&I = Furnish and Install

SY = Square Yard

FA = Force Account

CY = Cubic Yard

EA = Each

<b>BASE BID SCHEDULE</b>					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	50,000.00	50,000.00
2	F&I Temporary Traffic Control	LS	1	25,000.00	25,000.00
3	Miscellaneous Landscaping & Irrigation Repairs	LS	1	5,000.00	5,000.00
4	Materials Testing (Asphalt Paving Sections)	LS	1	10,000.00	10,000.00
5	F&I One-Cent Project Signs	EA	4	1,000.00	4,000.00
6	Relocate Existing Pedestrian Crosswalk Traffic Signal	EA	1	10,500.00	10,500.00
7	F&I New Pedestrian Crosswalk Pedestal & Button	EA	1	2,700.00	2,700.00
8	F&I New Stop Sign & Flashing Red Beacon	EA	2	3,845.00	7,690.00
9	F&I 2'x8' White Crosswalk Pavement Marking (Tape)	EA	46	350.00	16,100.00
10	F&I 2' Wide White Stop-Bar Pavement Marking (Tape)	LF	60	60.00	3,600.00
11	F&I White Left Turn Arrow Pavement Marking (Tape)	EA	4	650.00	2,600.00
12	Remove Asphalt Surfacing by Cold Milling	SY	14,375	2.00	28,750.00
13	R&R Full Depth Asphalt to Concrete Street Section (10"/4")	SY	340	80.00	27,200.00
14	F&I Separation/Stabilization Fabric	SY	340	2.00	680.00
15	R&R Asphalt Section as Patch (4"/8")	SF	540	7.50	4,050.00
16	F&I 2" Asphalt Overlay	TON	1,800	85.00	153,000.00
17	Adjust Manhole Top & Install 5'x5' Concrete Diamond w/ New Lid	EA	11	750.00	8,250.00
18	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	24	300.00	7,200.00
19	R&R Type B Concrete Curb & Gutter	LF	50	22.00	1,100.00
20	R&R Concrete Valley Gutter (7"/4")	SF	1,610	6.00	9,660.00
21	R&R Concrete Approach 6'-3" Wide (6"/4")	LF	300	40.00	12,000.00
22	R&R Concrete Curbwalk 6'-3" Wide (4"/4")	LF	250	40.00	10,000.00
23	R&R Concrete Fillet w/ Type I or III ADA Ramp	SF	5,335	6.00	32,010.00
24	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	20	150.00	3,000.00
25	F&I 12" PVC Storm Sewer Pipe	LF	52	35.00	1,820.00
26	R&R Standard Curb Inlet Catch Basin & Grate	EA	2	3,000.00	6,000.00
27	R&R 12" Waterline	LF	990	35.00	34,650.00
28	R&R 8" Waterline	LF	170	35.00	5,950.00
29	F&I 12" Gate Valve	EA	1	3,000.00	3,000.00
30	F&I 8" Gate Valve	EA	4	2,000.00	8,000.00
31	F&I 12"x8" DI Tee	EA	3	1,000.00	3,000.00
32	F&I 8"x6" Reducer	EA	2	1,000.00	2,000.00
33	12" Waterline Connection	EA	2	5,000.00	10,000.00
34	8" or 6" Waterline Connection	EA	3	5,000.00	15,000.00
35	F&I New Fire Hydrant Assembly	EA	2	6,500.00	13,000.00
36	F&I Cathodic Protection System	LS	1	5,000.00	5,000.00
37	F&I Select Backfill for Waterline Trench	LF	1,200	30.00	36,000.00
38	R&R 10' Wide Waterline Trench Patch (4"/8")	LF	1,180	50.00	59,000.00
<b>TOTAL BASE BID</b>					<b>636,510.00</b>

RESOLUTION NO.18-94

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE 2018 BEVERLY STREET IMPROVEMENTS, PROJECT NO. 17-083.

WHEREAS, the City of Casper desires to make utility and surfacing improvements to Beverly Street from 4<sup>th</sup> Street to 12<sup>th</sup> Street; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the 2018 Beverly Street Improvements, Project 17-083; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Treto Construction, LLC, for those services, in the amount of Six Hundred Thirty-Six Thousand Five Hundred Ten and 00/100 Dollars (\$636,510.00).


BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Six Hundred Thirty-Six Thousand Five Hundred Ten and 00/100 Dollars (\$636,510.00), and Thirty-Three Thousand Four Hundred Ninety and 00/100 Dollars (\$33,490.00) for a construction contingency account, for a total price of Six Hundred Seventy Thousand and 00/100 Dollars (\$670,000.00).

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

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

APPROVED AS TO FORM:

(2018 Beverly Street Improvements, Project 17-083)



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

April 5, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Timothy Cortez, Parks and Recreation Director  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Geer Investments, LLC, in the Amount of \$24,000.00, for the Casper Events Center 2018 Seating Replacement, Project No. 17-076.

Meeting Type & Date  
Regular Council Meeting  
May 1, 2018

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Geer Investments, LLC, for construction of the Casper Events Center 2018 ADA Seating Deck Upgrades, Project No. 17-076, for the base bid amount of \$24,000.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$2,000.00, for a total project amount of \$26,000.00.

Summary

On April 5, 2018, two (2) bids were received for the construction of the Casper Events Center 2018 ADA Seating Deck Upgrades Project. The bid for the work is as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Geer Investments, LLC</b>	<b>Gillette, Wyoming</b>	<b>\$24,000.00</b>
Double D Welding & Fabrication	Mills, Wyoming	\$34,440.00

The Engineering Office estimate for the project was \$28,000.00.

The Casper Events Center has planned multiple projects to improve accessibility, security and quality for users of the facility. In recent years requests have been made by the event patrons to increase the quantity and quality of ADA seating capabilities in the arena. This new project will provide ADA seating areas at twelve (12) locations at the concourse level spread evenly throughout the arena. The project involves fabrication of metal decking, anchoring the new decking to the existing concrete riser below the concourse level, and making minor vertical adjustment for smooth transition from the concrete surface to the metal surface. Construction of the improvements is to be substantially complete by July 20, 2018.

Financial Considerations

Funding for the project will be from County-wide Consensus Grant funds allocated to Casper Events Center Projects.

Oversight/Project Responsibility

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

Attachments

Resolution

Agreement

Bid Form



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

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Geer Investments, LLC, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make improvements to ADA seating availability within the Casper Events Center; and,

WHEREAS, Geer Investments, LLC, is able and willing to provide those services specified as the City of Casper, Casper Events Center 2018 ADA Seating Improvements, Project No. 17-076.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Casper Events Center 2018 ADA Seating Improvements, Project No. 17-076.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 7, 2018, (1<sup>st</sup> set of six decks), July 20, 2018, (2<sup>nd</sup> set of six decks), and completed and ready for final payment in accordance with Article 14 of the General Conditions by July 27, 2018.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in

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

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made so the current retainage is equal to ten percent (10%) of the Work complete.

5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work

which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).

- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: None

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

APPROVED AS TO FORM:

*(Casper Events Center 2018 ADA Seating Improvements, Project 17-076)*

Walter Tremel

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

ATTEST:

CONTRACTOR:

Geer Investments, LLC

PO Box 1175

Gillette, WY 82717

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

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

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

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

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

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

Fleur D. Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:       City of Casper  
  **Casper Events Center 2018 ADA Seating Improvements**  
  **Project No. 17-076**

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **June 1, 2018**, and completed and ready for final payment not later than **June 15, 2018**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. <u>  1  </u>	Dated <u>  3-30-18  </u>
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

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

TOTAL BASE BID, IN NUMERALS: \$ 24,000.00  
TOTAL BASE BID, IN WORDS: Twenty-Four Thousand  
and 00/100 DOLLARS.

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

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

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

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

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 1.0. Box 1175  
Coillutte way  
82717



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

Submitted on April 5<sup>th</sup>, 2018.

