

# **COUNCIL MEETING AGENDA**

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**Casper City Council  
City Hall, Council Chambers  
Tuesday, November 6, 2018, 6:00 p.m.**



## **COUNCIL POLICY PUBLIC STATEMENTS**

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a Written Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications From Persons Present.
- III. When Speaking to the City Council Please:
  - Clearly State Your Name and Address.
  - Direct all questions/comments to the Mayor and only the Mayor.
  - No personal attacks on staff or Council.
  - Speak to the City Council with Civility and Decorum.
- 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**

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3. CONSIDERATION OF MINUTES OF THE OCTOBER 16, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON OCTOBER 23, 2018

4. CONSIDERATION OF BILLS AND CLAIMS

a. Conflict Claims – Councilmember Powell Travel Reimbursement

5. BRIGHT SPOTS IN OUR COMMUNITY – MIKE YARGER – STROKE AWARENESS AND ACTION

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish November 20, 2018, as the Public Hearing Date for Consideration of:

a. Ordinance to **Vacate Portions of South Oak Street, South Elm Street, West 8<sup>th</sup> Street, West 9<sup>th</sup> Street, West 10<sup>th</sup> Street, Two Alleys** Located in **Block 84, Casper Addition**, an **Alley** Located in **Block 92, Casper Addition**, and a Portion of an **Alley** Located in **Block 93, Casper Addition**.

8. PUBLIC HEARING

A. Ordinance

1. **Annexation and Plat** a Portion of the S1/2NW1/4, Section 9, Township 33 North, Range 79 West, 6th P.M., Natrona County Wyoming, and a Vacation and Replat of Lot 2, Block 1 and Lot 1, Block 2, Bailey Addition No. 2 and Lot 1 Stoval Brothers Addition, to Create **State Office Building Addition**, Comprising 11.06 Acres, More or Less, Located at 444 West Collins Drive, and Consideration of a Request to Establish the **Zoning** of the Subdivision as City Zoning Classification OYDSPC (Old Yellowstone District and South Poplar Corridor).

2. **Panhandling** Ordinance – Updating Regulations.

3. Possession of **Motor Vehicle Operator’s License** – Repealing and Replacing Ordinance.

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9. THIRD READING ORDINANCE

A. Amending Casper Municipal Code Section 5.08.320 – **Hours of Sale of Alcoholic Liquors or Malt Beverages**, Uniform for Each Day of the Week.

1. Communications from Persons Present

10. SECOND READING ORDINANCE

A. Qwest Corporation, d/b/a **CenturyLink QC, Franchise**.

1. Communications from Persons Present

11. RESOLUTIONS

A. Consent

1. Anti-Bullying and Harassment Resolution.
2. Authorizing the Submission of a **Wyoming Business Council Grant**, in an Amount of \$3,000,000, for the **Midwest Avenue Reconstruction – Elm Street to Walnut Street Project**.
3. Authorizing the Mayor to Sign the **Certified Local Government FY19 Grant Application for Historic Preservation Funds**.
4. Authorizing **Consent to the Sublease of License Agreement** between City of Casper and **NCWPCS MPL, 33- Year Sites Tower Holdings, LLC** (an AT&T Entity) for a Cell Tower at **1903 North Poplar Street**.
5. Accepting a **Utility Easement** from **Natrona County School District No. 1** for Maintenance of Underground Utilities within the Natrona County High School Campus.
6. Authorizing Amendment No. 1 to the Cooperative Agreement with the **Wyoming Department of Transportation** for the **Interstate 25 & Shoshoni Interchange Landscaping Project**.
7. Authorizing Amendment No. 2 to the Professional Services Agreement with **Stevens Engineering, Inc.**, in the Amount of \$51,700, for the **Casper Ice Arena Chiller System Replacement Project**.
8. Authorizing a Contract for **Outside-City Sewer Service** with **GEO Group, Inc.**

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11. RESOLUTIONS (continued)

A. Consent

9. Authorizing Change Order No. 4 with **Caspar Building Systems, Inc.**, in the Amount of \$29,508.97 for the **Fire-EMS Station No. 5 Project**.
10. Authorizing an Agreement with **Andreen Hunt Construction, Inc.**, in the Amount of \$256,645, for the **Lower Eastdale Creek Channel Improvements-Phase 2 Project**.
11. Authorizing Change Order No. 2 with **Wayne Coleman Construction, Inc.**, in the Amount of \$41,500, and a Time Extension of Seven (7) Days, as Part of the **Fairdale Avenue Improvements Project**.
12. Authorizing the Acceptance of a Grant from the **Edward Byrne Memorial Justice Assistance Grant**, From the Department of Justice, Bureau of Justice Assistance, in the Amount of \$28,173, to be Used for **Miscellaneous Equipment**.
13. Authorizing the Acceptance of a Grant Award from the **Wyoming Office of Homeland Security**, in the Amount of \$10,041, to be Used to Purchase **Breaching Tools**.
14. Authorizing an Agreement with **Children's Advocacy Project** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$11,421.45, to provide human services.
15. Authorizing an Agreement with **Wyoming Senior Citizens, Inc.** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$4,702.95, to provide human services.
16. Authorizing an Agreement with **Self Help Center, Inc.** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$15,452.55, to provide human services.
17. Authorizing an Agreement with **Wyoming Rescue Mission** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$25,060.01, to provide human services.
18. Authorizing an Agreement with **Central Wyoming Hospice and Transitions** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$6,718.50, to provide human services.

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11. RESOLUTIONS (continued)

A. Consent

19. Authorizing an Agreement with **Brain Injury Alliance of Wyoming** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$2,687.40, to provide human services.
20. Authorizing an Agreement with **Community Action Partnership of Natrona County** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$30,000.00, to provide human services.
21. Authorizing an Agreement with **Central Wyoming Senior Services, Inc.** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$12,093.30, to provide human services.
22. Authorizing an Agreement with **Natrona County Meals on Wheels** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$8,062.20, to provide human services.
23. Authorizing an Agreement with **Youth Crisis Center, Inc.** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$ 6,718.50, to provide human services.
24. Authorizing an Agreement with **Mercer Family Resource Center** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$11,253.49, to provide human services.
25. Authorizing an Agreement with **CASA of Natrona County** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$8,734.05, to provide human services.
26. Authorizing an Agreement with **Mother Seton Housing, Inc.** for **1%#15 CAP Orphaned Agency Funding in FY 19**, in the amount of \$20,000, to provide human services.
27. Authorizing an Agreement with **Interfaith of Natrona County** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$50,000, to provide human services.
28. Authorizing an Agreement with **Casper Area Transportation Coalition** for **1%#15 CAP Orphaned Agency Funding** in FY 19, in the amount of \$29,338, to provide human services.

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12. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of Two (2) New **3/4 Ton 4x4 Cab and Chassis**, from **Greiner Ford** of Casper, Wyoming, in the Total Amount of \$61,276, Before Trade-in Allowance, for Use by the Metro Animal Control Division of the Casper Police Department.
2. Appointing **Ruth Heald, Emil Gercke, Christy Aksamit, Cathleen Stepp, Jared Fehringer**, and Reappointing **Robin Broumley** to the **Citizen's Transportation Advisory Commission** with Terms Expiring December 31, 2021.

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

14. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL AND LAND ACQUISITION

15. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

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

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

**Work sessions**

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

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

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
October 16, 2018

1. ROLL CALL

Casper City Council met in regular session at 6:08 p.m., Tuesday, October 16, 2018. Present: Councilmembers Huber, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco. Absent: Councilmember Hopkins. Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action, excuse the absence of Councilmember Hopkins. Motion passed.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the October 2, 2018, regular Council meeting, as published in the Casper-Star Tribune on October 10, 2018. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Powell, seconded by Councilmember Huber, to, by minute action, approve the minutes of the October 2, 2018, executive session. Motion passed.

5. BILLS AND CLAIMS

Moved by Councilmember Walsh, seconded by Councilmember Humphrey, to, by minute action, approve payment of the October 16, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 10/16/18		
AAALandscaping	Services	\$559.56
AllTrees	Services	\$197.90
AMBI	Services	\$1,922.66
Ameritech	Services	\$5,052.01
AndrnHunt	Services	\$19,775.00
AWhite	Reimb	\$200.81
Balefill	Services	\$158,883.81
BankOfAmerica	Goods	\$261,772.66
BCobler	Refund	\$56.79
BHEnergy	Services	\$12,719.07
Brenntag	Goods	\$43,785.34
Carus	Goods	\$4,374.00
CasparBuildSystems	Services	\$747,156.93
CasperPubSafetyComm	Services	\$5,624.50
CasperPubUtilities	Services	\$135.95
CATC	Funding	\$150,845.09
CCarpenter	Reimb	\$147.58

Centurylink	Services	\$17,172.05
Ch2mHill	Services	\$1,782.06
CIGNA	Services	\$11,871.99
CirqueEnt	Refund	\$60.00
CityofCasper	Services	\$25,465.57
CivilEngineeringProfessionals	Projects	\$38,098.86
CLewallen	Refund	\$53.07
CommTech	Goods	\$62,582.92
COPWY	Refund	\$78.74
Dell	Goods	\$9,094.09
DeltaDental	Services	\$30,292.30
DHartPatrolSvc	Services	\$33,378.04
DPCIndustries	Goods	\$14,074.58
DvdsnFxdMgmt	Services	\$7,602.35
E Becher	Reimb	\$228.00
EJacobs	Reimb	\$75.00
EMBGolfCarts	Goods	\$130.64
EngDsgnAssoc	Services	\$125.00
EnvironmentalCivilSolutions	Services	\$10,963.25
FHiday	Reimb	\$193.72
FirstData	Services	\$3,799.67
FirstInterstateBank	Services	\$2,032.98
FirstInterstateBank	Services	\$452.51
FremontMtrCo	Services	\$33,128.46
GlobalSpect	Funding	\$114,265.46
GMarshInc	Services	\$14,936.40
GSGArchitecture	Services	\$15,482.03
Hein-Bond	Services	\$23,850.01
HighPlainsConstruction	Goods	\$446.58
Hitek	Services	\$2,856.00
Homax	Goods	\$88,875.80
ImgtnStn	Refund	\$56.26
InbergMillerEngineers	Services	\$1,292.50
J Tremel	Reimb	\$500.00
JJones	Reimb	\$209.17
JTLGroup	Services	\$43,862.33
KellySvcs	Services	\$1,768.80
KJohnston	Reimb	\$65.00
KubwaterResources	Goods	\$5,398.90
LCChance	Refund	\$41.90
LisasSpicnSpan	Services	\$1,400.00
LnclnNtlLife	Services	\$266.13
LongBuildingTech	Services	\$168.15



LXue	Refund	\$45.62
MCCI	Services	\$10,273.20
McMurryReadyMix	Goods	\$379.75
MillsPolice	Services	\$125.33
MLeyba	Reimb	\$35.05
MSpaulding	Reimb	\$75.00
NationalBenefitServices	Services	\$381.10
NHealth Dept	Funding	\$45,000.00
NCOff	Funds	\$154,181.50
NCSheriffsOffice	Funding	\$125.33
NKaiser	Reimb	\$75.00
OfficeStateLands	Services	\$673,544.85
OneCallofWy	Services	\$537.00
Pepsi	Goods	\$511.84
PostalPros	Services	\$12,510.82
PTaylor	Refund	\$43.22
RecycledMaterials	Services	\$31,266.25
RegionalWater	Services	\$808,543.16
ResourceManagement	Goods	\$718.25
RNR Rescur	Services	\$36,000.00
RockyMtnPower	Services	\$79,817.85
RodBarstadsPnt	Services	\$6,721.61
RprtnoSyst	Services	\$11,953.00
SamParsonsUpholstery	Services	\$117.00
SChaney	Reimb	\$1,875.68
Smarsh	Services	\$3,379.50
SonTrustDev	Refund	\$750.00
Stateline7	Services	\$5,210.00
StateofWy-DCI	Services	\$15.00
TretoConstruction	Projects	\$97,876.85
TrihydroCorp	Projects	\$17,559.48
UltraMax	Goods	\$7,865.00
Veris	Services	\$3,385.00
VisionServicePlan	Services	\$1,611.42
VKyser	Refund	\$25.05
WasteWaterTreatment	Funding	\$388,994.19
WayneColemanConstruction	Projects	\$50,088.34
WebWareSol	Subscrip	\$4,500.00
WERCSCcommunications	Services	\$2,011.01
WesternWaterConsult	Services	\$5,320.63
WH LLC	Services	\$1,975.61
WKammerer	Reimb	\$61.58
WorthingtonLenhart&Carpenter	Services	\$20,495.98

WyDeptRevenue	Taxes	\$85,057.11
WYDOT	Services	\$35.11
		\$4,602,761.20

**6. COMMUNICATIONS FROM PERSONS PRESENT**

Individuals addressing the Council were: Jamie Bates, Indian Paintbrush, requesting that the language in the panhandling ordinance be specific and offering suggestions; Dennis Steensland, 533 S. Washington, asking for further information on the change order on the agenda; and Tracy Lamont, 721 E. 12<sup>th</sup>, complimenting those involved with the cleanup of a burned property on Casper Mountain as well as Ponderosa Park.

**7. ESTABLISH PUBLIC HEARINGS**

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by minute action, establish November 6, 2018, as the public hearing date for the consideration of:

a. Annexation and plat a portion portion of the S1/2NW1/4, Section 9, Township 33 North, Range 79 West, 6<sup>th</sup> P.M., Natrona County Wyoming, and a vacation and replat of Lot 2, Block 1 and Lot 1, Block 2, Bailey Addition No. 2 and Lot 1 Stoval Brothers Addition, to create State Office Building Addition, comprising 11.06 acres, more or less, located at 444 West Collins Drive, and consideration of a request to establish the zoning of the subdivision as City zoning classification OYDSPC (Old Yellowstone District and South Poplar Corridor);

a. Panhandling Ordinance - Updating Regulations;

b. Possession of motor vehicle operator’s license – repealing and replacing ordinance; and

Establish December 18, 2018 as the public hearing date for consideration of annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of the State Office Building Addition complies with W.S. 15-1-402.

1. Resolution.

2. Third reading ordinance approving annexation, and zoning of the State Office Building Addition.

Motion passed.

**8.A PUBLIC HEARING - FRANCHISE**

Mayor Pacheco opened the public hearing for the consideration of the Qwest Corporation, d/b/a Century Link telecommunications franchise. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated September 25, 2018. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving the telecommunications franchise, the public hearing was closed.

Following ordinance read:

**ORDINANCE NO. 19-18**  
**AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION D/B/A CENTURYLINK QC TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF CASPER, WYOMING.**

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

**8.B PUBLIC HEARING – RESTAURANT LIQUOR LICENSE**

Mayor Pacheco opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 40, for Yang & Zhang, Inc., d/b/a Lime Leaf Asian Bistro, located at 845 East 2nd Street. City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated September 28, 2018; an affidavit of publication, as published in the Casper-Star Tribune, dated October 8, 2018; an affidavit of website publication, as published on the City of Casper website, dated October 1, 2018; an affidavit of notice of conspicuous posting, as posted at 845 East 2<sup>nd</sup>, dated October 4, 2018; and the liquor license application filed September 24, 2018. City Manager Napier provided a brief report. Speaking in support was Mary Gray, 545 Pineview. There being no others to speak for or against the issues involving Restaurant Liquor License No. 40, the public hearing was closed. Moved by Councilmember Johnson, seconded by Councilmember Humphrey, to, by minute action, authorize the issuance of Restaurant Liquor License No. 40. Motion passed.

**9. THIRD READING ORDINANCE**

Following ordinance read:

**ORDINANCE NO. 17-18**

**AN ORDINANCE REPEALING AND REPLACING SECTION 5.24.070 OF THE CASPER MUNICIPAL CODE PERTAINING TO THE GUEST REGISTRATION OF HOTELS, MOTELS AND ROOMINGHOUSES.**

Councilmember Morgan presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Walsh. There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

**10. SECOND READING ORDINANCE**

Following ordinance read:

**ORDINANCE NO. 18-18**

**AN ORDINANCE AMENDING SECTION 5.08.320 – HOURS OF SALE OF ALCOHOLIC BEVERAGES– OF THE CASPER MUNICIPAL CODE.**

Councilmember Johnson presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Morgan. City Manager Napier provided a brief report. No one spoke regarding the ordinance and there was no discussion or amendments. Councilmember Walsh voted nay, motion passed.

**11. CONSENT RESOLUTIONS**

The following resolutions were considered, by consent agenda:

**RESOLUTION NO. 18-217**

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 TO THE AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR THE BALER BUILDING/MRF EXPANSION, PROJECT NO. 13-50.**

RESOLUTION NO. 18-218

A RESOLUTION AUTHORIZING FORM LP-3, ACCEPTANCE CERTIFICATE, FROM THE WYOMING DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION SERVICES RELATED TO THE INTERSTATE 25 & SHOSHONI INTERCHANGE LANDSCAPING PROJECT.

RESOLUTION NO. 18-219

A RESOLUTION AUTHORIZING A FINAL ACCEPTANCE CERTIFICATE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE ROTARY PARK PATHWAY— PHASE II.

RESOLUTION NO. 18-220

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF CASPER AND DENBURY GREEN PIPELINE-RILEY RIDGE, LLC.

Councilmember Morgan presented the foregoing four (4) resolutions for adoption. Seconded by Councilmember Powell. Councilmember Laird voted nay on Resolution No. 18-217. Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Huber wanted to confirm that the painting of green bike lanes did not cost \$1 million. City Manager Napier indicated that it had not cost that much. Councilmember Morgan requested Council purchase small token items for distribution to youth groups or at community events to represent the City. City Manager Napier indicated that some materials are available. Mayor Pacheco directed City Manager Napier to follow up with Council regarding this. Councilmember Laird provided a brief update on a resolution opposing bullying and requested a Chaplain for Council.

13. ADJOURNMENT

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, October 23, 2018, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, November 6, 2018, in the Council Chambers. Moved by Councilmember Laird, seconded by Councilmember Walsh, to, by minute action adjourn. Motion passed. The meeting was adjourned at 6:44 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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<b>A.M.B.I. &amp; SHIPPING, INC.</b>	18-09-433 POSTAGE	\$7.44
	<b>Subtotal for Cost Center City Manager:</b>	<b>\$7.44</b>
	18-09-442 POSTAGE	\$1.65
	<b>Subtotal for Cost Center Council:</b>	<b>\$1.65</b>
	18-09-439 SEPTEMBER POSTAGE FOR MUSEUM	\$6.38
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$6.38</b>	
	18-09-443 POSTAGE AND SHIPPING	\$113.58
	18-08-423 POSTAGE	\$105.67
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$219.25</b>
	<b>Vendor Subtotal:</b>	<b>\$234.72</b>
<b>AAA LANDSCAPING</b>	16220 WEED CONTRACTOR	\$1,301.50
	16408 WEED CONTRACTOR	\$173.65
	16493 WEED CONTRACTOR	\$180.93
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$1,656.08</b>
	<b>Vendor Subtotal:</b>	<b>\$1,656.08</b>
<b>ALBERTA GIRALDO</b>	RIN0028976 INTERPRETER	\$40.00
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$40.00</b>
	<b>Vendor Subtotal:</b>	<b>\$40.00</b>
<b>ALL TREES, LLC</b>	2559 WEED MOWING	\$21.50
	2559 WEED MOWING	\$363.37
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$384.87</b>
	<b>Vendor Subtotal:</b>	<b>\$384.87</b>
<b>ALSUP, JILL M</b>	0031903895 UTILITY REFUND	\$12.77
	<b>Subtotal for Cost Center Water:</b>	<b>\$12.77</b>
	<b>Vendor Subtotal:</b>	<b>\$12.77</b>
<b>AMERICAN TITLE AGENCY,</b>	80-124483 O&E-1129 E C STREET	\$125.00

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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<b>INC.</b>	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$125.00</b>
	<b>Vendor Subtotal:</b>	<b>\$125.00</b>
<b>ANDREEN HUNT CONSTRUCTION, INC.</b>	3900 RETAINAGE 18-061	-\$1,648.00
	<b>Subtotal for Cost Center Capital Projects - Streets:</b>	<b>-\$1,648.00</b>
	3900 #18-061 COULTER DRIVE ALLEY	\$32,960.00
	<b>Subtotal for Cost Center Streets:</b>	<b>\$32,960.00</b>
	<b>Vendor Subtotal:</b>	<b>\$31,312.00</b>
<b>ARCADIS U.S., INC.</b>	0935230 ENGINEERING SERVICES FOR WWTP	\$2,637.15
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$2,637.15</b>
	<b>Vendor Subtotal:</b>	<b>\$2,637.15</b>
<b>ARROWHEAD HEATING &amp; AIR CONDITIONING</b>	11895 SEPTEMBER FILTER CHANGE	\$180.00
	11894 SEPTEMBER FILTER CHANGE	\$143.92
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$323.92</b>
	<b>Vendor Subtotal:</b>	<b>\$323.92</b>
<b>ASBESTOS &amp; TECHNICAL SVCS., LLC.</b>	2016-976 ASBESTOS ABTMNT PANTRY BLDG K	\$1,450.00
	<b>Subtotal for Cost Center Life Steps Campus:</b>	<b>\$1,450.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,450.00</b>
<b>ASPHALT DOCTORS</b>	0031860986 UTILITY REFUND	\$85.00
	0031860986 UTILITY REFUND	\$145.08
	<b>Subtotal for Cost Center Water:</b>	<b>\$230.08</b>
	<b>Vendor Subtotal:</b>	<b>\$230.08</b>
<b>ATLANTIC ELECTRIC, INC</b>	7681 2nd/McKinley light claim #1389	\$6,500.00
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$6,500.00</b>
	<b>Vendor Subtotal:</b>	<b>\$6,500.00</b>

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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<b>B &amp; B SALES &amp; SERVICE</b>	7542 WEED MOWING	\$251.41
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$251.41</b>
	<b>Vendor Subtotal:</b>	<b>\$251.41</b>
<b>BAR-D SIGNS, INC.</b>	34232 HANGING SIGN AND WINDOW LETTER	\$640.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$640.00</b>
	<b>Vendor Subtotal:</b>	<b>\$640.00</b>
<b>BARNETTE, BRI</b>	0031903901 UTILITY REFUND	\$19.86
	<b>Subtotal for Cost Center Water:</b>	<b>\$19.86</b>
	<b>Vendor Subtotal:</b>	<b>\$19.86</b>
<b>BEN MATTILA</b>	RIN0029002A TRAVEL EXPENSES	\$1,098.90
	<b>Subtotal for Cost Center Police:</b>	<b>\$1,098.90</b>
	<b>Vendor Subtotal:</b>	<b>\$1,098.90</b>
<b>BLACK HILLS ENERGY</b>	AP00023210291805 NATURAL GAS	\$380.03
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$380.03</b>
	RIN0028996 GAS SYSTEM GAS COSTS	\$15.75
	RIN0028996 LATE FEES	\$0.83
	AP00022910291805 NATURAL GAS	\$241.27
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$257.85</b>
	AP00018710291805 NATURAL GAS	\$56.21
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$56.21</b>
	AP00018710291805 NATURAL GAS	\$18.73
	AP00018710291805 NATURAL GAS	\$75.58
	AP00018710291805 NATURAL GAS	\$25.28
	<b>Subtotal for Cost Center City Hall:</b>	<b>\$119.59</b>
	AP00023010291805 NATURAL GAS	\$423.89
	<b>Subtotal for Cost Center Fire:</b>	<b>\$423.89</b>
	AP00019410291805 NATURAL GAS	\$624.69

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$624.69</b>
AP00019510291805 NATURAL GAS	\$143.14
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$143.14</b>
AP00018410291805 NATURAL GAS	\$433.95
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$433.95</b>
AP00019210291805 NATURAL GAS	\$397.40
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$397.40</b>
AP00022210291805 NATURAL GAS	\$53.87
<b>Subtotal for Cost Center Parks:</b>	<b>\$53.87</b>
AP00019110291805 NATURAL GAS	\$440.84
<b>Subtotal for Cost Center Recreation:</b>	<b>\$440.84</b>
AP00019310291805 NATURAL GAS	\$17.34
<b>Subtotal for Cost Center Sewer:</b>	<b>\$17.34</b>
AP00022810291805 NATURAL GAS	\$2,159.93
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$2,159.93</b>
AP00023110291805 NATURAL GAS	\$217.60
<b>Subtotal for Cost Center Water:</b>	<b>\$217.60</b>
RIN0028983 ENERGY HEAT	\$1,481.49
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$1,481.49</b>
<b>Vendor Subtotal:</b>	<b>\$7,207.82</b>
<b>BRENNTAG PACIFIC, INC.</b>	
BPI882258 CHEMICAL - FERRIC	\$9,027.28
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$9,027.28</b>
<b>Vendor Subtotal:</b>	<b>\$9,027.28</b>
<b>CARL SEVERANCE</b>	
RIN0029002 WORK BOOT REIMBURSEMENT	\$60.00
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$60.00</b>
<b>Vendor Subtotal:</b>	<b>\$60.00</b>
<b>CAROLINA SOFTWARE</b>	
69413 WASTE WORKS SOFTWARE	\$450.00



# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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69271 AUTO SCALE	\$250.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$700.00</b>

<b>Vendor Subtotal:</b>	<b>\$700.00</b>
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## CASELLE, INC.

90744 CONTRACT SUPPORT & MAINTENANCE	\$75.00
<b>Subtotal for Cost Center Finance:</b>	<b>\$75.00</b>

<b>Vendor Subtotal:</b>	<b>\$75.00</b>
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## CASPER AREA TRANSPORTATION COALITION

2018-902 SEPTEMBER 18 FTA BUS EXPENSES	\$11,528.76
2018-901 SEPTEMBER 18 FTA CATC EXPENSES	\$23,411.91
2018-903 SEPTEMBER 18 CITY CATC EXPENSE	\$23,411.91
2018-904 SEPTEMBER 18 CITY BUS EXPENSES	\$11,528.75
<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$69,881.33</b>

<b>Vendor Subtotal:</b>	<b>\$69,881.33</b>
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## CASPER-ALCOVA IRRIGATION DISTRICT

01-2018 COC ANNUAL CAID BETTERMENT	\$67,824.27
<b>Subtotal for Cost Center Water:</b>	<b>\$67,824.27</b>

<b>Vendor Subtotal:</b>	<b>\$67,824.27</b>
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## CDW GOVERNMENT, INC.

NNT2176 COMPUTER/TOUGHBOOK FOR APO	\$1,761.29
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$1,761.29</b>

<b>Vendor Subtotal:</b>	<b>\$1,761.29</b>
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## CENTRAL WY. SENIOR SVCS., INC.

RIN0028977 FY19 AGENCY FUNDING	\$13,750.00
RIN0028951 FY18 QTR 3&4 AGENCY FUNDING	\$27,500.00
<b>Subtotal for Cost Center Capital Projects - City Manager:</b>	<b>\$41,250.00</b>

<b>Vendor Subtotal:</b>	<b>\$41,250.00</b>
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## CENTURYLINK

RIN0029038 PHONE USE	\$34.92
<b>Subtotal for Cost Center City Hall:</b>	<b>\$34.92</b>

RIN0029038 PHONE USE	\$65.08
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$65.08</b>

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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RIN0029032 PHONE USE	\$491.65
RIN0029038 PHONE USE	\$300.80
RIN0029038 PHONE USE	\$230.39
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$1,022.84</b>
AP000132102218 VOIP	\$1,533.04
RIN0029038 PHONE USE	\$39.69
AP00013210291805 VOIP	\$2,263.84
AP00014310291805 VOIP PHONE	\$356.61
<b>Subtotal for Cost Center Finance:</b>	<b>\$4,193.18</b>
RIN0028988 PHONE USE	\$140.86
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$140.86</b>
RIN0029038 PHONE USE	\$38.90
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$38.90</b>
RIN0028988 PHONE USE	\$154.58
RIN0029038 PHONE USE	\$38.92
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$193.50</b>
RIN0028999 PHONE USE	\$45.78
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$45.78</b>
RIN0029038 PHONE USE	\$126.10
<b>Subtotal for Cost Center Parking:</b>	<b>\$126.10</b>
RIN0029038 PHONE USE	\$122.03
RIN0029038 PHONE USE	\$45.78
<b>Subtotal for Cost Center Parks:</b>	<b>\$167.81</b>
RIN0028988 PHONE USE	\$277.04
<b>Subtotal for Cost Center Recreation:</b>	<b>\$277.04</b>
RIN0028999 PHONE USE	\$42.55
RIN0029015 PHONE USE	\$63.79
<b>Subtotal for Cost Center Sewer:</b>	<b>\$106.34</b>
RIN0029038 PHONE USE	\$158.76
<b>Subtotal for Cost Center Streets:</b>	<b>\$158.76</b>
RIN0028988 PHONE USE	\$154.64
RIN0029038 PHONE USE	\$1,842.70
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,997.34</b>

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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RIN0029038 PHONE USE	\$57.27
RIN0029038 PHONE USE	\$38.90
RIN0029038 PHONE USE	\$195.24
<b>Subtotal for Cost Center Water:</b>	<b>\$291.41</b>

<b>Vendor Subtotal:</b>	<b>\$8,859.86</b>
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## CHERYL BOYLE

RIN0029030 TRAVEL EXPENSES	\$12.21
<b>Subtotal for Cost Center Finance:</b>	<b>\$12.21</b>

<b>Vendor Subtotal:</b>	<b>\$12.21</b>
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## CITY OF CASPER

5128/167817 OCTOBER 18 MPO MONTHLY GIS FEE	\$581.98
5128/167817 OCTOBER 18 MPO MONTHLY GIS FEE	\$5,537.64
5128/167931 MPO JUL-SEP 18 ADVANCED GIS	\$109.23
5128/167931 MPO JUL-SEP 18 ADVANCED GIS	\$1,039.31
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$7,268.16</b>

<b>Vendor Subtotal:</b>	<b>\$7,268.16</b>
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## CITY OF CASPER - BALEFILL

1337/167836 STREET SWEEPING	\$2,266.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,266.00</b>

1340/167862 SANITATION	\$15.00
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$15.00</b>

525/167886 SANITATION	\$15.00
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$15.00</b>

247/167829-831 SANITATION	\$431.00
<b>Subtotal for Cost Center Parks:</b>	<b>\$431.00</b>

2772/167694 SANITATION	\$6,632.16
2772/167747 SANITATION	\$5,320.80
2772/167714 SANITATION	\$5,944.32
2772/167863 SANITATION	\$5,858.52
2772/167927 SANITATION	\$5,632.32
2772/167889 SANITATION	\$5,837.28
2772/167965 SANITATION	\$5,625.60
2772/168245-254 SANITATION	\$6,315.84
2772/168106 SANITATION	\$6,103.80

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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2772/167779-792 SANITATION	\$5,746.68
2772/168083 SANITATION	\$6,693.12
2772/168215 SANITATION	\$6,001.92
2772/168047 SANITATION	\$6,871.68
2772/168005-017 SANITATION	\$6,047.64
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$84,631.68</b>

1276/167693 SANITATION	\$105.12
1276/167885 SANITATION	\$169.44
1276/168244 SANITATION	\$86.40
1276/167778 SANITATION	\$104.64
1276/168079 SANITATION	\$113.28
1276/168214 SANITATION	\$567.53
1276/168003 SANITATION	\$92.16
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,238.57</b>

4361/167601 BALEFILL SLUDGE	\$4,866.43
4361/167636 BALEFILL SLUDGE	\$6,357.67
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$11,224.10</b>

**Vendor Subtotal:** **\$99,821.35**

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## COMMUNICATION TECHNOLOGIES, INC.

80164 REPAIR UNIT 244	\$103.00
80161 REPAIRS TO COBAN	\$51.50
80158 REPAIR TO UNIT 290	\$51.50
80160 REPAIR TO UNIT 262	\$51.50
80183 NEW SUV	\$1,834.33
<b>Subtotal for Cost Center Police:</b>	<b>\$2,091.83</b>

**Vendor Subtotal:** **\$2,091.83**

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## COWDIN CLEANING

201285 SERVICE CENTER CUSTODIAL SEPT	\$748.00
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$748.00</b>

**Vendor Subtotal:** **\$748.00**

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## DAVID COURTADE

14865 TOOL ALLOTMENT-REIMBURSEMENT	\$500.00
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$500.00</b>

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

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# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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<b>DAVID SLAGHT</b>	RIN0029005 TRAVEL REIMBURSEMENT	\$271.52	
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$271.52</b>	
	RIN0029005 TRAVEL REIMBURSEMENT	\$271.52	
	<b>Subtotal for Cost Center Hogadon:</b>	<b>\$271.52</b>	
	RIN0029005 TRAVEL REIMBURSEMENT	\$271.53	
	<b>Subtotal for Cost Center Parks:</b>	<b>\$271.53</b>	
	RIN0029005 TRAVEL REIMBURSEMENT	\$271.53	
	<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$271.53</b>	
	<b>Vendor Subtotal:</b>	<hr/> <b>\$1,086.10</b>	
<b>DELL MARKETING LP</b>	10268592099 ADOBE SUBSCRIPTION RENEWAL	\$168.51	
	<b>Subtotal for Cost Center City Attorney:</b>	<b>\$168.51</b>	
	10268592099 ADOBE SUBSCRIPTION RENEWAL	\$403.58	
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$403.58</b>	
	10268592099 ADOBE SUBSCRIPTION RENEWAL	\$403.58	
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$403.58</b>	
	10273070312 OFFICE PRO PLUS RENEE'S COMPUT	\$36.15	
	10273070312 OFFICE PRO PLUS RENEE'S COMPUT	\$343.93	
	<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$380.08</b>	
	10268592099 ADOBE SUBSCRIPTION RENEWAL	\$337.02	
<b>Subtotal for Cost Center Police:</b>	<b>\$337.02</b>		
	10268592099 ADOBE SUBSCRIPTION RENEWAL	\$949.77	
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$949.77</b>	
	<b>Vendor Subtotal:</b>	<hr/> <b>\$2,642.54</b>	
<b>DENNIS NELSON</b>	00767c Steel toe boot allowance	\$75.00	
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$75.00</b>	
	<b>Vendor Subtotal:</b>	<hr/> <b>\$75.00</b>	
<b>DOUGLAS FIRE DEPARTMENT</b>	2941 COURT APPOINTED ATTY	\$226.47	
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$226.47</b>	

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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REVENUE

**Vendor Subtotal:** \$226.47

**DPC INDUSTRIES, INC.**

737004678-18 CHEMICAL - NAHYPO \$6,955.70

**Subtotal for Cost Center Water Treatment Plant:** \$6,955.70

**Vendor Subtotal:** \$6,955.70

**DRAKES LANDSCAPING**

0031860985 UTILITY REFUND \$56.26

**Subtotal for Cost Center Water:** \$56.26

**Vendor Subtotal:** \$56.26

**ECONOMIC DEVELOPMENT  
JOINT POWERS BOARD**

FY2019-2 FY19 2ND QTR AGENCY FUNDING \$106,121.00

**Subtotal for Cost Center Social Community Services:** \$106,121.00

**Vendor Subtotal:** \$106,121.00

**EDGE ENGINEERING GROUP  
LLC**

1803-03 POST CLOSURE COSTS \$450.00

**Subtotal for Cost Center Balefill:** \$450.00

**Vendor Subtotal:** \$450.00

**ELIZABETH RUD**

RIN0029011 STEEL TOED WORK BOOTS \$73.85

**Subtotal for Cost Center Refuse Collection:** \$73.85

**Vendor Subtotal:** \$73.85

**ENERGY 307**

0031903899 UTILITY REFUND \$9.62

**Subtotal for Cost Center Water:** \$9.62

**Vendor Subtotal:** \$9.62

**FAMILY JOURNEY CENTER**

138 FY19 1%#15 ONE CENT FUNDING \$2,868.69

**Subtotal for Cost Center Capital Projects - City Manager:** \$2,868.69

**Vendor Subtotal:** \$2,868.69

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

## FIRST DATA MERCHANT SVCS CORP.

REMI1355707 CC SERVICES	\$5.12
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$5.12</b>
REMI1355706 CREDIT CARD FEES	\$277.71
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$277.71</b>
REMI1355699 CREDIT CARD FEES	\$1,818.47
<b>Subtotal for Cost Center Finance:</b>	<b>\$1,818.47</b>
REMI1350458 TRAVELING EXHIBIT SHIPPING	\$162.81
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$162.81</b>
REMI1350461 CREDIT CARD FEES	\$146.46
REMI1345335 CREDIT CARD FEES	\$169.73
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$316.19</b>
REMI1355705 CREDIT CARD MACHINE FEE	\$51.32
<b>Subtotal for Cost Center Police:</b>	<b>\$51.32</b>
<b>Vendor Subtotal:</b>	<b>\$2,631.62</b>

## FIRST INTERSTATE BANK

RIN0028995 SEPT 2018 LOCKBOX FEES	\$1,555.93
RIN0028994 SEPT 2018 SERVICE CHARGES	\$413.02
<b>Subtotal for Cost Center Finance:</b>	<b>\$1,968.95</b>
<b>Vendor Subtotal:</b>	<b>\$1,968.95</b>

## FIRST INTERSTATE BANK - PETTY CASH

RIN0029007 PETTY CASH	\$78.00
<b>Subtotal for Cost Center Engineering:</b>	<b>\$78.00</b>
RIN0029007 PETTY CASH	\$26.26
RIN0029007 PETTY CASH	\$2.85
<b>Subtotal for Cost Center Finance:</b>	<b>\$29.11</b>
RIN0029007 PETTY CASH	\$63.00
<b>Subtotal for Cost Center Sewer:</b>	<b>\$63.00</b>
RIN0029007 PETTY CASH	\$201.00
<b>Subtotal for Cost Center Water:</b>	<b>\$201.00</b>
RIN0029007 PETTY CASH	\$9.44
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$9.44</b>

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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**Vendor Subtotal:** **\$380.55**

## GARRETT CROTTY

RIN0028987 TRAVEL EXPENSES \$430.15

**Subtotal for Cost Center Fire:** **\$430.15**

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**Vendor Subtotal:** **\$430.15**

## GARY MAYHUE

826100127027 Steel toe boot allowance \$29.88

**Subtotal for Cost Center Buildings & Structures:** **\$29.88**

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**Vendor Subtotal:** **\$29.88**

## GEER INVESTMENTS LLC

2661 RETAINAGE 17-076 -\$1,200.00

**Subtotal for Cost Center Capital Projects - CEC:** **-\$1,200.00**

2661 CEC 2018 ADA SEATING DECK UPGR \$24,000.00

**Subtotal for Cost Center Casper Events Center:** **\$24,000.00**

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**Vendor Subtotal:** **\$22,800.00**

## GEOSYNTEC CONSULTANTS INC

33356241 CRL ANNUAL MONITORING/REPORTIN \$3,648.45

33354110 ENGINEERING SERVICES \$2,452.50

**Subtotal for Cost Center Balefill:** **\$6,100.95**

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**Vendor Subtotal:** **\$6,100.95**

## GERI REBLE

RIN0029013 TRAVEL EXPENSES \$23.08

**Subtotal for Cost Center Police:** **\$23.08**

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**Vendor Subtotal:** **\$23.08**

## GLOBAL SPECTRUM L.P.

0000914-IN TICKET FUNDS 3 SHOWS \$68,986.69

0000890-IN WWEX TICKET & BOOTH FUNDS \$50,238.60

**Subtotal for Cost Center Casper Events Center:** **\$119,225.29**

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**Vendor Subtotal:** **\$119,225.29**



# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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<b>GOLDER ASSOCIATES</b>	524762 CLOSED BALEFILL POST CLOSURE	\$362.25
	524761 CLOSED BALEFILL POST CLOSURE	\$2,445.33
	524761 CLOSED BALEFILL POST CLOSURE	\$3,668.00
	524764 5-YEAR CLOSED BALEFIL	\$452.64
	524764 5-YEAR CLOSED BALEFIL	\$301.76
	524763 CLOSED BALEFILL POST CLOSURE	\$1,298.60
	524763 CLOSED BALEFILL POST CLOSURE	\$1,947.89
	524543 5-YEAR AIR EMISSIONS MON/REPOR	\$277.50
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$10,753.97</b>
<b>Vendor Subtotal:</b>	<b>\$10,753.97</b>	
<b>GRACIA, GINELLE</b>	0031860983 UTILITY REFUND	\$260.28
	<b>Subtotal for Cost Center Water:</b>	<b>\$260.28</b>
	<b>Vendor Subtotal:</b>	<b>\$260.28</b>
<b>GRANDVIEW PUBLISHING</b>	2998 BOOKS FOR RESALE IN MUSEUM STO	\$52.73
	2966 BOOKS FOR RESALE IN MUSEUM STO	\$105.47
	<b>Subtotal for Cost Center General - Fort Caspar:</b>	<b>\$158.20</b>
	<b>Vendor Subtotal:</b>	<b>\$158.20</b>
<b>GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.</b>	281 Polygraph Testing	\$800.00
	286 Pre-employment Polygraph	\$200.00
	<b>Subtotal for Cost Center Fire:</b>	<b>\$1,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,000.00</b>
<b>HACH CO., CORP.</b>	11161449 LAB SUPPLIES	\$2,613.68
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$2,613.68</b>
	<b>Vendor Subtotal:</b>	<b>\$2,613.68</b>
<b>HDR ENGINEERING, INC.</b>	1200146377 WATER RIGHTS & SUPPLY ANALYSIS	\$379.79
	1200146377 WATER RIGHTS & SUPPLY ANALYSIS	\$4,744.57
	1200146319 WATER RIGHTS & SUPPLY ANALYSIS	\$1,591.25
	1200138710 #17-066 10 MILLION GALLON CITY	\$4,917.50
	<b>Subtotal for Cost Center Water:</b>	<b>\$11,633.11</b>

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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<b>Vendor Subtotal:</b>	<b>\$11,633.11</b>
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## HEIN-BOND, LLC

18-053 DESIGN SERVICES - BALER BUILDI	\$8,661.03
<b>Subtotal for Cost Center Balefill:</b>	<b>\$8,661.03</b>

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<b>Vendor Subtotal:</b>	<b>\$8,661.03</b>
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## HIGH PLAINS CONSTRUCTION

0031860987 UTILITY REFUND	\$11.38
<b>Subtotal for Cost Center Water:</b>	<b>\$11.38</b>

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<b>Vendor Subtotal:</b>	<b>\$11.38</b>
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## HIGH PLAINS CONSTRUCTION, INC.

RIN0029008 RETAINAGE RELEASE 15-35	\$32,814.95
<b>Subtotal for Cost Center Capital Projects - Streets:</b>	<b>\$32,814.95</b>

RIN0029010 TRUCK BARN SURGE TANK/LIFT STA	\$12,829.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$12,829.00</b>

RIN0029008 MCKINLEY ST RR UP STORM/SAN SE	\$3,000.00
<b>Subtotal for Cost Center Streets:</b>	<b>\$3,000.00</b>

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<b>Vendor Subtotal:</b>	<b>\$48,643.95</b>
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## HITEK COMMUNICATIONS

2560 DATA LINE JACK	\$233.52
<b>Subtotal for Cost Center Finance:</b>	<b>\$233.52</b>

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<b>Vendor Subtotal:</b>	<b>\$233.52</b>
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## HOMAX OIL SALES, INC.

0429932-IN GREASE FOR LANDFILL	\$1,108.80
0429970-IN BULK FUEL	\$19,436.62
<b>Subtotal for Cost Center Balefill:</b>	<b>\$20,545.42</b>

0428951-IN GAS AND DIESEL FOR GOLF USE	\$3,316.85
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$3,316.85</b>

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<b>Vendor Subtotal:</b>	<b>\$23,862.27</b>
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## HUSCHKA, SHANE

0031903898 UTILITY REFUND	\$37.24
<b>Subtotal for Cost Center Water:</b>	<b>\$37.24</b>

# Bills & Claims

City of Casper

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**Vendor Subtotal:** **\$37.24**

## INBERG-MILLER ENGINEERS

19093CM02.18 TESTING-PLATTE RIVR TRAILS \$2,788.50

**Subtotal for Cost Center Capital Projects - Streets:** **\$2,788.50**

20060CE01 #15-083 LOWER EASTDALE CREEK \$3,171.56

**Subtotal for Cost Center Sewer:** **\$3,171.56**

19093CM03.16 MAT. TEST 3RD ST 17-080 \$4,491.50

19093CM03.17 MATERIALS TSTNG BEV ST IMP \$669.50

**Subtotal for Cost Center Streets:** **\$5,161.00**

**Vendor Subtotal:** **\$11,121.06**

## INSTALLATION & SVC. CO.

RIN0029004 RET RELEASE 17-090 \$9,134.61

**Subtotal for Cost Center Capital Projects - Engineering:** **\$9,134.61**

**Vendor Subtotal:** **\$9,134.61**

## ISC, INC/VENTURE TECHNOLOGIES

SIN026806 TECHNOLOGIES \$808.19

**Subtotal for Cost Center Human Resources:** **\$808.19**

**Vendor Subtotal:** **\$808.19**

## ITC ELECTRICAL TECHNOLOGIES

26981 DIALER MODS, TSHOOT SEC PLC \$979.20

**Subtotal for Cost Center Waste Water:** **\$979.20**

**Vendor Subtotal:** **\$979.20**

## IT'S THE LITTLE THINGS IN LIFE, INC.

1 ICE CREAM FOR VOLUNTEER DAY \$350.00

**Subtotal for Cost Center Refuse Collection:** **\$350.00**

**Vendor Subtotal:** **\$350.00**

## JACQUES, JOHN

0031903897 UTILITY REFUND \$5.21

**Subtotal for Cost Center Water:** **\$5.21**

**Vendor Subtotal:** **\$5.21**

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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<b>JOEY WILHELM</b>	RIN0029023 CLOTHING REIMBURSEMENT	\$208.94
	<b>Subtotal for Cost Center Police:</b>	<b>\$208.94</b>
	<b>Vendor Subtotal:</b>	<b>\$208.94</b>
<b>KEITH MCPHEETERS</b>	RIN0029003 TRAVEL EXPENSES	\$20.85
	<b>Subtotal for Cost Center Police:</b>	<b>\$20.85</b>
	<b>Vendor Subtotal:</b>	<b>\$20.85</b>
<b>KELLY SVCS., INC.</b>	37149299 CONTRACT LABOR LANDFILL	\$1,179.20
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,179.20</b>
	<b>Vendor Subtotal:</b>	<b>\$1,179.20</b>
<b>KISTLER, JEREMY</b>	0031903894 UTILITY REFUND	\$20.77
	<b>Subtotal for Cost Center Water:</b>	<b>\$20.77</b>
	<b>Vendor Subtotal:</b>	<b>\$20.77</b>
<b>KIWANIS CLUB</b>	220 ASSOCIATION DUES	\$228.00
	<b>Subtotal for Cost Center City Attorney:</b>	<b>\$228.00</b>
	<b>Vendor Subtotal:</b>	<b>\$228.00</b>
<b>KNIFE RIVER/JTL</b>	RIN0029009 RETAINAGE 17-093	-\$7,662.94
	RIN0029014 RETAINAGE	-\$14,893.50
	RIN0029019 PLATTE RIVER TRAILS REPLACEMEN	\$156,476.00
	RIN0029019 RETAINAGE 18-035	-\$7,823.80
	<b>Subtotal for Cost Center Capital Projects - Sewer/Streets:</b>	<b>\$126,095.76</b>
	RIN0029014 3RD ST - BEVERLY TO CONWELL 17	\$27,091.74
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$27,091.74</b>
	181409 W BASE	\$297.55
	181295 W & J BASE	\$1,307.87
	181306 1/2" PLANT MIX	\$234.90
	182186 1/2" PLANT MIX	\$220.32

# Bills & Claims

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182321 1/2" PLANT MIX	\$217.62
182620 3/8" PLANT MIX	\$237.00
RIN0029014 3RD ST - BEVERLY TO CONWELL 17	\$288,524.20
RIN0029014 3RD ST - BEVERLY TO CONWELL 17	\$23,384.86
182500 1/2" PLANT MIX	\$327.24
<b>Subtotal for Cost Center Streets:</b>	<b>\$314,751.56</b>

RIN0029009 #17-093 2018 ARTERIALS & COLLE	\$76,629.37
RIN0029014 3RD ST - BEVERLY TO CONWELL 17	\$61,679.20
<b>Subtotal for Cost Center Water:</b>	<b>\$138,308.57</b>

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<b>Vendor Subtotal:</b>	<b>\$606,247.63</b>
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## KRISTA JOHNSTON

2423 ENG LICENSE, WYSPE MEETING	\$105.00
<b>Subtotal for Cost Center Sewer:</b>	<b>\$105.00</b>

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<b>Vendor Subtotal:</b>	<b>\$105.00</b>
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## KRUEGER, SAM

0031903892 UTILITY REFUND	\$22.96
<b>Subtotal for Cost Center Water:</b>	<b>\$22.96</b>

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<b>Vendor Subtotal:</b>	<b>\$22.96</b>
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## LECKY, FELICIA

0031903893 UTILITY REFUND	\$40.43
<b>Subtotal for Cost Center Water:</b>	<b>\$40.43</b>

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<b>Vendor Subtotal:</b>	<b>\$40.43</b>
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## LEONARD B. MEDOFF, PH.D

RIN0028986 Psychological Eval	\$1,000.00
RIN0029012 Pre-employment Psychological E	\$250.00
<b>Subtotal for Cost Center Fire:</b>	<b>\$1,250.00</b>

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<b>Vendor Subtotal:</b>	<b>\$1,250.00</b>
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## LEXISNEXIS A DIVISION OF RELX INC

04627113 STATUE BOOKS	\$135.43
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$135.43</b>

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<b>Vendor Subtotal:</b>	<b>\$135.43</b>
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# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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<b>LINCOLN NATL. LIFE INS. CO.</b>	RIN0029016 BENEFITS PAYABLE	\$266.13
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$266.13</b>
	<b>Vendor Subtotal:</b>	<b>\$266.13</b>
<b>LISA N HUBBARD</b>	18-011 CONSULTING SERVICE	\$4,025.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$4,025.00</b>
	<b>Vendor Subtotal:</b>	<b>\$4,025.00</b>
<b>LISA'S SPIC N SPAN</b>	365120 PAINTING AROUND FACILITY	\$1,400.00
	365123 PAINTING SHEDS	\$1,000.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,400.00</b>
	<b>Vendor Subtotal:</b>	<b>\$2,400.00</b>
<b>MCNICHOLL, RHYSE</b>	0031860984 UTILITY REFUND	\$67.03
	<b>Subtotal for Cost Center Water:</b>	<b>\$67.03</b>
	<b>Vendor Subtotal:</b>	<b>\$67.03</b>
<b>MEGAN LOCKWOOD</b>	RIN0029017 TRAVEL EXPENSES	\$71.00
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$71.00</b>
	<b>Vendor Subtotal:</b>	<b>\$71.00</b>
<b>MIKE DEAN</b>	350194 STEEL TOE BOOT REIMBURSEMENT	\$75.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$75.00</b>
	<b>Vendor Subtotal:</b>	<b>\$75.00</b>
<b>MOTOROLA SOLUTIONS</b>	41254966 Wyo Link Upgrade	\$7,018.90
	41254965 Wyolink Upgrade	\$22,500.00
	41254958 Wyolink Upgrade Milestone 3	\$45,000.00
	41244956 Wyolink Upgrade	\$133,359.10
	<b>Subtotal for Cost Center Fire:</b>	<b>\$207,878.00</b>
	<b>Vendor Subtotal:</b>	<b>\$207,878.00</b>

# Bills & Claims

City of Casper

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<b>MUNICIPAL CODE CORP.</b>	00317792 BOOKS	\$900.00
	<b>Subtotal for Cost Center City Attorney:</b>	<b>\$900.00</b>
	<b>Vendor Subtotal:</b>	<b>\$900.00</b>
<b>NALCO CHEMICAL CO.</b>	67229258 NPSSI-CCF FERROUS CHLORIDE	\$15,731.64
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$15,731.64</b>
	<b>Vendor Subtotal:</b>	<b>\$15,731.64</b>
<b>NATRONA COUNTY - HALL OF JUSTICE EXPENSES</b>	122017 BUILDING RENT 12-2017	\$1,425.48
	112017 BUILDING RENT 11-2017	\$1,144.50
	032018 BUILDING RENT 03-2018	\$1,463.99
	062018 BUILDING RENT 06-2018	\$1,499.42
	052018 BUILDING RENT 05-2018	\$1,980.20
	042018 BUILDING RENT 04-2018	\$1,313.90
	022018 BUILDING RENT 02-2018	\$1,497.02
	012018 BUILDING RENT 01-2018	\$1,926.17
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$12,250.68</b>
	JULY 2018 JULY BUILDING RENT	\$12,399.33
	AUGUST 2018 AUGUST BUILDING RENT	\$8,154.89
	SEPTEMBER 2018 SEPTEMBER BUILDING RENT	\$8,748.72
	<b>Subtotal for Cost Center Police:</b>	<b>\$29,302.94</b>
	<b>Vendor Subtotal:</b>	<b>\$41,553.62</b>
<b>NATRONA COUNTY - SHERIFFS' OFFICE</b>	3231 JULY ADULT PRISONER CARE	\$77,386.40
	3241 ADULT PRISONER CARE AUGUST	\$84,462.56
	3250 JUVENILE PRISONER CARE AUG 18	\$7,500.00
	3265 JUVENILE PRISONER CARE SEPT 18	\$7,500.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$176,848.96</b>
	<b>Vendor Subtotal:</b>	<b>\$176,848.96</b>
<b>NATRONA COUNTY CLERK</b>	RIN0029020 RECORDING FEES	\$150.00
	<b>Subtotal for Cost Center Planning:</b>	<b>\$150.00</b>
	<b>Vendor Subtotal:</b>	<b>\$150.00</b>

# Bills & Claims

10/17/2018 to 11/06/2018

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<b>NELSON/NYGAARD CONSULTING ASSOCIATES, INC.</b>	73122 MOP 18-02 LONG RANGE	\$194.30
	73122 MOP 18-02 LONG RANGE	\$1,848.78
	<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$2,043.08</b>
	<b>Vendor Subtotal:</b>	<b>\$2,043.08</b>
<b>NOELLE ROMER</b>	RIN0029000 OVERPAYMENT FOR ADV CAMP	\$702.58
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$702.58</b>
	<b>Vendor Subtotal:</b>	<b>\$702.58</b>
<b>NORTH PARK TRANSPORATION</b>	08787750 TRAVELING EXHIBIT SHIPPING	\$104.75
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$104.75</b>
	<b>Vendor Subtotal:</b>	<b>\$104.75</b>
<b>NORTHERN LIGHTS MANUFACTURING</b>	1407 CYLINDER FOR 222284	\$960.00
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$960.00</b>
	<b>Vendor Subtotal:</b>	<b>\$960.00</b>
<b>OLSON AUTOBODY &amp; COLLISION CENTER</b>	8546 INS CLAIM NO. 1336CA/ WO94425	\$17,648.41
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$17,648.41</b>
	<b>Vendor Subtotal:</b>	<b>\$17,648.41</b>
<b>P-CARD VENDORS</b>	00079907 STAPLES 00114181 - Purch	\$8.38
	00079985 AMZN Mktp US MT3LC97E1 - Purch	\$78.03
	00080549 AMZN Mktp US M87AL3N31 - Purch	\$5.33
	00080613 SAMSCLUB #6425 - Purchase	\$13.32
	00080145 LIFEGUARD STORE - ONLI - Purch	\$268.50
	00080205 SAMS CLUB #6425 - Purchase	\$30.04
	00080230 CASPER FIRE EXTINGUISH - Purch	\$117.00
	00080250 CASPER FIRE EXTINGUISH - Purch	\$29.25
	00080397 CASPER STAR TRIBUNE - Purchase	\$232.60
	00079384 CENTURYLINK/SPEEDPAY - Purchas	\$2.95
	00079384 CENTURYLINK/SPEEDPAY - Purchas	\$300.65
	00079399 CENTURYLINK/SPEEDPAY - Purchas	\$2.95
00079399 CENTURYLINK/SPEEDPAY - Purchas	\$296.02	



# Bills & Claims

City of Casper

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00079659 HAWKINS INC - Purchase	\$2,552.59
00080128 NILFISK ADVANCE INC - Purchase	\$253.21
00080145 LIFEGUARD STORE - ONLI - Purch	\$536.50
00080145 LIFEGUARD STORE - ONLI - Purch	\$382.50
<b>Subtotal for Cost Center Aquatics:</b>	<b>\$5,109.82</b>
00080383 HOODS EQUIPMENT & SPRI - Purch	\$1,722.87
00080414 CPU IIT - Purchase	\$88.40
00080414 CPU IIT - Purchase	\$88.40
00080441 MENARDS CASPER WY - Purchase	\$14.84
00080441 MENARDS CASPER WY - Purchase	\$133.27
00080446 INDUSTRIAL SCREEN & MA - Purch	\$120.00
00080463 PANCHOS MEXICAN RESTAU - Purch	\$29.65
00080467 STAPLES 00114181 - Purch	\$54.99
00080470 SOURCE OFFICE - VITAL - Purcha	-\$68.26
00080470 MAT,ANTI-FATIGUE BD	\$68.26
00080470 Line Item Summary	\$68.26
00080476 INT IN RECYKLING INDU - Purch	\$15,000.00
00080477 COMMUNICATION TECH-M - Purcha	\$38.00
00080478 MENARDS CASPER WY - Purchase	\$440.29
00080482 SAMS CLUB #6425 - Purchase	\$82.25
00080514 DK HAULING INC - Purchase	\$120.00
00080525 MENARDS CASPER WY - Purchase	\$148.42
00080554 SOURCE OFFICE - VITAL - Purcha	\$68.26
00079859 MENARDS CASPER WY - Purchase	\$228.95
00079872 STAPLES 00114181 - Purch	\$24.99
00079874 SOURCE OFFICE - VITAL - Purcha	\$136.26
00079896 THE HOME DEPOT 6001 - Purchase	\$80.85
00079899 MENARDS CASPER WY - Purchase	\$202.59
00079925 MENARDS CASPER WY - Credit	-\$28.97
00079928 AUDIES SMALL ENGINE - Purchase	\$165.49
00079935 MENARDS CASPER WY - Purchase	\$62.03
00080015 INT IN CASPER SAFETY - Purcha	\$580.00
00080043 MCCOY SALES CORPORATIO - Purch	\$365.91
00080072 MCCOY SALES CORPORATIO - Purch	\$164.57
00079374 0970 CED - Purchase	\$593.81
00079483 SOURCE OFFICE - VITAL - Purcha	\$21.95
00079660 SOURCE OFFICE - VITAL - Purcha	\$43.90
00079703 INTUIT IN ICLEAN307 - Purcha	\$298.77
00079703 INTUIT IN ICLEAN307 - Purcha	\$298.76
00079713 VZWRLSS BILL PAY VB - Purchas	\$40.03
00079786 0970 CED - Purchase	\$554.50
00079819 source office products	\$11.89
00079819 SOURCE OFFICE - VITAL - Purcha	\$83.25
00079826 BAILEYS ACE HDWE - Purchase	\$43.98

# Bills & Claims

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00079832 SOURCE OFFICE - VITAL - Purcha	\$10.05
00079853 0970 CED - Purchase	\$1,233.39
00080460 SAMSCLUB.COM - Purchase	\$110.00
00080569 BAILEYS ACE HDWE - Purchase	\$23.97
00080588 ULTIMATE SPECIALTIES - Purchas	\$1,307.51
00080418 CASPER STAR TRIBUNE - Purchase	\$479.56
00080253 GRAINGER - Purchase	\$71.75
00080273 GRAINGER - Purchase	\$110.07
00080295 BEARING BELTCHAIN00244 - Purch	\$46.98
00080311 GRAINGER - Purchase	\$305.00
00080323 BLOEDORN LUMBER CASPER - Purch	\$35.99
00078906 WYOMING MACHINERY CO - Purchas	\$725.28
00079642 MENARDS CASPER WY - Purchase	\$799.41
00079905 CASPER CONTRACTORS SUP - Purch	\$1,391.49
00080087 WATERWORKS IND 2697 - Purchase	\$202.87
00080100 WYOMING STEEL AND RECY - Purch	\$1,335.18
00080104 INT IN RECYKLING INDU - Purch	\$7,500.00
00080110 INT IN CASPER ELECTRI - Purch	\$123.14
00080112 INT IN RECYKLING INDU - Purch	\$7,500.00
00080124 WM SUPERCENTER #1617 - Purchas	\$11.87
00080127 HOWARD SUPPLY COMPANY - Purcha	\$182.14
00080130 SOLID WASTE ASSOCIA - Purchase	\$223.00
00080132 MENARDS CASPER WY - Purchase	\$289.92
00080135 COCA COLA BOTTLING CO - Purcha	\$7.35
00080146 BEARING BELTCHAIN00244 - Purch	\$26.05
00080152 SAMS CLUB #6425 - Purchase	\$172.35
00080153 MENARDS CASPER WY - Purchase	\$18.06
00080156 WYOMING WORK WAREHOUSE - Purch	\$192.55
00080159 SWI, LLC. - Purchase	\$5,671.00
00080164 GRAINGER - Purchase	\$120.89
00080171 MENARDS CASPER WY - Credit	-\$139.09
00080175 CASPER TIRE 0000705 - Purchase	\$15.00
00080179 WYOMING MACHINERY CO - Purchas	\$230.37
00080181 MENARDS CASPER WY - Purchase	\$59.98
00080185 MENARDS CASPER WY - Purchase	\$1,144.97
00080188 CASPER TIRE 0000705 - Purchase	\$30.00
00080195 WYOMING MACHINERY CO - Purchas	\$319.60
00080198 HOSE & RUBBER SUPPLY C - Purch	\$153.09
00080214 WYOMING MACHINERY CO - Purchas	\$3,757.42
00080227 HOSE & RUBBER SUPPLY C - Purch	\$51.76
00080238 WYOMING MACHINERY CO - Purchas	\$76.60
<b>Subtotal for Cost Center Balefill:</b>	<b>\$58,117.93</b>
00079110 BLOEDORN LUMBER CASPER - Purch	\$57.74
00080093 BAILEYS ACE HDWE - Purchase	\$3.57

# Bills & Claims

10/17/2018 to 11/06/2018

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00080098 FERGUSON ENT #3069 - Purchase	\$2.99
00080105 SQ SQ ATLANTIC ELECT - Purch	\$335.49
00080121 SHERWIN WILLIAMS 70343 - Purch	\$3.73
00080122 ARCHITECTURALGLAZINGCO - Purch	\$234.01
00080150 CASPER WINNELSON CO - Purchase	\$76.80
00080158 SQ SQ ATLANTIC ELECT - Purch	\$325.19
00080190 THE HOME DEPOT #6001 - Purchas	\$4.76
00080219 HERCULES INDUSTRIES CA - Purch	\$49.04
00080275 CASPER WINNELSON CO - Purchase	\$139.12
00079701 GRAINGER - Purchase	\$116.33
00079755 BAILEYS ACE HDWE - Purchase	\$2.38
00079780 BLOEDORN LUMBER CASPER - Purch	\$3.58
00079797 CRESCENT ELECTRIC 103 - Purcha	\$14.13
00079834 CRUM ELECTRIC SUPPLY C - Purch	\$31.10
00079878 BLOEDORN LUMBER CASPER - Purch	\$13.18
00079887 ACTION GLASS INC. - Purchase	\$297.50
00079912 CASPER WINNELSON CO - Purchase	\$45.46
00079927 CASPER WINNELSON CO - Purchase	\$119.55
00079963 ATLAS OFFICE PRODUCTS - Purcha	\$129.00
00079966 BLOEDORN LUMBER CASPER - Purch	\$1.38
00079998 LETZ'S RADIO SUPPLY - Purchase	\$49.95
00080008 KONE, INC. - Purchase	\$345.97
00080011 CASPER WINNELSON CO - Purchase	\$77.36
00080027 SAMSClub #6425 - Purchase	\$64.20
00080029 KONE, INC. - Purchase	\$345.97
00080034 CASPER WINNELSON CO - Purchase	\$68.36
00080036 SHERWIN WILLIAMS 70343 - Purch	\$62.61
00080042 CASPER WINNELSON CO - Purchase	\$33.57
00080086 ROCKYMOUNTAINFIRESYSIN - Purch	\$85.00
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$3,139.02</b>
00080084 VZWRSS IVR VB - Purchase	\$40.01
00080077 CPU IIT - Purchase	\$1,884.00
00080125 CPU IIT - Purchase	\$942.00
00079432 CASCADE SUBSCRIPTION S - Purch	\$99.00
00079590 CANCELLI - Purchase	\$1,000.00
00080172 CPU IIT - Credit	-\$1,884.04
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$2,080.97</b>
00080144 ATLAS OFFICE PRODUCTS - Purcha	\$32.76
00079695 ATLAS REPRODUCTION INC - Purch	\$9.00
00079796 TOP OFFICE PRODUCTS IN - Purch	\$162.06
00079805 INT IN POWDER RIVER S - Purch	\$145.00
00080399 THOMSON WEST TCD - Purchase	\$1,294.85
00080400 THOMSON WEST TCD - Purchase	\$104.19

# Bills & Claims

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00080417 THOMSON WEST TCD - Purchase	\$140.43
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$1,888.29</b>
00080058 ATLAS OFFICE PRODUCTS - Purcha	\$23.50
00080139 ATLAS OFFICE PRODUCTS - Purcha	\$68.49
<b>Subtotal for Cost Center City Clerk:</b>	<b>\$91.99</b>
00079615 Comtronix - Alarm Monitoring	\$281.00
<b>Subtotal for Cost Center City Hall:</b>	<b>\$281.00</b>
00080349 VZWRLSS IVR VB - Purchase	\$120.05
00080442 ATLAS OFFICE PRODUCTS - Purcha	\$94.14
00080256 SAMS CLUB #6425 - Purchase	\$131.11
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$345.30</b>
00080114 ATLAS REPRODUCTION INC - Purch	\$1,787.61
00080113 SOURCE OFFICE - VITAL - Purcha	\$138.75
00080259 PROSIT FINE BEERS - Purchase	\$14.22
00080281 TAQUERIA NO SE HAGAN B - Purch	\$10.71
00080320 STARBUCKS AVON RIVERFR - Purch	\$4.61
00080330 WESTIN RIVERFRONT RESO - Purch	\$188.60
00080350 7-ELEVEN 34209 - Purchase	\$4.54
00079455 PUBLICGRANT - Purchase	\$155.38
00080321 VZWRLSS IVR VB - Purchase	\$38.25
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$2,342.67</b>
00078231 WM SUPERCENTER #1617 - Purchas	\$7.88
00078253 SAMS CLUB #6425 - Purchase	\$68.30
00079810 WM SUPERCENTER #1617 - Purchas	\$7.88
00079818 SAMS CLUB #6425 - Purchase	\$68.10
<b>Subtotal for Cost Center Council:</b>	<b>\$152.16</b>
00080129 XEROX CORPORATION/RBO - Purcha	\$168.79
00080148 XEROX CORPORATION/RBO - Purcha	\$35.42
<b>Subtotal for Cost Center Engineering:</b>	<b>\$204.21</b>
00080465 ATLAS OFFICE PRODUCTS - Purcha	\$15.99
00079903 ATLAS OFFICE PRODUCTS - Purcha	\$106.26
00079903 ATLAS OFFICE PRODUCTS - Purcha	\$84.82
00079569 STAPLES 00114181 - Purch	\$62.97
00079615 COMTRONIX - Alarm Monitoring	\$78.00
00079829 CPU IIT - Purchase	\$228.00
00079948 USPS PO 5715580945 - Purchase	\$7.83
00080235 ATLAS OFFICE PRODUCTS - Purcha	\$26.26
<b>Subtotal for Cost Center Finance:</b>	<b>\$610.13</b>

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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00079036 ALBERTSONS #0062 - Purchase	\$25.00
00079217 SAMSCLUB #6425 - Purchase	\$11.96
00079224 FEDEX 782820358912 - Purchase	\$22.40
00079245 TIRE RAMA 203 WC - Purchase	\$29.30
00079862 ATLAS OFFICE PRODUCTS - Purcha	\$172.82
00079863 ATLAS OFFICE PRODUCTS - Purcha	\$9.28
00079871 LN CURTIS - Purchase	\$68.62
00079895 MES/WARREN FIRE/LAWMEN - Purch	\$458.18
00079914 PAYPAL THISISTRUE - Purchase	\$60.00
00079938 COMPRESSION LEASING SE - Purch	\$209.62
00079974 IAAI - Purchase	\$90.00
00078907 BLOEDORN LUMBER CASPER - Purch	\$12.14
00079416 BLOEDORN LUMBER CASPER - Purch	\$8.04
00079837 ATLAS OFFICE PRODUCTS - Credit	-\$29.46
00079845 ATLAS OFFICE PRODUCTS - Purcha	\$56.36
00079856 ATLAS OFFICE PRODUCTS - Credit	-\$13.45
00079860 MERBACK AWARDS COMPANY - Purch	\$59.86
00079876 ADVANTAGERIGGING.COM - Purcha	\$200.80
00079970 FIRE PROTECTION PUB - Purchase	\$458.50
00080111 MERBACK AWARDS COMPANY - Purch	\$16.50
00080166 BLOEDORN LUMBER CASPER - Purch	\$17.84
00079391 EXXONMOBIL 47626544 - Purch	\$38.99
00079516 WPSG, INC - Purchase	\$68.48
00079613 MURDOCHS RANCH &HOME # - Purch	\$95.88
00079638 EXXONMOBIL 47626544 - Purch	\$56.87
00079727 BARGREEN WYOMING 25 - Purchase	\$703.51
00079823 LN CURTIS - Purchase	\$1,236.00
00079824 ATLAS OFFICE PRODUCTS - Purcha	\$43.86
00079839 ENTENMANN-ROVIN COMPAN - Purch	\$468.40
00079855 ENTENMANN-ROVIN COMPAN - Purch	\$127.25
00080326 STAPLES 00114181 - Purch	\$49.25
<b>Subtotal for Cost Center Fire:</b>	<b>\$4,832.80</b>
00078953 DECKER AUTO GLASS - Purchase	\$455.18
00079553 KELLYS ALIGNMENT AND B - Purch	\$191.00
00079733 BUTLERS AUTO SALVAGE - Purcha	\$550.00
00079808 FREDPRYOR CAREERTRACK - Purcha	\$99.00
00079822 PARTMASTER - Purchase	\$230.04
00079492 PARTMASTER - Purchase	\$400.10
00079506 DECKER AUTO GLASS - Purchase	\$190.00
00079514 GREINER FORD LINCOLN O - Purch	\$1,960.68
00079565 MILE HIGH GOLF CARS - Purchase	\$335.43
00079612 SAMSCLUB.COM - Purchase	\$100.00
00079664 GREINER FORD LINCOLN O - Purch	\$1,968.40

# Bills & Claims

City of Casper

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00079665 VCN NATRONACOTITLESCTR - Purch	\$47.50
00079679 VCN NATRONACOTITLESCTR - Purch	\$17.50
00079730 ALSCO INC. - Purchase	\$592.78
00079764 NORCO INC SCRUBBS COM - Purcha	\$108.33
00079792 AMAZON.COM MT4MS1QP1 A - Purch	\$89.99
00079833 CASPER TIRE 0000705 - Purchase	\$20.00
00079854 CASPER TIRE 0000705 - Purchase	\$40.00
00079973 WYOMING MACHINERY CO - Purchas	\$390.70
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$7,786.63</b>

00078492 WYOMING MED CTR ER - Purchase	\$5.05
00079775 TOP OFFICE PRODUCTS IN - Purch	\$46.84
00079838 USPS PO 5762700491 - Purchase	\$9.85
00079852 INTUIT IN PEDENS INC - Purch	\$35.00
00079883 HOBBY-LOBBY #0233 - Purchase	\$25.41
00079972 VISITCASPER.COM - Purchase	\$15.00
00079512 HOBBY-LOBBY #0233 - Purchase	\$154.22
00079563 HOBBY-LOBBY #0233 - Purchase	\$3.14
00080208 ATLAS OFFICE PRODUCTS - Purcha	\$66.63
00079956 VISITCASPER.COM - Purchase	\$15.00
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$376.14</b>

00079617 INGRAM BOOK COMPANY - Purchase	\$255.43
00079629 INGRAM BOOK COMPANY - Purchase	\$90.00
00079800 INGRAM BOOK COMPANY - Purchase	\$376.56
00080274 INGRAM BOOK COMPANY - Purchase	\$47.93
00080368 INGRAM BOOK COMPANY - Purchase	\$16.48
00080379 INGRAM BOOK COMPANY - Purchase	\$98.35
00080037 BLACK BEAR HAVERSACK - Purchas	\$92.20
00080053 SQU SQ COWBOY GRAPHIC - Purch	\$130.12
00080406 INGRAM BOOK COMPANY - Purchase	\$129.97
<b>Subtotal for Cost Center General - Fort Caspar:</b>	<b>\$1,237.04</b>

00080405 THE UPS STORE 2200 - Purchase	\$10.92
00080421 CHARTER COMM - Purchase	\$135.22
00080422 VZWRLSS MY VZ VB P - Purchase	\$80.02
00080437 WESTCO - Purchase	\$2,887.23
00080444 TOWNSQ MEDIA CASPER - Purchase	\$408.00
00080458 SIMPLOT PARTNERS 1417 - Purcha	\$1,600.00
00080459 TOWNSQ MEDIA CASPER - Purchase	\$1,408.00
00079768 MIDLAND IMPLEMENT CO - Purchas	\$363.67
00080009 MIDLAND IMPLEMENT CO - Purchas	\$61.13
00079809 BRECK MEDIA GROUP - Purchase	\$324.50
00079744 MENARDS CASPER WY - Purchase	\$68.94
00080201 HARBOR FREIGHT TOOLS 3 - Purch	\$565.94

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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00080270 STAPLES 00114181 - Purch	\$76.48
00080332 RAMKOTA HOTEL AND CONF - Purch	\$58.00
00080343 RAMKOTA HOTEL AND CONF - Purch	\$56.45
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$8,104.50</b>
00079831 WMC HEALTH AND WELLNES - Purch	\$500.00
00079868 WMC HEALTH AND WELLNES - Purch	\$25.00
00079903 ATLAS OFFICE PRODUCTS - Purcha	\$81.90
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$606.90</b>
00079619 CASPER STAR TRIBUNE - Purchase	\$148.76
00080409 POSTERMYWALL DOWNLOAD - Purcha	\$4.99
00080436 THE HOME DEPOT 6001 - Purchase	\$437.85
00080518 WM SUPERCENTER #3778 - Purchas	\$17.90
00080528 COMPRESSION LEASING SE - Purch	\$412.92
00080541 THE HOME DEPOT #6001 - Purchas	\$179.96
00079486 WALMART.COM - Purchase	\$27.24
00079777 POSTERMYWALL DOWNLOAD - Purcha	\$9.99
00079828 THE HOME DEPOT #6001 - Purchas	\$59.31
00079843 DEWCO PUMPS & EQUIMNET - Purch	\$873.76
00079893 MOTORCITYREMAN - Purchase	\$270.13
00080040 SQ SQ GHOST TOWN CAN - Purch	\$1,800.00
00080161 UW CASHIER OFFICE - Purchase	\$450.00
00080308 CPU IIT - Purchase	\$2,120.95
00080332 RAMKOTA HOTEL AND CONF - Purch	\$58.00
00080343 RAMKOTA HOTEL AND CONF - Purch	\$56.45
00080357 THE HOME DEPOT #6001 - Purchas	\$39.00
00080365 STAPLES 00114181 - Purch	\$191.91
00080207 AMAZON.COM M89IC1CQ2 A - Purch	\$54.00
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$7,213.12</b>
00079844 DOUGH ENTERPRISES LLC - Purcha	\$11.00
00079903 ATLAS OFFICE PRODUCTS - Purcha	\$81.90
00080306 STERLING BACKCHECK - Purchase	\$489.60
00080221 ATLAS OFFICE PRODUCTS - Purcha	\$69.79
00080232 ATLAS OFFICE PRODUCTS - Purcha	\$38.04
00080091 INT IN POWDER RIVER S - Purch	\$72.50
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$762.83</b>
00079816 SAMSClub #6425 - Purchase	\$159.06
00079866 BAILEYS ACE HDWE - Purchase	\$16.96
00079877 SAMSClub #6425 - Purchase	\$15.96
00079941 SAMSClub.COM - Purchase	\$195.51
00079985 AMZN Mktp US MT3LC97E1 - Purch	\$27.26
00080549 AMZN Mktp US M87AL3N31 - Purch	\$5.32



# Bills & Claims

City of Casper

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00080613 SAMSCLUB #6425 - Purchase	\$13.32
00080147 SAMSCLUB.COM - Purchase	\$125.50
00080169 AMZN MKTP US MT3J50IK0 - Purch	\$37.89
00080184 SAMS CLUB #6425 - Purchase	\$18.22
00080245 NORCO INC - Purchase	\$109.80
00080284 VISTAR ROCKY MOUNTAIN - Purcha	\$152.69
00080372 SAMSCLUB #6425 - Purchase	\$87.95
00079975 SNOW CREST CHEMICALS - Purchas	\$360.00
00080048 INTUIT IN PEDENS INC - Purch	\$420.00
00080137 TRACTOR SUPPLY CO #199 - Purch	\$65.01
00080425 SQUARE SQ PAPA JOHNS - Purch	\$196.71
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$2,007.16</b>
00080430 GALLS - Purchase	\$152.25
00079687 RESPOND FIRST AID OF W - Purch	\$99.87
00080115 SUTHERLANDS 2219 - Purchase	\$604.80
00080228 PETCO 1456 63514566 - Purch	\$20.38
00080431 WESTSIDE ANIMAL HOSPIT - Purch	\$115.45
00080445 NOLAND FEED - Purchase	\$440.60
00080462 LTS LOGO&TEAM SPORTSW - Purcha	\$147.85
00080519 HOBBY-LOBBY #0233 - Purchase	\$147.93
00077998 THE HOME DEPOT #6001 - Credit	-\$149.85
00078067 UW CASHIER OFFICE - Purchase	\$30.44
00078085 INSTRUMART - Purchase	\$86.50
00078167 NORCO INC - Purchase	\$62.21
00079095 UW CASHIER OFFICE - Purchase	\$66.94
00079156 MOUNTAIN STATES LITHOG - Purch	\$673.80
00080263 VISTAPR VistaPrint.com - Purch	\$417.85
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$2,917.02</b>
00079943 SQUARE SQ WYOPA - Purch	\$140.49
00079943 SQUARE SQ WYOPA - Purch	\$14.76
00079651 BOS TAXI 0834 - Purchase	\$43.89
00079651 BOS TAXI 0834 - Purchase	\$4.61
00079655 WHOLEFDS NEW 10013 - Purchase	\$15.14
00079655 WHOLEFDS NEW 10013 - Purchase	\$1.59
00079670 UBER TRIP NYUIW - Purchase	\$13.29
00079670 UBER TRIP NYUIW - Purchase	\$1.40
00079675 UNITED 01626097533130 - Pur	\$27.15
00079675 UNITED 01626097533130 - Pur	\$2.85
00079758 UBER TRIP KANJS - Purchase	\$18.29
00079758 UBER TRIP KANJS - Purchase	\$1.92
00079784 WHOLEFDS NEW 10013 - Purchase	\$10.45
00079784 WHOLEFDS NEW 10013 - Purchase	\$1.10
00079789 UA INFLT 01629267469944 - Pur	\$8.68



# Bills & Claims

10/17/2018 to 11/06/2018

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00079789 UA INFLT 01629267469944 - Pur	\$0.91
00079812 MAX AND LEO ARTISAN PI - Purch	\$20.39
00079812 MAX AND LEO ARTISAN PI - Purch	\$2.14
00079884 UBER TRIP XF5KL - Purchase	\$11.74
00079884 UBER TRIP XF5KL - Purchase	\$1.23
00079885 UBER TRIP RTZTE - Purchase	\$28.52
00079885 UBER TRIP RTZTE - Purchase	\$3.00
00079909 CNCIA PARKING - Purchase	\$0.95
00079922 MCDONALD'S F32215 - Purchase	\$6.27
00079922 MCDONALD'S F32215 - Purchase	\$0.66
00079924 UNITED 01626001216114 - Pur	\$27.15
00079924 UNITED 01626001216114 - Pur	\$2.85
00079930 SQ SQ 4 CORNERS PIZZ - Purch	\$8.67
00079930 SQ SQ 4 CORNERS PIZZ - Purch	\$0.91
00079902 CROWNE PLAZA NEWTON - Purchase	\$997.63
00079902 CROWNE PLAZA NEWTON - Purchase	\$104.85
00079909 CNCIA PARKING - Purchase	\$9.05
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$1,532.53</b>
00077060 MOUNTAIN STATES LITHOG - Purch	\$120.52
00077871 TOP OFFICE PRODUCTS IN - Purch	\$38.00
00080331 4TE DEWITT WATER SYSTE - Purch	\$94.50
00078951 WYOMING STATE BAR - Purchase	\$400.00
00079175 STAPLES 00114181 - Purch	\$279.73
00079593 ATLAS OFFICE PRODUCTS - Purcha	\$222.27
00079614 CPU IIT - Purchase	\$449.00
00079699 ATLAS OFFICE PRODUCTS - Purcha	\$7.21
00079811 BLUE 360 MEDIA - Purchase	\$74.25
00079849 ADOBE ACROPRO SUBS - Purchase	\$188.87
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$1,874.35</b>
00079641 BAVCO - Purchase	\$268.00
00080236 CPS DISTRIBUTORS INC C - Purch	\$717.50
00080257 CPS DISTRIBUTORS INC C - Purch	\$281.56
00080296 SAMS CLUB #6425 - Purchase	\$36.86
00080502 BAILEYS ACE HDWE - Purchase	\$37.97
00080516 BAILEYS ACE HDWE - Purchase	\$19.98
00080526 SAMS CLUB #6425 - Purchase	\$299.98
00080539 THE HOME DEPOT #6001 - Purchas	\$46.91
00080542 WAL-MART #1617 - Purchase	\$7.37
00080556 AMZN MKTP US M87Y70N91 - Purch	\$93.20
00079957 R & R REST STOPS - Purchase	\$9,955.84
00079760 AM LEONARD - Purchase	\$79.95
00079781 VERMEER SALES & SERVIC - Purch	\$343.36
00080050 CRUM ELECTRIC SUPPLY C - Purch	\$63.89

# Bills & Claims

10/17/2018 to 11/06/2018

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00080138 CPU IIT - Purchase	\$942.00
00080160 VZWRLSS IVR VB - Purchase	\$40.01
00080167 GEMPLER'S - Purchase	\$92.44
00079370 CASPER STAR TRIBUNE - Purchase	\$223.12
00079556 BUSH-WELLS SPORTING GO - Purch	\$719.85
00079817 THE HOME DEPOT #6001 - Purchas	\$119.86
00079827 THE HOME DEPOT #6001 - Purchas	\$50.40
00080427 BAILEYS ACE HDWE - Purchase	\$11.95
00080157 HOBBY-LOBBY #0233 - Purchase	\$80.84
00080299 ALBERTSONS #0062 - Purchase	\$12.96
00080314 STAPLES 00114181 - Purch	\$17.97
00080314 STAPLES 00114181 - Purch	\$13.99
00080317 19TH HOLE CASPER - Purchase	\$53.28
00080332 RAMKOTA HOTEL AND CONF - Purch	\$58.01
00080343 RAMKOTA HOTEL AND CONF - Purch	\$56.45
00079865 THE HOME DEPOT #6001 - Purchas	\$125.85
00079870 THE HOME DEPOT #6001 - Credit	-\$125.85
00080052 BAILEYS ACE HDWE - Purchase	\$6.59
00079582 MCMURRY READY MIX - Purchase	\$500.67
00079949 STAPLES 00114181 - Purch	\$19.99
00080369 THE HOME DEPOT #6001 - Purchas	\$14.23
00079185 TETON STEEL - Purchase	\$540.00
00080070 BLOEDORN LUMBER CASPER - Purch	\$1,260.55
00080564 CASPER CONTRACTORS SUP - Purch	\$367.22
00080183 WAL-MART #1617 - Purchase	\$39.68
00080193 BUSH-WELLS SPORTING GO - Purch	\$672.50
00080248 BAILEYS ACE HDWE - Purchase	\$21.00
00080258 SUMMIT ELECTRIC, INC. - Purcha	\$131.02
00080264 KNIFE RIVER 5701 - Purchase	\$2,880.50
00080268 WYOMING RENTS LLC - Purchase	\$38.50
00080271 JIMMY JOHNS - 1638 - Purchase	\$70.44
00080277 SUMMIT ELECTRIC, INC. - Purcha	\$5,573.36
00080290 WYOMING RENTS LLC - Purchase	\$38.50
00080291 WYOMING RENTS LLC - Purchase	\$57.75
00080292 SUMMIT ELECTRIC, INC. - Purcha	\$70.00
<b>Subtotal for Cost Center Parks:</b>	<b>\$27,048.00</b>
00079953 SQUARE SQ WYOPA - Purch	\$155.25
00080063 SQUARE SQ WYOPA - Purch	\$155.25
00080080 SQUARE SQ WYOPA - Purch	\$155.25
00079848 SQU SQ THE FLOUR BIN - Purcha	\$36.75
00079671 MERBACK AWARDS COMPANY - Purch	\$193.20
00079767 ATLAS REPRODUCTION INC - Purch	\$16.50
00079955 CASPER STAR TRIBUNE - Purchase	\$72.96
00079968 CASPER STAR TRIBUNE - Purchase	\$42.72

# Bills & Claims

10/17/2018 to 11/06/2018

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00079971 CASPER STAR TRIBUNE - Purchase	\$42.72
<b>Subtotal for Cost Center Planning:</b>	<b>\$870.60</b>
00078405 TACO JOHNS 9951 AND GO - Purch	\$9.94
00079328 STARBUCKS STORE 08830 - Purcha	\$13.75
00079439 CSA - DAMAGE INSURANCE - Purch	\$99.00
00079579 PILOT 00009183 - Purch	\$46.75
00079604 SHELL OIL 57444719900 - Purcha	\$49.85
00079623 ROAD RANGER #211 - Purchase	\$40.11
00079626 SUNOCO 0672922200 QPS - Purch	\$56.07
00079639 BP#6524425AMISH MARQPS - Purch	\$63.01
00079661 SHELL OIL 910026142QPS - Purch	\$55.71
00079747 STAFFORD/QUANTICO CRTD - Purch	\$102.58
00079879 UNITED 01626000650864 - Pur	\$25.00
00079891 BONEFISH GRILL #7052 - Purchas	\$29.77
00080429 CPU IIT - Purchase	\$3,159.00
00080434 HENSLEY BATTERY&ELEC - Purchas	\$204.93
00080449 SAMS CLUB #6425 - Purchase	\$252.68
00080451 PRECISIONRIFLEWORKSHOP - Purch	\$525.00
00080466 R & R REST STOPS - Purchase	\$138.92
00080468 HOTELS.COM114450873211 - Purch	\$376.77
00080486 MCDONALD'S F35665 - Purchase	\$6.92
00080488 INTERSTATE ALL BATTERY - Purch	\$16.05
00080545 FEDEX 783364285330 - Purchase	\$19.33
00080570 HARBOR FREIGHT TOOLS 3 - Purch	\$5.99
00079901 UNITED 01626000649781 - Pur	\$25.00
00079911 HYATT REGENCY ORLD CC - Purcha	\$45.21
00079940 BONEFISH GRILL #7052 - Purchas	\$23.60
00079965 HYATT REGENCY ORLD CC - Purcha	\$23.17
00079977 KUM & GO #961 - Purchase	\$44.00
00079978 ORANGE COUNTY C C CONC - Purch	\$11.00
00079979 POPEYE'S #12004 - Purchase	\$23.72
00079987 MAVERIK CNTRY STR #2 - Purchas	\$27.60
00079990 ORANGE COUNTY C C CONC - Purch	\$9.50
00079993 RESIDENCE INNS SEAWORL - Purch	\$41.86
00079995 RESIDENCE INNS SEAWORL - Purch	\$28.90
00079996 WESTIN RIVERFRONT RESO - Purch	\$146.12
00079997 WESTIN RIVERFRONT RESO - Purch	\$146.12
00080004 PUBLIC AGENCY TRAINING - Purch	\$625.00
00080012 TARGET 00017558 - Purch	\$31.98
00080013 ORANGE COUNTY C C CONC - Purch	\$13.50
00080017 WESTIN RIVERFRONT RESO - Purch	\$146.12
00080023 ORANGE COUNTY C C CONC - Purch	\$16.75
00080031 MCDONALD'S F6814 - Purchase	\$6.69
00080060 ORANGE COUNTY C C CONC - Purch	\$15.00

# Bills & Claims

10/17/2018 to 11/06/2018

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00080062 CNCIA PARKING - Purchase	\$30.00
00080073 ROCCOS TACO AND TEQUIL - Purch	\$27.09
00080075 ORANGE COUNTY C C CONC - Purch	\$14.25
00080079 VCN NATRONAREALESTATEC - Purch	\$20.50
00080083 ROCCOS TACO AND TEQUIL - Purch	\$24.77
00080099 ATLAS REPRODUCTION INC - Purch	\$134.24
00080101 UNITED 01626004139900 - Pur	\$25.00
00080103 SAMS CLUB #6425 - Purchase	\$96.40
00080123 PILOT 00007633 - Purch	\$5.55
00080131 NOLAND FEED - Purchase	\$76.50
00080136 INT IN ON THE HOOK LL - Purch	\$299.00
00080140 PILOT 00007633 - Purch	\$39.75
00080155 INT IN JERRY POST, PS - Purch	\$800.00
00080163 UNITED 01626004143094 - Pur	\$25.00
00079881 EXXONMOBIL 46937686 - Purch	\$36.95
00079886 CNCIA PARKING - Purchase	\$25.00
00079898 NMI NATIONWIDE - Purchase	\$50.00
00079908 FIRST WATCH 245 - Purchase	\$17.70
00079919 NOLAND FEED - Purchase	\$114.75
00079920 LA ME RESTAURANT - Purchase	\$13.64
00079921 EXXONMOBIL 47954649 - Purch	\$25.42
00079937 RIPARIAN GRILLE - Purchase	\$14.83
00079944 SPRING CREEK MESQUITE - Purcha	\$18.02
00079950 FRY'S ELECTRONICS #37 - Purchas	\$6.47
00079958 BONEFISH GRILL #7052 - Purchas	\$26.12
00079967 SONNY BRYANS E13 DFW - Purchas	\$18.99
00079980 UNITED 01626002206990 - Pur	\$30.00
00079988 EMBASSY SUITES DALLA - Purchas	\$14.83
00080010 BONEFISH GRILL #7052 - Purchas	\$30.46
00080021 HOTELS.COM152657479704 - Purch	\$285.75
00080028 ORANGE COUNTY C C CONC - Purch	\$12.00
00080051 MCDONALD'S F13573 - Purchase	\$8.89
00077722 DAYLIGHT DONUTS & YELL - Purch	\$22.39
00079616 GALLS - Purchase	\$11.70
00079632 GALLS - Purchase	\$58.50
00079880 UNITED 01626000646185 - Pur	\$25.00
00079802 UNITED 01626098970440 - Pur	\$30.00
00079830 CHICK-FIL-A - Purchase	\$10.16
00079851 CHAPPS HAMBURGERS - BO - Purch	\$15.26
00079873 INT IN JERRY POST, PS - Purch	\$1,050.00
00079904 GULF STATES DISTRI - Purchase	\$3,125.00
00079910 GULF STATES DISTRI - Purchase	\$9,300.00
00079915 E&F HOLDING CO. - Purchase	\$90.00
00079931 CPU IIT - Purchase	\$305.00
00079946 SAFARILAND - Purchase	\$2,620.00

# Bills & Claims

10/17/2018 to 11/06/2018

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00079951 AMZN MKTP US MT8AC26R1 - Purch	\$28.61
00079984 SOURCE OFFICE - VITAL - Purcha	\$655.99
00079673 BUDGET.COM PREPAY RESE - Credi	-\$334.79
00080200 QDOBA 2346 - Purchase	\$9.47
00080223 CARLS JR 7213 1198 - Purchase	\$9.88
00080249 SHELL OIL 57444149009 - Purcha	\$37.57
00080300 BUDGET RENT ACAR TOLLS - Purch	\$30.46
00080432 OCHARLEYS426MORSVLE - Purchase	\$14.19
00080461 ZYDECOS #5 - Purchase	\$23.00
00080479 CULVER'S OF INDIAN - Purchase	\$13.93
00080490 EXXONMOBIL 99250250 - Purch	\$23.63
00080579 VZWRLSS IVR VB - Purchase	\$920.25
00080595 MOUNTAIN STATES LITHOG - Purch	\$73.04
00080607 AMZN MktP US M84P153J1 - Purch	\$164.43
00080609 INT IN THE BLUE LINE - Purcha	\$447.00
00080612 INTUIT IN PEDENS INC - Purch	\$12.00
00080635 GALLS - Purchase	\$191.85
00080654 SOURCE OFFICE - VITAL - Purcha	\$430.63
00080659 FEDEX 90203286 - Purchase	\$26.46
00080664 LOVE S COUNTRY00002204 - Purch	\$33.16
00080670 HAT SIX TRAVEL CENTE - Purchas	\$49.55
00080672 WYOMING CAMERA - Purchase	\$44.99
00080698 FREDDYS FROZEN CUSTARD - Purch	\$6.37
00080706 LOVE S COUNTRY00002204 - Purch	\$2.55
00080710 WM SUPERCENTER #3778 - Purchas	\$17.89
00080711 WHEATLAND TRAVEL CEN - Purchas	\$45.11
00080715 WYOMING CAMERA - Purchase	\$146.40
00080720 TIME PARK LOT 9 - Purchase	\$13.00
00080194 WYOMING WORK WAREHOUSE - Purch	\$46.99
00080206 WAL-MART #4054 - Purchase	\$5.96
00080233 MCDONALD'S F13573 - Purchase	\$8.65
00080262 WAL-MART #4054 - Purchase	\$21.09
00080278 Rallys Hamburgers - Purchase	\$12.61
00080319 WESTIN RIVERFRONT RESO - Purch	\$188.60
00080366 PILOT 00003087 - Purch	\$27.29
00080384 RED ROBIN NO 436 - Purchase	\$20.24
00080419 DLX FOR BUSINESS - Purchase	\$283.87
00080481 SHELL OIL 12598486004 - Purcha	\$69.53
00080267 PROSIT FINE BEERS - Purchase	\$11.70
00080287 TAQUERIA NO SE HAGAN B - Purch	\$5.55
00080312 DAIRY QUEEN - Purchase	\$8.68
00080329 STARBUCKS AVON RIVERFR - Purch	\$5.69
00080355 BLUE SKY - Purchase	\$26.00
00080362 STARBUCKS AVON RIVERFR - Purch	\$5.69
00080102 UNITED 01626004143982 - Pur	\$25.00