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

IF BIDDER IS:

AN INDIVIDUAL

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

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

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

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

A PARTNERSHIP

By: CoER Investments LLC (seal)  
(Firm's Name)

Blake CoER  
(General Partner)

Business Address: P.O. Box 1175  
Georgetown, WV 25877  
\_\_\_\_\_

Phone Number: 307.686.5001

A CORPORATION OR LIMITED LIABILITY COMPANY

By: CORR Investments LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

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

(Title)

(Seal)

Attest: \_\_\_\_\_

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

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

A JOINT VENTURE

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

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

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

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

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

**BID SCHEDULE**  
**CASPER EVENTS CENTER 2018 ADA SEATING IMPROVEMENTS**  
 Project No. 17-076

Bid Date: February 16, 2018

COMPANY NAME: Geer Investments, LLC dba Geer Fabrication Services  
 ADDRESS: PO Box 1175  
Gillette, WY 82717

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

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

ITEM NO.	BASE BID SCHEDULE DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization/Insurance/Bonding	LS	1	2000.00	2000.00
2	Remove & Dispose of Existing Concrete Platforms (6 Locations)	LS	1	6000.00	6000.00
3	F&I New ADA Seating Platforms (12 Locations)	LS	1	14,000.00	14,000.00
<b>TOTAL BASE BID</b>					<b>24,000.00</b>

RESOLUTION NO.18-95

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GEER INVESTMENTS, LLC, FOR THE CASPER EVENTS CENTER 2018 ADA SEATING DECK UPGRADES, PROJECT NO.17-076.

WHEREAS, the City of Casper desires to make improvements to ADA seating availability within the Casper Events Center; and,

WHEREAS, Geer Investments, LLC, is able and willing to provide those services specified as the Casper Events Center 2018 ADA Seating Deck Upgrades, Project No. 17-076; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than One Thousand Dollars (\$1,000.00), 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 Geer Investments, LLC, for those services, in the amount of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00).

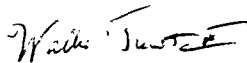
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Twenty-Four Thousand and 00/100 Dollars (\$24,000.00), and Two Thousand and 00/100 Dollars (\$2,000.00) for a construction contingency account, for a total price of Twenty-Six Thousand and 00/100 Dollars (\$26,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of One Thousand Dollars (\$1,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(Casper Events Center 2018 ADA Seating Deck Upgrades, Project No. 17-076)



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

April 12, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, AICP, City Planner  
SUBJECT: Wireless Communications Facilities Fee Resolution

Meeting Type & Date:

Regular Council Meeting, May 1, 2018.

Action type:

Resolution.

Recommendation:

That Council, by resolution, establish application fees for the review of Wireless Communications Facilities.

Summary:

The City Council has authority to establish fees for City services to defer the cost of said services, project reviews and administration. With the approval of the recent update to Section 17.12.124, brand new procedures have been adopted for the review of wireless communication towers and facilities. Application fees must be established for the two (2) new types of wireless facilities that will be reviewed.

The first type of application is referred to in the Code as an “Eligible Facilities Request”, or a “Wireless Facility Modification.” These types of requests can be considered minor changes to an existing tower or facility, such as co-locations, additional antenna arrays, or slight changes in tower height. These applications will be reviewed administratively. The second type of application is for new construction of towers, or for significant alterations to existing towers, and is referred to in the Code as a “Wireless Communication Facility Application.” In that the land use implications are greater, these types of applications may require approval of the Planning and Zoning Commission and the City Council, depending on the location and height of the towers.

The Community Development Department’s Planning/Engineering fees currently range from \$200 for a Minor Boundary Adjustment (lot line adjustment) up to \$2,300 for PUD (Planned Unit Development) site plan reviews. Staff is proposing a \$500 application fee for “Eligible Facilities Requests,” and a \$2,000 application fee for new towers, or significant alterations. For comparison purposes, Eligible Facilities Requests are most similar to conditional use permit and variances/exceptions, which have \$600 application fees. A new tower would be most similar to a site plan request, which costs \$2,000 if the site plan is complex enough, and large enough, to warrant Planning Commission and City Council review. Built into the proposed fee structure is

a financial incentive for wireless companies to propose co-locations on existing towers, and for utilizing existing facilities rather than constructing new wireless towers.

Financial Considerations

The proposed fees will adequately cover the cost of providing City review and oversight. On average, the Community Development Department sees approximately 4-5 minor applications, and 1-2 new towers a year; however, the number of wireless facilities applications are expected to rise based on increasing demand and evolving technologies.

Oversight/Project Responsibility

Craig Collins, City Planner, will be responsible for processing wireless facilities applications.