# Bills & Claims

10/17/2018 to 11/06/2018

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00080108 USPS PO 5715580945 - Purchase	\$6.70
00080174 UNITED 01624211386921 - Pur	\$638.10
00080204 GALLS - Purchase	\$1,493.60
00080220 MOUNTAIN STATES LITHOG - Purch	\$464.57
00080234 PAYPAL BBRUBBERSTA - Purchase	\$30.98
00080242 STAPLES 00114181 - Purch	\$9.99
00080243 EXXONMOBIL 47889647 - Purch	\$51.53
00080255 TAQUERIA NO SE HAGAN B - Purch	\$12.30
00080260 PROSIT FINE BEERS - Purchase	\$15.54
00080261 TAQUERIA NO SE HAGAN B - Purch	\$14.47
00080265 BANGKOK CAFE - Purchase	\$23.92
00080269 PROSIT FINE BEERS - Purchase	\$11.64
00080276 WHEATLAND TRAVEL CEN - Purchas	\$3.78
00080280 PROSIT FINE BEERS - Purchase	\$23.85
00080289 WHEATLAND TRAVEL CEN - Purchas	\$11.57
00080293 SHELL OIL 574424606QPS - Purch	\$31.59
00080294 TAQUERIA NO SE HAGAN B - Purch	\$6.55
00080305 WESTIN RIVERFRONT RESO - Purch	\$188.60
00080321 VZWRLSS IVR VB - Purchase	\$973.37
00080324 DAIRY QUEEN - Purchase	\$7.62
00080335 STARBUCKS AVON RIVERFR - Purch	\$5.69
00080340 EXXONMOBIL 48178628 - Purch	\$47.93
00080344 STARBUCKS AVON RIVERFR - Purch	\$7.23
00080347 7-ELEVEN 34209 - Purchase	\$4.04
00080353 STAPLES 00114181 - Purch	\$36.99
00080359 STARBUCKS AVON RIVERFR - Purch	\$6.23
00080375 SOURCE OFFICE - VITAL - Purcha	\$335.80
00080376 PILOT 00003087 - Purch	\$8.97
00080381 PILOT 00003087 - Purch	\$4.55
00079913 HYATT REGENCY ORLD CC - Purcha	\$23.00
00079947 BONEFISH GRILL #7052 - Purchas	\$28.33
00079976 MAINEVENTORLANDO-REST - Purcha	\$14.51
00079986 ORANGE COUNTY C C CONC - Purch	\$16.25
00080014 RESIDENCE INNS SEAWORL - Purch	\$40.00
00080033 ORANGE COUNTY C C CONC - Purch	\$13.50
00080047 ROCCOS TACO AND TEQUIL - Purch	\$23.10
00079888 GALLS - Credit	-\$95.44
<b>Subtotal for Cost Center Police:</b>	<b>\$34,229.56</b>
00080363 KURT USA - Purchase	\$261.94
00079383 DELTA 00682766360920 - Pur	\$25.00
00080641 PIZZA RANCH CASPER - Purchase	\$52.96
00080321 VZWRLSS IVR VB - Purchase	\$80.02
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$419.92</b>

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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00079903 ATLAS OFFICE PRODUCTS - Purcha	\$81.90
00079201 CPU IIT - Purchase	\$89.00
00080202 ATLAS OFFICE PRODUCTS - Purcha	\$9.68
00080266 URGENT CARE OF CASPER - Purcha	\$408.00
00080279 EXPEDIA 7386141960136 - Purcha	\$3.17
00080315 AMERICAN 00172161313553 - Pur	\$244.30
00080328 DELTA 00672656042354 - Pur	\$140.80
00080337 PUBLIC RISK MANAGEMENT - Purch	\$735.00
00080380 PGA NATIONAL RESORT - Purchase	\$209.05
00079926 J J KELLER & ASSOCIATE - Purch	\$1,990.00
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$3,910.90</b>
00079610 DOLLAR TREE - Purchase	\$26.00
00079610 DOLLAR TREE - Purchase	\$30.00
00079994 BAILEYS ACE HDWE - Purchase	\$53.98
00080022 AMZN MKTP US MT1400SM1 - Purch	\$81.90
00080038 STAPLES DIRECT - Purchase	\$33.38
00080057 THE HOME DEPOT #6001 - Purchas	\$12.97
00079714 STAPLES DIRECT - Credit	-\$25.55
00079779 NORCO INC - Purchase	\$227.42
00079787 AMZN Mktp US MT35N4Q31 - Purch	\$50.97
00079803 NORCO INC - Purchase	\$2.42
00079836 ACT CITY OF CASPER - Purchase	\$912.00
00079897 SAMS CLUB #6425 - Purchase	\$61.76
00079985 AMZN Mktp US MT3LC97E1 - Purch	\$79.89
00079985 AMZN Mktp US MT3LC97E1 - Purch	\$19.99
00079991 AMZN Mktp US MT6QB9DX0 - Purch	\$22.22
00080447 AMZN MKTP US M820L5FO0 - Purch	\$69.32
00080455 HOBBY-LOBBY #0233 - Purchase	\$28.46
00080471 DOMINO'S 6042 - Purchase	\$60.39
00080520 AMZN MKTP US M86OB23E2 - Purch	\$186.79
00080549 AMZN Mktp US M87AL3N31 - Purch	\$5.32
00080549 AMZN Mktp US M87AL3N31 - Purch	\$9.49
00080589 STAPLES DIRECT - Purchase	\$24.29
00080613 SAMSCLUB #6425 - Purchase	\$70.42
00080613 SAMSCLUB #6425 - Purchase	\$13.32
00080301 GRAINGER - Purchase	\$104.40
00080351 SAMS CLUB #6425 - Purchase	\$325.52
00080396 DOLLAR TREE - Purchase	\$30.00
<b>Subtotal for Cost Center Recreation:</b>	<b>\$2,517.07</b>
00080367 AHERN RENTALS INC - Purchase	\$466.40
00080374 AHERN RENTALS INC - Purchase	\$225.43
00080382 CASPER TIRE 0000705 - Purchase	\$50.00
00080387 AHERN RENTALS INC - Purchase	\$234.11

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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00080390 CONOCO - HOMAX OIL SAL - Purch	\$110.90
00080522 CMI-TECO - Purchase	\$5,804.28
00080523 CMI-TECO - Purchase	\$642.27
00080533 CMI-TECO - Purchase	\$1,830.47
00080536 CMI-TECO - Purchase	\$617.07
00080547 CMI-TECO - Purchase	\$1,693.61
00080551 CMI-TECO - Purchase	\$510.14
00080552 CMI-TECO - Purchase	\$1,344.31
00080557 CMI-TECO - Purchase	\$347.83
00080560 CMI-TECO - Purchase	\$2,380.52
00080561 CMI-TECO - Purchase	\$2,401.26
00080562 CMI-TECO - Purchase	\$2,526.96
00079960 AHERN RENTALS INC - Purchase	\$42.80
00080020 COMMUNICATION TECH-M - Purchas	\$257.50
00080045 AIRGAS CENTRAL - Purchase	\$94.02
00080065 WYOMING STEEL AND RECY - Purch	\$448.77
00079703 INTUIT IN ICLEAN307 - Purcha	\$298.76
00079794 CMI-TECO - Purchase	\$37.00
00079814 WYOMING STEEL AND RECY - Purch	\$4,515.30
00079820 INTUIT IN PEDENS INC - Purch	\$905.00
00079842 AIRGAS CENTRAL - Purchase	\$33.20
00079858 PACIFIC HIDE AND FUR # - Purch	\$689.40
00080460 SAMSClub.COM - Purchase	\$110.00
00080304 AIRGAS CENTRAL - Purchase	\$88.13
00080106 AIRGAS CENTRAL - Purchase	\$33.20
00080141 BLOEDORN LUMBER CASPER - Purch	\$53.07
00080152 SAMS CLUB #6425 - Purchase	\$172.35
00080192 E&F HOLDING CO. - Purchase	\$300.00
00080211 CASPER TIRE 0000705 - Purchase	\$35.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$29,299.06</b>
00079992 BLOEDORN LUMBER CASPER - Purch	\$357.29
00079793 CASPER STAR TRIBUNE - Purchase	\$480.00
00080507 LETZ'S RADIO SUPPLY - Purchase	\$522.00
00080420 CASPER STAR TRIBUNE - Purchase	\$489.04
00080310 KNIFE RIVER 5701 - Purchase	\$268.75
00080413 GRAINGER - Purchase	\$110.12
00079771 WYOMING ASSOCIATION OF - Purch	\$680.00
00079782 WATERWORKS IND 2697 - Purchase	\$131.36
00079846 CASPER CONTRACTORS SUP - Purch	\$35.72
00079952 MENARDS CASPER WY - Purchase	\$3.38
00080046 PURVIS INDUSTRIES 67 - Purchas	\$88.20
00080055 BAILEYS ACE HDWE - Purchase	\$13.98
00080094 CRUM ELECTRIC SUPPLY C - Purch	\$52.01
00080097 NORCO INC - Purchase	\$39.03



# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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00080170 WATERWORKS IND 2697 - Purchase	\$1,034.59
<b>Subtotal for Cost Center Sewer:</b>	<b>\$4,305.47</b>
00079325 CASPER STAR TRIBUNE - Purchase	\$511.16
00080044 SQ SQ ATLANTIC ELECT - Purch	\$10,100.00
00080049 SONNYS RV SALES - Purchase	\$56.40
00080064 DENVER INDUSTRIAL SALE - Purch	\$18,852.75
00080089 VZWRLSS IVR VB - Purchase	\$40.01
00080090 THE HOME DEPOT #6001 - Purchas	\$107.85
00080096 THE HOME DEPOT #6001 - Purchas	\$157.91
00080117 SOURCE OFFICE - VITAL - Purcha	\$189.08
00079850 TOP OFFICE PRODUCTS IN - Purch	\$74.93
00079783 WM SUPERCENTER #1617 - Purchas	\$27.76
00079804 CASPER CONTRACTORS SUP - Purch	\$106.14
00079945 AMERIGAS PRODUCT - Purchas	\$47.10
00080454 ADVANCED TRAFFIC PRODU - Purch	\$302.00
00080475 ECONOLITE - Purchase	\$326.18
00080224 ALBERTSONS #0062 - Purchase	\$20.00
00080225 SIX ROBBLEES NO 19 - Purchase	\$124.07
00080314 STAPLES 00114181 - Purch	\$17.98
00080333 SOURCE OFFICE - VITAL - Purcha	\$927.40
00080395 CASPER STAR TRIBUNE - Purchase	\$189.94
00080411 CASPER STAR TRIBUNE - Purchase	\$190.84
00080218 SOURCE OFFICE - VITAL - Purcha	\$192.99
<b>Subtotal for Cost Center Streets:</b>	<b>\$32,562.49</b>
00079882 GRAINGER - Purchase	\$267.00
00079894 RUSSELL INDUSTRIES INC - Purch	\$2,214.85
00079906 RUSSELL INDUSTRIES INC - Purch	\$1,908.86
00079918 GRAINGER - Purchase	\$425.08
00079923 HOSE & RUBBER SUPPLY C - Purch	\$26.83
00079961 CASPER WINNELSON CO - Purchase	\$12.40
00079791 WYOMING ASSOCIATION OF - Purch	\$85.00
00079798 GRAINGER - Purchase	\$22.38
00079344 CASPER STAR TRIBUNE - Purchase	\$223.12
00080428 THE HOME DEPOT #6001 - Purchas	\$67.78
00080489 PARTMASTER - Purchase	\$346.52
00080494 ENERGY LABORATORIES, I - Purch	\$229.00
00080496 CONOCO - HOMAX OIL SAL - Purch	\$570.95
00080499 CASPER WINNELSON CO - Purchase	\$42.48
00080505 SAMS CLUB #6425 - Purchase	\$143.96
00080506 WYOMING OTOLARYNGOLOGY - Purch	\$250.00
00080507 LETZ'S RADIO SUPPLY - Purchase	\$522.00
00080508 WESTERN STATES FIRE PR - Purch	\$237.00
00080538 COASTAL CHEMICAL CO IN - Purch	\$473.60

# Bills & Claims

10/17/2018 to 11/06/2018

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00080555 PACE ANALYTICAL SERVIC - Purch	\$30.00
00080555 PACE ANALYTICAL SERVIC - Purch	\$1,738.00
00080402 CASPER STAR TRIBUNE - Purchase	\$520.64
00080252 GRAINGER - Credit	-\$267.07
00080285 BAILEYS ACE HDWE - Purchase	\$115.94
00080288 BLOEDORN LUMBER CASPER - Purch	\$17.78
00080322 LOAF N JUG #0119 Q81 - Purch	\$17.00
00080356 WEAR PARTS INC - Purchase	\$32.66
00080389 TFS FISHER SCI ATL - Purchase	\$26.46
00080391 LOAF N JUG #0119 Q81 - Purch	\$20.00
00080394 HOLIDAY INN - Purchase	\$184.04
00080412 HOLIDAY INN - Purchase	\$184.04
00079969 BAILEYS ACE HDWE - Purchase	\$154.29
00080039 BLOEDORN LUMBER CASPER - Purch	\$47.48
00080066 FERGUSON ENT #3069 - Purchase	\$77.97
00080074 USPS PO 5715580478 - Purchase	\$6.70
00080095 CASPER WINNELSON CO - Purchase	\$18.07
00080134 TFS FISHER SCI ATL - Purchase	\$383.41
00080143 CASPER WINNELSON CO - Purchase	\$73.20
00080162 CASPER WINNELSON CO - Purchase	\$96.74
00080199 BAILEYS ACE HDWE - Purchase	\$146.94
00080226 PURVIS INDUSTRIES 67 - Purchas	\$263.72
00080231 BAILEYS ACE HDWE - Credit	-\$154.29
00080251 CASPER FIRE EXTINGUISH - Purch	\$19.50
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$11,822.03</b>
00079861 EUROFINS EATON ANALYTI - Purch	\$1,700.00
00080002 UNITED STATES WELDING - Purcha	\$21.10
00080026 USPS PO 5762700491 - Purchase	\$500.00
00079627 MPI WAREHOUSE CO INC - Purchas	\$66.70
00079773 WYOMING ASSOCIATION OF - Purch	\$85.00
00079785 NACE INTERNATIONAL - Purchase	\$140.00
00079788 TOP OFFICE PRODUCTS IN - Purch	\$152.62
00079806 ENERGY LABORATORIES, I - Purch	\$22.00
00079807 BEARING BELTCHAIN00244 - Purch	\$29.98
00079815 ENERGY LABORATORIES, I - Purch	\$352.00
00079821 BEARING BELTCHAIN00244 - Purch	\$28.76
00080426 INBERG-MILLER ENGINEER - Purch	\$187.00
00080439 UNION WIRELESS - Purchase	\$129.03
00080452 INTERSTATE ALL BATTERY - Purch	\$751.80
00080457 BEARING BELTCHAIN00244 - Purch	\$112.93
00080495 RUSSELL INDUSTRIES INC - Purch	\$453.74
00080504 ENERGY LABORATORIES, I - Purch	\$374.00
00080511 GUNNERS METERS - Purchase	\$1,675.00
00080513 WYOMING STEEL AND RECY - Purch	\$65.10

# Bills & Claims

10/17/2018 to 11/06/2018

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00080521 HOSE & RUBBER SUPPLY C - Purch	\$12.41
00080537 HOSE & RUBBER SUPPLY C - Purch	\$59.65
00080540 WATERWORKS IND 2697 - Purchase	\$472.70
00080548 WATERWORKS IND 2697 - Purchase	\$216.03
00080550 SUTHERLANDS 2219 - Purchase	\$11.98
00080633 MSPS - Purchase	\$6,166.76
00080661 MSPS - Purchase	\$4,110.12
00080254 ENERGY LABORATORIES, I - Purch	\$374.00
00080407 ENERGY LABORATORIES, I - Purch	\$330.00
00080061 GEORGE T SANDERS 20 - Purchase	\$162.32
00080069 HOSE & RUBBER SUPPLY C - Purch	\$75.94
00080078 PACIFIC HIDE AND FUR # - Purch	\$123.13
00080203 NORCO INC - Purchase	\$27.96
00080212 ATLAS OFFICE PRODUCTS - Purcha	\$12.75
<b>Subtotal for Cost Center Water:</b>	<b>\$19,002.51</b>
00079889 ENERGY LABORATORIES - Purchase	\$462.00
00079929 FEDEX 99962283 - Purchase	\$33.82
00079959 AUTOMATION ELECTRONICS - Purch	\$951.90
00079981 UPS 000008F045W408 - Purchase	\$129.40
00080001 GRAINGER - Purchase	\$234.50
00080018 BEARING BELTCHAIN00244 - Purch	\$11.49
00080024 GREINER FORD LINCOLN O - Purch	\$52.09
00080025 UNITED STATES WELDING - Purcha	\$3,706.62
00080076 GRAINGER - Purchase	\$234.50
00080120 EUROFINS EATON ANALYTI - Purch	\$200.00
00080151 SUTHERLANDS 2219 - Purchase	\$46.28
00080168 RESPOND FIRST AID OF W - Purch	\$49.36
00079841 FERGUSON ENT #1116 - Purchase	\$3,962.67
00079857 COASTAL CHEMICAL CO LL - Purch	\$208.23
00080529 POWER SERVICE INC - Purchase	\$8,780.95
00080598 SWI, LLC. - Purchase	\$275.81
00080354 SUBWAY 03126703 - Purch	\$96.04
00080364 SUBWAY 03126703 - Purch	\$24.99
00080480 SMITHS FOOD #4185 - Purchase	\$19.98
00080286 USPS PO 5715580478 - Purchase	\$12.90
00080302 CASPER STAR TRIBUNE - Purchase	\$43.54
00080307 BOBCAT OF CASPER - Purchase	\$250.56
00080316 USPS PO 5715580945 - Purchase	\$13.40
00080373 UNITED STATES WELDING - Purcha	\$3,489.95
00080378 ENERGY LABORATORIES - Purchase	\$231.00
00080003 PROKOTEENGINEERINGSUPP - Purch	\$755.00
00080182 AWWA.ORG - Purchase	\$303.00
00080187 WEAR PARTS INC - Purchase	\$53.06
00080210 ATLAS OFFICE PRODUCTS - Purcha	\$85.78

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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00080217 CRUM ELECTRIC SUPPLY C - Purch	\$20.88
00080229 ENERGY LABORATORIES - Purchase	\$337.00
00080240 CASPER CONTRACTORS SUP - Purch	\$7.98
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$25,084.68</b>

00080176 HOLIDAY INN - CODY - Purchase	\$402.21
00080177 EXXONMOBIL 45378098 - Purch	\$49.00
00080239 HOLIDAY INN - CODY - Purchase	\$402.21
00080332 RAMKOTA HOTEL AND CONF - Purch	\$58.01
00080343 RAMKOTA HOTEL AND CONF - Purch	\$56.45
00080005 GRANNYS RESTAURANT - Purchase	\$26.80
00080092 WENDY'S 15016 - Purchase	\$12.06
00080142 BUBBAS BARBQUE - Purchase	\$47.44
00080370 INT IN ROTARY CLUB OF - Purch	\$228.00
00080197 AMERI-TECH EQUIPMENT C - Purch	\$14.18
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$1,296.36</b>

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<b>Vendor Subtotal:</b>	<b>\$305,983.16</b>
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## POSTAL PROS SOUTHWEST INC

49329 WEB POSTING	\$2,621.47
5464 UTILITY BILLING FEES	\$7,082.74
5326 UTILITY BILLING FEES	\$2,839.32
5474 UTILITY BILLING FEES	\$2,837.65
5509 UTILITY BILLING FEES	\$2,556.89
<b>Subtotal for Cost Center Finance:</b>	<b>\$17,938.07</b>

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<b>Vendor Subtotal:</b>	<b>\$17,938.07</b>
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## PRINTWORKS

11690 PRINTING-ENV, BLDG PER, ENERGY	\$649.42
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$649.42</b>

11685 WINDOW ENVELOPES	\$223.15
<b>Subtotal for Cost Center Water:</b>	<b>\$223.15</b>

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<b>Vendor Subtotal:</b>	<b>\$872.57</b>
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## PUBLIC SAFETY COMMUNICATIONS CENTER

734/167810 PSCC MONTHLY USER FEE	\$5,090.90
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$5,090.90</b>

1276/167811 PSCC MONTHLY USER FEE	\$533.60
<b>Subtotal for Cost Center Water:</b>	<b>\$533.60</b>

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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<b>Vendor Subtotal:</b>	<b>\$5,624.50</b>
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## R DONALD CRAWFORD

RIN0029006 TRAVEL REIMBURSEMENT	\$289.95
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<b>Subtotal for Cost Center Golf Course:</b>	<b>\$289.95</b>
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RIN0029006 TRAVEL REIMBURSEMENT	\$289.95
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<b>Subtotal for Cost Center Hogadon:</b>	<b>\$289.95</b>
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RIN0029006 TRAVEL REIMBURSEMENT	\$289.95
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<b>Subtotal for Cost Center Parks:</b>	<b>\$289.95</b>
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RIN0029006 TRAVEL REIMBURSEMENT	\$289.95
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<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$289.95</b>
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<b>Vendor Subtotal:</b>	<b>\$1,159.80</b>
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## RANDY OGDEN

RIN0029018 TRAVEL EXPENSES	\$71.00
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<b>Subtotal for Cost Center Waste Water:</b>	<b>\$71.00</b>
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<b>Vendor Subtotal:</b>	<b>\$71.00</b>
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## RICOH USA PROGRAM PROVIDED BY GE CAPITAL

5054679373 COPIER MAIN	\$70.24
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<b>Subtotal for Cost Center Police:</b>	<b>\$70.24</b>
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<b>Vendor Subtotal:</b>	<b>\$70.24</b>
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## ROCKY MOUNTAIN POWER

AP00016910291805 ELECTRICITY	\$1,376.82
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<b>Subtotal for Cost Center Aquatics:</b>	<b>\$1,376.82</b>
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RIN0028984 GAS SYSTEM CLOSED BALEFILL	\$442.33
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AP00016710291805 ELECTRICITY	\$7,708.18
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<b>Subtotal for Cost Center Balefill:</b>	<b>\$8,150.51</b>
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AP00016810291805 ELECTRICITY	\$118.06
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<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$118.06</b>
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AP00015010291805 ELECTRICITY	\$131.61
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<b>Subtotal for Cost Center Cemetery:</b>	<b>\$131.61</b>
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AP00016210291805 ELECTRICITY	\$333.13
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<b>Subtotal for Cost Center Communications Center:</b>	<b>\$333.13</b>
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# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

AP00015510291805 ELECTRICITY	\$2,554.22
<b>Subtotal for Cost Center Fire:</b>	<b>\$2,554.22</b>
AP00015410291805 ELECTRICITY	\$3,037.73
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$3,037.73</b>
AP00016010291805 ELECTRICITY	\$727.19
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$727.19</b>
AP000244102518 ELECTRICITY	\$73.74
AP00016110291805 ELECTRICITY	\$5,517.94
AP00018010291805 ELECTRICITY	\$2,936.39
AP00018110291805 ELECTRICITY	\$4,192.69
AP00023610291805 ELECTRICITY	\$59.08
<b>Subtotal for Cost Center Parks:</b>	<b>\$12,779.84</b>
AP00016210291805 ELECTRICITY	\$33.30
<b>Subtotal for Cost Center Police:</b>	<b>\$33.30</b>
AP00016310291805 ELECTRICITY	\$344.79
<b>Subtotal for Cost Center Sewer:</b>	<b>\$344.79</b>
AP00016410291805 ELECTRICITY	\$46,643.78
AP00017010291805 ELECTRICITY	\$68.69
AP00024110291805 ELECTRICITY	\$82.79
<b>Subtotal for Cost Center Streets:</b>	<b>\$46,795.26</b>
AP00016610291805 ELECTRICITY	\$22,880.02
AP00024210291805 ELECTRICITY	\$158.92
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$23,038.94</b>
AP00016510291805 ELECTRICITY	\$33,114.73
AP00024310291805 ELECTRICITY	\$400.30
<b>Subtotal for Cost Center Water:</b>	<b>\$33,515.03</b>
RIN0028998 ENERGY - ELECTRICITY	\$85,717.82
RIN0028998 ENERGY - ELECTRICITY	\$11,185.70
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$96,903.52</b>
<b>Vendor Subtotal:</b>	<b>\$229,839.95</b>
6453 INS CLAIM NO. 1499CA/ 141491	\$1,352.70
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$1,352.70</b>
<b>ROD BARSTAD'S PAINT &amp; AUTO BODY</b>	

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

NOTE: DUES:

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**Vendor Subtotal:** **\$1,352.70**

## ROTARY CLUB OF CASPER

5960 MEMBERSHIP DUES/MEALS CN \$228.00

**Subtotal for Cost Center City Manager:** **\$228.00**

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**Vendor Subtotal:** **\$228.00**

## SALEM MINERALS INC.

37762 GOLD VIALS FOR RESALE \$744.49

**Subtotal for Cost Center General - Fort Caspar:** **\$744.49**

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**Vendor Subtotal:** **\$744.49**

## SENIOR PATIENT ADVOCATES

2018-0427 OTHER CONTRACTUAL \$900.00

**Subtotal for Cost Center Health Insurance:** **\$900.00**

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

## SHOEMAKE, PENNY

0031903896 UTILITY REFUND \$53.60

**Subtotal for Cost Center Water:** **\$53.60**

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**Vendor Subtotal:** **\$53.60**

## SHOSHONE DISTRIBUTING CO., INC.

6530 RESALE ITEMS IN MUSEUM STORE \$245.00

**Subtotal for Cost Center General - Fort Caspar:** **\$245.00**

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**Vendor Subtotal:** **\$245.00**

## SKYLINE RANCHES

RIN0028926 201 SEWER \$974.13

RIN0028926 201 SEWER -\$97.41

RIN0029027 201 SEWER \$991.54

RIN0029027 201 SEWER -\$99.15

**Subtotal for Cost Center Sewer:** **\$1,769.11**

RIN0028926 201 SEWER -\$563.85

RIN0029027 201 SEWER -\$563.85

**Subtotal for Cost Center Waste Water:** **-\$1,127.70**

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**Vendor Subtotal:** **\$641.41**

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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<b>STACE RYDEN</b>	RIN0028997 WORK PANTS	\$100.00
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$100.00</b>
	<b>Vendor Subtotal:</b>	<b>\$100.00</b>
<b>STATELINE NO 7 ARCHITECTS</b>	1759 CTY HLL REFRSH REVW SMPLS/BIDS	\$555.00
	<b>Subtotal for Cost Center Perpetual Care:</b>	<b>\$555.00</b>
	<b>Vendor Subtotal:</b>	<b>\$555.00</b>
<b>STEALTH PARTNER GROUP</b>	RIN0029029 MEDICAL STOP LOSS	\$53,841.05
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$53,841.05</b>
	<b>Vendor Subtotal:</b>	<b>\$53,841.05</b>
<b>STEPHANIE GASTIL</b>	RIN0028981 CLASS REFUND	\$129.00
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$129.00</b>
	<b>Vendor Subtotal:</b>	<b>\$129.00</b>
<b>STEVEN NUNN</b>	RIN0029021 TRAVEL EXPENSES	\$7.58
	<b>Subtotal for Cost Center Police:</b>	<b>\$7.58</b>
	<b>Vendor Subtotal:</b>	<b>\$7.58</b>
<b>TAMMY ESCARSEGA</b>	RIN0029031 UTILITY REFUND	\$50.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$50.00</b>
	<b>Vendor Subtotal:</b>	<b>\$50.00</b>
<b>TEJERA, ASHLEY</b>	0031903900 UTILITY REFUND	\$52.54
	<b>Subtotal for Cost Center Water:</b>	<b>\$52.54</b>
	<b>Vendor Subtotal:</b>	<b>\$52.54</b>
<b>TEST AMERICA</b>	2800002295 OLD LANDFILL GRD WATER ANALYSI	\$1,592.50



# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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<b>LABORATORIES, INC</b>	2800002395 POST CLOSURE GRD WATER ANALYSI	\$1,286.00
	2800002390 POST CLOSURE OLD LANDFILL	\$673.00
	2800002455 CLOSED BALEFILL WATER ANALYSIS	\$979.50
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$4,531.00</b>
<b>Vendor Subtotal:</b>	<hr/> <b>\$4,531.00</b>	
<b>THE WOLCOTT GALLERIA</b>	2272 PROGRAMS & PROJECTS	\$497.50
	2270 PROGRAMS & PROJECTS	\$250.00
	<b>Subtotal for Cost Center Human Resources:</b>	<b>\$747.50</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$747.50</b>
<b>TIFFANY ELHART</b>	5083467 CLOTHING PURCHASES	\$199.08
	<b>Subtotal for Cost Center Police:</b>	<b>\$199.08</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$199.08</b>
<b>TOP OFFICE PRODUCTS</b>	170235 COPY CHARGE MX-305V SEPT2018	\$266.09
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$266.09</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$266.09</b>
<b>TRANSMISSION DISTRIBUTION SERVICE</b>	RIN0029025 RETAINAGE RELEASE 18-012	\$7,229.25
	<b>Subtotal for Cost Center Capital Projects - Engineering:</b>	<b>\$7,229.25</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$7,229.25</b>
<b>TRETO CONST.</b>	1342A #18-038 TRASH RECEPTACLE PAD	\$19,950.00
	<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$19,950.00</b>
	1344A GOODSTEIN CONCRETE REPAIRS	\$18,600.00
	1344A GOODSTEIN CONCRETE REPAIRS	\$8,720.00
	<b>Subtotal for Cost Center Streets:</b>	<b>\$27,320.00</b>
<b>Vendor Subtotal:</b>	<hr/> <b>\$47,270.00</b>	
<b>TWEED'S WHOLESALE</b>	366311 SUPPLIES	\$502.13
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$502.13</b>

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

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**Vendor Subtotal:** **\$502.13**

**URGENT CARE OF CASPER  
LLC.**

4926 PRE HIRE MEDICAL TESTING \$1,500.00  
**Subtotal for Cost Center Police:** **\$1,500.00**

**Vendor Subtotal:** **\$1,500.00**

**VEOLIA WATER  
TECHNOLOGIES INC**

18005144 RI 05000 MECTAN GRIT REMOVAL MECHANISM \$42,625.40  
18005144 RI 05000 MECTAN GRIT REMOVAL MECHANISM \$117.40  
**Subtotal for Cost Center Waste Water:** **\$42,742.80**

**Vendor Subtotal:** **\$42,742.80**

**WALKER GALLOWAY**

RIN0029022 TRAVEL EXPENSES \$301.44  
**Subtotal for Cost Center Police:** **\$301.44**

**Vendor Subtotal:** **\$301.44**

**WARDWELL WATER &  
SEWER DISTRICT**

RIN0028959 BOOSTER IRRIGATION \$134.20  
**Subtotal for Cost Center Water Treatment Plant:** **\$134.20**

**Vendor Subtotal:** **\$134.20**

**WARRIOR KIT INC**

WK18-348A UNIFORMS \$22,219.92  
**Subtotal for Cost Center Police:** **\$22,219.92**

**Vendor Subtotal:** **\$22,219.92**

**WASTE WATER TREATMENT**

1276/168145 201 SEWER \$358,698.89  
**Subtotal for Cost Center Sewer:** **\$358,698.89**

**Vendor Subtotal:** **\$358,698.89**

**WEST INTERACTIVE  
SERVICES CORPORATION**

98413 WEBSITE MAINTENANCE RENEWAL \$4,500.00  
**Subtotal for Cost Center Information Services:** **\$4,500.00**

**Vendor Subtotal:** **\$4,500.00**

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

<b>WESTERN BUSINESS SOLUTIONS</b>	8632 ANNUAL AGREEMENT FOR POS IN MU <b>Subtotal for Cost Center Fort Caspar:</b>	\$495.00 <b>\$495.00</b>
	<b>Vendor Subtotal:</b>	<b>\$495.00</b>
<b>WESTERN ECO SYSTEMS TECHNOLOGY INC.</b>	61537 #17-097 N PLATTE RIVER EXPOSED <b>Subtotal for Cost Center Water:</b>	\$1,777.50 <b>\$1,777.50</b>
	<b>Vendor Subtotal:</b>	<b>\$1,777.50</b>
<b>WESTERN MEDICAL ASSOC., LLC</b>	RIN0028985 Level 1 Testing <b>Subtotal for Cost Center Fire:</b>	\$1,725.00 <b>\$1,725.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,725.00</b>
<b>WESTERN PLAINS LANDSCAPING LLC.</b>	20538 MARION KREINER SPLASH PAD 14-7 20543 MARION KREINER SPLASH PAD 14-7 20543 MARION KREINER SPLASH PAD 14-0 <b>Subtotal for Cost Center Aquatics:</b>	\$12,693.10 \$26,813.58 \$6,521.67 <b>\$46,028.35</b>
	20538 RETAINAGE 14-70 RIN0029028 RET REL 14-77 20543 RETAINAGE 14-70 <b>Subtotal for Cost Center Capital Projects - Aquatics:</b>	-\$1,269.31 \$16,535.01 -\$3,333.53 <b>\$11,932.17</b>
	<b>Vendor Subtotal:</b>	<b>\$57,960.52</b>
<b>WESTERN STATES FIRE PROTECTION</b>	WSF166988 REPAIR FIRE SPRINKLER SYSTEM <b>Subtotal for Cost Center Balefill:</b>	\$1,990.00 <b>\$1,990.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,990.00</b>
<b>WESTERN WATER CONSULTANTS, INC.</b>	160580028 K STREET IMPROVEMENTS - PHASE <b>Subtotal for Cost Center Sewer:</b>	\$97.37 <b>\$97.37</b>
	160580028 K STREET IMPROVEMENTS - PHASE 160580028 K STREET IMPROVEMENTS - PHASE <b>Subtotal for Cost Center Streets:</b>	\$908.75 \$1,081.85 <b>\$1,990.60</b>

# Bills & Claims

City of Casper

10/17/2018 to 11/06/2018

160580028 K STREET IMPROVEMENTS - PHASE \$75.73  
**Subtotal for Cost Center Water: \$75.73**

**Vendor Subtotal: \$2,163.70**

## WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0028927 201 SEWER \$3,440.00  
RIN0028927 201 SEWER -\$344.00  
RIN0029026 201 SEWER \$3,383.00  
RIN0029026 201 SEWER -\$338.30  
**Subtotal for Cost Center Sewer: \$6,140.70**

RIN0028927 201 SEWER -\$1,600.38  
RIN0029026 201 SEWER -\$1,600.38  
**Subtotal for Cost Center Waste Water: -\$3,200.76**

**Vendor Subtotal: \$2,939.94**

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

88697 LEGAL \$133.00  
**Subtotal for Cost Center Property & Liability Insurance: \$133.00**

**Vendor Subtotal: \$133.00**

## WLC ENGINEERING - SURVEYING - PLANNING

2018-10979 ROTARY PARK PTHWY PH2 17-011 \$4,250.10  
**Subtotal for Cost Center Capital Projects - Engineering: \$4,250.10**

2018-11018 WEST CASPER ZONE II WATER SYST \$825.78  
2018-11018 WEST CASPER ZONE II WATER SYST \$406.72  
**Subtotal for Cost Center Water: \$1,232.50**

**Vendor Subtotal: \$5,482.60**

## WORLDWASH

1848 19TH HOLE EXHAUST CLEANING \$575.00  
**Subtotal for Cost Center Golf Course: \$575.00**

**Vendor Subtotal: \$575.00**

## WYOMING MEDICAL CENTER

0031860988 UTILITY REFUND \$60.00  
**Subtotal for Cost Center Water: \$60.00**

# Bills & Claims

10/17/2018 to 11/06/2018

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<b>Vendor Subtotal:</b>	<b>\$60.00</b>
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## WYOMING TRANSFER & STORAGE

614890 MOVING EXPENSES - C NAPIER	\$12,109.44
<b>Subtotal for Cost Center City Manager:</b>	<b>\$12,109.44</b>

<b>Vendor Subtotal:</b>	<b>\$12,109.44</b>
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## YOUTH CRISIS CENTER CORP.

2018/2019-1 FY19 1ST QTR AGENCY FUNDING	\$15,000.00
<b>Subtotal for Cost Center Capital Projects - City Manager:</b>	<b>\$15,000.00</b>

<b>Vendor Subtotal:</b>	<b>\$15,000.00</b>
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<b>Grand Total</b>	<b>\$3,063,025.83</b>
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Approved By

On

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 11/06/18

**Payroll Disbursements**

10/18/18	CITY-FIRE PAYROLL	\$ 1,240,019.65
10/18/18	BENEFITS & DEDUCTIONS	\$ 208,357.43
10/31/18	FIRE PAYROLL	\$ 169,298.18
10/31/18	BENEFITS & DEDUCTIONS	\$ 27,307.80
11/1/18	CITY PAYROLL	\$ 1,023,936.08
11/1/18	BENEFITS & DEDUCTIONS	\$ 184,629.54

	<b>Total Payroll</b>	<u><u>\$ 2,853,548.68</u></u>
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**Additional Fees**

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

10/11/18	Prewrits - utility refund/sales tax/travel reimbursement/property tax	
	Anthony Allen	\$ 58.92
	Carolyn Griffith	\$ 63.00
	First Interstate Bank - Petty Cash	\$ 140.88
	Natrona County Treasurer	\$ 2,898.40
	State of WY - Dept of Revenue	\$ 841.29
10/16/18	Global Spectra - Ticket revenue Jesus Culture	\$ 19,790.12
	Global Spectra - Ticket Revenue WHSAA Marching Band	\$ 14,691.14
11/6/18	Tyler Software - wire transfer	\$ 151,771.74

	<b>Total Additional AP</b>	<u><u>\$ 190,255.49</u></u>
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CITY of CASPER, WYOMING  
Conflict Claims  
Council Meeting  
11/06/18

**Conflict Claims**

Date	Person	Description	Amount
10/11/18	Charlie Powell	Travel Reimbursement	\$ 245.25

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Claims Total \$ 245.25

October 18, 2018

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

FROM: Liz Becher, Community Development Director *lb*  
Craig Collins, AICP, City Planner *CC*

SUBJECT: Establish Public Hearing for Consideration of an Ordinance to Vacate Portions of South Oak Street, South Elm Street, West 8<sup>th</sup> Street, West 9<sup>th</sup> Street, West 10<sup>th</sup> Street, Two Alleys Located in Block 84, Casper Addition, an Alley Located in Block 92, Casper Addition, and a Portion of an Alley located in Block 93, Casper Addition.

Meeting Type & Date:

Regular Council Meeting, November 6, 2018.

Action Type:

Establish Public Hearing for November 20, 2018.

Recommendation:

That Council, by minute action, establish November 20, 2018 as the date of public hearing for the review of an ordinance approving the vacation of portions of South Oak Street, South Elm Street, West 8<sup>th</sup> Street, West 9<sup>th</sup> Street, West 10<sup>th</sup> Street, two alleys located in Block 84, Casper Addition, an alley located in Block 92, Casper Addition, and a portion of an alley located in Block 93, Casper Addition.

Summary:

Remodeling, and construction of major additions to the existing Natrona County High School (NCHS) campus began approximately five (5) years ago. The overarching concept was to create a campus-like environment, designed around student safety and pedestrian access. The design that was ultimately approved insisted on the elimination of several existing roads and alleys to limit and manage vehicular traffic. Since approval, the Natrona County School District has been working with neighbors around the campus to obtain their signatures, as required by State Statute, in order to vacate the streets and alleys that have now been absorbed into the campus. Additionally, all utility companies have either signed a release to relinquish their right to utilize the former right-of-ways or have secured easements on NCHS property.

Wyoming State Statute 15-4-305, regarding street vacations, states that “no vacation may be ordered except upon petition of a majority of the owners owning a majority of the property abutting on the portion proposed to be vacated and extending three hundred (300) feet in either direction from the portion proposed to be vacated.” Signatures from a majority of the property owners within three hundred (300) feet have been submitted to, and verified by the Casper Planning Division. Once vacated, the ownership of the streets and alleys will revert, by operation of law, to the immediately-adjacent property owner(s). The Engineering Department has reserved



all necessary utility easements in the former right of ways, and no new structures or permanent improvements have been, or will be permitted to locate as to interfere with said easements.

Financial Considerations:

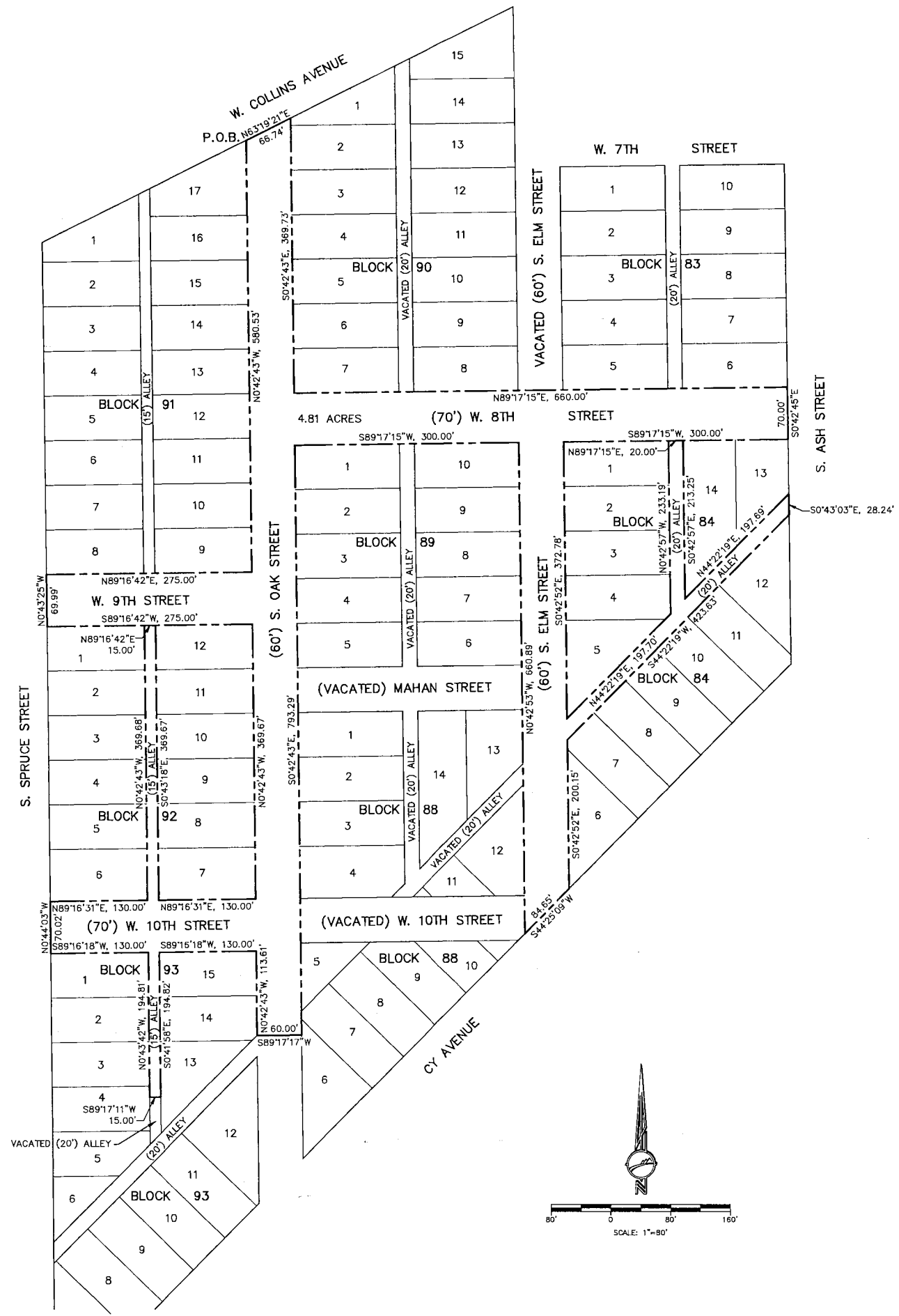
Wyoming State Statute 15-4-305 states that the City may demand and receive the value of the land vacated as consideration for the vacation.

Oversight/Project Responsibility:

Craig Collins, City Planner is tasked with processing the vacation request.

Attachments:

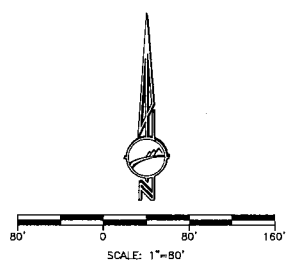
Exhibit for Vacation, dated May 2, 2018



**DESCRIPTION**

A Parcel being all of South Oak Street lying between West Collins Avenue and an existing alley in Block 93, City of Casper, all of South Elm Street, lying between West 8th Street and CY Avenue, all of West 8th Street, lying between South Oak Street and South Ash Street, all of West 10th Street lying between South Spruce Street and South Oak Street, all of the Alley located in Block 92, City of Casper, all of the Alley in Block 93, City of Casper, that has not been vacated previously and all of the Alleys in Block 84, City of Casper, all lying in the SW1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and also a point of intersection of the westerly line of South Oak Street with the southerly line of West Collins Street and the northeasterly corner of Block 91, City of Casper; thence from said Point of Beginning and along the northerly line of said Parcel and the northerly line of said South Oak Street and the southerly line of said West Collins Street, N.63°19'21"E., 66.74 feet to the northeasterly corner of said South Oak Street and the northeasterly corner of Block 90, City of Casper; thence along the easterly line of said Parcel and the westerly line of said Block 90, City of Casper, S.0°42'43"E., 369.73 feet to a point in the northerly line of West 8th Street and the southwesterly corner of said Block 90, City of Casper; thence along the northerly line of said Parcel and said West 8th Street and the southerly line of Block 90, City of Casper, across South Elm Street and the southerly line of Block 83, City of Casper, N.89°17'15"E., 660.00 feet to a point and southeasterly corner of said Block 83 and a point in the westerly line of South Ash Street; thence along the easterly line of said Parcel and across said West 8th Street and the westerly line of said South Ash Street, S.0°42'45"E., 70.00 feet to a point and northeasterly corner of Block 84, City of Casper; thence along the southerly line of said Parcel and West 8th Street and the northerly line of said Block 84, City of Casper, S.89°17'15"W., 300.00 feet to a point and northwesterly corner of said Block 84 and a point in the easterly line of South Elm Street; thence along the easterly line of said Parcel and South Elm Street and the westerly line of said Block 84, City of Casper, S.0°42'52"E., 372.78 feet to a point in the northerly line of an alley in said Block 84, City of Casper; thence along the northerly line of said Parcel and said alley, N.44°22'19"E., 197.70 feet to a point in the westerly line of an alley in said Block 84, City of Casper; thence along the westerly line of said Parcel and said alley, N.0°42'57"W., 233.25 feet to a point in the southerly line of said West 8th Street; thence along the northerly line of said Parcel and alley and the southerly line of said West 8th Street, N.89°17'15"E., 20.00 feet to a point and northeasterly corner of said alley; thence along the easterly line of said Parcel and alley, S.0°42'57"E., 213.25 feet to a point in the northerly line of an alley in said Block 84, City of Casper; thence along the northerly line of said Parcel and alley, N.44°22'19"E., 197.69 feet to a point in the westerly line of said South Ash Street; thence along the easterly line of said Parcel and alley and the westerly line of said South Ash Street, S.0°43'03"E., 28.24 feet to a point in the southerly line of said alley; thence along the southerly line of said Parcel and alley, S.44°22'19"W., 423.63 feet to a point in the easterly line of said South Elm Street; thence along the easterly line of said Parcel and South Elm Street and the westerly line of said Block 84, City of Casper, S.0°42'52"E., 200.15 feet to a point in the northwesterly line of CY Avenue and southwesterly corner of said Block 84, City of Casper; thence along the southeasterly line of said Parcel and South Elm Street and the northerly line of said CY Avenue, S.44°23'09"W., 84.65 feet to a point in the westerly line of said South Elm Street; thence along the westerly line of said Parcel and South Elm Street and the easterly line of vacated West 10th Street, Block 88, City of Casper, vacated Mahan Street and Block 89, City of Casper, N.0°42'53"W., 660.89 feet to a point in the southerly line of said West 8th Street and the northeasterly corner of said Block 89, City of Casper; thence along the southerly line of said Parcel and West 8th Street and the northerly line of said Block 89, City of Casper, S.89°17'15"W., 300.00 feet to a point in the easterly line of said South Oak Street and the northwesterly corner of said Block 89, City of Casper; thence along the easterly line of said Parcel and South Oak Street and the westerly line of Block 89, City of Casper, vacated Mahan Street, block 88, City of Casper, vacated West 10th Street and Block 88, City of Casper, S.0°42'43"E., 793.29 feet to a point; thence along the southerly line of said Parcel and across said South Oak Street, S.89°17'17"W., 60.00 feet to a point in the westerly line of said South Oak Street and the northeasterly corner of an alley in Block 93, City of Casper; thence along the westerly line of said Parcel and South Oak Street and the easterly line of said Block 93, City of Casper, N.0°42'43"W., 113.61 feet to a point in the southerly line of said Parcel and West 10th Street and the northerly line of said Block 93, City of Casper; thence along the southerly line of said Parcel and West 10th Street and the northerly line of said Block 93, S.89°16'18"W., 130.00 feet to a point in the easterly line of an alley in said Block 93, City of Casper; thence along the easterly line of said Parcel and said alley, S.0°41'58"E., 194.82 feet to the southeasterly corner of said alley; thence along the southerly line of said Parcel and alley, S.89°17'11"W., 15.00 feet to a point in the westerly line of said alley; thence along the westerly line of said Parcel and alley, N.0°43'42"W., 194.81 feet to a point in the southerly line of said West 10th Street; thence along the southerly line of said Parcel and West 10th Street and the northerly line of said Block 93, City of Casper, S.89°16'18"W., 130.00 feet to a point in the easterly line of South Spruce Street and the northwesterly corner of said Block 93, City of Casper; thence along the westerly line of said Parcel and across said West 10th Street and the easterly line of said South Spruce Street, N.0°44'03"W., 70.02 feet to a point in the northerly line of said West 10th Street and the southwesterly corner of Block 92, City of Casper; thence along the northerly line of said Parcel and West 10th Street and the southerly line of said Block 92, City of Casper, N.89°16'31"E., 130.00 feet to a point in the westerly line of an alley in said Block 92, City of Casper; thence along the westerly line of said Parcel and alley, N.0°42'43"W., 369.68 feet to a point in the southerly line of West 9th Street; thence along the northerly line of said Parcel and alley and the southerly line of said West 9th Street, N.89°16'42"E., 15.00 feet to a point in the easterly line of said alley; thence along the easterly line of said Parcel and alley, S.0°43'18"E., 369.67 feet to a point in the northerly line of said West 10th Street; thence along the northerly line of said Parcel and West 10th Street and the southerly line of said Block 92, City of Casper, N.89°16'31"E., 130.00 feet to a point in the westerly line of said South Oak Street and the southeasterly corner of said Block 92, City of Casper; thence along the westerly line of said Parcel and South Oak Street and the easterly line of said Block 92, City of Casper, N.0°42'43"W., 369.67 feet to a point and northeasterly corner of said Block 92, City of Casper; thence along the southerly line of said Parcel and West 9th Street and the northerly line of said Block 92, City of Casper, S.89°16'42"W., 275.00 feet to a point and northwesterly corner of said Block 92, City of Casper and a point in the easterly line of said South Spruce Street; thence along the westerly line of said Parcel and across said West 9th Street and the easterly line of said South Spruce Street, N.0°43'25"W., 69.99 feet to a point and southwesterly corner of said Block 91, City of Casper; thence along the northerly line of said Parcel and West Ninth Street and the southerly line of said Block 91, City of Casper, N.89°16'42"E., 275.00 feet to a point and southeasterly corner of said Block 91, City of Casper and a point in the westerly line of said South Oak Street; thence along the westerly line of said Parcel and South Oak Street and the easterly line of said Block 91, City of Casper, N.0°42'43"W., 580.53 feet to the Point of Beginning and containing 4.98 acres, more or less.



S:\WORK\BASKETT-14210\PROJECT DOCUMENTS\DESIGN\VACATIONS\AREA LEGAL DESCRIPTION\NDJIS VACATIONS.DWG

October 3, 2018

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Public Hearing for Consideration of an Ordinance approving an Annexation and Plat/Replat creating the State Office Building Addition, and establishing the Zoning of said Addition as OYDSPC (Old Yellowstone District and South Poplar Corridor).

Meeting Type & Date:

Regular Council Meeting, November 6, 2018.

Action Type:

Public Hearing and first reading on an Ordinance.

Recommendation:

That Council, by Ordinance, approve an Annexation and a Plat/Replat creating the State Office Building Addition; and establishing the Zoning of said Addition as OYDSPC (Old Yellowstone District and South Poplar Corridor).

Summary:

The State of Wyoming is preparing for the construction of a new State office building to be located on 11-acres, more or less, located generally north of the Natrona County High School along the north side of Collins Drive. The property consists of multiple parcels, some of which are developed, and some are unplatted, un-annexed, and vacant. The State plans to demolish all the existing buildings this fall, and is preparing the site to begin construction of a \$40-million campus, which will house various State agencies that are presently spread around the community. The State is in the process of developing a site plan for the project, which will be reviewed and approved by the Old Yellowstone District Architectural Review Committee. The proposed zoning of the property is in keeping with the zoning of the surrounding properties, as well as the Old Yellowstone District Redevelopment Plan and the Generation Casper Comprehensive Land Use Plan.

The Planning and Zoning Commission voted to unanimously support the Annexation, Plat/Replat and Zoning after a public hearing on September 20, 2018. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing Annexations, Plats/Replats and Zoning applications.

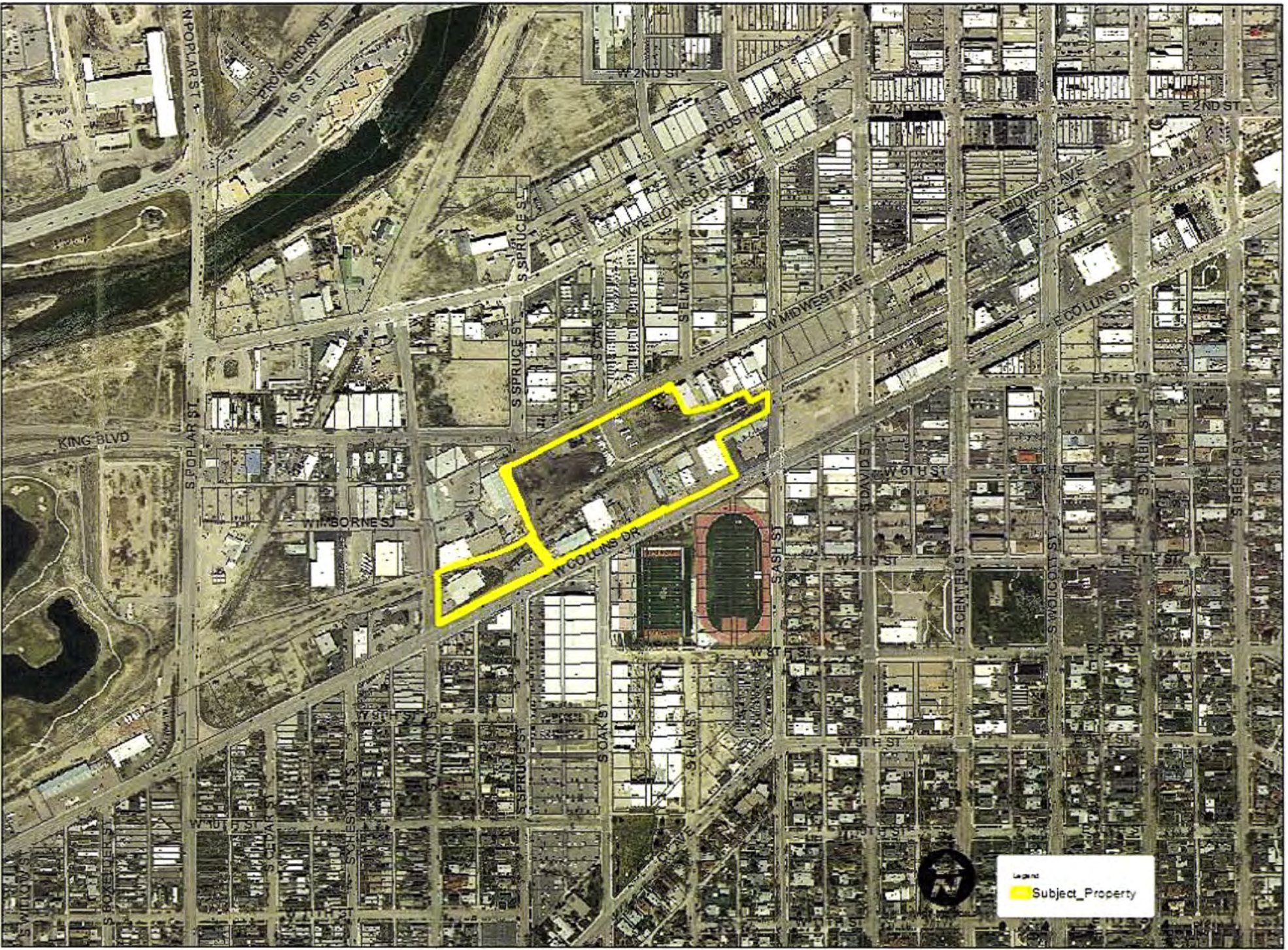
Attachments:

Location Map

Ordinance



# State Office Building Addition





ORDINANCE NO. 20-18

AN ORDINANCE APPROVING THE ANNEXATION, PLAT/REPLAT AND ZONING CREATING THE STATE OFFICE BUILDING ADDITION; AND ALSO APPROVING THE STATE OFFICE BUILDING ADDITION SUBDIVISION AGREEMENT

WHEREAS, the State of Wyoming Department of Administration and Information has applied for approval of an annexation of a portion of the S1/2NW1/4, Section 9, Township 33 North, Range 79 West, 6<sup>th</sup> P.M., Natrona County Wyoming, and a vacation and plat/replat creating the State Office Building Addition, and approval of the zoning of said State Office Building Addition as OYDSPC (Old Yellowstone District and South Poplar Corridor); and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report will be completed prior to final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the vacation and plat/replat creating the State Office Building Addition, and the zoning of the same as OYDSPC (Old Yellowstone District and South Poplar Corridor), following a public hearing on September 20, 2018.

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

SECTION 1:

The annexation of a portion of the S1/2NW1/4, Section 9, Township 33 North, Range 79 West, 6<sup>th</sup> P.M., Natrona County Wyoming is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The vacation and plat/replat creating the State Office Building Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and the State of Wyoming Department of Administration and Information is hereby approved, and the Mayor is hereby authorized, and directed to execute, and the City Clerk to attest, said Agreement.

SECTION 4:

The State Office Building Addition is hereby zoned OYDSPC (Old Yellowstone District South Poplar Corridor).

SECTION 5:

This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

October 22, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: John Henley, City Attorney *JH*  
SUBJECT: Public Hearing and First Reading of Proposed Repeal and Replacement of the Panhandling Ordinance

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

Action Type  
Public Hearing and first reading of proposed repeal and replacement of the Panhandling Ordinance

Recommendation  
That Council, conduct the Public Hearing for a new Panhandling Ordinance of the Casper Municipal Code and pass the revised ordinance on first reading.

Summary  
Chapter 9.18 (Panhandling) of the Casper Municipal Code currently governs the City's regulation of panhandling, begging, solicitation, etc. The City needs to update its Panhandling Ordinance because our current code provisions are too restrictive and ambiguous.

In light of First Amendment rights as found in multiple court cases, including Reed v. Town of Gilbert, (U.S. Supreme Court), which addressed a "content based" and "content neutral" First Amendment analysis, in determining the extent and propriety of sign regulation and Reynolds v. Middletown (4<sup>th</sup> Cir. Court of Appeals) addressing overly broad and not rationally-based restrictions on begging.

The proposed changes to Chapter 9.18 would articulate and recognize the right to beg, solicit and panhandle, but place reasonable and limited restrictions on offensive, invasive, threatening and dangerous conduct.

Financial Considerations  
None

Oversight/Project Responsibility  
John Henley, City Attorney

Attachments  
Ordinance



ORDINANCE NO. 21-18

AN ORDINANCE REPEALING AND REPLACING CHAPTER  
9.18 OF THE CASPER MUNICIPAL CODE PERTAINING TO  
PANHANDLING

WHEREAS, the City Council of Casper, Wyoming, has determined that the current code sections addressing solicitation may be too restrictive, in light of First Amendment Rights as found in recent court cases; and,

WHEREAS, the City's ordinance regulating solicitation should be amended to comply with recent Courts' rulings;

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

That Chapter 9.18 of the Casper Municipal Code is hereby repealed and replaced with the following:

9.18.010 – PURPOSE AND FINDINGS.

The City Council does hereby find that:

(a) It is the intent of Council in enacting this Ordinance to recognize free speech rights for all citizens while at the same time protecting the coexistent rights for all citizens to enjoy safe and convenience travel in public spaces free from intimidating conducts, threats, and harassment that stem from certain types of abusive solicitation, or that may give rise to interference with other's activities if they occur in particular settings and contexts;

(b) Council finds that there are numerous forms of solicitation that are not in and of themselves inherently threatening or aggressive, including vocal requests for a donation; carrying or displaying a sign requesting donations; shaking or jingling a cup of change; and ringing a bell in compliance with any applicable noise ordinance; and,

(c) However, Council finds that aggressive and intrusive solicitation threatens the security, privacy, and freedom of movement of both residents and visitors; and,

(d) Council also finds that the presence of solicitors in certain specific areas (such as near to or adjacent to automatic teller machines, adjacent to sidewalk cafes, open window cafes, at public bus stops, and in public garages in the nighttime) create reasonable concerns by citizens objectively worried about their privacy, freedom of movement, and personal security; and,

(e) Council further finds that certain forms of solicitation impede the orderly flow of pedestrian and vehicular traffic and leads to concerns regarding traffic and public safety, including that of the solicitor, particularly in congested roadways and sidewalks (as defined below to include highly traveled areas, lines to enter buildings,

historic districts with narrow sidewalks or on traffic medians or the obstructing of traffic on high-speed or high-volume streets and highways); and,

(f) This Ordinance is not intended impermissibly to limit an individual's right to exercise free speech associated with solicitation; rather it aims to impose specific time, place, and manner restrictions on solicitation and associated conduct in certain limited circumstances; namely, limiting aggressive panhandling, panhandling at locations or times deemed particularly threatening and dangerous, and panhandling in places where people are a "captive audience" and there is a wish to avoid or reduce a threat of inescapable confrontations, intimidation or over reaching; and,

(g) In promulgating this Ordinance, Council seeks to impose regulations that are narrowly tailored to serve the aforementioned significant governmental interests.

#### 9.18.020 – DEFINITIONS.

(a) "Aggressive begging, panhandling, or solicitation" includes the following forms of conduct:

i. Confronting someone in a way that would cause a reasonable person to fear bodily harm;

ii. Accosting an individual by approaching or speaking to the individual or individuals in such a manner as would cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon his or her person, or upon property in his or her immediate possession;

iii. Touching someone without his or her consent;

iv. Using obscene or abusive language toward someone while attempting to panhandle or solicit him or her;

v. Forcing oneself upon the company of another by engaging in any of the follow conduct:

(1) Continuing to solicit in close proximity to the individual addressed after the person to whom the solicitation is directed has made a negative response, either verbally, by physical sign, by attempting to leave the presence of the person soliciting, or by other negative indication;

(2) Blocking the passage of the individual solicited; or

(3) Otherwise engaging in conduct that could reasonably be construed as intending to compel or force a person to accede to a solicitation.

vi. Acting with the intent to intimidate someone into giving money, or

vii. Other conduct that a reasonable person being solicited would regard as threatening or intimidating in order to solicit a contribution or donation.

(b) “Areas with heightened personal security concerns” include the following locations:

i. Areas within, or within 20 feet of, a public parking garage, between dusk and dawn;

ii. Areas within 20 feet of a public bus stop or public transit entrance;

iii. Areas within 20 feet of access to building entrances, public events venues, public accommodations or commercial businesses;

iv. David Street Station and the sidewalks and streets adjacent thereto, during the hours of an event at the David Street Station location.

(c) “Areas with heightened personal privacy concerns” include the following:

i. Locations within 20 feet of an automated teller machine, or financial institution in which an automated teller machine is located, where “financial institution” means any bank, industrial bank, credit union, or savings and loan.

ii. Locations within 20 feet of a sidewalk café or open window café – with windows open, during operating hours.

iii. Other locations in which a reasonable person would have a reasonable and justified concern about whether congestion and close proximity to others could compromise his or her interests in privacy.

(d) “Areas with heightened public safety concerns” include the following:

i. High traffic roadways;

ii. Traffic medians where such medians provide less than 10 square feet of flat space for standing;

iii. Traffic medians of whatever size within designated high traffic or high-speed roadways,

(e) “Begging, panhandling and charitable or political solicitation: includes the following activities: actions that are conducted in the furtherance of the purpose of immediately collecting contributions for the use of one’s self or others. As used in this Ordinance, the word, “solicit,” and its forms, includes requests for funding arising from begging, panhandling, charitable, or political fundraising initiatives. “Begging, panhandling and charitable or political solicitation” includes both “aggressive” and “passive” forms of begging, panhandling and charitable or political solicitation.

(f) High traffic and/or high speed roadways include the following arterial streets and highways within Casper: 1<sup>st</sup> Street, 2<sup>nd</sup> Street, 12<sup>th</sup> Street, 13<sup>th</sup> Street, 15<sup>th</sup> Street, Highway 258 - Wyoming Boulevard, CY Avenue, Beverly Street, Center Street, Poplar Street, Highway 254, Yellowstone Highway and Interstate 25.

(g) Traffic medians include areas that meet the following definitions:

i. Areas with “medians” situated between traffic lanes running in opposite directions where such medians have less than 10 square feet of flat area between traffic lanes; or

ii. Areas with “medians” that are otherwise designated as unsafe for activities by pedestrians, due to associated high-volume or high-speed traffic (See “f” above).

(h) Passive panhandling, begging, charitable or political solicitation. “Passive panhandling, begging, charitable or political solicitation” includes conduct that falls within the definition in part (e) of this section, but only such conduct that involves requests for contributions presented in writing without speaking, oral requests for contributions that do not constitute “aggressive panhandling, begging, charitable or political solicitations, or other activities that do not fall within the definition of “aggressive begging, panhandling or solicitation” as defined in subsection (a) of this section.

#### 9.18.030 – PASSIVE BEGGING, PANHANDLING, CHARITABLE AND POLITICAL SOLICITATION: WHEN REGULATED

The City Council finds that “passive panhandling, begging, charitable or political solicitation,” as defined in this Ordinance should be treated as speech protected under the First Amendment unless other well-grounded governmental concerns are implicated. Accordingly, passive panhandling, begging charitable or political solicitation is expressly permitted as provided herein.

9.18.040 – AGGRESSIVE PANHANDLING, BEGGING,  
CHARITABLE AND POLITICAL SOLICITATION PROHIBITED

(a) Aggressive panhandling, begging, charitable and political solicitation prohibited. No person shall engage in aggressive panhandling, begging, charitable or political solicitation as defined in section 9.18.02 (a), (b), (c) and (d) of this Ordinance at anytime, anywhere in this jurisdiction.

9.18.050 – REGULATION OF PANHANDLING, BEGGING, CHARITABLE  
AND POLITICAL SOLICITATION IN AREAS WITH SPECIFIC PERSONAL  
SAFETY AND PRIVACY CONCERNS

(a) Regulation locations. Both “passive” and “aggressive” panhandling, begging, charitable and political solicitation activities are regulated in the following areas that give rise to specific personal safety and privacy concerns as defined in 9.18.010 of this Ordinance:

i. Areas with heightened personal security concerns as previously defined in subsection 9.18.020(b); and,

ii. Areas with heightened privacy considerations as previously defined in subsection 9.18.020(c).

(b) Prohibition. Neither “aggressive” nor “passive” panhandling, begging, charitable and political solicitation shall be conducted in areas defined as involving heightened personal security or heightened privacy considerations.

9.18.060 – PANHANDLING, BEGGING, CHARITABLE AND POLITICAL  
SOLICITATION - PROTECTION OF PUBLIC ACCESS AND VEHICULAR  
AND PERSONAL SAFETY IN PUBLIC STREETS AND HIGHWAYS AND  
ON TRAFFIC MEDIANS AND ON HIGH VOLUME AND HIGH SPEED  
HIGHWAYS

(a) Areas regulated.

i. Areas regulated by this section include those defined as “areas with heightened public safety concerns” as defined in section 9.18.020(d) of this Ordinance.

(b) Findings. The City Council finds as follows:

1. Public Safety. Both aggressive and passive begging, panhandling, charitable or political solicitation within streets and highway rights of way, or on small traffic medians (under 10 square feet in size), or on traffic medians located on high speed and high-volume traffic corridors as identified in this Ordinance, give rise to an increased risk of injury to solicitors on medians, traffic congestion, and traffic accidents that may affect drivers or solicitors.

2. Alternative Sites. This Ordinance provides ample alternative sites for passive begging, panhandling, charitable and political solicitation in areas that do not give rise to enhanced public safety concerns or personal privacy and security concerns.

3. The City Council has undertaken from its own observations and inquiries to identify high speed and high volume traffic corridors that likewise are especially dangerous, in order to assure that these regulations are grounded in appropriate governmental concerns, are narrowly tailored, and allow alternative avenues for communication.

(c) Prohibitions

1. Generally. Both passive and aggressive begging, panhandling, charitable and political solicitation are prohibited in "areas with heightened public safety concerns" as defined in subsection 9.18.020(d), (f) and (g).

9.18.070 – PENALTIES

Any person convicted of violating this Chapter may be fined not more than Seven Hundred Fifty Dollars (\$750.00), jailed for not longer than six (6) months, or both.

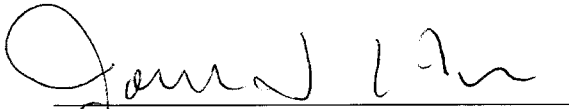
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

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 D. Tremel  
City Clerk

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

October 22, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: John Henley, City Attorney *JH*  
SUBJECT: Public Hearing and First Reading of an Ordinance Repealing and Replacing Section 10.12.010 of the Casper Municipal Code (Possession of Motor Vehicle Operator's License)

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

Action Type  
Conduct Public Hearing and first reading of the proposed revision to the Possession of Motor Vehicle License Ordinance.

Recommendation  
That Council conduct the Public Hearing for an Ordinance Repealing and Replacing Section 10.12.010 of the Casper Municipal Code and pass the revised Ordinance on first reading.

Summary  
Current Section 10.12.010 (Possession of Motor Vehicle Operator's License) of the Casper Municipal Code does not incorporate the Wyoming Statute mandate that if a driver is stopped and did not have the license within the vehicle, that upon proving that the driver was, in fact, licensed, there can be no conviction.

The proposed changes to Section 10.12.010 would make it consistent with the Wyoming State Statute addressing the same topic.

Financial Considerations  
None

Oversight/Project Responsibility  
John Henley, City Attorney

Attachments  
Ordinance

ORDINANCE NO.22-18

AN ORDINANCE REPEALING AND REPLACING SECTION 10.12.010 OF THE CASPER MUNICIPAL CODE PERTAINING TO POSSESSION OF MOTOR VEHICLE OPERATOR'S LICENSE REQUIRED

WHEREAS, the City of Casper, Wyoming's current ordinance addressing possession of a motor vehicle operator's license does not incorporate the Wyoming Statute mandate that if a driver is stopped and did not have the license within the vehicle, that upon proving that the driver was, in fact, licensed, there can be no conviction; and,

WHEREAS, W.S. § 31-7-116 "Carrying and displaying" driver's licenses, currently which provides:

... However, no person charged with violating this section shall be convicted if he produces in court a driver's license previously issued to him and valid at the time of his arrest.

WHEREAS, there is a substantial body of law in Wyoming that if the legislature has addressed a topic, the municipalities are preempted from deviation from the legislative mandate.

WHEREAS, the Constitution of Wyoming provides: "All laws of a general nature shall have a uniform operation." Art. 1 § 10 Wyo. Const.

WHEREAS, The City's Ordinance on possession of a driver's license/operator's license should be consistent with the Wyoming State Statute addressing the same topic;

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

That Section 10.12.010 of the Casper Municipal Code is hereby repealed and replaced with the following:

10.12.010 Every licensee shall have his driver's license in his immediate possession at all times when driving a motor vehicle in the City of Casper and shall display the license upon demand of any Casper Police Officer, Natrona County Sheriff, or a Deputy of the Natrona County Sheriff's Office, Wyoming Highway Patrol Trooper, any officer or agent of the Division of Criminal Investigation (hereafter "officer"), any Wyoming law enforcement officer engaged in a hot pursuit. However, no person charged with violating this section shall be convicted if he produces in court a driver's license previously issued to him and valid at the time of his arrest. For the purposes of this section "display" means the surrender of his license to the demanding officer. After examination the officer shall immediately return the license to the licensee except:

1) If the officer has probable cause to believe that the licensee may be violating or has violated Casper Municipal Code 10.52.030 (driving or having



control of a vehicle while under the influence of intoxicating liquor or controlled substance); or

2) if the licensee is younger than twenty-one (21) years of age and has been operating or in actual physical control of a vehicle in this state with an alcohol concentration of two one-hundredths of one percent (0.02%) or more as measured within two (2) hours after the time of driving or being in actual physical control following a lawful arrest resulting from a valid traffic stop.

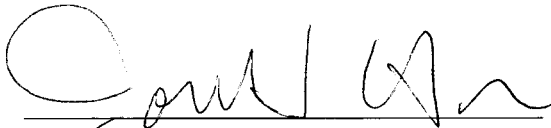
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading.

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 D. Tremel  
City Clerk

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

ORDINANCE NO. 18-18

AN ORDINANCE AMENDING SECTION 5.08.320 – HOURS OF SALE OF ALCOHOLIC BEVERAGES - OF THE CASPER MUNICIPAL CODE

WHEREAS, THE City Council of Casper, Wyoming, has determined that creating an exception for hours of sale for Sunday is unnecessary and incongruent; and,

WHEREAS, the City's Ordinance regulating hours of sale of alcoholic beverages should be amended to provide for all seven days of the week to have uniform serving hours; and,

NOW, THEREFORE, be ordained by the governing body of the City of Casper, Wyoming: that Casper Code Section 5.08.320 Hours of sale generally – Exceptions – Designation of dates for unrestricted operation, is hereby amended as follows:

The fifth and sixth words, in line one, paragraph 1 “except Sunday,” are deleted;

The last word in paragraph “1,” “and,” is deleted.

Current paragraph “2” is deleted.

Current paragraph “B” shall be designated as paragraph “2”.

Current paragraph “C” shall be designated as paragraph “3”.

Current paragraph “C”, to be designated paragraph “3,” shall have the phrase at the end of that paragraph “on days other than Sunday, and beginning at ten a.m. on Sundays” deleted.

The Code Section 5.08.320 shall now read:

5.08.320 – Hours of sale generally – Exceptions – Designation of dates for unrestricted operation.

A. All licensees except club licensees holding liquor licenses shall be controlled by the following schedule for operating hours:

1. On all days, a licensee may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages at six a.m. and shall cease the sale of both alcoholic liquor and malt beverages promptly at the hour of two a.m. the following day. Any portion of any building used by the licensee for the selling, serving, dispensing, or consumption of alcoholic liquors or malt beverages shall be cleared of all persons other than the employees by two-thirty a.m.

The licensee shall ensure that all consumption of alcoholic liquors or malt beverages has ceased by two-thirty a.m. within all areas of the licensed building, or in the case of resort licensees, within the boundary of the lot or lots under the ownership or lease by the licensee, other than in private hotel or motel rooms.

2. Clubs holding a limited retail liquor license may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages each day at nine a.m. and shall cease sales of alcoholic liquor and malt beverages promptly at the hour of two a.m. of the following day and shall clear the licensed building of all persons other than employees by two-thirty a.m. Clubs holding a limited retail liquor license may remain open past two a.m. on the morning of January 1<sup>st</sup>.
3. The hours of operating designated in subsection A of this section may be modified on no more than four days each calendar year by a resolution of the city council, designating those dates during city or county fairs, rodeos, pageants, jubilees, special holidays or similar public gatherings when all licensees may continuously operate their licensed building, or licensed resort or club premises for a period of twenty-four hours beginning at six a.m.

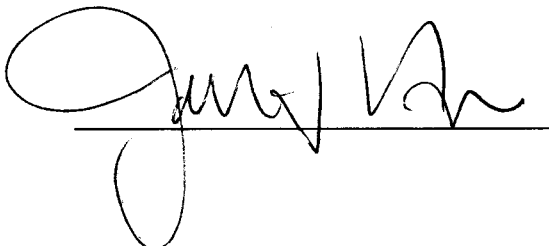
This Ordinance shall become effective on the 21<sup>st</sup> day following adoption of the Ordinance.

PASSED on 1<sup>st</sup> reading the 2<sup>nd</sup> day of October, 2018.

PASSED on 2<sup>nd</sup> reading the 16<sup>th</sup> day of October, 2018.

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

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

**ORDINANCE NO.19-18**

AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION D/B/A CENTURYLINK QC ("CENTURYLINK") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("THE SYSTEM") IN THE CITY OF CASPER, WYOMING ("THE CITY").

WHEREAS, under Wyoming Statute § 15-1-103(a)(xxxiii), a city may grant franchises for such terms as the governing body deems proper to any utility company, provided no franchise may be entered into with any person in which that person is given an exclusive right for any purpose whatsoever; and,

WHEREAS, CenturyLink is a utility company that desires a franchise from the City; and,

WHEREAS, the City has determined that it is in the public interest to grant a franchise to CenturyLink under the terms and conditions contained herein.

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

**SECTION 1. Grant of Franchise.**

A. Subject to the terms and conditions set forth in this Franchise, the City hereby grants to CenturyLink a nonexclusive authorization to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes and related appurtenances ("Facilities") for its System in, under, along, over and across the present and future streets, alleys and avenues of the City ("Public Ways"), for the purpose of providing telecommunication services (as defined in 47 U.S.C. § 153) and related services to the City's inhabitants. This Franchise shall constitute both a right and an obligation to provide the System required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

B. Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the effective date of this Franchise.

C. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of Public ways, should CenturyLink provide services other than a telecommunication system (for example, a cable system for purposes of providing a cable service).

D. This Franchise is intended to convey limited rights and interests in Public Ways as set forth in Wyoming Statute § 15-1-103(a)(xxxiii) and its subsections. It is not a warranty of title or interest in any Public Way; it does not provide CenturyLink with any interest in any particular location within the Public Way; and it does not confer rights other than as expressly provided in the grant hereof.

**SECTION 2. Acceptance by CenturyLink.** This ordinance shall be published once in a newspaper of general circulation within the City, pursuant to Wyoming Statute § 15-1-116, and shall become effective on the day following its publication. Within sixty (60) days after the passage of this Ordinance by the City, CenturyLink shall file a signed copy thereof with the City Clerk, otherwise the Ordinance and the rights, privileges and authority granted herein shall be null and void.

**SECTION 3. Term.** The Term of this Franchise is ten (10) years commencing on the date of Acceptance by CenturyLink as set forth in Section 2, above, and then from year-to-year until a party gives the other party at least ninety (90) days' notice in writing and in advance of expiration of the initial term or any subsequent term stating an intent to terminate the agreement at the end of such existing term.

**SECTION 4. Franchise Fee.**

**A. Payments and Reports.**

1. **Quarterly Payments.** From and after the date of CenturyLink's Acceptance of this Ordinance and until its expiration, CenturyLink will pay the City five percent (5%) of CenturyLink's local exchange access service Gross Revenue (as defined in Appendix A hereto). CenturyLink's Franchise fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than 30 days after those dates.

2. **No Accord and Satisfaction.** No acceptance of any payment shall be construed as an accord and satisfaction by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for additional sums payable or for the performance of any other obligation of CenturyLink.

**B. Franchise Termination.** If this Franchise terminates for any reason, and CenturyLink ceases operations in the City or is not in the negotiation with the City of a replacement Franchise, CenturyLink shall file with the City within 90 calendar days of the date of termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by CenturyLink since the end of the previous fiscal year.

**C. Late Payments.** If any payment due quarterly is not received within 30 days from the end of the calendar quarter, CenturyLink shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date that payment was originally due until the date the City receives the payment.

**D. Under Payments.** If a net franchise underpayment is discovered as a result of an audit, CenturyLink shall pay interest at the rate of eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment was originally due until the date CenturyLink remits the underpayment to the City.

**SECTION 5. Records Inspection.** No more frequently than once every two years, the City shall have the right to audit records to ensure compliance with this Franchise. The City shall give

reasonable written notice of its intent to audit. It is CenturyLink's responsibility to collect and to make available to the City for copying, at CenturyLink's local office, all records upon which a franchise fee is required to be paid. If a City review of payments shows that CenturyLink has underpaid the franchise fee by: (i) three percent (3%) or less for the year, the City shall bear the cost of the audit; (ii) more than three percent (3%) but less than or equal to five percent (5%) for the year, the City and CenturyLink shall each bear an equal amount of the cost of the audit; or (iii) more than five percent (5%) for the year, CenturyLink shall bear the cost of the audit.

**SECTION 6. Non-Exclusive Franchise.** The right to use and occupy the Public Ways of the City shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City's use, however, shall not unreasonably interfere with CenturyLink's Facilities or the rights granted to CenturyLink herein.

**SECTION 7. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, and exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Wyoming, the laws of the State of Wyoming or City Ordinance.

**SECTION 8. Indemnification.**

**A. General Indemnification.** CenturyLink shall indemnify, defend and hold harmless, the City, its officers, elected and appointed officials, employees, agents and volunteers, from any action or claim for injury, death, damage, loss, liability, cost or expense, including court appeal costs and reasonable attorney's fees or reasonable expenses, arising from any casualty or accident to person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, construction, or any other act done under this Franchise, by or for CenturyLink, agents, or its employees, or by reason of any neglect or omission of CenturyLink. CenturyLink shall consult and cooperate with the City while conducting its defense of the City.

**B. Indemnification for Relocation.** CenturyLink shall indemnify the City for any damages, claims, additional costs or reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, CenturyLink's failure to remove, adjust or relocate any of its facilities in the Public Ways in a timely manner in accordance with Section 12 of this Franchise.

**C. Hazardous Substances Indemnification.** CenturyLink shall indemnify the City against any claims, costs and expenses of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances (as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*) caused by the System.

**SECTION 9. Insurance Requirements.**

**A.** Prior to the commencement of any work, CenturyLink shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, death or damages

to property which may arise from or in connection with the performance of the work hereunder by CenturyLink, its subcontractors, agents, representatives, or employees.

**B. Minimum Scope and Limit of Insurance.** Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): 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.. The WC policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

2. Automobile Liability: Covering, Code 1 (any auto), or if CenturyLink has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand Dollars (\$500,000) per accident for bodily injury and property damage.

3. Workers’ Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the CenturyLink’s profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence.

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

**D. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be included as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CenturyLink including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to CenturyLink’s insurance).

2. *Primary Coverage*

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



and appointed officials, employees, agents or volunteers shall be in excess of CenturyLink's insurance and shall not contribute with it.

3. *Waiver of Subrogation*

CenturyLink hereby grants to the City a waiver of any right to subrogation which Commercial General and Auto Liability of CenturyLink may acquire against the City by virtue of the payment of any loss under such insurance, for losses caused by and to the extent of CenturyLink's negligence. CenturyLink agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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, CenturyLink'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, CenturyLink 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*

CenturyLink shall furnish the City with a Memorandum of Insurance coverage required by this clause. However, failure to obtain the required documents prior to the work beginning shall not waive CenturyLink's obligation to provide them.

7. *Subcontractors*

CenturyLink shall require and verify that all subcontractors maintain insurance appropriate for the work being performed and CenturyLink shall ensure that the City is an additional insured on insurance required from subcontractors.

8. *Special Risks or Circumstances*

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

**SECTION 10. Annexation.**

**A. Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All System Facilities owned, maintained, or operated by CenturyLink located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

**B. Notice of Annexation.** When any territory is approved for annexation to the City, the City's Community Development Director or his/her designee shall within ten (10) business days provide by certified mail to CenturyLink: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to the contact in Section 19, or such other updated address as Century Link shall provide to the City in writing by certified mail, return receipt requested. Notwithstanding the foregoing, failure of the City to provide the notice described herein shall not constitute a material breach of this Franchise.

**SECTION 11. Plan, Design, Construction and Installation of CenturyLink's Facilities.**

**A.** All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law, codes and regulations.

**B.** CenturyLink shall, prior to commencing construction work in Public Ways or other public places, apply for a permit from the City. CenturyLink will abide by all applicable ordinances, rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. CenturyLink shall obtain excavation permits for streets and alleys, regardless of surfacing types, and traffic control permits for all streets, and shall not unnecessarily obstruct the use Public Ways. All mains, services, and pipes laid or installed under this franchise shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed, and all such mains, services and pipes shall be installed subject to approval of the City Manager or his/her designee. Notwithstanding the foregoing, CenturyLink shall not be obligated to obtain a permit to perform emergency repairs.

**C.** To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, as they may be amended from time to time.

**D.** CenturyLink, in doing any work in connection with its Facilities, shall avoid, so far as practicable, interfering with the use of any Public Way or public place, and where the paving or surface of any street, alley or public place is disturbed, CenturyLink, at its own expense and in a manner satisfactory to the City Manager or his/her designee, shall replace such paving or surface in accordance with the City of Casper's Standard Specifications for Street Construction in the Casper Municipal Code, and any other applicable rules, ordinances and regulations, as they may be amended from time to time.

E. Paved streets shall be bored or drilled when crossed under the ground by CenturyLink's Facilities so that the City's paved Public Ways will not be unnecessarily damaged. The City Manager or his/her designee, in his sole discretion, may allow other construction methods when it is found that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost.

F. If, during the course of work on its Facilities, CenturyLink causes damage to or alters the Public Way or other public property, CenturyLink shall replace and restore such Public Way or public property at CenturyLink's expense to a condition equal to or better than the condition that existed immediately prior to such damage or alteration.

G. CenturyLink shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. All excavation shall be performed in a manner that creates the least inconvenience to the public, and in accordance with permits and manuals issued by the City. In doing any work in connection with said mains, pipes and services, CenturyLink shall avoid, so far as practicable, interfering with the use of any street, alley or public place.

H. **Strand Maps.** Upon reasonable request, CenturyLink agrees to provide strand maps or similar records kept in its usual course of business to an unaffiliated person engaged by City if such Person signs CenturyLink's nondisclosure agreement.

I. Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect CenturyLink's Facilities, the City shall give written notice to CenturyLink, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of CenturyLink's Facilities.

J. CenturyLink shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

K. This Agreement does not establish priority for use of Public Ways over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the Public Ways. The City shall control distribution of space in the Public Ways, but may not exercise that authority unreasonably. No location of any of the Facilities shall give rise to a vested interest in public property.

## **SECTION 12. Relocation of Facilities and Discontinuing Use/Abandonment.**

### **A. Relocation for the City.**

1. CenturyLink shall protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any CenturyLink Facilities, property or equipment located in a Public Way when required by the City consistent with its police powers or when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Public Way vacation, Public Way construction, change or establishment of Public Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements

by the City for public purposes, but excluding projects undertaken for beautification or aesthetics). Such work shall be performed at CenturyLink's expense. Except during emergency, the City shall provide reasonable notice to CenturyLink of its need to relocate that is commensurate with the complexity of the project, but in all events never less than sixty (60) days, and allow CenturyLink an opportunity to perform such action. Following notice by the City, CenturyLink shall relocate, remove, replace, modify or disconnect any of its facilities or equipment within any Public Way, or on any other property of the City. If the City requires CenturyLink to relocate its facilities located within the Public Way, the City shall provide CenturyLink's alternative location within the Public Way.

2. Excluding circumstances or events outside of its reasonable control, if CenturyLink fails to complete this work within the time prescribed to the City's satisfaction, the City may cause such work to be done at CenturyLink's cost; and provided further that the City shall not be liable for any damage to any portion of the System except to the extent caused by the negligence of the City or its contractor. Within 30 days of receipt of an itemized list of those costs CenturyLink shall pay the City.

**B. Relocation for a Third Party.** CenturyLink shall, at the request of any person or entity holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any CenturyLink Facilities, property or equipment located in the Public Ways, provided that the cost of such action is borne by the person requesting it and CenturyLink is given advance written notice of not less than 60 days. In such situation, CenturyLink may also require advance payment by the benefited person or entity.

**C. Temporary Changes for Other Permittees.** At the request of any person or entity holding a valid permit upon reasonable advance notice, CenturyLink shall temporarily raise, lower or remove its Facilities, property or equipment as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and CenturyLink may require a reasonable deposit of the estimated payment in advance.

**D. Alternatives to Relocation.** CenturyLink may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise CenturyLink in writing if one or more of the alternatives are suitable. If requested by the City, CenturyLink shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by CenturyLink full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, CenturyLink shall relocate the components of the System as otherwise provided herein.

**E. Discontinuing Use/Abandonment of System Facilities.** Whenever CenturyLink intends to discontinue using any facility in the Public Ways, CenturyLink shall submit for the City's approval a complete description of the facility and the date on which CenturyLink intends to discontinue using the facility. CenturyLink may remove the facility or request that the City permit it to remain in place and to convey same to City through a letter of abandonment or bill of sale. The City may require CenturyLink to perform a combination of abandonment, modification

or removal of the facility upon a reasonable schedule set by the City. Until such time as CenturyLink abandons, removes or modifies the facilities, as directed by the City, CenturyLink shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Public Way, in the same manner and degree as if the facility were in active use, and CenturyLink shall retain all liability for such facility during such time. If CenturyLink abandons its facilities, the City may choose to use such facilities for any purpose whatsoever including, but not limited to access purposes.

**SECTION 13. Vegetation Management.** CenturyLink shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards. This grant shall in no way impose a duty on CenturyLink; instead, this grant gives permission to CenturyLink should CenturyLink elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

**SECTION 14. Omitted.**

**SECTION 15. Franchise Noncompliance; Claims Under Agreement.**

A. In the event that the City believes that CenturyLink has not complied with the terms of the Franchise, the City's Public Services Director or his/her designee shall informally discuss the matter with CenturyLink. If these discussions do not lead to resolution of the problem, the City shall notify CenturyLink in writing of the exact nature of the alleged noncompliance.

B. CenturyLink shall have thirty (30) days from receipt of the written notice described in subsection 15. A. to either respond to the City, contesting the assertion of noncompliance and requesting a public hearing of same, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed. A public hearing shall be held within 60 days' of the request.

C. The City and CenturyLink agree that, except to the extent inconsistent with applicable law, any and all claims asserted and arising under this Agreement, including from the determination of a public hearing held pursuant to subsection 15.B., above, shall be heard and determined either in a state or federal court located in the City.

**SECTION 16. No Waiver of Rights.** Neither the City nor CenturyLink shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

**SECTION 17. Transfer of Franchise.** CenturyLink's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without notice to the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with CenturyLink, or for transfers in trust, by mortgage, by other hypothecation,

or by assignment of any rights, title, or interest of CenturyLink in the Franchise or Facilities in order to secure indebtedness.

**SECTION 18. Amendment.** Amendments to the terms and conditions contained herein shall be mutually agreed upon by the City and CenturyLink and formally adopted by the City Council as an ordinance amendment.

**SECTION 19. Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) business days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

The City of Casper, Wyoming  
Attn: City Attorney's Office  
200 N. David Street  
Casper, WY 82601

CenturyLink:  
Franchise Rights-of-Way Attorney  
100 CenturyLink Dr  
Monroe, LA 71203

**SECTION 20. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**SECTION 21. Governmental Claims Act.** The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 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.

**PASSED on 1<sup>st</sup> reading the 16<sup>th</sup> day of October, 2018.**

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

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

APPROVED AS TO FORM

*Wallie Tremel*

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ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

---

Ray Pacheco  
Mayor

ACCEPTED BY CENTURYLINK:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

October 25, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Wallace Trembath on behalf of John Henley, City Attorney *W.T.*  
SUBJECT: Resolution concerning bullying and harassment

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

Action Type  
Resolution

Recommendation  
None

Summary  
Councilman Laird circulated a proposed resolution addressing bullying and harassment. The City Attorney's office reviewed the resolution and made some modifications. It is this revised resolution which is before you for your consideration.