Attachments

Resolution

RESOLUTION NO. 18-96

A RESOLUTION ESTABLISHING APPLICATION FEES FOR  
THE CITY'S REVIEW OF WIRELESS COMMUNICATIONS  
FACILITIES

WHEREAS, the City Council has the authority to, by resolution, set or amend fees intended to help defer the cost of project reviews and administration for Community Development Department Services; and,

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

WHEREAS, it is the desire of the governing body of the City of Casper to establish reasonable fees for the review of applications for wireless communications facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That application fees for wireless communications facilities are hereby established as follows:

"Eligible Facilities Request – Wireless Facility Modification" - \$500 per site.

"Wireless Communication Facility Application" - \$2,000 per site.

Macro Tower Registration Fee – \$1,000 (*one-time fee per tower, payable upon approval*).

- ❖ After-the-fact permits (*development initiated before review and approval of a complete application*) may be assessed double the initial fee.
- ❖ Additional standard Community Development Department application fees may apply if a conditional use permit or exception are required. Standard valuation-based building permit fees also apply.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

Wireless Communications Facilities  
Fee Resolution - 2018

ATTEST:

A Municipal Corporation

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Fleur D. Tremel  
City Clerk


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Ray Pacheco  
Mayor

Wireless Communications Facilities  
Fee Resolution - 2018



April 25, 2018

MEMO TO: His Honor, Mayor Ray Pacheco, and Members of City Council  
FROM: J. Carter Napier, City Manager   
SUBJECT: Westside Post Office Resolution

Meeting Type & Date  
Council Meeting, May 1, 2018

Recommendation

That Council, by resolution authorize, a request to Wyoming's federal delegation to support the opening of a federal post office located in the western part (Ward II) of Casper.

Summary

In light of the recent closure, Casper resident, Brian G. Clark sees the need for a post office on the West Side of Casper. City Council has agreed to support this request to the federal delegation.

Previously, there had been a post office located in Smith's Grocery store at 2405 CY Avenue. The closure of this post office has forced a number of Casper citizens either to drive to the main post office on Forest Drive or to utilize the small post office in Mills. Mr. Clark and other residents believe a post office on Casper's West Side would better serve the citizens of Casper.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

J. Carter Napier, City Manager, Sponsored by Councilman Charlie Powell

Attachments

Resolution

RESOLUTION NO. 18-97

A RESOLUTION SUPPORTING THE CONSTRUCTION OF A UNITED STATES POST OFFICE ON CASPER'S WESTSIDE.

WHEREAS, previously, there was a post office branch on the West Side of Casper; and,

WHEREAS, the West Side branch has been closed, forcing a significant number of citizens to utilize the undersized Mills Post Office or drive a much longer distance to the main office; and,

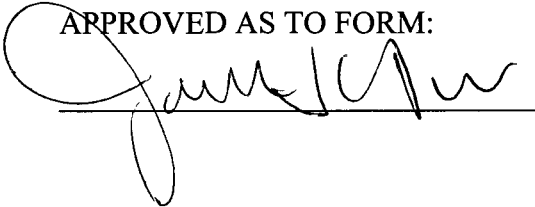
WHEREAS, The City Council believes a West Side post office is warranted to serve the number of citizens living in this area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper City Council requests Wyoming's federal delegation support the opening of a Federal Post Office located in the western part (Ward II) of Casper.

SPONSORED BY Councilman Charlie Powell

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

April 23, 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 One (1) New One Ton Crew Cab Pickup Truck with 8' Bed and Accessories, in the Total Amount of \$52,278.00, Before the Trade-in Allowance, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date  
Regular Council Meeting  
May 1, 2018

Action type  
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new one ton crew cab pickup truck with 8' bed and accessories, from Fremont Motor Company, Casper, Wyoming, to be used in the Solid Waste Division of the Public Services Department, in the total amount of \$52,278.00, before the trade-in allowance.

Summary

On April 3, 2018 bids were requested for one (1) new one ton crew cab pickup truck with an 8' bed and specialty safety equipment, snow plow, and lift tailgate. On April 19, 2018, five (5) bids were received from Wyoming vendors. The purchase of this truck will replace one (1) 2008 Ford pickup truck that no longer meets the needs of the operation and is due for replacement by age.