Financial Considerations  
The proposed Resolution does not impact the City's budget.

Oversight/Project Responsibility  
Not Applicable

Attachments  
Resolution



RESOLUTION NO. 18-221

A RESOLUTION STATING THAT THE CITY OF CASPER, WYOMING,  
CONDEMNS BULLYING AND HARASSMENT

WHEREAS, bullying and harassment are widespread problems with significant adverse consequences affecting people, young and old alike, across the country; and,

WHEREAS, bullying and harassing can involve direct attacks with hitting, threatening, intimidating, maliciously teasing, taunting, name-calling, making sexual remarks, stealing or damaging belongings; and,

WHEREAS, bullying and harassment can be subtle, indirect attacks, spreading rumors and encouraging others to reject or exclude; and

WHEREAS, these bullying and harassment behaviors are often directed by a person or a group repeatedly trying to harm or diminish someone who is perceived to be weaker or more vulnerable; and,

WHEREAS, bullying and harassment have led people to commit suicide, can make people, who are the target of bullying and harassment, feel anxious and afraid, affecting their concentration in school, work and social settings, and lead some to avoid those settings; and,

WHEREAS, almost 30% of youth in the United States (or over 5.7 million) are estimated to be involved in bullying, either as a bully, a target of bullying or both; and,

WHEREAS, in a recent national survey of students in grades 6 – 10, 13% reported bullying others, 11% reported being targets of bullies, and another 6% said they bullied others and were bullied themselves; and,

WHEREAS, the City supports the Natrona County School District in its efforts against bullying and harassment; and,

WHEREAS, the City of Casper, Wyoming, is concerned about safety for all persons and the problems of bullying and harassment are among the most prevalent and profound that people face.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper, Wyoming, will seek to prevent bullying and educate on the bad consequences that can occur from such conduct.

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

APPROVED AS TO FORM:




ATTEST:



CITY OF CASPER, WYOMING,  
A Municipal Corporation

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

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

October 24, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Liz Becher, Community Development Director 

SUBJECT: Authorizing Submission of a Wyoming Business Council Community Readiness Grant in an amount up to \$3,000,000 for the Midwest Avenue Reconstruction – Elm Street to Walnut Street, Project 18-072.

Meeting Type & Date

Regular Council Meeting  
November 6, 2018

Action type

Resolution

Recommendation

That Council, by resolution, authorize the submission of a Wyoming Business Council grant in an amount up to \$3,000,000 for the Midwest Avenue Reconstruction – Elm Street to Walnut Street, Project 18-072.

Summary

The Midwest Avenue Reconstruction - Elm Street to Walnut Street, project is for full reconstruction, including improvements to the storm water collection system, water main replacement, and sanitary sewer replacement. The project is intended to enhance the appearance of downtown, make it more pedestrian and bicycle friendly, improve traffic flow, and spur redevelopment along this corridor. This project is the second phase of the Midwest Avenue reconstruction that will ultimately include the reconstruction of Midwest Avenue all the way to Poplar Street.

Grant funds up to \$3,000,000 are available from the Wyoming Business Council for Community Readiness Projects. The Midwest Avenue reconstruction project qualifies for this grant. The grant requires a local match of 10% which will be provided from the one cent funds allocated in the FY19 budget for the project.

A public hearing will be held November 2<sup>nd</sup>, 2018, at 2pm in the Downstairs Meeting Room at Casper City Hall to solicit comments and input from the public and adjoining property owners regarding the project. Comments made at the public hearing, and written comments submitted before 5pm on November 5<sup>th</sup>, 2018, will be taken into consideration before considering a resolution in support of submitting an application for a 2019 BRC Community Readiness Grant Award.

### Financial Considerations

The reconstruction of Midwest Avenue between Elm Street and Walnut Street is expected to cost \$3,145,000. Up to \$3,000,000 is expected to come from the Wyoming Business Council Community Readiness grant. The City of Casper will also apply for a Wyoming Department of Transportation TAP (Transportation Alternative Program) grant in the amount of \$350,000. The required matching funds will come from Optional One Cent #15 and One Cent #14 Sales Tax funds allocated to the project.

### Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Ethan Yonker, Associate Engineer

### Attachments

Resolution

Grant Application



# Business Ready Community Grant & Loan Program

## Grant and Loan Application

### Please select an application type:

- Business Committed Application
- Managed Data Center Application
- Community Readiness Application
- Community Enhancement Application

### Guiding Principles of the Business Ready Community Grant and Loan Program:

- Support to Wyoming's communities that are diverse in size, resources and economies.
- Focus Business Ready Community funding on projects that will lead to sustainability of the program and local economic development efforts.
- Support projects that will help people, families and communities thrive.
- Increase the capacity of community and economic development partnerships and cooperative efforts between the private and public sectors recognizing that each has its own responsibilities.
- Support and encourage communities that develop innovative responses to their economic challenges through a flexible review and recommendation process.

See Rules, Section 14, page 1-9 for additional application evaluation criteria and measures at [www.wyomingbusiness.org](http://www.wyomingbusiness.org).

**Rules** Rules governing the Business Ready Community (BRC) Grant and Loan Program are available through the Wyoming Business Council (WBC) or by clicking [this link](#).

**Applicants** Counties, incorporated cities, towns, and joint powers boards (with resolutions or support from all member agencies) may apply. The WBC may enter into contracts/cooperative agreements with Eastern Shoshone and Northern Arapaho Tribes.

**Funds**

<b>BRC Required Match</b>			
	Category 1 Applicant	Category 2 Applicant	Notes
Business Committed	10%	5%	Half of match must be cash.
Community Readiness	10%	5%	Half of match must be cash.
Community Enhancement	25%	20%	Half of match must be cash.
Planning	25%	25%	Match must be cash.
<b>All matches are calculated as a percentage of total project cost.</b>			

**Tier**

**Determination** [www.wyomingbusiness.org/matchcalculator](http://www.wyomingbusiness.org/matchcalculator) (Included in last tab)

**Due Date** For application deadlines, contact your Regional Director or Project Manager (contact information provided on the following page) or refer to the Wyoming Business Council website at: [www.wyomingbusiness.org](http://www.wyomingbusiness.org)

**Review** The review process includes an initial WBC staff screening, possible site visit and report to the WBC Board. The WBC Board will make recommendations to the State Land and Investment Board (SLIB). The SLIB will determine grant and loan awards. Applicants will be notified of all meetings. Timing of the approval process will depend on when the application is received and WBC and State Loan and Investment Board (SLIB) meeting schedules. **Applicants are strongly encouraged to attend the WBC and SLIB meetings at which their project is to be discussed.** Costs may not be incurred prior to a signed grant agreement.

**Submissions** **Applicants shall submit one (1) copy of the completed application to the WBC Regional Director, three (3) original complete applications, and one (1) electronic copy of the completed application to the WBC staff in Cheyenne.** Applications must be submitted on 8 ½ X 11” format. Applications must be submitted in 3 ring binders with attachments clearly labeled or tabbed. Regional contact information is located on following page:

BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM

<p>Converse, Niobrara, Platte and Natrona Counties</p>	<p>Big Horn, Hot Springs, Park, and Washakie Counties</p>	<p>Campbell, Crook, Sheridan, Johnson, and Weston Counties</p>
<p>Kim Rightmer East Central Regional Director 2435 King Blvd, Box 1 Casper, WY 82604  Tel: 307.577.6012 Cell: 307.287.2309 <a href="mailto:kim.rightmer@wyo.gov">kim.rightmer@wyo.gov</a></p>	<p>Amy Quick Northwest Regional Director 1508 Stampede Avenue Cody, WY 82414  Cell: 307.421.0140 <a href="mailto:amy.quick@wyo.gov">amy.quick@wyo.gov</a></p>	<p>Brandi Harlow Northeast Regional Director PO Box 706 Wright, WY 82732  Cell: 307.689.1320 <a href="mailto:brandi.harlow@wyo.gov">brandi.harlow@wyo.gov</a></p>
<p>Lincoln, Sublette, Teton and Uinta Counties</p>	<p>Fremont and Sweetwater Counties</p>	<p>Albany, Goshen, Laramie, and Carbon Counties</p>
<p>Elaina Zempel Southwest Regional Director 520 Topaz, Suite 110-A Kemmerer, WY 83101  Tel: 307.877.2203 Cell: 307.723.1510 <a href="mailto:elaina.zempel@wyo.gov">elaina.zempel@wyo.gov</a></p>	<p>Rebecca Briesmaster South Central Region Director 1400 Dewar Drive, Ste 208A Rock Springs, WY 82901  Cell: 307.389.0867 <a href="mailto:rebecca.briesmaster@wyo.gov">rebecca.briesmaster@wyo.gov</a></p>	<p>Heather Tupper Southeast Regional Director 214 West 15<sup>th</sup> Street Cheyenne, WY 82002  Tel: 307.777.2804 Fax: 307.777.2838 Cell: 307.772.1265 <a href="mailto:heather.tupper@wyo.gov">heather.tupper@wyo.gov</a></p>
<p><b><u>Send 3 hard copies and 1 electronic copy of the completed application to:</u></b></p> <p style="text-align: center;">Karen Fate / Brayden Connour, Project Managers Business Ready Community Grant and Loan Program Wyoming Business Council 214 W. 15<sup>th</sup> Street Cheyenne, WY 82002 Phone: 307.777.2827/ 307.777.2811 Fax: 307.777.2838 Cell: 307.214.0168/ 307.214.0270 <a href="mailto:karen.fate@wyo.gov">karen.fate@wyo.gov</a> <a href="mailto:brayden.connour2@wyo.gov">brayden.connour2@wyo.gov</a></p>		

## Schedule a Consultation with WBC Regional Director

The WBC Regional Director must be consulted during the application process and be provided sufficient opportunity to provide written review and recommend adjustments to the application and (when required) business plan. The review must address how the project aligns with regional economic and community development endeavors. The review will state any early concerns that the Regional Director may have. Early consultations with the Regional Director will allow the applicant to begin addressing those concerns before the application is submitted.

**A draft copy of the application must be submitted to the Regional Director two weeks prior to the application deadline or the application will be considered incomplete.** Along with the application, the Regional Director needs to review the following:

- Business Plan (must be to the Regional Director one month prior to the application deadline)
- Contingency and Development Agreement
- Lease Agreement
- Revenue Recapture Plan
- Operation and Maintenance Plan (if a building will be constructed or renovated). The plan should include projected expenses and projected income sources for three years.

**THIS IS A REQUIREMENT OF SUBMISSION. IF YOU DO NOT PROVIDE A COPY OF A COMPLETE DRAFT APPLICATION, INCLUDING ALL ASSOCIATED DOCUMENTATION, TO YOUR REGIONAL DIRECTOR TWO WEEKS PRIOR TO THE GRANT DEADLINE AND OBTAIN THEIR SIGNATURE, YOUR APPLICATION WILL NOT BE COMPLETE AND WILL NOT BE ACCEPTED.**

The Regional Director comments about the project (if applicable) may be included in the application. The Regional Director's signature is required on the checklist at the end of this application and the checklist with the signature should be included in the hard copy submission to Cheyenne staff.



**BUSINESS PLAN:** A Business Plan, when required, must be submitted to the Regional Director **one month prior to the application deadline** or the application will be considered incomplete.

Staff will evaluate the viability and thoroughness of a business plan. The business plan should address the following:

- Business description
- Values, Vision, Mission
- Products and/or Services description
- Background – history, current status, future plans
- Technology concept – concept development, research plans
- Management and Ownership (include qualifications and resumes)
- Organization/Personnel – organizational chart
- Operations – location, facilities and equipment, and labor
- Provide sources and uses for “Start-up Costs”, “Expansion Costs” or “Working Capital”
  - What will it cost to open the doors?
  - What are the equipment and labor costs to start?
- Detailed job creation figures
- Market Analysis prepared by licensed realtor or agent
- Competitive Analysis
- Industry trends
- Market investigation
- Marketing Plan and Strategy
- Challenges and Obstacles
- Number, type and pay scale for the jobs to be created
- Workforce Recruitment and/or Training Program
- **Financial information – historical financial performance, pro forma financials, assumptions (balance sheets, profit and loss (income) statements for the last three fiscal years and income projections for the next three years, and cash flow projections for the next three years)**
- **Copies of the prior three years of tax statements must be submitted**
- **All supporting documentation – licenses, certifications, contracts, etc.**
- Exit Strategy if applicable
- Proof that funding has been sought from other sources or that no other funding exists
- Other information as required by staff

Please mark the business plan “Confidential Information.” The WBC will entertain entering into a non-disclosure agreement, pending approval by the Attorney General. **The entire BRC application is considered a public record; however, financial and commercial information provided by the business is exempt from disclosure to the extent permitted by Wyoming Statute 16-4-203(d)(v).**

**SECTION I: COVER SHEET**

<b>1. PROJECT TITLE: Midwest Avenue Reconstruction – Elm Street to Walnut Street</b>	
<b>2. APPLICANT INFORMATION</b>	
<b>Applicant</b> (City, Town, County, JPB, Tribe):	City of Casper
<b>Responsible Elected Official:</b>	Ray Pacheco, Mayor, City of Casper
<b>Mailing Address:</b>	200 N. David, Casper, WY 82601
<b>PROJECT REPORTING CONTACT</b>	
<b>Local Contact:</b> Andrew Beamer	
<b>Position:</b> Public Services Director	
<b>Mailing Address:</b> 200 N. David, Casper, WY 82601	
<b>Phone:</b> 307-235-8341	
<b>Email:</b> abeamer@casperwy.gov	
<b>3. PROJECT ADMINISTRATION CONTACT</b>	
<b>Organization Name:</b>	City of Casper
<b>Contact Person:</b>	Ethan Yonker
<b>Mailing Address:</b>	200 N. David, Casper, WY 82601
<b>Phone:</b>	307-235-8341
<b>Email:</b>	eyonker@casperwy.gov
<b>4. TYPE OF PROJECT</b> <i>Briefly</i> describe applicable project type.	
<u><b>Infrastructure Type</b></u>	<u><b>Brief Description</b></u>
<input checked="" type="checkbox"/> <b>Transportation Infrastructure</b>	Complete reconstruction of the roadway, including sidewalks and curb & gutter.
<input type="checkbox"/> <b>Building</b>	
<input checked="" type="checkbox"/> <b>Water or Sewer</b>	Replacement of aging water and sanitary sewer main. Includes upsizing storm sewer mains.
<input type="checkbox"/> <b>Educational Development</b>	
<input checked="" type="checkbox"/> <b>Other Infrastructure</b>	Project includes the development of a separated bike lane.
<input type="checkbox"/> <b>Data Center Utilities</b>	
<b>5. PROJECT COSTS</b> Indicate minimum necessary total public project infrastructure costs.	
<b>a. Amount of loan requested:</b>	\$0
<b>b. Amount of grant requested:</b>	\$2,500,000
<b>c. Total match:</b>	\$ 645,000
<b>TOTAL Project Cost (a+b+c):</b>	\$3,145,000
<b>DECLARATION: I HERBY CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION TO THE WYOMING BUSINESS COUNCIL IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.</b>	
Responsible (Elected) Official's Signature and Date:	

Print or Type Name and Title: Ray Pacheco, Mayor
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## SECTION II: PROJECT INFORMATION

**1. PROJECT DESCRIPTION.** Provide a description of the proposed project including the potential impact on the community, duration of the project, potential jobs to be created or retained and the desired results.

As the City of Casper adapts to a rapidly growing population (11.4% growth between the 2000 and 2010 Census), it must find a way to safely accommodate new traffic on extremely old and severely worn road systems. The City of Casper has identified one road, Midwest Avenue, which needs critical repairs to support current and anticipated traffic in the near future. A multi-phased project, this phase will reconstruct Midwest Avenue between Elm Street and Walnut Street. The Midwest Avenue Reconstruction Project will:

- Repair dilapidated road systems.
- Create ladders of opportunity for the low and very low income population by improving transit service to a new State Office Building hosting the Department of Workforce Services, Department of Family Services, Department of Health, and several other social service agencies of the State of Wyoming.
- Provide better pedestrian and bicycle access to business districts in central Casper to reduce congestion-related emissions, as well as build two new transit stops.
- Spur economic development in a historically depressed urban center of Casper.
- Partner with the EPA/WYDEQ Brownfield Redevelopment Project currently underway in the area.

Because Casper is a regional hub of economic activity, multiple agencies and governmental jurisdictions are interested in the reconstruction of Midwest Avenue. The City of Casper will act as the lead agency as the grant recipient; however, the Wyoming Department of Transportation (WYDOT), Natrona County, the Casper Area Economic Development Alliance (CAEDA), Platte River Trails Parkway Trust, Casper Area Metropolitan Planning Organization, and the area transit system all have a vested interest in ensuring the efficient flow of traffic through this corridor, including improvements to other transportation systems such as pedestrian, bicycle, and bus networks and the economic returns these systems provide.

### Infrastructure Issues

The underground public utilities within the Midwest Reconstruction area date back to the early 1950s and require extensive maintenance. The existing cast iron water mains have deteriorated due to the corrosive soil conditions that exist in Casper, requiring constant repairs.

Roadways within this area have aged to the point that maintenance strategies are no longer cost effective. The roadway contains large longitudinal and transverse cracking in small to medium spacing, areas of fatigue and alligator cracking, and the asphalt has lost its oil and is approaching a state of brittleness. The existing curb-and-gutter has large separation cracks and has settled in areas allowing storm water to infiltrate under the surface, accelerating the rate of failure.

The roadway corridor also lacks many of the amenities needed to provide safe travel. There is an absence of roadway lighting; many of the blocks provide narrow to no sidewalks; and the entire corridor does not meet Americans with Disabilities Act (ADA) standards. The current state of disrepair of this crucial transportation corridor contributes to poor safety and conditions of blight.

To address these issues and their impacts, the City of Casper worked with WYDOT, consulting engineers, and planners to re-design the OYD in a way that reflects the community's multi-modal transportation needs. Both the *2002 Casper Urban Renewal Plan* and the *2007 West Central & South Poplar Street Corridor Plan* recognizes the importance of improving this corridor to make the transportation modes more efficient while being responsive to local needs.

The Midwest Avenue Reconstruction project is designed to:

- ensure that improvements promote redevelopment and economic growth;
- accommodate traffic volumes without degrading the residential, business and retail environment;
- strengthen alternative transportation modes including pedestrian and bicycle travel;
- enhancing the City's transit system by adding an additional stop and shelter along the Midwest Avenue corridor.

All of these improvements reduce emissions by promoting a walkable environment, improve the quality of life of the residents, visitors, and business owners; and will reduce the congestion currently experienced by WY 220 and WY 20-26.

### Project Details

This project includes moving all overhead utilities underground, replacing aging cast iron water mains and old clay tile sewer mains and brick manholes, providing water and fire protection service lines to each lot, upgrading the storm sewer to handle flood events, new roadway, curb and gutter, constructing sidewalks, providing pedestrian and a separated bike lane, and a bus shelter. Landscaping, irrigation, the addition of benches, bike racks, trash cans, and roadway lighting will all be part of the reconstruction.

### Transportation

The proposed project will improve the walkability of the Old Yellowstone District by providing new sidewalk along both sides of the street, new crosswalks along the entire corridor and an extension of the Rails-to-Trails pathway to WY 220.

The design concept for the OYD is geared toward pedestrians and bikers, and will create a safe comfortable experience within the district and downtown area. This will be a significant stride towards the City of Casper's vision of providing a walkable and sustainable community. This vision also addresses the reduction of congestion on WY 220 and WY 20-26 and of emissions and greenhouse gases by promoting walkability and reducing vehicle miles traveled.

Furthermore, the City of Casper's bus system will be improved by installing an additional bus stop within the State Office site. The new stop will serve the new State Office Building that will house the Department of Workforce Services, Department of Family Services, Department of Health, and several other social service agencies of the State of Wyoming. The new stop will also assist in the transportation of citizens to the Casper-Natrona County Health Department, local employers, local businesses, and will include links to all of the surrounding area within the corridor.

### *Safety Changes*

Reconstruction plans include a variety of changes that will improve safety for pedestrians, bikes, and vehicles. The existing road width on Midwest Avenue between Elm Street and Walnut Street varies between 68-feet and 80-feet. The proposed road width will consist of two 12-foot-wide driving lanes and two 8-foot-wide parking lanes. The remaining right-of-way will be allocated to a 5 foot to 6 foot boulevard on each side of the street, a 10 foot trail and a 5 foot sidewalk on both sides. On street parking will be removed along the south side of the street adjacent to the new State Office Building to allow the construction of a separated 10-foot bike lane. This separated bike lane allows the continuation of the Casper Rail-to-Trails pathway and ultimate connection to the pathway around the Three Crowns Golf Course and Platte River Trail system.

### *Infrastructure*

Construction will include much needed improvements to an aged and failing sewer system, expanded storm water drainage system, burying of overhead electrical wires, brittle roadways, and crumbling sidewalks.

### *Design Changes*

Typical street level planters will be constructed within the boulevard, containing deciduous trees and various ground cover plantings. The boulevard section will contain bike racks, benches, trash cans, and roadway lighting. All amenities will be designed in accordance with the OYD guidelines. The design concept of constructing a boulevard between the roadway and the sidewalk provides a safe and inviting atmosphere for patrons walking along the corridor. Given the new street section is narrower and the alignment of the roadway is going to generally stay in the same location, the need for any right-of-way will be minimal. The intersections will provide an opportunity to highlight the history and landscape of Casper, including the railroad and Casper's infamous wind.

**2. PUBLIC BENEFITS.** Describe the public benefits of the proposed project including the importance of the project to the community and how it promotes economic development. (Please consult the WBC Regional Director for information on conducting an economic impact study for a Business Committed Project)

City leaders have recognized that balanced growth in our community is not only essential to its survival but needed for Casper to continue to be a destination for the region. With Casper as the second largest community and centrally located within the State of Wyoming, it is heavily relied on by citizens throughout the state for shopping, entertainment, and recreational purposes, and is considered widely as the hub of the State. It is also a freight origin and destination center with WY

220, I-25, and WY 20-26 as the major state truck routes through the area. Numerous public benefits will result from this project. For example by reducing slum and blight, this project will support economic and community development. Further, the project will increase the tax base. Additionally, the renewal of this area will increase connectivity and transportation options, thus making it easier for the public to commute in a safe environment, which is a top priority in this community.

The Market Demand Analysis of the OYD identified unique market and economic opportunities. There is market demand and, with strategic public and private investment and continued policy support, the OYD continues to be positioned to capitalize on niche and destination opportunities which serve the community and region.

Market opportunities for residential, retail, and office space in this downtown core of Casper over the next 10 (ten) years include:

- The potential to capture between 15% and 25% of new higher density housing in the primary trade area, translating to approximately 580-750 new housing units.
- The potential to capture between 10% and 15% of new retail demand in the primary trade area, and 3% to 5% of new retail demand in the secondary trade area, translating to approximately 160,000-252,000 square feet of new retail space.
- The potential to capture between 25% and 30% of new office demand in the primary trade area, translating to approximately 112,500-135,000 square feet of new office space. Density and mixed use formats will be encouraged to maximize growth opportunities.

### Long-term Benefits of the Old Yellowstone District Redevelopment and Midwest Avenue Reconstruction

- Enhance property values by upgrading and improving infrastructure;
- Create an economic connecting corridor to the downtown core.
- Enhance tourism by attracting visitors, shoppers, recreational enthusiasts and tourists who often become residents;
- Provide economical transportation options by creating a walkable community which encourages active and healthy lifestyles while reducing long-term medical costs, and also reducing emissions and fuel consumption;
- Expand economical transportation options by providing an additional bus stop in the OYD, and increasing bus system routes to provide job access to workers.
- Create a foundation that facilitates private redevelopment and brings in new businesses to the area creating full time jobs in areas other than construction;
- Provide a connecting corridor between WY 220 and WY 20-26 that will reduce congestion on those state highways.

### Job Creation and Near-term Economic Activity

The Midwest Avenue Reconstruction project will promote significant short and long-term creation and preservation of jobs, especially for low-income workers. Employment estimates are based on Federal Highway Administration (FHWA) estimates of employment impacts on highway capital

expenditures, which include direct, supporting, and induced positions. This information was obtained from the FHWA web page [www.fhwa.dot.gov/policy/](http://www.fhwa.dot.gov/policy/) and is defined as follows:

*Construction oriented employment:*

Including jobs that are created either by the construction firms that work directly on the project or by the firms that provide direct input to the construction project;

*Supporting industry employment:*

Including jobs in firms that provide input to the industries that directly provide materials and equipment used in highway construction.

*Induced employment:*

Including jobs supported by consumer expenditures resulting from wages, to construction oriented and industries employment.

FHWA 2007 data suggests that 27.8 jobs are created for every million dollars in highway infrastructure investment. This is just the beginning of the jobs to be created by the new corridor, and redevelopment and revitalization program.

### Connectivity

This project's goal is to create a new transportation corridor between two state highways, providing a foundation of redevelopment within the OYD, with new businesses in industries such as tourism, recreation, restaurants, retail, office, construction, and maintenance.

The City of Casper will partner with the Wyoming Department of Transportation (WYDOT) throughout the stages of the project. The Wyoming Department of Transportation does not have funds set aside to aid in the project; however, their expertise will be used in the review process. As the project will create a new transportation corridor between two state highways, WYDOT has a keen interest in the design and functionality of the entire corridor. As an indirect partner, the City of Casper's *West Central & South Poplar Street Corridor Plan* was created through the progressive collaboration of the City of Casper, the City of Casper's MPO committees, Wyoming Department of Transportation, the Downtown Development Authority, the Old Yellowstone District Advisory committee, Platte River Parkway Trust, as well as citizens, property owners, and business owners of the community.

### Safety & Aesthetics

The major challenge and emphasis of this project is to provide another access to downtown that will reduce congestion on WY 220 and WY 20-26 and provide safe access to the OYD using multiple modes of transportation. This project will also provide a safe corridor for residents to commute by providing bike lanes throughout the corridor and connecting a missing section of the City of Casper's extensive trails section that ties the river front pathway section to the downtown trail system. Pedestrian crosswalks will be installed along the corridor providing safe access to both sides of the corridor along with roadway lighting to help provide for a safe, comfortable, secure area.



Intersections along the corridor will be designed with pedestrian safety as the priority. At each intersection, on-street parking will be removed allowing bulb-outs to be constructed on all four corners. This reduces the pavement width that pedestrians must travel to cross the street, lowering the risk of conflict between vehicles and pedestrians. The narrow section at the intersection also gives the illusion to vehicles that the roadway width is being restricted which helps reduce speeds in vehicles, also providing a safer crossing for pedestrians.

Safety will be further improved by adding cobra head street lamps at each intersection, and additional decorative lights along the sidewalks. Illuminating streets and intersections will increase visibility for drivers and pedestrians. The City of Casper has been converting its existing roadway lighting to high efficient lighting and has adopted a policy to only install new high efficiency lighting on future projects. The added lighting will be energy efficient, in accordance with sustainability concepts driven by city and community leaders.

**3. PROJECT GOALS AND OBJECTIVES.** Describe the goals of the project and identify indicators or measures to be used to determine at the conclusion of the project if goals were achieved and if the project is a success. The performance measures should focus on solid, measurable actions related to the project. Examples of indicators may be the amount of money leveraged (from other public or private sources), number of self-sufficient jobs created, number of business-ready lots created, etc.

## PROJECT GOALS AND OBJECTIVES

### Goal 1: Improved Connectivity and Infrastructure

Competitiveness begins at the local level by building infrastructure, improving educational performance, and strengthening cooperation between public and private institutions. The community's planning efforts in the district are a solid blueprint to encourage economic growth in an economically distressed area. This process has already been successfully demonstrated by the reconstruction of West Yellowstone Highway, where several business have followed suit with rehabilitation on existing business structures and the development of new businesses.

The Midwest Avenue Reconstruction project will also enhance the economic competitiveness of the City by transforming the OYD into a walkable community. This project is targeted to vehicle, transit, pedestrian, and bicycle modes of transportation. One large goal of this project is to create a connecting transportation corridor to relieve congestion on State Highway 220 and 20-26. Part of this project's focus is on providing a safe and inviting connection for pedestrians from one side of the district to the other by constructing new sidewalks, providing accessibility to all individuals by constructing ADA structures, installing new efficient roadway lighting, bike racks, benches, and by constructing a pathway that fills a major gap in the community's pathway system. This project will also increase transit access for employment opportunities as well as health and community services access. Reconstructing this corridor may promote healthier lifestyles, cut back on emissions by reducing vehicle miles traveled, reduce congestion on adjoining state highways and increase transit access to the area.



The City of Casper's vision is to create a corridor that will not only connect other state roadways but act as a catalyst to revitalize a once vibrant area within the City limits. The reasoning behind this was to create something that will not only improve the functionality and aesthetics of the corridor, but create something that will build upon itself and thrive in the long-term.

### *Objectives for Goal 1:*

In order to fulfill these goals, the Midwest Avenue Reconstruction project will include certain objectives to measure when and to what extent the goal has been met. For this particular goal there are several ways which the City can measure the success of the project on economic development. For example, the City will measure changes in traffic volumes, as well as the changes in walking and biking traffic. Similarly, the City will ask businesses in the area to report changes they see in the number of patrons; the City will also ask that businesses track and report job creation of both full time and part time workers, and the city will ask businesses to report change in sales. Further, the City will track the investments of both public and private entities in the area and then measure the property values of existing, new, and updated properties. Traffic studies will be conducted to measure increases over the current baseline.

### **Goal 2: Enhance Economic Competitiveness**

The most direct long-term economic benefits stemming from this project are the increased value of existing, new, updated, and adjacent properties. However, the City's goals are to increase the existing and potential values to ignite new development in both the residential and business industries. To facilitate the public investment in infrastructure to this area creates a starting point of economic growth that builds upon itself and transitions to private investing.

Investment in infrastructure and marketing has demonstrated economic growth and redevelopment from private individuals since the creation of the OYD. Since 2007, seventeen new businesses have started in the district. The U.S. Bank, pictured, is one example of a new business that was erected in the district in 2011.



The businesses and number of full time employees or jobs created are as follows: Montessori School (6), Mercer Family Resource Center (20), U.S. Bank (12), Farm Bureau Financial (10), Ice Factory (5), Comtronix (15), Huff Properties (5), Design Studio (1), Wyoming Plant Company (2), Fire Station (20), K & M Pet Products (2), MOA Architecture (5), Martin’s Co-op (3), Adbay (9), Dsasumo Thai Bistro and Sushi Bar (15), and Rising Lotus Wellness Center (5).

The revitalization of the OYD has demonstrated success in a relatively short period of time with the creation of 135 full time jobs. Although the actual reconstruction of Midwest Avenue between Elm Street and Walnut Street will have an immediate impact to the local economy by creating jobs and providing job retention in the short term, the City of Casper’s goal is to create numerous long term jobs through redevelopment and revitalization. The long term job creation will have an exponential impact to the local, state, and national economy.

The City has also adopted a Façade/Storefront Matching Program, by leveraging its Community Development Block Grant (CDBG) funds, to encourage existing business owners and residents in the OYD and downtown core to rehabilitate existing structures. This program is used for any new business coming into the district looking to occupy an existing structure. Even though there are several empty lots within the district, one goal of the master plan is to retain the historic vision of some of the existing structures while also promoting new development. Photos #24-26 in Appendix II; demonstrate great examples of revitalization in the OYD and private individuals utilizing the Façade/Storefront Matching Program.

Facade Matching Grand Recap  
2011-2013

	<b>Grant Amount</b>	<b>Private Investment</b>	<b>Total Investment</b>	<b>Total Investment Ratio</b>
Hilston Appraisals	\$10,000.00	\$14,500.00	\$24,500.00	2.45
Joshua’s Storehouse	\$4,244.72	\$4,244.73	\$8,489.45	2.00
Slumberland	\$10,000.00	\$20,423.25	\$30,423.25	3.04
Stalkup’s Warehouse	\$10,000.00	\$10,000.00	\$20,000.00	2.00
Walsh Properties	\$10,000.00	\$18,279.00	\$28,279.00	2.83
Pischer Body Shop	\$10,000.00	\$18,750.00	\$28,750.00	2.88
Oil City Liquors/RDH	\$10,000.00	\$13,278.00	\$23,278.00	2.33
Bishop’s Corner I	\$10,000.00	\$24,253.00	\$34,253.00	3.43
WyoCentral FCU	\$5,502.50	\$5,502.50	\$11,005.00	2.00
Wolcott Galleria	\$6,684.26	\$6,684.26	\$13,368.52	2.00

BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM

Elk's Lodge	\$10,000.00	\$33,964.50	\$43,964.50	4.40
Montessori School	\$10,000.00	\$146,418.87	\$156,418.87	15.64
Bishop's Corner II	\$10,000.00	\$23,201.00	\$33,021.00	3.30
Bi-Rite Building	\$10,000.00	\$142,260.00	\$152,260.00	15.23
<b>Total:</b>	\$126,431.48	\$481,579.11	\$608,010.59	4.81

*Objectives for Goal 2:*

In order to evaluate the effectiveness of Goal 2, the City will measure the following:

1. New business development;
2. Job creation;
3. Existing business expansion;
4. Capital construction;
5. Private investment;
6. Property value measurements;
7. Sales tax comparisons.

*Goal 3: Improved Safety*

Improved safety is a primary goal of the Midwest Avenue Reconstruction project. The lack of pedestrian crosswalks, sidewalks, and ADA ramps throughout the corridor put pedestrians' safety at risk. The proposed project will focus on enhancing pedestrian safety by connecting the "Rails to Trails" pathway from downtown Casper to the Platte River Commons Business Park, and Three Crowns Golf Course pathway. This connection fills in a major gap in the city's trail system by providing a safe crossing on WY 220, a major barrier for pedestrians with the given volume of traffic that this street carries. The installed traffic signal at the intersection of Midwest and WY 220 interrupts traffic to allow pedestrians to cross. The pathway will allow workers in the district a safe pedestrian experience. This pathway connectivity will also benefit the students who attend Natrona County High School, with its close proximity to the project. The completion of the pathway will provide adequate and safe passage for both students and staff. This project will not only help the City of Casper provide its citizens with a sustainable, walkable community, but also help the school district provide our patrons with a safe route for alternative modes of transportation to school by completing a gap within the trail system.

Providing roadway lighting along the corridor and pathway will also increase safety for pedestrians during the nighttime hours. Properly spaced lighting will enhance security and provide an inviting and comfortable atmosphere. Improper lighting is a major factor in vehicle and pedestrian conflicts.

A number of intersections present limited sight distance. One solution is providing bulb-outs on each corner at these intersections. This allows vehicles to advance further into the intersection enabling them to see oncoming traffic. This solution also creates a safer crossing for the pedestrians

as it narrows the road width at the intersection shortening the distance traveled to cross the intersection. This can be accomplished along the Midwest Avenue corridor given right-of-way width and the proposed lane configuration and typical intersection layout discussed earlier.

The number and severity of crashes are not particularly high when compared to other intersections in large urban areas; however, the most frequently recorded crash types along this corridor are indicative to the layout and situation present at each location. The most commonly recorded crash types along this corridor are: stopped in traffic rear ending, entering traffic at a blind intersection, and angle direction collisions.

### *Objectives for Goal 3:*

#### **Safety design concepts include:**

- Curb extensions with landscaping at intersections;
- An efficient lighting plan;
- Separated bike land from street;
- ADA curb ramps at every intersection;
- Pavement markings along with concrete sidewalks and crosswalks;
- Designated on-street parking on both sides of the street;
- A connective pathway to surrounding areas;
- Enlarging storm sewers to handle storm events.

These measures will create a safe and efficient system that can handle the multiple modes of transportation within the area, and better serve its residents and visitors. To monitor progress with these new safety initiatives, surveys will be conducted with neighborhood businesses and residents. Data will be collected via mailings and a website survey. Survey questions will ask respondents if they are walking more; if they feel safe; how they rate overall traffic in the area; and, if they have mobility issues, does the OYD accommodate their needs.

### *Goal 4: Livability*

Vibrant, sustainable, walk-able communities like Casper form the backbone of a strong national economy. Casper continues to be an important destination for shopping, business opportunities, recreation, events, and vacationers because of the size of the community and its central location within the state. Casper is a regional leader in the effort to create a sustainable and livable community catering to the citizen's needs of the region. However, the urban renewal area known as the Old Yellowstone District is an empty void in the center of the community. The Midwest Avenue Reconstruction Project will serve as the missing catalyst.



*The annual Memorial Day Car Show in the OYD draws hundreds of participants and visitors from all over the region.*

An improved and expanded downtown core will benefit the community at large, providing much needed economic opportunities, while improving aesthetics and invigorating individual and community health. This renewal plan will connect the core of downtown directly to East and West Casper, the Commons business district, and the Three Crowns Golf Course to the west. This will be accomplished by expanding the central social, political, and economic hub of Casper including its trade area.

This project will benefit businesses, residents and visitors at all income levels. It will provide enhanced pedestrian safety and accessibility to goods and services by improving different modes of the transportation systems through these mixed use areas. The combination of the proposed improvements all work together in creating a more livable community.

The City of Casper seeks to address the following through the Midwest Avenue Reconstruction Project:

<i>Six Principles of Livability' provided by the Partnership for Sustainable Communities</i>		
1	Provide transportation choices.	The reconstruction project will enhance the safety of automotive traffic, allow for new public transit, provide adequate sidewalks for pedestrians, and allow for a first of its kind in Casper dedicated bike lane that will connect the much larger Rails-to-Trails system to the Platte River Parkway System. In addition to meeting current transportation needs, the project will serve as a model for further adoption of Complete Streets principles citywide.



2	Promote equitable, affordable housing.	The City of Casper currently is experiencing a housing shortage with relatively low vacancy rates, high rents and a long waiting list of people in need of affordable housing. The proposed infrastructure improvements are expected to serve as a catalyst for the development of housing districts, as referenced in the Downtown Strategic Plan.
3	Enhance economic competitiveness.	The project will help spur economic growth by connecting the recently developed business incubator and proposed hotel conference center on the Platte River Commons with the Central Business District. Vacant buildings and land in the urban renewal area will become economically viable once again with the proposed upgrades.
4	Support existing communities.	The centrality of the project area will benefit a much larger number of citizens as compared to one in a rural or suburban location. A significant portion of the neighborhood residents (80.4% in Census Tract #56025000200) are categorized in the low-to-moderate income status. The investment will efficiently promote density, revitalization and mixed-use development.
5	Coordinate and leverage federal policies and investment.	The Midwest Reconstruction Project will leverage federal, state and local dollars in coordination with plans for future growth. The amount leveraged by federal investment will spur considerable development in the Old Yellowstone District, Platte River Commons and Central Business District of Casper.
6	Value communities and neighborhoods.	The project will help contribute to the unique character of the Old Yellowstone District and the region as a whole. Livability will be further enhanced by continuing to create a healthy, safe and walkable environment.

*Objectives for Goal 4:*

In order to accomplish this goal the project will include improved and added items such as: street lights and lamps, street benches, raised planters with flora and trees, bike racks, and brick pavers. In addition, sidewalks, streets, gutters, sewers, overhead electrical, bike racks, and bikes lanes will be redesigned and replaced.

Quantified results will also be reported on each of the six livability principles listed above:

1. Number/type of transportation options;
2. Number/units/rents on new housing projects;
3. Number/type of new businesses in the OYD;
4. Job growth and housing statistics specifically targeted to low-moderate income citizens, as reported to HUD;
5. Updates on state and federal grant programs secured for the OYD redevelopment project;

6. Satisfaction surveys from the OYD neighborhood, and overall community, on redevelopment initiatives.

### Goal 5: Sustainability

The Old Yellowstone District was originally constructed in the 1910s. While the City focused on redeveloping other neglected areas, such as the Sand Bar District and the downtown core, the OYD continued to decline with the oil busts of the 70s, 80s and ultimately the closure of the AMOCO Refinery, leaving the infrastructure in very poor condition and beyond its useful life.



Existing sanitary sewer and storm sewer lines are constructed with clay tile. The City's closed circuit inspections indicate major fatigue fractures, bell cracks, and in some areas, a large potential for failures. Some sewer lines may be repaired by using slip lining; however, many of the manholes need replaced. Currently, manholes are constructed out of brick, and are a major source of water infiltration.

Existing storm sewers in the area need to be upgraded and enlarged to handle storm events, and new catch basins with sediment traps also need to be installed. The installation of two new stormceptors will result in a cleaner discharge into the North Platte River, a practice that meets the City's goal to become a more sustainable community and in compliance with the City of Casper's Municipal Separate Storm Sewer System (MS4) permit administered by the Wyoming Department of Environmental Quality.

The Midwest Avenue Reconstruction project proactively supports sustainable, environmentally sound transportation by improving the efficiency of the existing roadway corridor, reducing congestion on the adjacent state highways, and promoting alternative modes of transportation. With Casper located at the base of Casper Mountain and the North Platte River meandering through the northern part of the community, environmentally sound practices are crucial.



This proposed project must provide a corridor that is designed to promote multi-use transportation modes by installing streetscapes that are attractive, safe and suitable for a variety of transportation modes. Streetscaping tends to have modest impacts, but its effects may be large if implemented as part of an overall program to improve alternative modes and encourage more compact, infill development. Ornamental lighting and shade trees will not only increase security, but also encourage more walking and biking. Streetscaping that improves urban environments can support Smart Growth, which can result in more diverse systems and accessible land use patterns. This concept results in less vehicle miles traveled and lowers emission produced by a community.

The City of Casper is in the process of converting all of the conventional roadway lights from incandescent to induction or LED lighting. This will save the City money in its annual electrical fees, and will reduce the City's carbon footprint, which remains part of the commitment to become a more sustainable community. In addition to these light conversion projects, the City has adopted the practice of only installing efficient lighting on all new construction, which will be utilized on the Midwest Avenue Reconstruction Project.

#### *Objectives for Goal 5:*

Final construction reports will indicate the amount of utility lines replaced/repaired/installed; the amount of new pavement installed; the total number and type of new street lights; the total amount of electrical service taken under ground; and the type/amount/illustrations of transit and ADA installations.

**4. PROJECT NEED.** Describe in sufficient detail the need for the project and why BRC funds are necessary.

#### **PROJECT NEED**



The Old Yellowstone District was originally constructed in the 1910s. While the City focused on redeveloping other neglected areas, such as the Sand Bar District and the downtown core, the OYD continued to decline with the oil busts of the 70s, 80s and ultimately the closure of the AMOCO Refinery, leaving the infrastructure in very poor condition and beyond its useful life.



The underground public utilities along Midwest Avenue date back to the early 50s and require extensive maintenance. The existing cast iron water mains have deteriorated with the corrosive soils that exist within Casper, requiring extensive repairs. When new water mains are installed, new service and fire suppression lines will be installed to each lot. These new lines will allow private investors looking into the district the ability to connect to these services without cutting into the roadway section themselves.

Midwest Avenue between Elm Street and Walnut Street has aged to the point that maintenance strategies are no longer cost effective. The roadway contains large longitudinal and transverse cracking in small to medium spacing, areas of fatigue and alligator cracking, and the asphalt has lost its oil and is approaching a state of brittleness. The existing curb-and-gutter has large separation cracks and has settled in areas allowing storm water to infiltrate under the surface, accelerating the rate of failure.

The roadway corridor also lacks many of the amenities needed to provide safe travel. There is a lack of roadway lighting, many of the blocks provide narrow to no sidewalks, and the entire corridor fails to meet Americans with Disabilities Act (ADA) standards. The current state of disrepair of this crucial transportation corridor contributes to poor safety and conditions of blight.

To understand and address traffic issues and the impact congestion has, the City of Casper worked with WYDOT, consulting engineers, and planners to create a re-design of the OYD district that reflects the community's multi-modal transportation needs. Both the *2002 Casper Urban Renewal Plan* and the *2007 West Central & South Poplar Street Corridor Plan* recognize the importance

of improving this corridor to make the transportation modes more efficient while being responsive to local needs.

The Midwest Avenue Reconstruction project is designed to: promote redevelopment and economic growth, accommodate traffic volumes without degrading residential, business and retail environments; strengthen alternative transportation modes including pedestrian and bicycle travel, and enhance the City’s transit system by adding an additional bus stop along the Midwest Avenue corridor. All of the planned improvements reduce emissions by promoting a walkable environment, improve the quality of life of the residents, visitors, and business owners; and will reduce the congestion currently experienced by WY 220 and WY 20-26. Furthermore, the project will begin the investment into the infrastructure that will elevate land values of economically distressed residents, provide public transportation to services (such as the Casper-Natrona County Health Department and new State Office Building), relieve congestion around and provide access to downtown Casper, and help spark the redevelopment of several empty buildings and lots. This redevelopment will also promote long-term creation of jobs with new and expanding business developments and will spur economic growth that will benefit the entire region.

Another project proposed in this area will directly complement the Old Yellowstone District. The Wyoming Department of Transportation plans to reconstruct WY 220 from Interstate 25 to WY 20-26. This project’s goal is to provide a smooth flow of traffic from the Interstate to downtown Casper with an emphasis on providing safe passage for pedestrians. WY 220 is a major state right-of-way through the City of Casper with currently no platform for pedestrians to commute along this route. This project, done by the State of Wyoming, will significantly impact the access to the downtown area for local residents and the surrounding region. When completed, the intersection of WY 220 and Midwest Avenue will be the main gateway to downtown services and direct access to WY 20-26. It will assist in directing traffic and welcoming pedestrians. The Midwest Avenue project is only one part of an overall plan to update the entire Old Yellowstone District. If one portion is not completed, other projects may not be possible. This is why the improvements to Midwest Avenue are so critical. They will allow the City to continue moving forward in a methodical fashion without losing momentum and assuring compliance of WYDOT’s timeframes.

**5. FUNDING DENIAL.** What are the repercussions if funding is denied?

If funds are not obtained through this grant, Midwest Avenue between Elm Street and Walnut Street will continue to deteriorate, momentum will be lost, and WYDOT’s timeline jeopardized. Current infrastructure is crumbling, posing safety hazards and making the area unsuitable for economic expansion. Without reconstruction, the area will remain abandoned, and will continue its state of disrepair. No new businesses will open, and a major opportunity to connect the area to downtown will be lost.

**6. FUNDING SOUGHT.**

a. Have any other Federal, State or Private sources been pursued for this project?

(Check all that apply and fill in Additional Funding Table)

- Federal Grants (USDA, EDA, Etc.) BUILD Grant
- State Land and Investment Board (Is your project on the Comprehensive Priority List for Clean Water or Drinking Water? If so, what rank?)

BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM

- Water Development Commission
- Department of Transportation (TEA Program)
- Wyoming Department of Health
- Other State Sources (Specify)
- Private Donations or Foundation Grants (Specify)
- Commercial Financing (Specify Bank)
- Other:

b. Please describe any successful, unsuccessful and pending awards.

The City has explored several funding options, and has applied for the following grants:

- BUILD
- WYDOT TAP Grant

The City previously applied for the Tiger III, IV, and V grant, but was turned down due to lack of program funds. The project limits for the BUILD grant application was for the reconstruction of Midwest Avenue from Elm Street to Poplar Street, and including the reconstruction of Spruce Street and Oak Street between Midwest Avenue and Yellowstone Highway.

**ADDITIONAL FUNDING TABLE**

Funding Description	Amount	Awarded	Denied	Pending	Anticipated Decision Date	Further Explanation
BUILD	\$5,257,828			\$5,257,828	12/18/18	
TAP Grant	\$350,000			\$350,000	10/19	Application will be made to WYDOT in July 2019.

**7. OWNERSHIP.** Will the local government own the improvements funded by this program?  
 Yes  No

If "no," who will own the improvements? If the applicant is a joint powers board, attach a Certificate of Organization and an executed Joint Powers Agreement to the application. Certificate of Incorporation is required if a Community or State Development Organization will carry out the project.

**8. TIMELINE.** Describe a realistic project timeline. If the project is to be phased, provide a separate timeline for future phases. **DO NOT EXPEND FUNDS BEFORE CONTRACT HAS BEEN FINALIZED.**

Expected SLIB Award Date: April 2019

Expected Contract Routing final date (please allow 6-8 weeks from SLIB award): June 2019

Expected Construction Bid Award, if applicable: September 2019

Any other authorizations, permits, funding, or activities necessary prior to the commencement of the project:

Expected Property Transfer, if applicable: N/A

Expected Construction closeout, if applicable: September 2021

**9. READINESS.** Will this project improve the community's readiness for future business development?

Yes  No

Explain:

**10. COMMUNITY ENHANCEMENT PROJECTS:**

a. How will this project improve the community's ability to attract and retain businesses?

b. Provide a priority listing of proposed community enhancement projects and sites related to economic development along with preliminary cost estimates;

**11. DOWNTOWN DISTRICT.** Is the project located in a downtown district? (If no, skip to Question 12)

a. Is the community a Wyoming Main Street Community? If yes, please provide reinvestment statistics regarding the district.

b. Does the community have any downtown specific organizations and how are they involved in this project?

c. Discuss the community's downtown development strategy. Does the community have a downtown master plan or is the downtown part of another plan? Attach the community's comprehensive downtown strategy and/or planning documents.

d. If the community has a downtown plan, what projects have already been implemented and how is it impacting the downtown (jobs, business retention/growth, etc)?

**12. HISTORICAL or CULTURAL SIGNIFICANCE** (if applicable). Provide a background on the historic or cultural significance of the project. Describe the extent to which the project will preserve or enhance the historic or cultural significance of the asset and/or community.

**13. PROCUREMENT/PREFERENCE/WYOMING SITES**

**a.** Attach a Statement that the Applicant will follow State Procurement Standards Inclusive of W.S. § 15-1-113 and W.S. § 16-6-101, et seq.

**b.** Attach acknowledgement that the Wyoming Preference Act (Wyoming State Statute § 16-6-201 through 16-6-206) will be adhered to throughout the project. For additional information please contact the Wyoming Workforce Services Labor Standards Office at: 307-777-7261. To view the actual statute, please go to the following link:

<http://wyoleg.gov/NXT/gateway.dll?f=templates&fn=default.htm>

**c.** Attach a Statement that the Applicant will list the site/structure on [www.wyomingsites.com](http://www.wyomingsites.com)

See <http://bit.ly/2fYgNAe> for template.

*This document must be signed by an Eligible Elected Official*

**14. REVENUE RECAPTURE PLAN**, if applicable. Final draft or executed copy only. See Section IX. Will the project funded by BRC funds generate revenue?

Yes  No

If "yes," attach a specific plan that anticipates revenue streams and prioritize economic development initiatives to be paid for with the revenue. Revenue generated by the applicant or a private developer through BRC publicly funded infrastructure projects must be recaptured in full by the applicant. This plan must be signed and dated by Eligible Elected Official.

**15. WORKFORCE TRAINING SCHEDULE**, if applicable. Attach a workforce recruitment and/or training program. Include a program outline if the project involves educational development infrastructure for workforce or entrepreneurial training.

**\*16. OPERATIONS AND MAINTENANCE**, if applicable. Final draft or executed copy only. Attach a detailed Operations and Maintenance Plan (for Business Committed projects, the Business Plan may contain the O&M Plan). The plan should define the roles of the Applicant Community, CDO, developer, committed business, etc. in the maintenance of project infrastructure or facilities. The plan should include projected expenses and project income sources for the life of the asset.

**\*17. LEASE AGREEMENT**, if applicable. Final draft or executed copy only. A signed lease agreement will be required if the applicant or CDO is leasing property as a part of this project.

**\*18. CONTINGENCY/DEVELOPMENT AGREEMENT**, if applicable. Final draft or executed copy only. The Contingency and Development Agreement between the applicant, the business, and a Community Development Organization (if applicable), agreeing that expansion or relocation will occur and under what conditions. Along with the details of the project and responsibilities of each party, it should address:

- The project

- Public benefit to be derived by the project
- Return or consideration by the private business in exchange for the public project
- Specified source of match funding by account name or other identifying characteristics
- Job creation, wages, and payroll
- What will happen in the case of project cost over runs
- Commitment of a business to a community
- Private investment
- Public procurement
- Performance measures and reporting
- Timelines
- Marketing of available properties, particularly on wyomingsites.com
- Responsibilities of each party
- Operations and Maintenance, if not included in another document
- Default remedies

Data Center Projects Only:

- How invoices will be reimbursed
- An understanding of the required match and job creation requirements
- How the funds will be reimbursed to the WBC if the business relocates from the political subdivision or ceases operations prior to the expiration of five (5) years from first receiving the grant funds as well as a reasonable rate of return
- Offer by the business and an acceptance or declination by the applicant to provide a stated amount of information technology storage services to the applicant at a price discounted from the fair market value of the services

***\*Please consult with Regional Director for project specific required documents.***

**19. SOCIAL SERVICES, (CHILD CARE, SENIOR CARE).** If the project will expand social services, explain whether demand for those services is outpacing the existing supply of services. Attach any relevant documentation. What is the net effect on the local economy? Attach any relevant documentation.

**20. MANAGED DATA CENTER COST REDUCTION PROJECTS:**

- a. Attach evidence that there is, or will be infrastructure, architecture, and services necessary for the support of a Tier II, Tier III or Tier IV data center.
- b. Attach projected utility costs.

**21. PROJECTS INVOLVING A PRIVATE DEVELOPER:** Applicant must provide information about why it is necessary for public assistance in the private project and the consideration exchanged for the public assistance.

**22. PROJECTS INVOLVING A COMMUNITY DEVELOPMENT ORGANIZATION OR ECONOMIC DEVELOPMENT ORGANIZATION:** Applicant must provide a Certification of Incorporation.

## SECTION III: PUBLIC HEARING PROCESS

An applicant is required to inform and educate the public and business community to the greatest extent possible about the proposed economic development project utilizing a variety of techniques and media. To inform the public and to gather information, the public hearings should at a minimum: identify the economic development opportunity/ies; explore all possible funding sources and alternative solutions to the opportunity/ies; contain a comprehensive description of the proposed project; and solicit testimony from citizens who may feel that the proposed use of the project might compete with an existing business.

The applicant must make readily available to the public, access to the application and associated materials, exclusive of business plans or business financial information which are not subject to public information statutes.

An applicant shall actively solicit citizen input which can be submitted via writing, electronically, or in person at a public hearing. **A minimum of one public hearing** before submission of an application. For the purposes of this program **seven (7) days** is the minimum period for notification of a hearing date. Public notice shall be published in a newspaper of general circulation within the boundaries of the applicant or as approved by the council staff. If the project facility is to be located outside the boundaries of the applicant, the applicant shall hold additional public hearings near the location of the proposed project facility.

An applicant must use its best efforts to notify all providers of similar services in the market area about the public hearing at least **seven (7) days** in advance of the public hearing.

The notice shall contain a concise description of the proposed project and state that time will be set-aside at the Public Hearing to take testimony from citizens about the project. See <http://bit.ly/2gPE4Zt> for a template.

An application must be accompanied by:

- a description of the applicant's public engagement process,
- written comments received by the applicant,
- evidence of the public hearing notification,
- minutes from the Public Hearing with any oral testimony

### **Resolution:**

Attach Resolution(s) of Support and minutes. After a public hearing is held, the applicant community must pass a Resolution of Support with verifying minutes. If the applicant is a Joint Powers Board, all participating agencies to the joint powers agreement must pass separate Resolutions of Support. The Resolution should state, at a minimum:

- the nature of the project
- public benefit
- desired economic development outcomes
- specified source of match funding by account name or other identifying characteristics
- who will be responsible in the case of project cost overruns
- the details of the Revenue Recapture Plan, if applicable
- who will be responsible for Operations and Maintenance



## SECTION IV: SITE INFORMATION

### 1. What is the location/address of the project?

This project will improve 3 blocks along Midwest Avenue between Elm Street and Walnut Street. This section will be a continuation of the redesign that has taken place in three phases on Yellowstone between David Street and Poplar Street and on Walnut Street between Yellowstone and Midwest Avenue.

The project area along West Midwest Avenue runs from Highway 220 to Center Street. The stretch along Midwest Avenue will take on greater significance as a connector to the Central Business District with the possibility of a new hotel conference center on the Platte River Commons.

### 2. Is the project site currently publicly owned?

Yes  No

### 3. Does the project involve land acquisition?

Yes  No

If "yes," then who owns the site and what steps are being taken, and by whom, to acquire the property? Include documentation of owner's willingness to transfer property.

**\*PROFESSIONAL APPRAISAL:** If the project involves purchase of property, then there must be a professional appraisal completed by a qualified appraiser.

### 4. REHABILITATION. Will the requested grant or loan fund the purchase, rehabilitation, or expansion of existing infrastructure or facilities?

Yes  No

If "yes," explain.

This project rehabilitates all of the public infrastructure within the project limits. The roadway will be reconstructed within the right-of-way limits, including new curb & gutter and wider sidewalks for pedestrian circulation. Old cast iron water mains and clay tile sewer mains will be replaced with upsized PVC mains. The undersized clay tile storm sewer mains will be replaced with upsized RCP mains, capable of handling the 10-year storm event.

**\*QUALIFIED STRUCTURAL ANALYSIS:** A qualified structural analysis is required for all projects involving the renovation/rehabilitation or financing of an existing structure or facility. A professional analysis must be completed by a qualified structural engineer/architect.

### 5. Describe the site including total acres or square footage, size of developable area, and number of parcels for development. Also, describe any structures on the site, including useable square footage. Attach a detailed map, aerial photograph, and/or site plan showing the location of the project site and the facility proposed to be funded with BRC. If the project includes public infrastructure activities, the map should sufficiently detail those improvements and their location.

The OYD is 130 acres in size. Midwest Avenue is the main corridor through the area, and the existing connector streets all bi-sect Midwest Avenue. While the proposed street reconstruction project will cover 10 (ten) blocks in total, this particular project will encompass 3 blocks on Midwest Avenue; thus, the overall impact to the OYD will be far greater. Existing businesses are planning their expansion and upgrades in accordance with the timing of this project. Vacant buildings along the road corridor will be re-purposed. The goals identified in the Market Analysis of the 2007 *Master Plan* will be initiated as a result of the reconstruction of this major road corridor.

6. How is the site currently used?

The Midwest Avenue corridor connects 2 (two) state highways into the downtown core. No utility upgrades have occurred for over 20 (twenty) years. The properties along the Midwest Avenue corridor have the following issues related to the poor street conditions:

- Under-utilized;
- Non-conforming;
- Vacant land;
- Over-sized streets;
- Poor physical condition;
- Environmental issues;
- Discontinuous circulation in streets and sidewalks.

The Form-Based code was adopted to direct land use, business type, street standards, re-purposing of existing buildings, connectivity, and design standards in the OYD. This zoning district encourages mixed use instead of a singular warehouse and automotive-based use that was typical of this area when the Amoco refinery was active. Diversification in uses is critical for economic development.

7. What is the proposed future land use of the site? Is it based on a community development plan? Reference the plan and describe how this project is consistent with that land use plan. Attach only relevant portions of the plan.

The attached article was published in the Casper Star Tribune in June 2007. The goals for the OYD are also attached.

*The West Central Corridor: Envisioning a Transformation*  
By Liz Becher, Urban Renewal Coordinator – City of Casper

Vision is the power of seeing. It is the sense of sight, and the ability to plan ahead. It is the ability to imagine.

Visionaries are the people who take their own vision and make it visible to others. They physically create their vision.

The City of Casper is a visionary. For the past several years, the City leadership, staff, and countless community volunteers have envisioned the redevelopment of the West Central Corridor in downtown Casper. Balanced growth in our community is essential to its survival. While retail development along the borders of this community offers needed services to residents, the downtown core of any community must continue to thrive economically. It is the heart of who we are, and what holds us together as a whole instead of many separate parts. The Casper Urban Renewal Agency created a comprehensive master vision in 2002 that examined how to revitalize the West Central Corridor by encouraging the reinvestment by property owners in the area, the utilization of infill and mixed-use developments, the upkeep of historic buildings through tax incentive programs, and the recruitment of complimentary commercial and residential businesses to fill the needs of target customers in the downtown area.

From that master vision, City leadership determined an implementation plan to make the vision a reality. The transformation of the West Central Corridor into a vibrant and healthy business/residential/entertainment district has been guided by the foresight of City Council members and the City of Casper staff. Those visionaries have assembled a full-time team, timeline, and resources for its redevelopment vision. This team shares the same vision – to create a mixed-use, mixed-income downtown. Here’s how the vision will be created:

- The community has expressed how badly it wants additional retail, entertainment, and restaurant opportunities. In order to support these commercial visions, we must increase the density of people living downtown – **rooftops before retail**. We must set the stage for as much residential development as possible. To accomplish that, the City Council and staff have developed a new regulatory structure to support mixed-use design throughout the West Central Corridor. Housing will be encouraged at all price points.
- The City of Casper, through its Metropolitan Planning Organization, has increased **street connectivity and pedestrian activity** in the West Central Corridor. The key planning principle is to balance transportation needs with community vision. There must be a balance struck between the pedestrian walkability in the redevelopment area, and the demand for streets to enhance traffic circulation.
- The beauty of the **North Platte River** is obviously a critical component of the downtown appeal. The City recognizes how important it is to reconnect value to the riverfront area in the West Central Corridor and maintain public access. The vision is to meet the desire for an urban waterfront lifestyle and compliment the downtown experience.
- **Public participation** in the planning process for the redevelopment area will be ongoing. The City has hosted numerous public open houses, workshops,

luncheons, website updates, and newsletters to ascertain the issues and opportunities in the redevelopment plan, and update stakeholders on the progress.

- **Landscape architecture** will be used as another development tool of the City. Landscaping is planned in the transportation infrastructure, streetscapes, wayfinding signage, and public areas. Features like pocket parks and waterfront design will be used as a catalyst for new investment.
  
- A variety of **financing programs** and partnerships will fund the vision. The City will assist infrastructure development. Federal tax incentive programs will be utilized in connection with private investment in the redevelopment of historic buildings and the creation of new mixed-use developments. Federal and state loan programs will offer attractive interest rates for business expansions. Our local banking community has been educated about the City’s vision and funding programs, and they are already working with creative and traditional financing packages on several business ventures in the West Central Corridor.
  
- **Private development** and investment will be the driving force in the redevelopment. The City recognizes that these private developers are visionaries too, and we applaud them. They will be our partners throughout the development of this project, and will share in its success.

The City of Casper has a vision. The City of Casper has a plan to physically create that vision.

Our City leadership is committed and united in their vision. Our community partners are knowledgeable and informed. Resources are in place.

OUR visionaries are ready to create their vision.....

8. Is the site zoned?

Yes  No

- a. If the site is zoned, attach a map and a description of the allowable uses under this zoning.

The OYD is zoned with a Form-Based Code. It was adopted by Council in June 2008.

WHEREAS “standard zoning” focuses on the separation of uses, Form-Based Zoning focuses on building design. Less emphasis is put on uses, because more uses are encouraged in a mixed use format. The Form-Based Code relies on building and architectural design to create a “sense of place”. The Form-Based Code consists of:

- Regulating Plan
- Building Types
- Building Envelope Standards
- Design Standards
- Street Design

**b.** Is the proposed use consistent with that designation?

Yes

**c.** Will a zone change be required for intended use? Explain.

No

**9.** Are there any known environmental concerns at the site such as asbestos, wetlands, floodplains, or sage grouse area?

Yes  No

If yes, explain:

There are only two minor environmental impacts associated with the Midwest Avenue Reconstruction Project.

1. Soil Management Overlay Area: this area impacts Midwest Avenue from Poplar Street/Highway 220 to Walnut. As part of the cleanup of the former Amoco Refinery, now BP, soils in the area south and east of the former refinery site were tested and those areas were designated as the Soil Management District. This area is a “smear zone”, because the upper level of the ground water that carried the petroleum pollution has seeped into this area and smeared the soils. The effect of this district is that prior to any development or construction of any structures in the ground, BP is required to test and remove the contaminated soils prior to the City issuing a full building permit.
2. Five Hundred Year Flood Plain: Midwest Avenue between Poplar Street and Spruce Street is located in the 500 (five hundred) year flood plain area. Fortunately, there are no restrictions on construction.

**10.** Consult WYDOT if the project will take place in a public right of way. For projects within the Wyoming Department of Transportation rights of way, contact the WYDOT District Engineer. Attach a Letter of Acknowledgement from WYDOT. (A Right-of-Way Agreement with WYDOT may be necessary if a grant or loan is awarded.)

The reconstruction of Midwest Avenue between Elm Street and Walnut Street will be constructed completely within City of Casper jurisdiction; coordination with WYDOT on this phase of the project is not required.

**11.** What infrastructure is necessary to serve the proposed site (i.e., water, sewer, electricity, natural gas, transportation facilities, and telecommunications) and what are the current coverage, quality, and capacity of the existing infrastructure? If there are deficiencies within any of the infrastructure systems, explain how the deficiencies will be improved.

**12. SIMILAR SITES.** Are there similar sites or facilities within the community that are unutilized or under-utilized?

Yes  No

If "yes" please detail what makes this particular site unique or necessary.

City leaders have recognized that balanced growth in our community is not only essential to its survival but needed for Casper to continue to be a destination for the region. The City of Casper, with help from the Wyoming Department of Transportation, completed four blocks of reconstruction along West Yellowstone Highway in 2010, and completed one more block along West Yellowstone Highway in 2012. The total project cost for the infrastructure improvements along West Yellowstone Highway totals over \$6 million. The West Yellowstone Highway infrastructure improvements will be finalized with the award of the Midwest Avenue Reconstruction project which will include the reconstruction of Walnut Street from West Yellowstone Highway to Midwest Avenue.

The City of Casper also completed the construction of David Street from Midwest Avenue to West Collins Drive in 2010. This project was identified as a priority for the revitalization of the Old Yellowstone District to help increase street connectivity and pedestrian activity from a major collector road to the District. This connectivity was also a priority of the Natrona County School District, as Natrona County High School is located along West Collins Drive one block west of David Street. The total project cost for the addition of this connection road was \$1.2 million.

The most recent reconstruction project the City of Casper undertook was the reconstruction of Collins Drive Phase I, which is a major arterial roadway immediately adjacent to the planned area. The Collins Drive reconstruction projects were identified as the next priority to help facilitate the flow of traffic into and around the downtown and OYD, phase I was completed in 2011 at \$1.9 million. Collins Drive Phase II is not yet scheduled, but will have an estimated cost of \$4.1 million for 2 (two) blocks.

The City of Casper has recognized the importance of securing land for public spaces and parks. The City has purchased land to construct a town square adjacent to Midwest Avenue that is planned to begin construction in 2016. The City is also in the process of purchasing the property along the river to be used for a river front park, pathway, and pedestrian bridge to cross the North Platte River. This construction is scheduled for 2016; See Appendix I, Figure 7 Future and Past Projects.

**13. DIGITAL PHOTOS.** Please attach 2-3 digital (jpg) photographs suitable for project presentation.

## SECTION V: COMMUNITY INFORMATION

**Attach portions of plans, studies, assessments, and/or reports that are relevant to project. Reference the attachment in your answer. (DO NOT INCLUDE LARGE REPORTS IN THEIR ENTIRETY).**

Examples of applicable plans:

- A current Comprehensive Economic Development Strategy (CEDS) covering the area,
- A recent labor for availability study addressing such things as unemployment, underemployment, wage distributions, commuting patterns, skill availability and educational levels;
- A targeted marketing and recruitment strategy and who will be responsible for marketing;
- A housing availability study;
- A prioritized list of infrastructure projects, sites related to economic development along with preliminary cost estimates for land acquisition, engineering and construction;
- Any plans related to labor skills, materials availability, feedstock materials, etc.;
- Other appropriate studies relating to education, workforce, entrepreneurial development.

**1. COMMUNITY AND ECONOMIC DEVELOPMENT GOALS.** How does this project fulfill local and regional community and economic development goals? Is this project a part of an overall community plan? Does the community have an economic development plan or other study of the local economy?

Yes  No

If "Yes," then provide the names and dates of relevant plan(s) and describe how does the proposed project fits into the overall economic development strategy of the community.

**2.** Describe how the Plan addresses the targeted market(s)?

**3.** Is there a list of current commercial and industrial vacancies available to prospective business?

Yes  No

Explain.

**4.** How does the availability of the housing compare to the demand for housing should this project be successful? If necessary reference any applicable local housing statistics.

**5.** Please describe previous grant/loan experience through the Wyoming Business Council Investment Ready Community Programs.



**SECTION VI: COMMITTED BUSINESS INFORMATION**

**(For Business Committed, Managed Data Center Cost Reduction, and Senior Care/Child Care Applications ONLY)**

Business contact information: Business Name: Contact Person: Mailing Address: Phone: Fax: Email: NAICS:
--

Complete the following job retention and creation table.

- Jobs must be expressed in Full Time Equivalents (FTEs).
- Average cost of benefits per hour include medical and retirement benefits provided solely by the employer.
- Retained jobs are defined as jobs that would otherwise be lost to the state if the business were to cease operations or move from Wyoming.) If the business is simply expanding, existing jobs should not be included as “retained” jobs.
- Do not include the business owners in the calculations as owners are not typically salaried employees.

Year One Job Creation Table					
Position Type	# of Jobs Retained	# of Jobs Created	Average Wage-per hour	Average Cost of Benefits	Annual Net Wages (all jobs*wages *2080 hrs)
Mgmt/Administrative			\$	\$	\$
Technical/Professional			\$	\$	\$
Office/Clerical			\$	\$	\$
Sales			\$	\$	\$
Skilled Crafts			\$	\$	\$
Other			\$	\$	\$
<b>TOTAL Year One</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

<b>Year Two Job Creation Table</b>					
<b>Position Type</b>	<b>Original jobs retained &amp; created Year 1</b>	<b>New jobs created Year 2</b>	<b>Average Wage-per hour</b>	<b>Average Cost of Benefits</b>	<b>Annual Net Wages (all jobs*wages *2080 hrs)</b>
Mgmt/Administrative			\$	\$	\$
Technical/Professional			\$	\$	\$
Office/Clerical			\$	\$	\$
Sales			\$	\$	\$
Skilled Crafts			\$	\$	\$
Other			\$	\$	\$
<b>TOTAL Year Two</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

<b>Year Three Job Creation Table</b>					
<b>Position Type</b>	<b>Original jobs retained &amp; created Year 2</b>	<b>New jobs created Year 3</b>	<b>Average Wage-per hour</b>	<b>Average Cost of Benefits</b>	<b>Annual Net Wages (all jobs*wages *2080 hrs)</b>
Mgmt/Administrative			\$	\$	\$
Technical/Professional			\$	\$	\$
Office/Clerical			\$	\$	\$
Sales			\$	\$	\$
Skilled Crafts			\$	\$	\$
Other			\$	\$	\$
<b>TOTAL Year Three</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

<b>Year Four Job Creation Table</b>					
<b>Position Type</b>	<b>Original jobs retained &amp; created Year 3</b>	<b>New jobs created Year 4</b>	<b>Average Wage-per hour</b>	<b>Average Cost of Benefits</b>	<b>Annual Net Wages (all jobs*wages *2080 hrs)</b>
Mgmt/Administrative			\$	\$	\$
Technical/Professional			\$	\$	\$
Office/Clerical			\$	\$	\$
Sales			\$	\$	\$
Skilled Crafts			\$	\$	\$
Other			\$	\$	\$
<b>TOTAL Year Four</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

<b>Year Five Job Creation Table</b>					
<b>Position Type</b>	<b>Original jobs retained &amp; created Year 4</b>	<b>New jobs created Year 5</b>	<b>Average Wage-per hour</b>	<b>Average Cost of Benefits</b>	<b>Annual Net Wages (all jobs*wages *2080 hrs)</b>
Mgmt/Administrative			\$	\$	\$
Technical/Professional			\$	\$	\$
Office/Clerical			\$	\$	\$
Sales			\$	\$	\$
Skilled Crafts			\$	\$	\$
Other			\$	\$	\$
<b>TOTAL Year Five</b>			<b>\$</b>	<b>\$</b>	<b>\$</b>

15. What employee benefits are associated with the jobs to be created and/or retained because of this project?

16. How do the wage levels of the jobs to be created compare with County mean and median wages?

Current median wages may be found at:

<http://doe.state.wy.us/LMI/LEWISSept2017ECI/toc000.htm>

**Specific wages – not generalizations.**

**SECTION VIII: BUDGET INFORMATION**

PROJECT BUDGET - The project budget pages need to show how all eligible costs will be covered by both cash and in-kind contributions. Construction costs represented here must be supported by estimates from a qualified engineer or architect. A clear budget statement of the source of all funds needed to complete the project. (This includes total eligible project costs and other ineligible project costs.)

**Part A: Eligible Project Costs**

<b>Eligible Project Costs</b>	
1. Land, structures, rights-of-way, appraisals, etc.	\$
2. Architectural and engineering fees	\$310,000
3. Other (surveys, tests, etc.)	\$
4. Project inspection fees	\$
5. Site work	\$
6. Demolition and removal	\$
7. Construction	\$2,834,500
a. Electrical Systems (*)	\$
b. Mechanical, Plumbing, HVAC Systems (*)	\$
c. Landscaping (*)	\$
d. Foundation and/or Structural Framing System (*)	\$
e. Interior Finishes (*)	\$
f. Fire Protection (*)	\$
g. Remediation (*)	\$
h. Other (*) – please specify	\$
8. Miscellaneous/Other (Please explain in detail on additional page(s))	\$
9. Subtotal (sum of lines 1 through 8)	\$
10. Contingencies	\$
<b>Total Eligible Project Costs</b>	
11. <b>Total Eligible Project Costs</b> Use this amount for Part B, Number 1 and as the Total Eligible Project Costs as listed on the cover sheet.	<b>\$3,145,000</b>

**(\*) = Required for projects involving the construction of a new or existing building**

**Part B: Funding Sources**

<b>1. Total Eligible Project Cost</b> <i>This amount will be the same as Part A, Number 11 and will be reflected on the Cover Sheet as the Total Project Cost.</i>	<b>\$3,145,000</b>	1a																														
<b>2. Local Match</b> <b>a. Cash Match.</b> List cash match funding source(s) and amount. Identify whether the amount has been provided or is being requested. Provide the status and the date funds were approved or the date that funds are expected to be approved.																																
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Cash Match Source</th> <th style="text-align: center; border-bottom: 1px solid black;">Status (approved pending)</th> <th style="text-align: center; border-bottom: 1px solid black;">or</th> <th style="text-align: center; border-bottom: 1px solid black;"><i>Date Approval</i></th> <th style="text-align: center; border-bottom: 1px solid black;">of</th> <th style="text-align: right; border-bottom: 1px solid black;">Cash Amount</th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black;">1%#14</td> <td style="text-align: center; border-bottom: 1px solid black;">Approved</td> <td></td> <td></td> <td></td> <td style="text-align: right; border-bottom: 1px solid black;">\$645,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="5" style="border-top: 1px solid black;"><b>Total Cash Match</b></td> <td style="text-align: right; border-top: 1px solid black;"><b>\$645,000</b></td> </tr> </tbody> </table>	Cash Match Source	Status (approved pending)	or	<i>Date Approval</i>	of	Cash Amount	1%#14	Approved				\$645,000						\$						\$	<b>Total Cash Match</b>					<b>\$645,000</b>		
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<b>b. In-kind Match.</b> List in-kind contribution types, descriptions, sources and values. These amounts should also be reflected in Part A: Project Costs. <b>Attach Statements of Intent.</b>																																
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<b>Total In-kind Match</b>		<b>\$0</b>																														
<b>c. Total Local Match (Sum 2a and 2b)</b>			<b>\$645,000</b>	2c																												
<b>3. Match Percentage (2c divided by 1)</b> <u><b>Category 1 Applicants:</b></u> Business Committed/Community Readiness match of 10% of Total Project Cost. Half the match must be cash. Community Enhancement match of 25%. Half of match must be cash. Planning match of 25%. Match must be all cash.  <u><b>Category 2 Applicants:</b></u> Business Committed/Community Readiness match of 5% of Total Project Cost. Half the match must be cash. Community Enhancement match of 20%. Half of match must be cash. Planning match of 25%. Match must be all cash.  See: <a href="http://www.wyomingbusiness.org/matchcalculator">www.wyomingbusiness.org/matchcalculator</a>			20.5%																													
<b>4. Business Ready Community (BRC) Request (Subtract 1 - 2c)</b> <i>This is the amount of money you need to complete the project.</i>			<b>\$2,500,000</b>																													

**Part C: Verification of Project Cost**

A qualified engineer’s or architect’s verified cost estimate is required. Grants and loans will be made only to applicants who demonstrate that upon receipt of the grant and/or loan all project costs will be funded.

If the project involves the purchase of property with requested grant funds, the applicant must provide a professional appraisal of the property. If property is being used as an in-kind match, the value may be determined by a market analysis prepared by a licensed realtor.

**Part D: Ineligible Costs**

Ineligible project costs include fixtures, appliances, equipment or other features of a facility not physically attached.

<b>1. Ineligible Project Costs (if applicable)</b>	
Ineligible Items	Amount
	\$0
	\$0
<b>TOTAL Ineligible project costs</b>	<b>\$0</b>
<b>2.. Local Contribution Toward <i>Ineligible</i> Project Costs (if applicable)</b>	
Source of Funding	Amount
	\$0
	\$0
<b>TOTAL Source of Funding for Ineligible Project Costs</b>	<b>\$0</b>

**Part E: Total Budget**

Total Eligible Project Costs	\$3,145,000
Total Ineligible Project Costs	\$0
<b>Total Budget</b>	<b>\$3,145,000</b>

**SECTION VII: BUDGET INFORMATION**

**(For Managed Data Center Cost Reduction Applications ONLY)**

**Part A:**

Attach a detailed budget of three-years of projected utility costs.

**Part B: Funding Sources**

<b>A.) Grant Request for Managed Data Center Cost Reduction</b>	\$
<b>B.) Minimum Required Match (125% * A)</b>	\$
<b>Required Match</b>	
i. Projected New Taxable Capital Investment (5 years)	\$
ii. Projected New Employee Wages (5 years) <i>Must be a minimum of 50% of the match</i>	\$
<b>C. Total Match</b> (total match must be greater than or equal to the figure representing the minimum required match in “B.” listed above.)	\$

## **SECTION IX: REVENUE RECAPTURE PLAN (if applicable)**

The intent of the revenue recapture plan is to ensure a portion of BRC funding allocated to a project will continue to remain in the community fostering community and economic development activities. The following are some examples of eligible uses for recaptured funds: revolving loan fund, façade improvements, downtown development, beautification, marketing, matching funds for future grants and loans, public infrastructure improvements encouraging economic development, trainings and seminars, economic development studies and plans, and entrepreneurship initiatives.

Revenue generated by the applicant or a private developer through publicly funded infrastructure projects must be recaptured by the applicant at a rate negotiated between the applicant and other partners and commensurate with the public investment.

A minimum of twenty-five percent (25%) of net revenue generated must be reimbursed to the BRC fund up to the original grant amount of the project. Revenue recapture requirements may be satisfied by repayment of a BRC loan or via revenue recapture payments unless otherwise prohibited by governmental rules or regulations.

- All funds recaptured at the local level shall be placed in a segregated economic development account.
- No more than fifty percent (50%) of local recaptured may be used for operational expenses of an economic development organization/division if matched dollar-for-dollar by local funds.
- Revenue recapture must be repaid to the BRC fund annually or per a schedule agreeable to Wyoming Business Council staff.

A plan must be designed to:

- Project and identify the revenue streams from the project;
- Account for the 25% WBC reimbursement;
- Prioritize economic development initiatives to be paid for with the revenue while allowing the community flexibility to respond to opportunities;
- Specifically discuss how the recaptured fund will be utilized;
- Discuss how these recaptured funds will be managed;
- Include an accounting of existing revenue recapture funds in the community, if applicable, (whether with the city, town, county or JPB), explain how those funds are being used, if they are used to fund this project, and if not, why;
- The Revenue Recapture Plan must be signed and dated by the Chief Elected Official.



**SECTION X: PERFORMANCE MEASURES**

The performance measures focus on solid, measurable actions related to the project. Examples of indicators may be the amount of money leveraged (from other public or private sources), number of self-sufficient jobs created, number of business-ready lots created, etc.

Complete the chart below for each Measure that apply to this project.

**Return on Investment and Additional Performance Measure** “Quantity” should be in the following format:

- a number,
- percentage, or
- currency as noted on each measure.

**Project Infrastructure** “Quantity” should be in the following format:

- number of acres,
- building construction/renovation in “square-feet”,
- water and/or sewer line in “linear/lineal-feet”,
- and roads in “feet” and/or mile(s) as applicable.

**EXAMPLE OF PERFORMANCE MEASURES:**

City of ABC - Acme Manufacturing			
Performance Measures	Measure	Quantity	Notes
	Businesses Assisted	1	Acme Manufacturing
	Return on Investment	4.03%	
	Loan Repayment	\$ 252,026	10 year term, 2% interest
	Revenue Recapture	\$ 830,670	25% of building sale (estimated)
	County Median Wage	\$ 14.07	
	Median Wage of Jobs Created	\$ 21.00	
	Jobs to be Created (3 Year Projection)	50	
	Jobs to be Retained	25	
	Additional Investment	\$1,000,000	Equipment and furnishings
Project Infrastructure	Acres Developed	5.62	
	New Building Construction	15,000 sf	
	Existing Building Construction	0	
	Water	0	
	Sewer	0	
	Road	1,500 ft	Connector road to entrance of site

**Performance Measure Chart**

{PROJECT NAME}			
	Measure	Quantity	Notes
<b>Return on Investment Performance Measures</b>	Return on Investment	(%)	Determined by Regional Director
	Job Creation (Years 1-5)	(#)	Full Time Equivalent
	Median Wage of Jobs Created	(#)	
	County Median Wage	(#)	
	Jobs to be Retained	(#)	
	Estimated Cap Ex (Year 1)	(\$)	
	Estimated Cap Ex (Year 2)	(\$)	
	Estimated Cap Ex (Year 3)	(\$)	
	Estimated Cap Ex (Year 4)	(\$)	
	Estimated Cap Ex (Year 5)	(\$)	
	Year 0 Payroll	(#)	
	Estimated Payroll Increase (Year 1)	(%)	
	Estimated Payroll Increase (Year 2)	(%)	
	Estimated Payroll Increase (Year 3)	(%)	
	Estimated Payroll Increase (Year 4)	(%)	
	Estimated Payroll Increase (Year 5)	(%)	
	Estimated Taxable Sales (Year 1)	(\$)	
	Estimated Taxable Sales (Year 2)	(\$)	
	Estimated Taxable Sales (Year 3)	(\$)	
	Estimated Taxable Sales (Year 4)	(\$)	
Estimated Taxable Sales (Year 5)	(\$)		
<b>Additional Performance Measures</b>	Businesses Assisted	(#)	
	Loan Repayment	(\$)	
	Revenue Recapture	(\$)	
	Additional Investment	(\$)	
<b>Project Infrastructure</b>	Acres Developed	(#)	
	New Building Construction	(#)	SQFT
	Existing Building Construction	(#)	SQFT
	Water	(#)	LF
	Sewer	(#)	LF
	Road	(#)	LF

## **SECTION XI: ADDITIONAL INFORMATION FOR LOAN REQUESTS**

**Skip this section if you are applying only for a grant.**

A general BRC loan may be made to fund the entire funding request or fund a portion of the project in conjunction with a BRC grant request. A loan may be used to provide additional funding in excess to the maximum BRC award amount and/or the full or partial funding of the required match.

Any loan shall be a 'non-recourse' loan that is secured by pledge of collateral, typically real property. If the borrower defaults, the Council can seize collateral, but will not seek any further compensation from the borrower. A Special Assistance loan may be used to satisfy the required match or a portion of the required match.

Please note the following:

The WBC Council will recommend an interest rate and a term for repayment. The State Loan and Investment Board will have final approval.

All origination fees, loan documentation fees, appraisal, filing fees, and any additional fees will be the cost of applicant. Interest rate will include a maximum of a 0.5% servicing fee depending on the complexities of the loan structure.

The loan to value will be determined on a case by case basis. For projects that generate lease or sales income, a maximum LTV of 85% will be considered.

In addition to completing the application and providing all necessary documents, the following must be submitted:

- Proposed loan terms and interest rate;
- An additional resolution passed by the applicant stating the method of repayment and proposed security for the loan;
- A summary of the applicant's total investments and cash balances for the two preceding years (Complete the chart in this section);
- A detailed description of the project to be financed, including all costs to be funded and a specific explanation of how the project satisfies the criteria set forth in Statutes;
- Collateral Description;
  - Complete collateral description inclusive of legal description on pledged assets, documented estimated value, guarantees, letters of credit, and any other proposed security;
  - Preliminary title commitment on proposed real estate collateral is required with the application;
  - Determination if real estate collateral is subject to federal flood regulations; including a federal floodplain map and the identified location of the proposed collateral. If necessary, flood and hazard insurance will be required at the expense of the borrower;
  - A statement from borrower concerning known environmental contamination or issues of facilities and underlying real property associated with the project;

- For the Council to determine the ability of the applicant to repay a loan and to aid the Attorney General in evaluating the legality of the proposed indebtedness, an applicant shall provide an annual budget for the preceding and current fiscal years and a completed financial statement provided on a “General Financial Information” form provided by the Council staff, that includes, but is not limited to the following information:
  - Assessed valuation for the current and two (2) preceding fiscal years;
  - Total bonded and non-bonded indebtedness, including outstanding principal balance, interest rate, and remaining term;
  - Total mills levied within the jurisdiction of the applicant for the current and two (2) preceding years: and, a breakdown of the mill levy for the current fiscal year;
  - Sales and use tax imposed within the jurisdiction of the applicant;
  - A summary of the applicant’s total investments and cash balances for the two (2) preceding years.
- Bylaws, resolutions, operating agreement of tenant in the event the loan project will create a lease or sales revenue stream (if applicable);
- Copy of the proposed lease in the event the loan project will create a lease or sales revenue stream;
- Three years of financials for both the applicant and all related parties. Audited or CPA-prepared statements are preferred;
- A balance sheet and projected cash flow for the project for the anticipated term of the loan evidencing ability to repay the loan;
- Notice and identification of any threatened or pending litigation involving the anticipated project or property offered as collateral and/or the applicant;
- A letter from the applicant’s attorney addressing the following in detail:
  - The applicant’s authority to enter into this BRC loan;
  - The applicant’s current indebtedness and borrowing capacity;
  - If this loan will require an election;
  - Method of repayment and any revenue sources;
  - Affirmation that Wyoming State Constitutional debt provisions and all other applicable statutes will be followed.

Should an applicant be awarded a BRC loan, the applicant must enter into a loan agreement with the WBC.

1. Identify the revenue source(s) that will be used to service loan debt for total public project costs.			
2. List all sources of proposed security for the loan.			
3. Complete following General Financial Information Form.			
<b><i>General Financial Information Form for BRC Loan Requests</i></b>			
Financials prepared by:			
Date:			
Entity:			
Tax ID Number			
<b>GENERAL FUND ANALYSIS</b>	<b>Current FY</b>	<b>Previous Two FY's</b>	
	FY :	FY :	FY :
<b>REVENUES</b>			
Taxes			
Local Property Taxes			
Local Sales Tax			
Other Local			
Intergovernmental Revenues			
Other			
<b>EXPENDITURES</b>			
General Gov't.			
Physical Security			
Other			
<b>ASSESSED VALUATION</b>			
<b>TOTAL MILLS LEVIED</b>			
Provide breakdown of the mill levy distribution for this FY			
<b>TOTAL INVESTMENTS</b>			
<b>TOTAL CASH BALANCES</b>			
<b>Current FY</b>			
<b>TOTAL BONDED AND NON-BONDED INDEBTEDNESS</b>			
Principal Balance			
Interest Rate			
Remaining Term			
<b>SALES AND USE TAX LEVY</b>			

## SECTION XII: CHILD CARE PROJECTS

The WBC recognizes that child care is a necessary component of community development and influences the community's economic development. In addition, and in accordance with the "Telluride Principles" developed by the Partnership for America's Economic Success: "Long-term US economic strength and fiscal sustainability depends on our future workforce. Investing in children is a vital economic growth strategy and a priority of business, government and philanthropy. Private and public resources are limited and should be allocated based on evidence of effectiveness." Available quality child care alleviates workforce constraints by allowing parents to enter the workforce and care givers to increase their training and occupational advancement. Along with the application, the following information needs to be provided to the WBC to further evaluate the economic development merits of child care projects. Additional information may be requested as needed.

### Financial Info:

- All funding must be secured. This includes start-up and operational costs, and additional financing.

### Community Need:

- There needs to be a documented need for child care.
  - Provide the WBC with a comprehensive analysis of the need for child care in your area. The analysis, conducted by an impartial third party, should:
    - Address the current need for child care;
    - Forecast future need and trends for child care: five and ten years;
    - Identify the existing market the proposed WBC funded project will impact;
    - Address the overall growth of the community, businesses, industry, and workforce;
    - Address issues of child care affordability;
    - Consult the Department of Family Services and the Department of Workforce Services.
  - Discuss the alternatives that were explored to address the identified need. The greater public and existing providers should be actively involved in the development and analysis of alternatives.
- Applicant must use its best efforts to notify all child care providers in the market area of the public hearing for the application at least seven days in advance of the public hearing. Applicants should obtain a list of licensed providers in the area from the Department of Family Services.
- The project must be driven by the community.
  - Was there a request for proposals issued to select the provider?
  - List all the partners involved.
  - What steps are being taken to engage existing providers, develop partnerships among them, and use the proposed facility for the ongoing benefit of all providers?

**Workforce:**

- Applicant must demonstrate that the lack of available, affordable, quality child care is or will be a constraint on those seeking employment or advancing their employment.
- Business and industry need to provide information indicating the need for child care to allow for more labor to enter the workplace.
- A plan to measure the success of the project must be submitted to the WBC. Along with the information in Section III, #3, this plan should state performance measures relating to how the project alleviates workforce constraints, provides training opportunities to providers, and makes the community more business ready.

**Quality Child Care:**

- The committed child care business must be licensed by the state of Wyoming
- Information must be provided on the quality of the early education that will be/is currently offered.
  - What quality standards will the facility follow?
  - What type of training will be provided to the staff?
  - What type of outreach will be provided to existing and potential providers?

## **SECTION XIII: SENIOR CARE PROJECTS**

Along with the application, the following information must be provided to the WBC to further evaluate the economic development merits senior care projects. Additional information may be requested as needed.

### **Financial Info:**

- All funding must be secured. This includes start-up and operational costs, and additional financing.

### **Community Need:**

- There needs to be a documented need for senior care.
  - Provide the WBC with a comprehensive analysis of the need for senior care in your area. The analysis, conducted by an impartial third party, should:
    - Address the current need for senior care;
    - Forecast future need and trends for senior care: five and ten years;
    - Identify the existing market the proposed WBC funded project will impact;
    - Address the overall growth of the community, businesses, industry, and workforce;
    - Address issues of senior care affordability.
  - Discuss the alternatives that were explored to address the identified need. The greater public and existing providers should be actively involved in the development and analysis of alternatives.
- The project must be driven by the community.
  - Was there a request for proposals issued to select the provider?
  - List all of the partners involved.
  - What steps are being taken to engage existing providers, develop partnerships among them, and use the proposed facility for the ongoing benefit of all providers?



## APPLICATION CHECKLIST

The Application Checklist will be utilized by the Regional Director to assess the completeness of an application. Applicants are encouraged to make a copy of the Application Checklist for their personal use while completing an application.

- Business Plan.**
- Complete Application.** All questions must be fully answered, and all required documentation included. Incomplete applications will either be tabled or sent back to the applicant for resubmittal at a different time.
- Secured Local Match.** See the chart on page ii for the required match amounts. *In-kind match must meet the criteria for eligible project costs.* Examples of in-kind contributions include: infrastructure, labor, materials, and real estate. Attach an explanation of valuation for each item and any supporting documentation (i.e., appraisals, wage rates, market value, etc.)
- Statements of Intent** from each donor.
- Economic Impact Study or equivalent impact study.** See Regional Director.
- Financial Information for Loans.** For applicants requesting BRC loans, additional financial information is required. (See Section XI of the application.)
- Attach verification of project costs.**  
Appraisal, engineer/architect's estimates, etc.
- Verified Structural Analysis.**
- Appraisals,** if applicable.
- Public hearing notice, public hearing minutes, and any additional public engagement processes.**
- Resolution(s) of Support and minutes.**
- Certifications, if applicable.** (Joint Powers Board, DDA, URA, EDO/CDO)
- Site information.**
- Zoning documentation.**
- Two (2) Digital photographs.** (jpg, preferable)
- Statement that the Applicant will Follow State Procurement Standards Inclusive of W.S. § 15-1-113 and W.S. § 16-6-101, et seq.**
- Acknowledgement that the Wyoming Preference Act (Wyoming State Statute § 16-6-201 through 16-6-206) will be adhered to throughout the project.**

- Statement that the Applicant will list facility/land on [www.wyomingsites.com](http://www.wyomingsites.com)**
- Workforce recruitment and/or training program, if applicable.**
- Community and Economic Development Goals.** Relevant portions of plans only.
- WYDOT Letter of Acknowledgement, if applicable.** The project will take place in a public right of way.
- Contingency/Development Agreement, if applicable. (final draft or executed copy only).**
- Attach a Lease Agreement, if applicable (final draft or executed copy only).**
- Attach an Operation and Maintenance Plan, if applicable (final draft or executed copy only).**
- Enhancement Projects only.** Priority listing.
- Revenue Recapture Plan, if applicable. (Final draft or executed copy only).** Section X. Table of existing revenue recapture.
- Loan Documentation.**
  - Resolution specific to the loan.
  - Environmental requirements.
  - Federal flood regulations.
  - Guarantees, letters of credit, proposed security
  - Applicant’s attorneys letter.
  - Wyoming Constitution Affirmation
  - Assessed valuation, indebtedness, levied mills, sales/use tax imposition, investments/cash balances.
- Child Care projects only.** Address all the items in Section XII of the application.
- Senior Care projects only.** Address all the items in Section XIII of the application.
- Projects w/ Private Developer.** Explanation of need for public assistance.
- Managed Data Center Cost Reduction Projects.** Section IX.
  - a. Evidence for the support of a Tier II, Tier III or Tier IV data center.
  - b. Attach eligible projected utility costs.

\_\_\_\_\_  
Regional Director Signature

\_\_\_\_\_  
Date

RESOLUTION NO. 18-222 \_

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING BUSINESS COUNCIL UNDER THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM FOR A DOWNTOWN DEVELOPMENT PROJECT ON BEHALF OF THE GOVERNING BODY OF THE CITY OF CASPER FOR THE RECONSTRUCTION OF MIDWEST AVENUE BETWEEN ELM STREET AND WALNUT STREET

WHEREAS, the governing body of the City of Casper desires to participate in the Business Ready Community Grant and Loan Program to assist in financing this project; and,

WHEREAS, the governing body of the City of Casper recognizes the need to update the street and utility infrastructure along Midwest Avenue between Elm Street and Walnut Street in the Old Yellowstone District (OYD) and believes this project will address those needs; and,

WHEREAS, the public benefits of this project will be enhanced property values, job creation and near-term economic activity, connectivity, and improved safety and aesthetics and the consideration is improved connectivity and infrastructure, enhanced economic competitiveness, and improved safety, livability, and sustainability; and,

WHEREAS, the specific goals and measures of success of this project are to improve connectivity and infrastructure by measuring vehicular and pedestrian traffic volumes and water main breaks; enhance economic competitiveness by measuring new business development, job creation, business expansion, capital construction, private investment, property value measurements, and sales tax comparisons; improved safety by measuring accident rates post construction; livability by measuring number and type of transportation options, number of new housing projects, number of new businesses in the OYD, job growth, state and federal grants secured for redevelopment in the OYD, and satisfaction surveys for the OYD neighborhood; and sustainability by measuring the amount of utility lines replaced, amount of new pavement installed, number of new street lights, amount of electrical service taken underground and the amount of transit and ADA installations; and,

WHEREAS, the Business Ready Community Grant and Loan Program requires that certain criteria be met, as described in the Wyoming Business Council's Rules governing the program, and to the best of our knowledge this application meets those criteria; and,

WHEREAS, the governing body of the City of Casper plans to provide cash match to this Business Ready Community Grant and Loan Program Downtown Development project from the following sources:

Capital Fund Reserves -	\$433,000	
1%#15 -	\$1,087,000	
1%#14 -	\$680,000	, and;

WHEREAS, the governing body for the City of Casper has a comprehensive operation and maintenance plan, including projected expenses and project income sources extending the life of the assets; and,

WHEREAS, in the event of any project cost overruns, the City of Casper will provide funding in the amount necessary to complete the project utilizing 1%#15 funds allocated to arterial and collector streets and enterprise fund reserves allocated to water and sewer; and,

WHEREAS, the governing body for the City of Casper has considered other possible funding solutions for this project which include a BUILD (Better Utilizing Investments to Leverage Development) transportation discretionary grant and TAP (Transportation Alternatives Program) grant; and,

WHEREAS, the City of Casper is working in partnership with the OYD Advisory Committee consisting of area businesses and residents; and,

WHEREAS, the City of Casper held a public hearing on November 2, 2018, to solicit testimony from citizens, and gave full consideration to all comments received; and,

WHEREAS, the governing body of the City of Casper acknowledges that the Wyoming Preference Act (W.S. § 16-6-201 through 16-6-206) will be adhered to throughout the project; and,

WHEREAS, the governing body of the City of Casper will follow state procurement standards inclusive of W.S. § 16-6-101, et seq.; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, that a grant application up to Three Million Dollars (\$3,000,000) shall be submitted to the Wyoming Business Council for consideration of assistance in funding the Reconstruction of Midwest Avenue between Elm Street and Walnut Street.

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


CERTIFICATE


I, Fleur D. Tremel, hereby certify that the foregoing Resolution was adopted by the City of Casper at a public meeting held on November 6<sup>th</sup>, 2018, and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the record of the City of Casper.

---

Fleur D. Tremel  
City Clerk

October 22, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director   
Craig Collins, AICP, City Planner

SUBJECT: Authorizing the Mayor to sign the Certified Local Government (CLG) FY19 Grant Application for Historic Preservation Funds.

Meeting Type & Date:

Regular Council Meeting, November 6, 2018.

Action Type:

Resolution.

Recommendation:

That Council, by resolution, authorize the Mayor to sign the Certified Local Government (CLG) FY19 Grant Application.

Summary:

Among the best practices for administering a historic preservation program is the provision of convenient access to information needed by property owners and other constituents. This includes making information on Casper's historic buildings, the Historic Preservation Commission, available resources and incentives, and best practices for building maintenance and rehab, readily available. Property owners, developers, real estate professionals, educators, and public agencies frequently use historic resource data. During the kickoff of the Historic Preservation Commission's strategic planning process in October of this year it became apparent that although information is available, it is not easily accessible, and in many cases, in need of updates or revisions.

Each year the Wyoming State Historic Preservation Office transfers at least ten percent (10%) of its annual Federal apportionment of Historic Preservation Funds (HPF) to Certified Local Governments (CLGs) as a grant for eligible local projects. The grant requires a local match of forty percent (40%), including both in-kind and monetary participation. The Historic Preservation Commission has been fortunate to obtain this grant multiple times in the past, which assisted with the designation of the downtown Historic District, and is currently funding the creation of the Strategic Plan. Looking ahead, the Commission sees a need to consolidate, and update all the existing Historic Preservation information, studies, plans, brochures, and available resources so that the public has the benefit of easy access.

Financial Considerations:

The proposed application is requesting \$15,000 from the Wyoming State Historic Preservation Office. The CLG will provide a forty percent (40%) match, of which, \$2,000 will be in-kind, and \$4,000 will be utilized from the approved Planning Division FY19 budget.

Oversight/Project Responsibility:

Craig Collins, City Planner, is tasked with the oversight of the Casper Historic Preservation Program.

Attachments:

CLG FY19 Grant Application  
Resolution



# CLG Grant Application FY19

Please review the Grant Application Instructions before completing this application.

## 1. APPLICANT INFORMATION

<b>Name of CLG:</b>	City of Casper Historic Preservation Commission	
	<b>Project Manager Contact</b>	<b>Fiscal Manager Contact</b>
Name:	Craig Collins	Craig Collins
Title:	City Planner	City Planner
Phone:	307-235-7579	307-235-7579
Mailing Address:	200 North David St.	200 North David St.
City, State, Zip:	Casper, WY 82601	Casper, WY 82601
Email:	ccollins@casperwy.gov	ccollins@casperwy.gov
<b>Chief Elected Official:</b>	Ray Pacheco	
Title:	Mayor	
Phone:	307-235-8224	
Mailing Address:	200 North David St.	
City, State, Zip:	Casper, WY 82601	
<b>Commission/Board Chair:</b>	Connie Thompson	

\_\_\_\_\_  
Chief Elected Official Signature & Date

\_\_\_\_\_  
Commission/Board Chair Signature & Date

## 2. PROJECT INFORMATION (\*Project Checklist required \*\*Contact SHPO before continuing the application)

Project Title:	Making History	
Brief Description:	<b>Public Education about Casper History</b>	
Project Type:	<input type="checkbox"/> Preservation Plan <input type="checkbox"/> Survey <input type="checkbox"/> Planning <input type="checkbox"/> National Register <input type="checkbox"/> Preservation, Restoration, or Rehabilitation* <input type="checkbox"/> Training <input checked="" type="checkbox"/> Public Education <input type="checkbox"/> Other**	
<b>Funds Requested</b>		
Federal:	\$ 15,000.00	
Cash Match:	\$ 4,000.00	
In-Kind Match:	\$ 2,000.00	
Total Project Cost:	\$ 21,000.00	

### 3. PROJECT SELECTION

The Casper Historic Preservation Commission is building momentum in its preservation efforts thanks to SHPO, and the resources, funding, guidance, and expertise that have been provided to it in past years. In 2018 Casper was awarded a CLG grant that is currently being utilized to develop a Strategic Plan to help guide the Commission's efforts in the coming decade. During the October, 2018 kickoff portion of the Strategic Plan project, the Historic Preservation Commission focused heavily on gaining public input which will be used to formulate the Strategic Plan's goals and objectives. A survey was developed, and published to the City's website and social media accounts. In addition, with an understanding that in order to obtain meaningful feedback from constituents and to get people excited and involved, it was necessary for the Commission to hit the pavement and attend various public events and gatherings to talk one-on-one with the citizens of Casper.

Based on initial feedback the Commission heard during multiple listening sessions, it became obvious that one of the primary action items that will be part of the final recommendation of the Strategic Plan will be to improve public access to Historic Preservation information. This would include previously completed materials and projects, necessary updates, as well as new, never-before available resources. One thing was glaringly obvious, the people of Casper greatly value our history, but there is a general lack of understanding of the specifics, such as what structures have historical significance, how to capitalize on significant historic structures, and ultimately, how to protect the City's character and identity using Historic Preservation. In short, the Historic Preservation Commission must focus on educating the public, and making accurate and interesting information easily available to those seeking it.

### 4. PUBLIC BENEFIT

During the public input process for the Strategic Plan, the Commission heard overwhelmingly that the citizens of Casper innately care about our collective history and believe Casper is unique and special, but lack specific knowledge of community assets and available historic resources and incentives. The Commission's desire would be to make this knowledge more commonplace in the community, and to provide interesting, useful, and specific information to those who seek it. The community cannot get behind the preservation and promotion of what it doesn't know about. It is the Commission's ultimate goal to make Historic Preservation a community-wide value, and a source of pride in our uniqueness and character.

In addition to informing a knowledge-starved community, another likely benefit would be economic development, specifically, heritage tourism. The State of Wyoming intrinsically understands the benefits of diversifying our economy, as evidenced by the Governor's recent Economically Needed Diversity Options (ENDOW) program. Tourism has always been an important part of the State's economy, but in Casper, we can do better than we have in the past. Tourism brings fresh monies from outside our everyday sphere of commerce. By capitalizing on Casper's authentic western past, the entire Community, as well as the State stands to benefit.

## 5. PROJECT DESCRIPTION

Among the best practices for administering a preservation program is the provision of convenient access to information needed by property owners and other constituents. This includes making information on Casper's historic buildings, the Historic Preservation Commission, available resources and incentives, and best practices for building maintenance and rehab, readily available. Property owners, developers, real estate professionals, educators, and public agencies frequently use historic resource data. During the kickoff of the Strategic Planning process in October of 2018 it became apparent that although information is available, it is not easily accessible, and in many cases, in need of updates or revisions.

The City of Casper utilizes the robust GEOSMART online mapping program to make spatial information available to the public. Current map information that is made available includes regional utilities, trails, parks, roads and travel, public safety, property ownership, floodplain management, land use and zoning, election boundaries, garbage and recycling locations, and much more. Glaringly absent from the list of layers is any information on historic preservation, listings, survey data, etc. An expanded information management system should be developed, in conjunction with the GEOSMART mapping program, to provide spatial information on historic resources, and to manage survey and listing information and make it easily accessible to the public, as well as easily transmittable in a usable format.

Action Step 1: Gather previous materials: Previous Survey forms, reports, National Register nominations, cultural resource databases, walking tour brochures, and so forth, have been completed over the years. Unfortunately, these materials are not currently readily available. As a starting point, all previously completed materials should be gathered from City files, former Historic Preservation Commission members, SHPO, Fort Caspar, and Casper College's Western History Center.

Action Step 2: Update and revise previously completed historic preservation materials and public information brochures, and make them available for public use. Utilizing the information gathered during Step 1, a determination of priorities and resources will be made, and a cost/benefit analysis will be undertaken with the Historic Preservation Commission to determine what needs to be done, and what can be accomplished. Likely prioritization will include an analysis of the overall benefits (bang for the buck) to the community/citizens, and available community partnerships where there is an obvious mutual interest/benefit. For example, the Casper Area Visitor's Bureau (CAVB) cannot promote what it doesn't know about, or if the available information is inaccurate/outdated. There may be an opportunity to partner with the CAVB to update some of the travel and tourism brochures, websites, or social media pages with interesting historic sites and information. Consolidation of accurate and up-to-date information will also facilitate regular public postings to the CHPC Instagram and Facebook accounts, and would serve as a badly needed basis for pre-demolition notification to the CHPC and under-informed property owners.

Action Step 3: Using most current information and resources, and working with the Natrona Regional Geospatial Cooperative and SHPO, create a GEOSMART layer showing Casper's listed properties, surveyed properties, Historic District boundaries and their contributing properties. The spatial data would then require linking to available historic documentation that was consolidated during previous Action Steps.

Action Step 4: Expand the CHPC website. The current CHPC website is inadequate as currently designed, and warrants considerable expansion and amplification. Once available resources and documents are consolidated, that information should be included on the website, and might include: List of Casper's National Register-listed properties and the accompanying nominations; Secretary of the Interior's Standards; National Park Service preservation briefs for rehabilitation best practices; List of surveyed properties, inventory forms, eligibility assessments, and maps; links to supporting organizations such as SHPO, Alliance for Historic Wyoming; pictures, digital brochures, narratives, etc.

This is an ambitious, but vital project, identified during the Strategic Planning process as a recommended priority for the Commission moving forward. In addition to the members of the Casper Historic Preservation Commission, and Casper City staff, a consultant will be selected with experience and expertise in historic preservation and practices/tools available, graphic design, Geographic Information Systems (GIS) website construction/maintenance, travel/tourism, economic development and public engagement.

**5. PROJECT DESCRIPTION** (continued)

<b>6. Scope of Work &amp; Timeline</b>		
<b>Task</b>	<b>Responsible Party</b>	<b>Completion Date</b>
Issue RFP & Select Consultant	City Staff & Commission	February, 2019
Research & Gathering of Documents & Previously-Completed Materials (Action Step #1)	Consultant	March, 2019
Review of Documents/Materials & Completion of Necessary Updates & Changes (Action Step #2)	Consultant & Commission	May, 2019
Publish, Print & Make Available to the Public, Historic Preservation Information, Resources, Maps, Documents, etc. (Action Step #2 - cont'd)	Consultant, Commission & City Staff	June, 2019
Create GEOSMART layer with links to documentation consolidated in previous steps. (Action Step #3)	Consultant & City Staff	July, 2019
Revamp/Construct CHPC Website (Action Step #4)	Consultant & City Staff	August, 2019



RESOLUTION NO. 18-223

AUTHORIZE THE MAYOR TO EXECUTE THE CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION FY19 FOR FUNDING IMPROVEMENTS TO THE ACCESSIBILITY OF HISTORIC PRESERVATION DATA AND INFORMATION FOR THE CITIZENS OF CASPER

WHEREAS, each year the Wyoming State Historic Preservation Office transfers at least ten percent (10%) of its annual Federal apportionment of Historic Preservation Funds (HPF) to Certified Local Governments (CLGs) as a grant for eligible local projects; and,

WHEREAS, the Casper CLG, represented by the Casper Historic Preservation Commission, is in good standing, and is eligible to apply for said FY19 grant; and,

WHEREAS, it is the intent of the Casper CLG to use grant funding to improve the accessibility of Historic Preservation data and information for the citizens 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, the Certified Local Government (CLG) Grant Application FY19.

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

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

October 5, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Authorizing consent to the sublease of License Agreement between City of Casper and NCWPCS MPL 33 – Year Sites Tower Holdings LLC (an AT&T entity) for a cell tower at 1903 North Poplar Street.

Meeting Type & Date:

Regular Council Meeting, November 6, 2018.

Action Type:

Resolution.

Recommendation:

That Council, by resolution, authorize a consent to the sublease of the Cellular License Agreement dated August 7, 2007, as amended, for a tract of land located within a portion of the North Platte River Park located at 1903 North Poplar Street, generally north of the Events Center..

Summary:

Background and Analysis – The City entered into a 25-year term License Agreement with Alltel Communications on August 7, 2007, for a tract of land located within a portion of North Platte River Park, City of Casper, Natrona County, Wyoming as shown on the aerial map provided, further described on “Exhibit A” of the License Agreement, and generally located at 1903 North Poplar for the purpose of a cell tower and associated equipment.

Through a succession of ownership from Alltel Communications to AT&T, the tower is now owned by NCWPCS MPL 33 – Year Sites Tower Holdings LLC (an AT&T entity) and is managed by Crown Castle International Corp. On September 26, 2018, the City received correspondence from Crown Castle requesting the City’s consent to sublease ground and tower space to DISH Network.

Financial Considerations:

None, in that under the current lease, the City does not receive any compensation for subleases.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with managing cell tower lease agreements.

Attachments:

Resolution,  
Sublease Consent Form,  
Aerial Vicinity Map.





2055 S STEARMAN DR  
CHANDLER, AZ 85286

Phone: (623) 289-6418  
www.crowncastle.com

September 26, 2018

VIA FedEx  
Tracking number: 773334384116

CITY OF CASPER  
200 N DAVID STREET  
CASPER, WY 82604

Re: BU 858235 / ZOD\_ALLTEL\_WYCA\_EVENT CENTER / 1903 POPLAR STREET CASPER, WY 82601 ("Site")  
License Agreement, dated August 7, 2007, as amended ("Lease")  
Consent for sublease

Dear CITY OF CASPER,

Pursuant to an agreement between NCWPCS MPL 33-Year Sites Tower Holdings, LLC. ("AT&T") and CCATT LLC ("CCATT"), CCATT subleases and operates the tower site that is subject to the Lease on behalf of AT&T. CCATT is a Crown Castle company. CCATT and its affiliates and subsidiaries own, manage and operate shared wireless communication facilities.

In order to better serve the public and minimize the amount of towers in an area where the Site is located, CCATT plans to sublease to DISH Network. The sublease will not alter the character or use of the site nor will it change the nature of CCATT's occupancy of the Site as lessee.

Pursuant to Paragraph 11 of the Lease, CCATT is required to obtain your consent. Under the Lease, Lessor's consent cannot be unreasonably withheld, conditioned or delayed. Therefore, CCATT respectfully requests your consent to this sublease.


As used in this letter, the term "sublease" may include any arrangement by which a third party can install and operate its equipment on the property subject to the Lease. CCATT will continue to be responsible for performing all of the obligations under the Lease.

Please indicate your consent by executing this letter where indicated below and return one original of same to the address indicated above. A prepaid envelope is included for your convenience.

Thank you for your continued cooperation with AT&T and CCATT. If you have any questions concerning this issue, please contact Dino Pergola at (623) 289-6418 or Dino.Pergola.Contractor@crowncastle.com.

Sincerely,

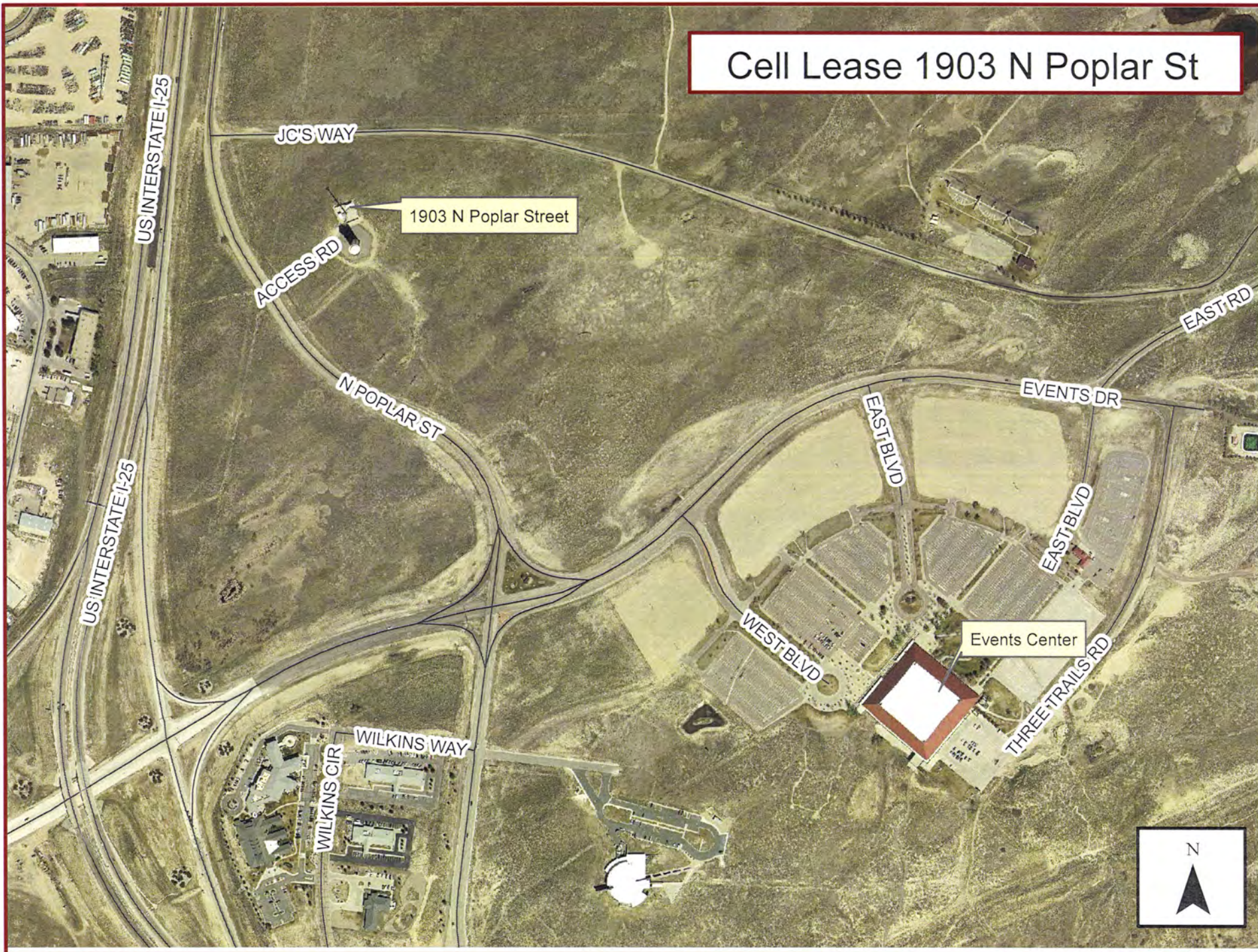
Agreed and accepted \_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
Dino Pergola  
Real Estate Specialist

\_\_\_\_\_  
(Lessor's signature)



# Cell Lease 1903 N Poplar St



JC'S WAY

1903 N Poplar Street

ACCESS RD

N POPLAR ST

EAST RD

EVENTS DR

EAST BLVD

EAST BLVD

Events Center

WEST BLVD

THREE-TRAILS RD

WILKINS WAY

WILKINS CIR





RESOLUTION NO.18-224

A RESOLUTION AUTHORIZING CONSENT TO THE  
SUBLEASE OF THE LICENSE AGREEMENT BETWEEN THE  
CITY OF CASPER AND ALLTEL COMMUNICATIONS, LLC

WHEREAS, Alltel Communications and the City of Casper, Wyoming entered into a License Agreement on August 7, 2007, for the purpose of locating/constructing a cell tower and associated equipment on a tract of land located in part of North Platte River Park, City of Casper, located in the SE ¼ of the NE ¼ of Section 32, Township 34 North, Range 79 West of the 6<sup>th</sup> Principal Meridian, Natrona County, Wyoming, consisting of 5,625 square feet, more or less, further described on “Exhibit A” of the License Agreement and generally located at 1903 North Poplar Street. The licensed portion of real property under the License Agreement is hereinafter referred to as the “Licensed Premises”; and,

WHEREAS, On June 22, 2010, AT&T Mobility II, LLC became the successor in interest to the Alltel Communications, Inc. site by Federal Communications Commission ruling; and,

WHEREAS, On October 18, 2013, AT&T Mobility II, LLC (as AT&T Inc.) and CCAT, LLC (Crown Castle) entered into an agreement regarding the management and operation of AT&T’s tower portfolio; and,

WHEREAS, the City received correspondence from Crown Castle International Corp, dated September 26, 2018, (the “Consent for sublease”) requesting the City’s consent to sublease the ground and tower space to DISH Network; and,

WHEREAS, the City desires to grant its consent to the sublease of the License Agreement.

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 the above-described Consent for Sublease.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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
Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

October 3, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 

SUBJECT: Accepting a Utility Easement from Natrona County School District No. 1  
For Maintenance of Underground Utilities within the Natrona County High School  
Campus

Meeting Type & Date

Regular Council Meeting

November 6<sup>th</sup>, 2018

Action type

Resolution

Recommendation:

That Council, by resolution, accept a utility easement from Natrona County School District No. 1 for maintenance of underground utilities within the Natrona County High School campus.

Summary:

With the expansion and remodel of Natrona County High School, the City of Casper agreed to vacate streets within the new campus setting. In order to continue to maintain City infrastructure, including water mains, sewer mains, and storm sewer mains, easements are required where the streets are being vacated and where the public utilities were re-routed. The easement allows the City of Casper to construct, maintain, repair, and/or replace the underground utilities as may be required.

Financial Considerations

N/A

Oversight/Project Responsibility

Andrew Beamer, P.E., Public Services Director

Attachments

Resolution

Utility Easement

## UTILITY EASEMENT

THIS EASEMENT AGREEMENT MADE by Natrona County School District No. 1, 970 North Glenn Road, Casper, WY 82601, hereinafter referred to as "Grantor," and the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, WY 82601, hereinafter referred to as "Grantee."

### RECITAL

WHEREAS, Grantee has requested that Grantor provide to Grantee a non-exclusive easement for water, sanitary sewer, and storm sewer lines as described on Exhibit "A" attached hereto.

NOW, THEREFORE, the parties hereby agree as follows:

1. **GRANT OF EASEMENT; CONDITIONS.** Grantor does hereby convey unto the Grantee, its successors and assigns, for the benefit of Grantee, a non-exclusive easement more particularly described on Exhibit "A" attached hereto and made a part hereof, for the purposes of ingress and egress to lay-out, construct, inspect, operate, maintain, repair, replace and remove underground water, sanitary sewer, and storm sewer lines and related equipment, under and across the easement. The easement shall burden Grantor's property and benefit Grantee, its successors and assigns. Grantee shall, as a condition of the easement, at its sole cost and expense, repair or replace and reclaim all areas and appurtenances disturbed by the use of the easement to pre-existing conditions or better. The Grantee shall not use the easement for any use prohibited by or in violation of the terms of this agreement or applicable laws, rules or regulations.

2. **RESERVATION.** Grantor reserves unto itself such rights in the easement property for any purpose which does not interfere with the easement granted herein, and to create and grant such other easements, rights and privileges in, on, under, or across the easement to such persons and for such purposes as Grantor may elect, provided that the purposes of any such additional easements, rights and privileges shall not be inconsistent or interfere with the easement granted herein.

3. **TERM OF EASEMENT.** The term of the easement shall be for so long as the easement is used for the purpose described in paragraph 1. If the easement is no longer used for the purposes described in Section 1 or is abandoned in writing by the Grantee, then the easement shall automatically and unconditionally terminate and revert to the then owner or owners of the property burdened by the easement.

4. **LIABILITY.** The Grantor and Grantee do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., by entering into this agreement and they hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

5. **NOTICES.** All notices required or permitted hereunder shall be given by overnight courier delivery, certified mail (return receipt requested), or hand delivery, directed as follows:

To Grantor: Natrona County School District No. 1  
970 North Glenn Road  
Casper, Wyoming 82601

To Grantee: City of Casper  
Attention: City Manager  
201 North David  
Casper, Wyoming 82601

Notices shall be effective only upon actual receipt at the address provided above. Either party, by notice given as provided above, may change the address to which future notices should be sent.

6. **RECORDING.** This agreement and any amendments hereto, shall be recorded by the

Grantee at its expense in the real property records of Natrona County, Wyoming.

7. **RUNNING OF BENEFITS AND BURDENS; VALIDITY.** All provisions of this agreement, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

If any provision of this agreement or the application thereof to any person or situation, to any extent, shall be held invalid or unenforceable, the remainder of this agreement and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and unenforceable to the fullest extent permitted by law.

8. **EFFECTIVE DATE.** The effective date of this agreement shall be the later date of the dates this agreement is executed by Grantor and Grantee below.

**GRANTOR:**  
NATRONA COUNTY SCHOOL  
DISTRICT NO. 1

**GRANTEE:**  
City of Casper, Wyoming  
A Wyoming Municipal Corporation

By:   
Rita Walsh, Chair,  
Board of Trustees

By: \_\_\_\_\_  
Ray Pacheco, Mayor


Date: 9/27/18

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
City Attorney (Deputy)

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )



This instrument was acknowledged before me on Sept 27, 2018  
by Rita Walsh as the Chair of the Board of Trustees of Natrona County School District No. 1.

Katherine J Zimmerman  
NOTARY PUBLIC

My commission expires: Jan 4, 2019

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

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

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

My commission expires:



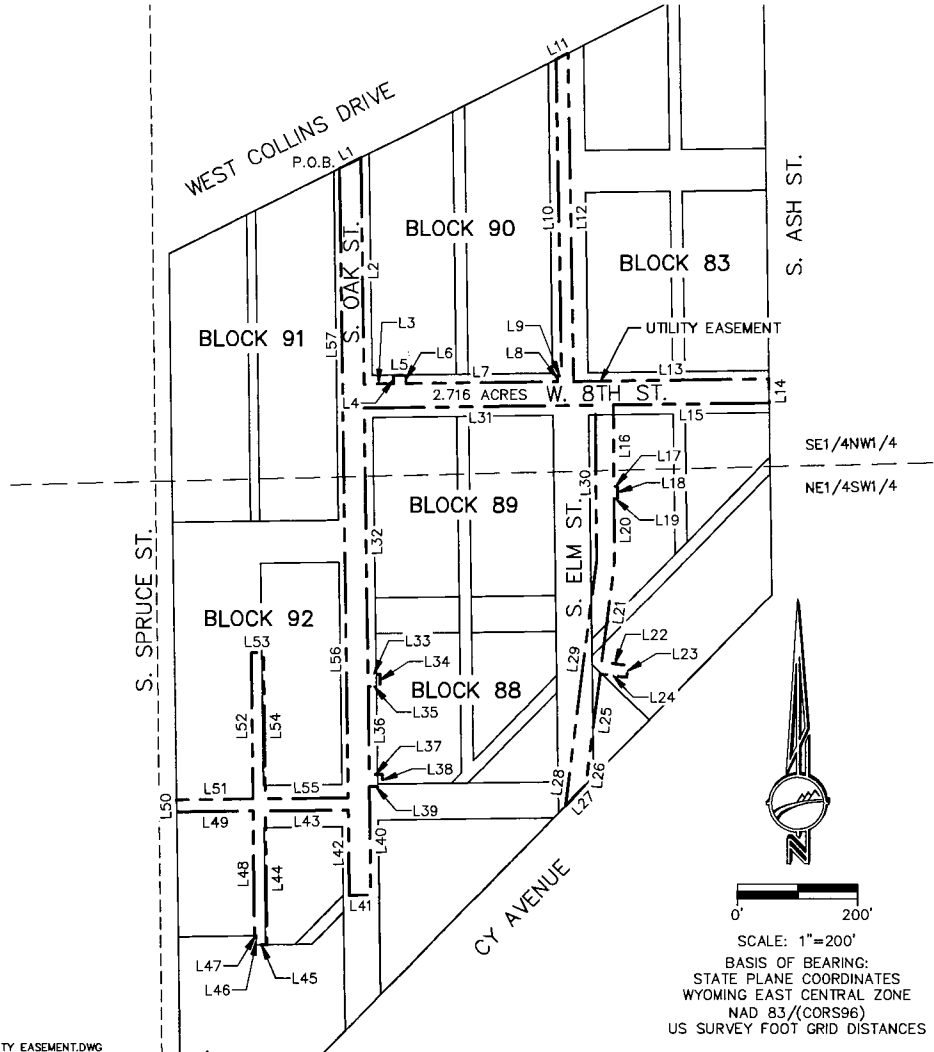
WLC ENGINEERING, SURVEYING & PLANNING  
 200 PRONGHORN STREET, CASPER, WYOMING 82601  
 FOR

PROPERTY LOCATION PLAT

Client NATRONA COUNTY SCHOOL DISTRICT No. 1 Address 970 N. GLENN ROAD  
 City CASPER State WYOMING Zip 82601

SE1/4NW1/4  
 NE1/4SW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision CITY OF CASPER  
 City CASPER County NATRONA State WYOMING

Line Table		
Line #	Direction	Length
L1	N63°19'21"E	40.04'
L2	S0°42'43"E	376.94'
L3	N89°16'57"E	48.71'
L4	N0°00'57"W	13.72'
L5	N89°59'03"E	20.00'
L6	S0°00'57"E	13.47'
L7	N89°16'57"E	253.28'
L8	N0°35'00"W	9.57'
L9	N89°25'00"E	6.90'
L10	N0°55'37"W	526.57'
L11	N63°18'35"E	22.21'
L12	S0°55'37"E	545.85'
L13	N89°16'57"E	325.05'
L14	S0°43'03"E	40.00'
L15	S89°16'57"W	258.81'
L16	S0°23'20"E	135.61'
L17	S89°47'13"E	5.83'
L18	S0°12'47"W	20.00'
L19	N89°47'13"W	5.62'
L20	S0°23'20"E	103.92'



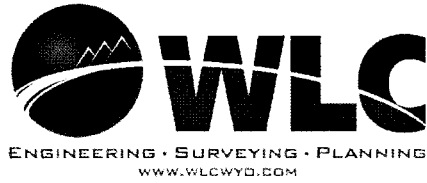
Line Table		
Line #	Direction	Length
L21	S7°25'03"W	169.26'
L22	S82°34'57"E	44.36'
L23	S7°25'03"W	20.00'
L24	N82°34'57"W	44.36'
L25	S7°25'03"W	149.87'
L26	S7°11'23"W	35.31'
L27	S44°25'09"W	49.59'
L28	N7°11'23"E	74.85'
L29	N7°25'03"E	337.13'
L30	N0°25'47"W	257.33'
L31	S89°16'57"W	385.02'
L32	S0°42'43"E	443.18'
L33	S89°55'57"E	20.45'
L34	S0°04'03"W	20.00'
L35	N89°55'57"W	20.17'
L36	S0°42'43"E	146.09'
L37	S89°55'40"E	22.09'
L38	S0°04'20"W	20.00'
L39	N89°55'40"W	21.82'
L40	S0°42'43"E	179.98'

Line Table		
Line #	Direction	Length
L41	S89°17'17"W	36.00'
L42	N0°42'43"W	141.44'
L43	S89°18'50"W	137.45'
L44	S0°36'00"E	222.75'
L45	S89°32'49"W	17.17'
L46	N0°44'14"W	14.84'
L47	S89°16'42"W	2.79'
L48	N0°36'00"W	207.85'
L49	S89°18'50"W	127.35'
L50	N0°41'09"W	20.00'
L51	N89°19'50"E	127.38'
L52	N0°36'00"W	242.85'
L53	N89°17'11"E	20.00'
L54	S0°36'00"E	242.86'
L55	N89°19'50"E	137.41'
L56	N0°42'43"W	461.00'
L57	N0°42'43"W	586.30'

EXHIBIT "A"  
 SHEET 1 OF 3

Revised: 08-28-18 REV2  
 Date: 11-18-14  
 W.O. No. 14210-21  
 Book No. \_\_\_\_\_, Pg. \_\_\_\_\_  
 Drawn By: MPJ  
 Acad File: NCHS UTILITY EASEMENT  
 S:\NCHS-BASSETT-14210\SURVEY\DRAWINGS\NCHS UTILITY EASEMENT.DWG

SCALE: 1"=200'  
 BASIS OF BEARING:  
 STATE PLANE COORDINATES  
 WYOMING EAST CENTRAL ZONE  
 NAD 83/(CORS96)  
 US SURVEY FOOT GRID DISTANCES



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

August 28, 2018 REV2  
November 18, 2014  
Exhibit "A"  
Page 2 of 3

Natrona County School District No. 1  
970 N. Glenn Road  
Casper, Wyoming 82601

W.O. No.: 14210-21

Description: (Utility Easement – 2.168 Acres, Natrona County School District No. 1)

A Parcel in and being a portion of the SE1/4NW1/4, NE1/4SW1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and a point in the southerly line of West Collins Drive and from which point the northeasterly corner of Block 91, City of Casper, bears S63°19'21"W, 11.12 feet; thence from said Point of Beginning and along the most northerly line of the Parcel being described and the southerly line of said West Collins Drive, N63°19'21"E, 40.04 feet to a point; thence, S0°42'43"E, 376.94 feet to a point; thence, N89°16'57"E, 48.71 feet to a point; thence, N0°00'57"W, 13.72 feet to a point; thence, N89°59'03"E, 20.00 feet to a point; thence, S0°00'57"E, 13.47 feet to a point; thence, N89°16'57"E, 253.28 feet to a point; thence, N0°35'00"W, 9.57 feet to a point; thence, N89°25'00"E, 6.90 feet to a point; thence, N0°55'37"W, 526.57 feet to a point in and intersection with the southerly line of said West Collins Drive; thence along the southerly line of said West Collins Drive, N63°18'35"E, 22.21 feet to a point; thence, S0°55'37"E, 545.85 feet to a point; thence, N89°16'57"E, 325.05 feet to a point in and intersection with the westerly line of South Ash Street; thence along the westerly line of said South Ash Street, S0°43'03"E, 40.00 feet to a point; thence, S89°16'57"W, 258.81 feet to a point; thence, S0°23'20"E, 135.61 feet to a point; thence, S89°47'13"E, 5.83 feet to a point; thence, S0°12'47"W, 20.00 feet to a point; thence, N89°47'13"W, 5.62 feet to a point; thence, S0°23'20"E, 103.92 feet to a point; thence, S7°25'03"W, 169.26 feet to a point; thence, S82°34'57"E, 44.36 feet to a point; thence, S7°25'03"W, 20.00 feet to a point; thence, N82°34'57"W, 44.36 feet to a point; thence, S7°25'03"W, 149.87 feet to a point; thence, S7°11'23"W, 35.31 feet to a point in and intersection with the northerly line of

CY Avenue; thence along the northerly line of said CY Avenue, S44°25'09"W, 49.59 feet to a point; thence, N7°11'23"E, 74.85 feet to a point; thence, N7°25'03"E, 337.13 feet to a point; thence, N0°25'47"W, 257.33 feet to a point; thence, S89°16'57"W, 385.02 feet to a point; thence, S0°42'43"E, 443.18 feet to a point; thence, S89°55'57"E, 20.45 feet to a point; thence, S0°04'03"W, 20.00 feet to a point; thence, N89°55'57"W, 20.17 feet to a point; thence, S0°42'43"E, 146.09 feet to a point; thence, S89°55'40"E, 22.09 feet to a point; thence, S0°04'20"W, 20.00 feet to a point; thence, N89°55'40"W, 21.82 feet to a point; thence, S0°42'43"E, 179.98 feet to a point; thence, S89°17'17"W, 36.00 feet to a point; thence, N0°42'43"W, 141.44 feet to a point; thence, S89°18'50"W, 137.45 feet to a point; thence, S0°36'00"E, 222.75 feet to a point; thence, S89°32'49"W, 17.17 feet to a point; thence, N0°44'14"W, 14.84 feet to a point; thence, S89°16'42"W, 2.79 feet to a point; thence, N0°36'00"W, 207.85 feet to a point; thence, S89°18'50"W, 127.35 feet to a point in and intersection with the easterly line of South Spruce Street; thence along the easterly line of said South Spruce Street; thence, N0°41'09"W, 20.00 feet to a point; thence, N89°19'50"E, 127.38 feet to a point; thence, N0°36'00"W, 242.85 feet to a point; thence, N89°17'11"E, 20.00 feet to a point; thence, S0°36'00"E, 242.86 feet to a point; thence, N89°19'50"E, 137.41 feet to a point; thence, N0°42'43"W, 461.00 feet to a point; thence, N0°42'43"W, 586.30 feet to said Point of Beginning and containing 2.716 acres, more or less, as set forth by the plat attached and made a part hereof.

RESOLUTION NO.18-225

A RESOLUTION APPROVING AND ACCEPTING A UTILITY EASEMENT FROM NATRONA COUNTY SCHOOL DISTRICT NO. 1 FOR MAINTENANCE OF UNDERGROUND UTILITIES WITHIN THE NATRONA COUNTY HIGH SCHOOL CAMPUS.


WHEREAS, the City of Casper requires an easement for installation and maintenance of public utilities across private property; and,

WHEREAS, Natrona County School District No. 1 has granted the City of Casper the necessary easement across their property within the Natrona County High School Campus that needs to be approved by 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, the utility easement from Natrona County School District No. 1, for installation and maintenance of underground utilities across their property, more particularly described in said easement, and specifically subject to the conditions set forth therein.

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

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

October 11, 2018

MEMO TO: J. Carter Napier, City Manager

FROM: Andrew Beamer, P.E., Public Services Director

SUBJECT: Amendment One to the Cooperative Agreement with the Wyoming Department of Transportation  
Interstate 25 & Shoshoni Interchange Landscaping Project, No. 13-44

Meeting Type & Date

Council Meeting  
November 6, 2018

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize amendment one to the Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for construction activities for the Interstate 25 & Shoshoni Interchange Landscaping Project, No. 13-44.

Summary:

The City of Casper entered into a Cooperative Agreement with the Wyoming Department of Transportation in November 2013 for landscaping enhancements at the Interstate 25 & Shoshoni Interchange. The enhancements included a 'Welcome to Casper' sign, lighting, and trees and shrubs at the interchange.

The enhancements were originally estimated to cost \$250,000, and was the basis for the Cooperative Agreement entered into with WYDOT in November 2013. The actual low bid received for the project was \$300,000. An additional change order was approved with WYDOT in August 2016, in the amount of \$4,123.09, to incorporate the new "WYOCITY" brand and lighting enhancements.

To account for these new costs, WYDOT is requiring an amendment to the original agreement. The cost for the improvements, including WYDOT's overhead and construction administration fees, is \$374, 876. WYDOT's federal aid match for the enhancements covers 90.49% of this cost, or \$339,225. The City of Casper is responsible for the remaining 9.51%, or \$35,651.

Financial Considerations

Funding for the project was previously allocated from 1% #14 sales tax funds for Park Improvements and remains available to the project.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Attachments

Amendment One to the Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper  
Resolution

**AMENDMENT ONE TO THE COOPRATIVE AGREEMENT  
BETWEEN THE  
WYOMING DEPARTMENT OF TRANSPORTATION  
AND THE  
CITY OF CASPER**

Federal Project STP-E 189.51 I254148  
Casper Marginal – North Section  
Shoshoni Bypass Interchange  
Natrona County

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Blvd., Cheyenne, WY 82009 and City of Casper (City), whose address is 200 North David Street, Casper, WY 82601.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Agreement between WYDOT and the City. The purpose of this Amendment is to replace Exhibit “B” with Exhibit “B-1”.

The original Agreement, dated December 23, 2013, required the City to install a “Welcome to Casper” sign, lighting, and landscaping to include trees and shrubs for a total Agreement amount of two hundred eight-one thousand three hundred ninety-eight dollars (\$281,398.00).

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

4. **Amendments.** This Amendment is to increase the total dollar amount of the Agreement.

A. As of the Effective Date of this Amendment, Exhibit “B”, Cost Summary, which was attached to the original Agreement, is superseded and replaced by Exhibit “B-1”, Amended Cost Summary, which is attached to this Amendment and incorporated into the original Agreement by this reference. All references to “Exhibit “B” in the original Agreement, and in any amendments thereto, are amended to read: “Exhibit “B-1”.

5. **Amended Responsibilities of the City.**

Responsibilities of the City have not changed.

6. **Amended Responsibilities of WYDOT.**

Responsibilities of WYDOT have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, between WYDOT and the City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the City of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

8. **General Provisions.**

- A. **Entirety of Agreement.** The original Agreement, consisting of eight (8) pages; Exhibit "A", Location Map, consisting of one (1) page; Exhibit "B", Cost Summary, consisting of one (1) page; this Amendment One, consisting of two (2) pages; and Exhibit "B-1", Amended Cost Summary, consisting of one (1) page, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

- 9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

**CITY OF CASPER, WYOMING:**

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


\_\_\_\_\_  
Date

**WYOMING DEPARTMENT OF TRANSPORTATION:**

\_\_\_\_\_  
Gregg C. Fredrick, P.E., Chief Engineer

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

 #186906  
\_\_\_\_\_  
Alysia Goldman, Assistant Attorney General

Sept. 14, 2018  
Date

Date amendment prepared: 9-6-18



**EXHIBIT "B1"**

Federal Project STP-E 189.51 I254148  
Casper Marginal – North Section  
Shoshoni Bypass Interchange  
Natrona County

Amended Cost Summary  
September 5, 2018

Costs were prepared by WYDOT.

<u>Item</u>		<u>Cost</u>	
Estimated Construction Costs	=	\$329,153.00	
Preliminary Engineering (Performed by City's consultant)	=	0.00	
Construction Engineering	=	<u>17,217.00</u>	
Total Direct Costs	=	346,370.00	[1]
Indirect Cost Allocation Plan (ICAP) (346,370.00) (0.0823)	=	<u>28,506.00</u>	[2]
Total Project Costs = [1] + [2]	=	<u>\$374,876.00</u>	[3]
<u>Funding:</u>			
WYDOT's Federal Aid Match: (374,876.00) (0.9049)	=	339,225.00	[4]
City's Match Portion: (374,876.00) (0.0951)	=	<u>35,651.00</u>	[5]
Total Project Costs = [4] + [5]	=	<u>\$374,876.00</u>	

NOTE: All costs shown are rounded to the nearest even dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

APPROVAL AS TO FORM

I have reviewed the attached *Amendment One to the Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: October 15, 2018.



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Wallace Trembath III  
Deputy City Attorney

RESOLUTION NO. 18-226

A RESOLUTION AUTHORIZING AMENDMENT ONE TO THE COOPERATIVE AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION AND CITY OF CASPER FOR CONSTRUCTION SERVICES RELATED TO THE INTERSTATE 25 & SHOSHONI INTERCHANGE LANDSCAPING PROJECT.