This truck will be utilized daily for litter control and winter snow removal at the recycling depots as well as the Solid Waste Facility.

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>
(1) Dodge Ram 3500 Pickup Truck with Accessories by Able Equipment	Fremont Motors Casper, WY	\$52,278	\$8,280	\$43,998

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) Ford F350 Pickup Truck with Accessories by Able Equipment	Fremont Motors Lander, WY	\$54,138	\$9,500	\$44,638
(1) Ford F350 Pickup Truck with Accessories by Able Equipment	Fremont Motors Sheridan, WY	\$54,115	\$8,280	\$45,835
(1) Dodge Ram 3500 Pickup Truck with Accessories by Ameritech	Fremont Motors Casper, WY	\$56,047	\$8,280	\$47,767
(1) Ford F350 Pickup Truck with Accessories by Ameritech	Fremont Motors Sheridan, WY	\$57,886	\$8,280	\$49,606

The recommended purchase of this Dodge Ram pickup with Accessories from Fremont Motors in Casper, WY meets all of the required specifications for the new one ton crew cab pickup truck.

Financial Considerations

This purchase was approved in the FY18 adopted budget and is funded by Refuse Collection Fund Reserves.

Oversight/Project Responsibility

This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent, after the fully assembled vehicle is received.

Attachments

No Attachments

March 19, 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 One (1) New Rough Cut Mower, in the Total Amount of \$46,085.00, Before the Trade-in Allowance, for Use by the Municipal Golf Course Section of the Parks and Recreation Department.

Meeting Type & Date  
Regular Council Meeting  
May 1, 2018

Action type  
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new rough cut mower, from Midland Implement Co. Inc., Billings, Montana, to be used in the Municipal Golf Course Section of the Parks and Recreation Department, in the total amount of \$46,085.00, before the trade-in allowance.

Summary

On April 2, 2018 bids were requested for one (1) new or used rough cut mower. On April 18, 2018, two (2) bids were received from Wyoming and out of state vendors for new mowers.

The purchase will replace a 2000 Jacobson rotary mower due for replacement by age and hours. This new mower will be utilized daily to maintain all of the rough turf at the Casper Municipal Golf Course.

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

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) Rough Cut Mower Toro Groundsmaster	Midland Implement Co. Billings, MT	\$46,085	\$500	\$45,585
(1) Rough Cut Mower John Deere TerrainCut	Stotz Equipment Casper, WY	\$59,508	\$2000	\$57,508

The recommended purchase of this Toro Groundsmaster rough mower from Midland Implement Co., Inc. complies with the intent of all the specifications for a new rough cut mower.

Financial Considerations

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

Oversight/Project Responsibility


This purchase will be made by Zulima Lopez, Assistant Support Services Director, with oversight being transferred to Jason Ostlund, Golf Course Superintendent, after the equipment is received.

Attachments

No Attachments

April 24, 2018

MEMO TO: Members of the Casper City Council

FROM: Ray Pacheco, Mayor of the City of Casper 

SUBJECT: Appointing Councilwoman Kenyne Humphrey to the Central Wyoming Regional Water System Joint Powers Board for the Remainder of a Three (3) Year Term Expiring December 31, 2019

Meeting Type & Date

Regular Council Meeting, May 1, 2018

Action Type

Minute Action

Recommendation:

That Council, by minute action, authorize the appointment of Councilwoman Kenyne Humphrey to the Central Wyoming Regional Water System Joint Powers Board, for the remainder of one (1), three (3) year term expiring December 31, 2019.

Summary:

Councilman Todd Murphy was appointed to the Regional Board in December 2016. His resignation from Council has left an open seat on the Central Wyoming Regional Water System Joint Powers Board. Councilman Bob Hopkins agreed to fill the position until a replacement could be found. Councilwoman Kenyne Humphrey has agreed to become the permanent member of the joint powers board.

It is recommended that Council appoint Councilwoman Kenyne Humphrey to fill this position effective immediately. Her appointment will be for the remainder of the current three (3) year term expiring December 31, 2019.

Financial Considerations

There are no financial considerations with this action.

Oversight/Project Responsibility

Mayor Ray Pacheco

Attachments

No attachments