WHEREAS, the City of Casper entered into a Cooperative Agreement with the Wyoming Department of Transportation for construction services associated with the Interstate 25 & Shoshoni Interchange Landscaping Project No. 13-44, Federal Project STP-E 189.51 I254148; and,

WHEREAS, actual construction costs have now been realized, requiring an amendment to the original cooperative agreement between the Wyoming Department of Transportation and 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, Amendment One to the Cooperative Agreement between the Wyoming Department of Transportation and the City of Casper, for providing construction services related for the Interstate 25 & Shoshoni Interchange Landscaping Project, in the amount of Thirty-Five Thousand Six Hundred Fifty-One and 00/100 Dollars (\$35,651.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project in an amount not to exceed Thirty-Five Thousand Six Hundred Fifty-One and 00/100 Dollars (\$35,651.00).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

October 17, 2018

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

FROM: Andrew B. Beamer, P.E., Public Services Director  
Timothy Cortez, Parks & Recreation Director  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing Amendment No. 2 to the Contract for Professional Services  
with Stevens Engineering, Inc., Casper Ice Arena Ice Chiller  
System Replacement, Project No. 15-58

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

Action Type:  
Resolution

Recommendation:

That Council, by resolution, authorize Amendment No. 2 to the Contract for Professional Services with Stevens Engineering, Inc., for additional services related to the Casper Ice Arena Chiller System Replacement, Project No. 15-58, in the amount of \$51,700.

Summary:

The Casper Ice Arena currently uses a direct ice chilling system with R22 Freon (R22) as the cooling medium. R22 is becoming more costly, non-sustainable, and will stop being manufactured for sale in the year 2020. Along with the need for R22 for operation, the current system has operated for nearly thirty (30) years, and, because of continuous maintenance and many recent system repairs, it is in need of replacement. A new indirect, ammonia system is expected to replace the current system.

Stevens Engineering, Inc., is currently under contract for design and construction administration services for the Casper Ice Arena Chiller System Replacement Project for \$113,800. The project has opened bids twice, first in November 2016 and again in January 2017. Both bids were rejected due to the bid prices exceeding the available budget.

Amendment No. 2 includes additional engineering, architectural services, and bid document updates for the project to include relocation, refurbishment and reuse of the existing ammonia ice chilling equipment at the Casper Events Center to replace the existing R22 system at the Casper Ice Arena. The new design will include a new building required to house the reused ice chilling equipment at the Ice Arena. The reused equipment is expected to be capable of serving a future, second sheet of ice at the Ice Arena and will be stubbed out to facilitate future expansion. Stevens Engineering, Inc., has provided a fee of \$51,700 for this additional work. The construction improvements are anticipated to be completed by October 2019.

Financial Considerations

Funding for this project will be from Optional 1%#15 Sales Taxes allocated for the FY16 Ice Arena Ice Making System Replacement. Utilizing the ice chilling equipment from the Events Center is expected to save \$250,000.

Oversight/Project Responsibility

Alex Sveda, Associate Engineer

Attachments

Resolution

Amendment No. 2

Additional Services Request No. 2 from Stevens Engineering, Inc., dated October 11, 2018

**AMENDMENT NO. 2 TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

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

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Stevens Engineers, Inc., 2211 O’Neil Road, Hudson, Wisconsin 54016 (“Contractor”).

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

**RECITALS**

A. On February 16, 2016, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for the replacement of the City of Casper Ice Arena Ice Chiller System.

B. The Contract includes Engineering Design, Bidding, and Construction Administration Services for the replacement of the City of Casper Ice Arena Ice Chiller System.

C. Amendment No. 2 includes additional engineering, architectural services, and bid document updates for the project to include relocation, refurbishment and reuse of the existing ammonia ice chilling equipment at the Casper Events Center to replace the existing R22 system at the Casper Ice Arena.

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

**1. INCORPORATION OF RECITALS**

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

**2. AMENDMENT TO PART I AGREEMENT – SECTION 1. Scope of Services, PARAGRAPH A. Design.**

- **ADD** subparagraph 7. as follows:

- “The City would like to pursue the option of refurbishing, modifying, relocating and reusing the existing ammonia refrigeration package from the Event Center and relocating it in a new refrigeration room at the Casper Ice Arena. The project will include building a new refrigeration room attached to the Casper Ice Arena large enough to house the existing refrigeration package from the Event Center. The refrigeration equipment on the existing refrigeration system will be modified/redesigned so the system can serve the existing Casper Ice Arena ice rink and prepped to serve a future, second, ice rink if possible.”

### **3. AMENDMENT TO PART I - AGREEMENT, SECTION 3. COMPENSATION**

- The first sentence which begins with “In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Thirteen Thousand Eight Hundred and 00/100 Dollars (\$113,800.00).” is **DELETED** in its entirety and **REPLACED** with the following:
- “In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Sixty-Five Thousand Five Hundred and 00/100 Dollars (\$165,500.00).”

### **4. RATIFICATION**

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

**--THIS SPACE LEFT BLANK TO THE FOLLOWING PAGE--**

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

APPROVED AS TO FORM

Walter Trumel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
Stevens Engineers, Inc.

By: Julie Bauermeister  
Printed Name: Julie Bauermeister  
Title: Office Manager

By: Scott A. Ward  
Printed Name: Scott A. Ward  
Title: Vice President



October 11, 2018

Mr. Alex Sveda  
Associate Engineer  
City of Casper  
200 North David Street  
Casper, WY 82601  
**Via email: [asveda@casperwy.gov](mailto:asveda@casperwy.gov)**

RE: Casper Ice Arena – Ice Chiller System Replacement Project  
**Additional Services Request No. 2 – Redesign Services for Using Existing Refrigeration System**

Dear Mr. Sveda:

The City would like to pursue the option of reusing the existing ammonia refrigeration package from the Event Center and relocating it in a new refrigeration room at the Casper Ice Arena. The project will include building a new refrigeration room attached to the Casper Ice Arena large enough to house the existing refrigeration package from the Event Center. The refrigeration equipment on the existing refrigeration system will be modified/redesigned so the system can serve the existing Casper Ice Arena ice rink and prepped to serve a future, second, ice rink if possible.

We are requesting the additional lump sum fee for designing this project.  
Stevens PM and Ice System Design only (CA in original agreement) = \$16,600  
Nelson Rudie – MEP Design only = \$6,400  
GSG Architecture – Architectural and Structural Engineering Design and CA = \$28,700  
**Total additional fee requested = \$51,700**

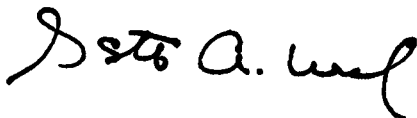
We will revise the existing construction documents for this change, incorporate the alternate bids and addendum items into the documents from the previous bid phase activities, and provide bidding services outlined in our original proposal (excluding the site visit). Services will be provided in accordance with our agreement dated January, 2016.

If this proposal meets with your approval and is consistent with your understanding, please sign and return by mail an original copy of this letter. We appreciate the opportunity to continue working with you and the City of Casper on this project. If you have any questions, please feel free to call me anytime. Our office number is 800.822.7670 and my mobile is 651.492.1376.

Sincerely,

Agreed to and accepted,

STEVENS



Scott A. Ward, P.E.  
Principal/Vice President  
Enclosure: None

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RESOLUTION NO.18-227

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH STEVENS ENGINEERING, INC., FOR THE CASPER ICE ARENA ICE CHILLER SYSTEM REPLACEMENT, PROJECT NO. 15-58.

WHEREAS, Stevens Engineering, Inc. ("Consultant"), under a Contract for Professional Services dated February 16, 2016, is providing engineering services for the Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58; and,

WHEREAS, additional engineering services outside the original scope of work are required for relocation, refurbishment and reuse of the existing ammonia ice chilling equipment at the Casper Events Center to replace the existing R22 system at the Casper Ice Arena; and,

WHEREAS, the City of Casper desires to extend the scope of work with the Consultant, to provide these additional services; and,

WHEREAS, Consultant is able and willing to provide those services as specified in Amendment No. 2.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 2 to the Contract for Professional Services between the City of Casper and Consultant, for additional professional services associated with the Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58, in the amount of Fifty-One Thousand Seven Hundred and 00/100 Dollars (\$51,700.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to an additional amount not to exceed Fifty-One Thousand Seven Hundred and 00/100 Dollars (\$51,700.00), for a total contract amount not-to-exceed One Hundred Sixty-Five Thousand Five Hundred and 00/100 Dollars (\$165,500.00).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

October 18, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a Contract for Outside-City Sewer Service with GEO Group Inc.

Meeting Type & Date

Regular Council Meeting  
November 6, 2018

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Sewer Service with GEO Group Inc.

Summary

This parcel of land is located on the south side of US Highway 20-26 near the Natrona County International Airport (NCIA). This contract provides for Outside-City sewer service.

Currently, the GEO Group discharges sanitary sewer flow to the NCIA. With the completion of the 33-Mile sanitary sewer line, GEO Group can now connect directly into the 33-Mile sewer line and become a City of Casper customer.

GEO Group receives water service from the Pioneer Water and Sewer District.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary.

The Casper Public Utilities Advisory Board conceptually approved the contract at its April 25, 2018 meeting and has recommended Council approval.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

GEO Group Inc.  
Contract for Outside-City Water Service

Attachments

Resolution

Agreement

Commitment to Annex

## CONTRACT FOR OUTSIDE-CITY SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and GEO Group, Inc., 35 Fairfield Place, West Caldwell, New Jersey 07006; hereinafter referred to as "Owner."

### RECITALS

A. Owner is the owner of certain land as described in Exhibit "A" with a physical address of 10007 Landmark Lane, being a portion of Section 19, Township 34 North, Range 80 West of the 6<sup>th</sup> P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,

B. The 33-Mile Sanitary Sewer Main is available to service this property; and,

C. Owner desires to obtain sewer service from City for such property as described in Exhibit "A"; and,

D. Owner and City have agreed to sewer service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

#### 1. Service

- a. The properties served shall be limited to that described in Exhibit "A." No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. The Owner shall be allotted one sewer service connection(s) to the property as shown on Exhibit "A." No other properties may be served from this connection.
- c. The Owner shall, at its sole cost and expense, install the sewer service line(s) from the City sewer main (33-Mile Sewer) to the building(s) to be served.
- d. A 3" sewer force main has been installed parallel to the 33-Mile Sewer Line and extended to a point that the Owner can connect to it. The 3" force main, owned by GEO Group, Inc., was constructed and tied into the 33-Mile Sewer Line, in accordance with the then-prevailing costs and procedures, and in accordance with the then-existing City standards and specifications.
- e. The Owner shall be responsible for obtaining easements from other property owners for the sewer service lines as needed at its sole cost and expense.

2. Right of Inspection

The City shall have the right to inspect all sewer system construction. All sewer system construction must meet City requirements. Before connection of the sewer services to any building, all work must be accepted and approved by the City.

3. Charges for Service

- a. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with sewer. Payment will be made prior to actual receipt of sewer service provided by the City.
- b. The outside-City sewer system investment charge shall be based on one, 3/4-inch Pioneer Water and Sewer District water connection made at the Community Education Centers (CEC) office building and one 4-inch Pioneer Water and Sewer District water connection made at the CEC main building.
- c. The monthly sewer bill shall be based on the CEC wintertime water usage as reported to the City of Casper by the Pioneer Water & Sewer District.
- d. The charge for sewer service provided shall be at the City's existing rates as the same shall apply from time to time for all retail outside-City sewer service, until such time as said property is annexed into the City of Casper. After annexation the rates will be the existing rates for retail inside-City sewer service.

4. Regulation

The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service, and all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Construction Term

The Owner shall be allowed two (2) years from the date of this Agreement to complete the sewer service line construction and necessary improvements as set forth herein. Should the construction not be completed within this time period, this Agreement shall automatically be null and void.

6. Annexation

The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The

Owner and its mortgagee(s) shall execute a commitment to annex their property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this Agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

7. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements in the area at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

8. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.

- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

9. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property as set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only



parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:  

Owner Info	City of Casper
GEO Group, Inc.	Attn: Public Services Director
<del>35 Fairfield Place</del>	200 North David
<del>West Caldwell, New Jersey 07006</del>	Casper, WY 82601
ONE PARK PLACE, STE 700	
621 NORTHWEST 53RD ST.	
BOCA RATON, FL 33487	
- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter

into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter Smith

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur D. Tremel  
City Clerk

Ray Pacheco  
Mayor

ATTEST:

OWNER:  
GEO Group, Inc.  
35 Fairfield Place  
West Caldwell, New Jersey 07006

Thomas A. Grogan

Mr. Joshua Brown, Facility Director  
Bruce VP - REAL ESTATE

The undersigned mortgagee for GEO Group, Inc., hereby agrees to, consents, and ratifies this agreement.

Date \_\_\_\_\_

\_\_\_\_\_  
MORTGAGEE

*N/A*

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

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

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

FLORIDA  
STATE OF WYOMING )  
PALM BEACH ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 25<sup>th</sup> day of September, 2018,  
by Joshua Brown as Facilities Director of GEO Group, Inc.  
BRUCE BROWN VICE PRESIDENT - REAL ESTATE

(seal)

*Jackeline Rivera Santiago*  
NOTARY PUBLIC

My commission expires: 9/10/20



STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

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

~~(seal)~~

~~NOTARY PUBLIC~~

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

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

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

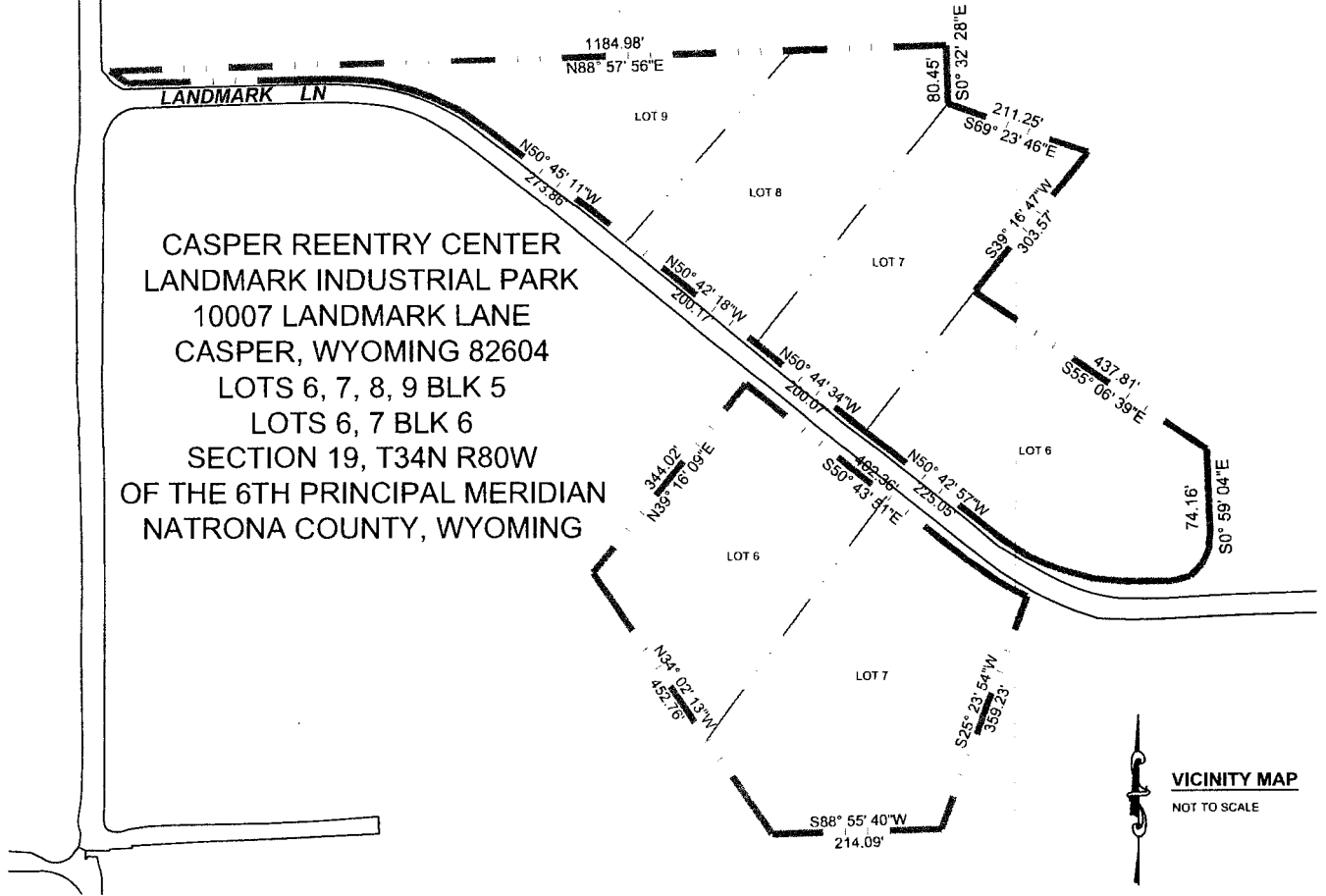
(seal)

NOTARY PUBLIC

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

# EXHIBIT "A" LOCATION MAP

CASPER REENTRY CENTER  
 LANDMARK INDUSTRIAL PARK  
 10007 LANDMARK LANE  
 CASPER, WYOMING 82604  
 LOTS 6, 7, 8, 9 BLK 5  
 LOTS 6, 7 BLK 6  
 SECTION 19, T34N R80W  
 OF THE 6TH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING



# VICINITY MAP

PROPOSED  
 SERVICE  
 LOCATION

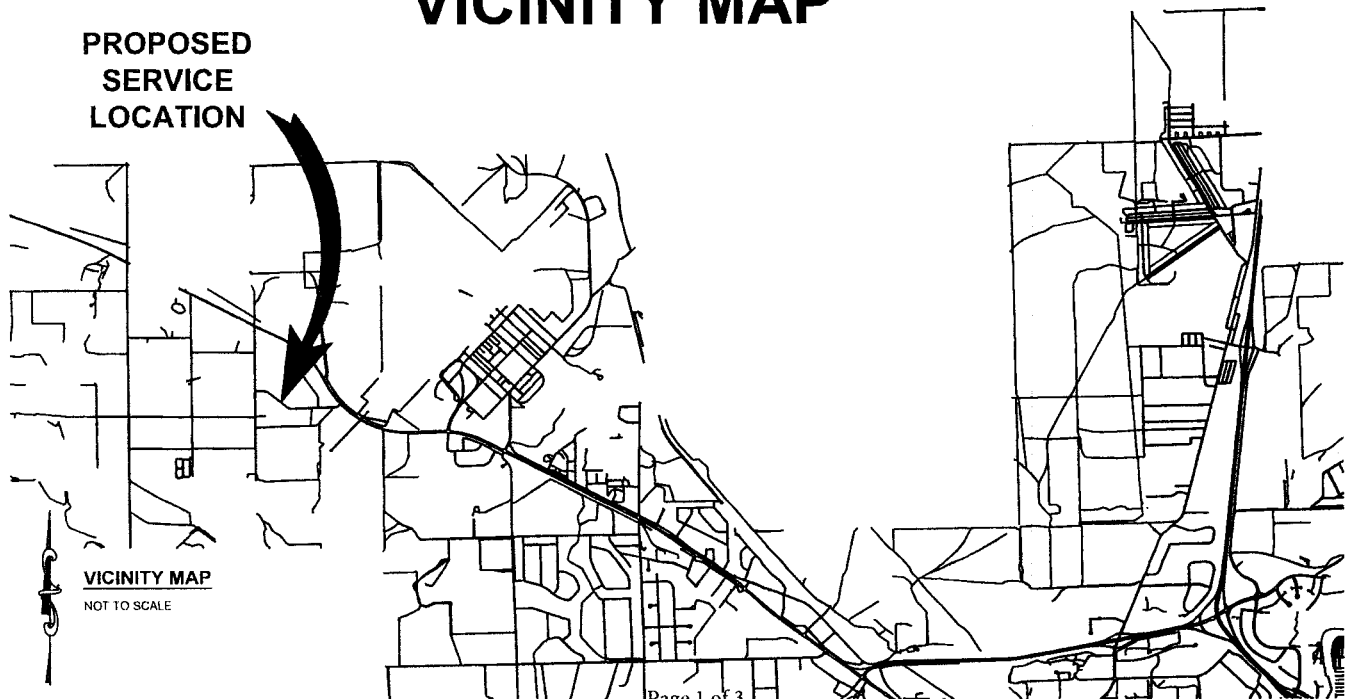


EXHIBIT "A"

PROPERTY DESCRIPTION

CASPER REENTRY CENTER  
LANDMARK INDUSTRIAL PARK  
10007 LANDMARK LANE  
CASPER, WYOMING 82604

Two Parcels located in and being all of Lots 6, 7, 8, and 9, Block 5 and Lots 6 and 7, Block 6, Landmark Industrial Park, a subdivision of a portion of Section 19, Township 34 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming as recorded in the office of the Natrona County Clerk on October 14, 1980 as Instrument No. 300043 and being more particularly described by metes and bounds in two Parcels as follows:

PARCEL 1: (Lots 6, 7, 8 and 9, Block 5)

Beginning at the northwesterly corner of the Parcel being described and said Lot 9, Block 5; thence along the northerly line of said Lots 9 and 8, N.88°57'56"E., 1184.98 (N.88°59'58"E., 1184.82) feet to the northeasterly corner of said Lot 8; thence along the easterly line of said Lot 8, S.0°32'28"E., 80.45 (S.1°00'02"E., 80.89) feet to the northwesterly corner of said Lot 7; thence along the northerly line of said Lot 7, S.69°23'46"E., 211.25 (S.69°19'31"E., 211.12) feet to the northeasterly corner of said Lot 7; thence along the easterly line of said Lot 7, S.39°16'47"W., 303.58 (S.39°21'W., 303.57) feet to the northwesterly corner of said Lot 6; thence along the northerly line of said Lot 6, S.55°06'39"E., 437.81 (S.55°15'31"E., 439.42) feet to the northeasterly corner of said Lot 6; thence along the easterly line of said Lot 6, S.0°59'04"E., 74.16 (S.1°00'38"E., 74.01) feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 59.85 (60.00) feet and through a central angle of 90°07'19" (90°00'), southwesterly, 94.13 (94.25) feet to a point of compound curve; thence along the arc of a true curve to the right, having a radius of 389.84 (389.32) feet and through a central angle of 40°20'03" (40°21'38"), northwesterly, 274.43 (274.25) feet to a point of tangency; thence along the southwesterly line of said Lot 6, N.50°42'57"W., 225.05 (N.50°39'W., 225.00) feet to the southeasterly corner of said Lot 7; thence along the southwesterly line of said Lot 7, N.50°44'34"W., 200.07 (N.50°39'W., 200.00) feet to the southeasterly corner of said Lot 8; thence along the southwesterly line of said Lot 8, N.50°42'18"W., 200.17 (N.50°39'W., 200.00) feet to the southeasterly corner of said Lot 9; thence along the southwesterly line of said Lot 9, N.50°45'11"W., 273.86 (N.50°39'W., 273.80) feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 405.99 (405.21) feet and through a central angle of 40°16'52" (40°21'02"), northwesterly, 285.43 (285.37) feet to a point of tangency; thence S.88°57'56"W., 278.50 (S.88°59'58"W., 279.31) feet to the southwesterly corner of said Parcel; thence along the westerly line of said Parcel, N.0°15'39"E., 10.05 (N.0°17'41"E., 10.00) feet to the Point of Beginning and containing 8.44 acres, more or less.

PARCEL 2: (Lots 6 and 7, Block 6)

Beginning at the southeasterly corner of the Parcel being described and said Lot 7, Block 6; thence along the southerly line of said Lot 7, S.88°55'40"W., 214.09 (S.89°01'49"W., 214.04) feet to the southwesterly corner of said Lot 7; thence along the southwesterly line of said Lots 7 and 6, N.34°02'13"W., 452.76 (N.33°59'02"W., 453.00) feet to the southwesterly corner of said Lot 6; thence along the northwesterly line of said Lot 6, N.39°16'09"E., 344.02 (N.39°21'E., 343.93) feet to the northwesterly corner of said Lot 6; thence along the northeasterly line of said Lots 6 and 7, S.50°43'51"E., 402.36 (S.50°39'E., 402.20) feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 449.32 (449.32) feet and through a central angle of 13°57'27" (13°57'27"), southeasterly, 109.46 (109.46) feet to the northeasterly corner of said Lot 7; thence along the easterly line of said Lot 7, S.25°23'54"W., 359.23 (S.25°23'33"W., 359.24) feet to the Point of Beginning and containing 5.281 acres, more or less.

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

We, The GEO GROUP, INC., respectively the owner(s) ~~and mortgagee~~ of the following described real estate located in Natrona County, to-wit:

**GEO GROUP, INC.  
10007 LANDMARK LANE  
CASPER, WYOMING 82604  
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the said Owner ~~and Mortgagee~~, and their heirs, successors, and assigns forever.

GEO Group, Inc.  
AS OWNER:

9/25/2018  
Date

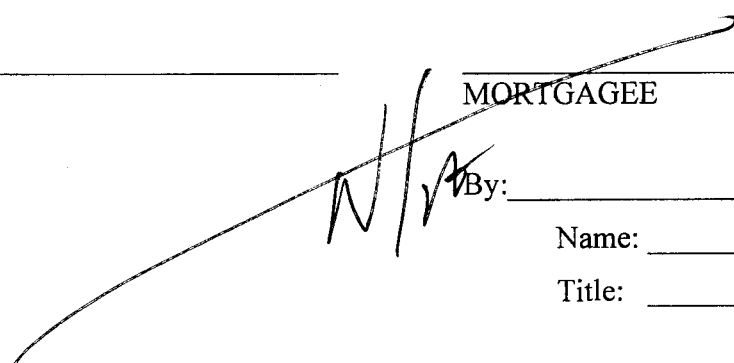
By: 

Name: BRUCE Joshua Brown

Title: V.P. - REAL ESTATE Facilities Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
MORTGAGEE

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

FLORIDA  
STATE OF ~~WYOMING~~ )  
PALM BEACH ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this 25<sup>th</sup> day of SEPTEMBER  
2018, by ~~Joshua Brown~~, as ~~Facility Director~~ of GEO Group, Inc.  
BROWN VICE PRESIDENT - REAL ESTATE

SEAL

Jackeline R. Santiago  
Notary Public

My commission expires: 9/10/20



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

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

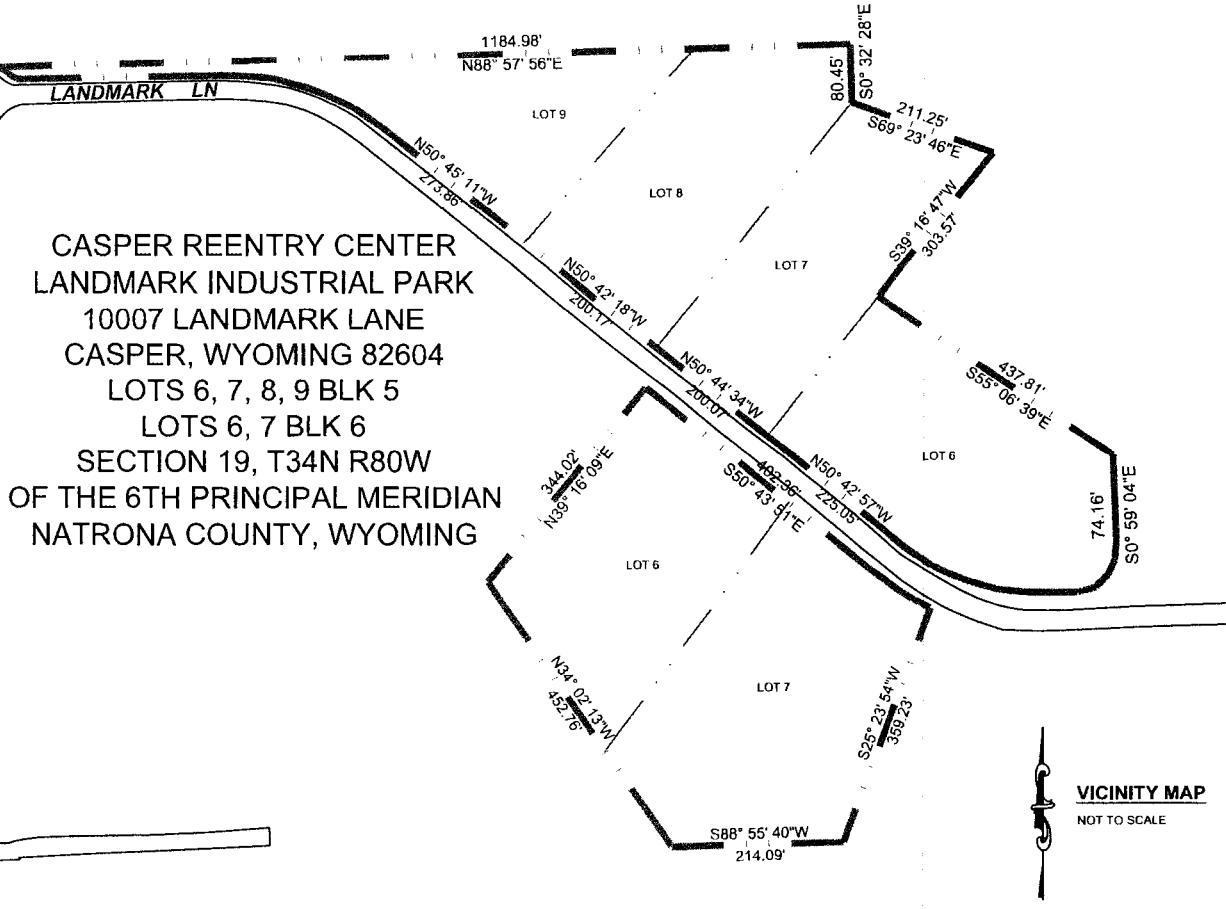
SEAL

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

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



# EXHIBIT "A" LOCATION MAP



# VICINITY MAP

**PROPOSED  
SERVICE  
LOCATION**

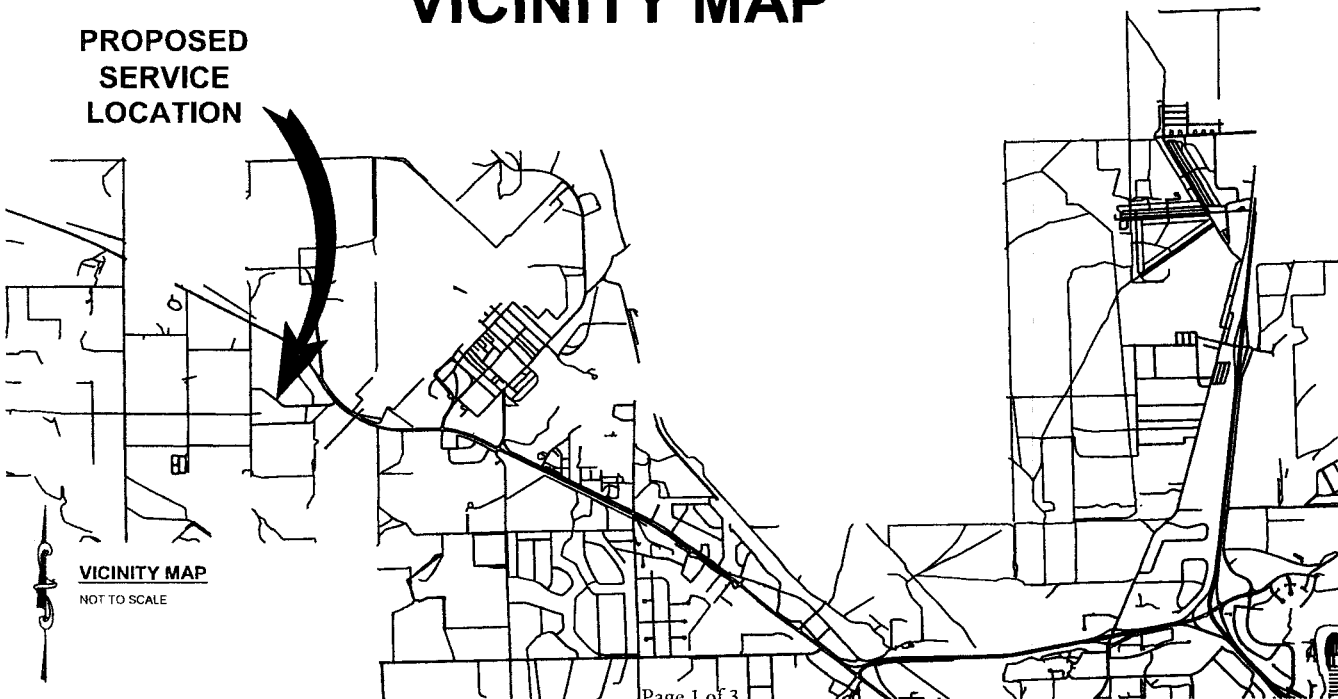


EXHIBIT "A"

PROPERTY DESCRIPTION

CASPER REENTRY CENTER  
LANDMARK INDUSTRIAL PARK  
10007 LANDMARK LANE  
CASPER, WYOMING 82604

Two Parcels located in and being all of Lots 6, 7, 8, and 9, Block 5 and Lots 6 and 7, Block 6, Landmark Industrial Park, a subdivision of a portion of Section 19, Township 34 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming as recorded in the office of the Natrona County Clerk on October 14, 1980 as Instrument No. 300043 and being more particularly described by metes and bounds in two Parcels as follows:

PARCEL 1: (Lots 6, 7, 8 and 9, Block 5)

Beginning at the northwesterly corner of the Parcel being described and said Lot 9, Block 5; thence along the northerly line of said Lots 9 and 8, N.88°57'56"E., 1184.98 (N.88°59'58"E., 1184.82) feet to the northeasterly corner of said Lot 8; thence along the easterly line of said Lot 8, S.0°32'28"E., 80.45 (S.1°00'02"E., 80.89) feet to the northwesterly corner of said Lot 7; thence along the northerly line of said Lot 7, S.69°23'46"E., 211.25 (S.69°19'31"E., 211.12) feet to the northeasterly corner of said Lot 7; thence along the easterly line of said Lot 7, S.39°16'47"W., 303.58 (S.39°21'W., 303.57) feet to the northwesterly corner of said Lot 6; thence along the northerly line of said Lot 6, S.55°06'39"E., 437.81 (S.55°15'31"E., 439.42) feet to the northeasterly corner of said Lot 6; thence along the easterly line of said Lot 6, S.0°59'04"E., 74.16 (S.1°00'38"E., 74.01) feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 59.85 (60.00) feet and through a central angle of 90°07'19" (90°00'), southwesterly, 94.13 (94.25) feet to a point of compound curve; thence along the arc of a true curve to the right, having a radius of 389.84 (389.32) feet and through a central angle of 40°20'03" (40°21'38"), northwesterly, 274.43 (274.25) feet to a point of tangency; thence along the southwesterly line of said Lot 6, N.50°42'57"W., 225.05 (N.50°39'W., 225.00) feet to the southeasterly corner of said Lot 7; thence along the southwesterly line of said Lot 7, N.50°44'34"W., 200.07 (N.50°39'W., 200.00) feet to the southeasterly corner of said Lot 8; thence along the southwesterly line of said Lot 8, N.50°42'18"W., 200.17 (N.50°39'W., 200.00) feet to the southeasterly corner of said Lot 9; thence along the southwesterly line of said Lot 9, N.50°45'11"W., 273.86 (N.50°39'W., 273.80) feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 405.99 (405.21) feet and through a central angle of 40°16'52" (40°21'02"), northwesterly, 285.43 (285.37) feet to a point of tangency; thence S.88°57'56"W., 278.50 (S.88°59'58"W., 279.31) feet to the southwesterly corner of said Parcel; thence along the westerly line of said Parcel, N.0°15'39"E., 10.05 (N.0°17'41"E., 10.00) feet to the Point of Beginning and containing 8.44 acres, more or less.

PARCEL 2: (Lots 6 and 7, Block 6)

Beginning at the southeasterly corner of the Parcel being described and said Lot 7, Block 6; thence along the southerly line of said Lot 7, S.88°55'40"W., 214.09 (S.89°01'49"W., 214.04) feet to the southwesterly corner of said Lot 7; thence along the southwesterly line of said Lots 7 and 6, N.34°02'13"W., 452.76 (N.33°59'02"W., 453.00) feet to the southwesterly corner of said Lot 6; thence along the northwesterly line of said Lot 6, N.39°16'09"E., 344.02 (N.39°21'E., 343.93) feet to the northwesterly corner of said Lot 6; thence along the northeasterly line of said Lots 6 and 7, S.50°43'51"E., 402.36 (S.50°39'E., 402.20) feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 449.32 (449.32) feet and through a central angle of 13°57'27" (13°57'27"), southeasterly, 109.46 (109.46) feet to the northeasterly corner of said Lot 7; thence along the easterly line of said Lot 7, S.25°23'54"W., 359.23 (S.25°23'33"W., 359.24) feet to the Point of Beginning and containing 5.281 acres, more or less.

RESOLUTION NO. 18-228

A RESOLUTION AUTHORIZING A CONTRACT FOR  
OUTSIDE-CITY SEWER SERVICE WITH GEO GROUP, INC.

WHEREAS, GEO Group, Inc. has requested outside-City sewer service from the City of Casper; and,

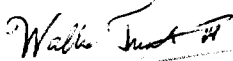
WHEREAS, a contract for providing such sewer service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Sewer Service with GEO Group, Inc., 35 Fairfield Place, West Caldwell, New Jersey 07006.

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

October 16, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing Change Order No. 4 with Caspar Building Systems, Inc., in the amount of \$29,508.97, for the Casper Fire-EMS Station #5, Project No. 16-050

Meeting Type & Date

Regular Council Meeting  
November 6, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize Change Order #4 to the agreement with Caspar Building Systems, Inc., (Caspar), for Fire Station #5, Project No. 16-050, in the amount of \$29,508.97.

Summary

Caspar Building Systems, Inc., is currently under contract for construction of Fire/EMS Station No. 5. During a review of the job site by fire crew members, concerns were expressed about the proposed concrete drive that will serve as the access for engines entering the apparatus bay. Crew members felt that the turn to enter the bays would be tight to make with the engine. The fire crew brought an engine to the jobsite to try the turn based on the staking for the concrete drive. The crew was able to make the turn and position the engine to enter the apparatus bay, but it was the crew's suggestion that some additional turn radius would provide a safer approach to the bays and would mitigate the risk of damaging an engine or the building when operating in less than ideal conditions.

A change order was requested by City Staff to modify the apparatus drive and extend the turning radius for the engines by 10 feet which will require approximately 36 cubic yards of additional concrete as well modifications to other contract work. Caspar Building Systems, Inc. provided a proposal for \$29,508.97 to perform the additional work.

The City's Architect on this project, GSG Architecture has reviewed this change order request, finds it reasonable, and recommends approval.

Financial Considerations

Change Order No. 4 will increase the total Contract Amount to \$3,031,658.44. Funding for CO#4 will come from contingency for the project and will reduce the contingency amount to \$73,553.56.

Oversight/Project Responsibility

GSG Architecture

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

Attachments

Change Order No. 4 prepared by GSG Architecture.

Resolution

PROJECT: **CASPER FIRE-EMS STATION NO. 5**

#: **GSG 2012**

CO #: **04**

Owner  
 Contractor

Architect  
 Consultant

Other

DATE: 10/12/18  
 CONTRACT DATE: 3/8/18  
 BY: Britney Sulzen

You are hereby directed to make the following change(s) in this Contract:

Mofication to approach radius concrete paving \$29,508.97

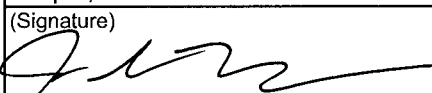
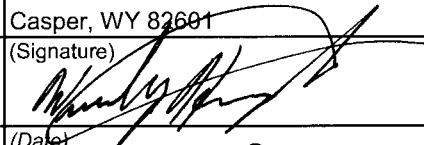
Note: In acceptance of this change, the landscaping work will not be complete by the final completion date of February 2019 and would be pushed into the summer of 2019. It is assumed that building occupancy will not be affected by this change.

**TOTAL ADD      \$29,508.97**

**Not valid until signed by the Owner, Architect and Contractor.**

The original Contract Sum was .....	\$2,985,212.00
Net change by previously authorized Change Orders .....	\$16,937.47
The Contract Sum prior to this Change Order was .....	\$3,002,149.47
The Contract Sum will be (increased) by this Change Order in the amount of .....	\$29,508.97
The new Contract Sum including this Change Order.....	\$3,031,658.44
The Contract Time will be increased by.....	0 days.
The Date of Substantial Completion as of the date of this Change Order therefore is	<b>25-Jan-19</b>

NOTE: This summary does not reflect changes in the Contract Time or Contract Sum which have been authorized by Construction Change Directive.

ARCHITECT NAME/ADDRESS	CONTRACTOR NAME/ADDRESS	OWNER NAME/ADDRESS
<b>GSG Architecture</b> 606 South David Street Casper, WY 82601	<b>Caspar Building Systems</b> 1975 Old Salt Creek HWY Casper, WY 82601	<b>City of Casper</b> 200 N. David Casper, WY 82601
(Signature) 	(Signature) 	(Signature)
(Date) 10-16-2018	(Date) 10-16-18	(Date)



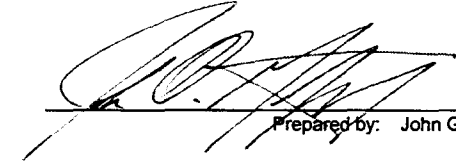
**CASPAR BUILDING  
SYSTEMS, INC.**  
GENERAL CONTRACTORS

**COST ESTIMATE  
BREAKDOWN OF COSTS**

PROJECT: Casper Fire - EMS Station #5

Date: 10.5.18

COST ESTIMATE NO: 009



Prepared by: John Griffith

REASON FOR CHANGE: Requested Drive Modifications **OPTION #1**

RESP	DIV.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	LABOR	MATERIAL	SUBCONTRACT	OTHER	ADD	DEDUCT	
ACT	31	Move excess dirt, prep sub-grade, add base material for proposed modification to entry drive	1	ls				\$ 7,100.00		\$ 7,100.00		
CBSI	3	Additional reinforcing dowels per joint notes on C4.0 (Teton Steel)	1	ls			\$ 840.00			\$ 840.00		
CBSI	3	Form, Reinforce, place, additional site concrete	36	cy	\$ 425.00					\$ 15,300.00		
ECS	1	Additional Staking / surveying	1	ls				\$ 1,800.00		\$ 1,800.00		
AAA	32	Landscaping Impact (complete in Spring 2019, increase in plant material cost)	1	ls				\$ 1,800.00		\$ 1,800.00		
<b>SUBTOTALS:</b>							840.00	\$	10,700.00	\$	-	\$ 26,840.00

**NOTES:** The costs noted above represent the additional labor, material, and equipment required to complete the additional dirt and concrete work indicated for **OPTION 1 ONLY** on the proposed drive modifications. This estimate is based on quantities given on this drawing, actual costs may change based on final design. This estimate also assumes all existing and completed grades will not change and that any excess dirt from this work can be used on-site. This estimate does not include any costs related to weather impacts, and CBSI reserves the right to apply for winter condition should they arise and impact the scope of this work.

Please note, should this change be accepted, the landscaping work will not be completed in 2018. Final completion of the project will be extended into 2019, until the landscaping can be completed. It is assumed that building occupancy will not be affected by this change.

ADD SUBTOTAL	\$ 26,840.00
DEDUCT SUBTOTAL	\$ -
SUBTOTAL	\$ 26,840.00
BONDS (1%)	\$ 268.40
INSURANCE (.8%)	\$ 214.72
CBSI FEE (8%)	\$ 2,185.85
<b>TOTAL COST</b>	<b>\$ 29,508.97</b>

ACCEPTED:

City of Casper : \_\_\_\_\_

DATE: \_\_\_\_\_

GSG Architecture: \_\_\_\_\_

DATE: \_\_\_\_\_



# APPLIED CONSTRUCTION TECHNOLOGIES, INC.

5474 Coates Road Casper, WY 82604 Phone 307-472-1217 Fax 307-472-1980 westbrookcmw@msn.com

## Estimate

Name / Address
Casper Building Systems Wes Hayden whayden@casparbuldingsystems.com

Date	Estimate #
10/5/2018	668

			Project
Description	Qty	Rate	Total
Casper fire #5 additional drive turning radius			
Option 1. Move excess dirt for new drive, moisture condition and compact, install base, compact, prep for curb and gutter, prep for paving, re-grade new drainage swale,	1	7,100.00	<b>7,100.00</b>
Option 2 Same as option 1, plus extend drain pipe,	1	3,500.00	<del>3,500.00</del>
<p>Option 2 is in addition to option 1 and is to be done at same time as option 1</p> <p>Mapping by ECS will need to be provided to us so we can have the gps model built</p> <p>We assume all grades will stay the same and no grade changes will be modified from original plans</p> <p>Assume all sections will be same as plans</p> <p>Assume all excess dirt will be put in stock pile on site</p>			
<b>Total</b>			<del>\$10,600.00</del>

*A Professional company with over 17 years in the construction industries.*

RESOLUTION NO.18-229

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4 TO THE AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR THE CASPER FIRE-EMS STATION #5, PROJECT NO. 16-50

WHEREAS, the City of Casper desires to modify the scope of work for the Casper Fire-EMS Station #5, Project No. 16-50; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services specified as Change Order No. 4 to the agreement for modifications to the project scope of the Fire-EMS Station #5, Project No. 16-50; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 4 to the agreement with Caspar Building Systems, Inc., to modify the scope of work for the Fire-EMS Station #5, Project No. 16-50, in the amount of Twenty-Nine Thousand Five Hundred Eight and 97/100 Dollars (\$29,508.97).

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, for a total contract amount of Three Million Thirty-One Thousand Six Hundred Fifty-Eight and 44/100 Dollars (\$3,031,658.44).

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

October 19, 2018

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Authorizing an Agreement with Andreen Hunt Construction, Inc., in the Amount of \$256,645.00, for the Lower Eastdale Creek Channel Improvements – Phase 2, Project No. 15-083.

Meeting Type & Date  
Regular Council Meeting  
November 6, 2018

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Andreen Hunt Construction, Inc., for construction of the Lower Eastdale Creek Channel Improvements – Phase 2, Project No. 15-083, for the base bid amount of \$256,645.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$23,355.00, for a total project amount of \$280,000.00.

Summary

On October 19, 2018, bids were received from four (4) contractors for construction of the Lower Eastdale Creek Channel Improvements – Phase 2 Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Andreen Hunt Construction</b>	<b>Mills, Wyoming</b>	<b>\$ 256,645.00</b>
Wayne Coleman Construction	Mills, Wyoming	\$ 315,307.00
Knife River	Casper, Wyoming	\$ 321,843.00
71 Construction	Casper, Wyoming	\$ 406,869.71

The Engineering Office estimate for the project was \$330,000.00.

The 2013 Stormwater Management Master Plan recommended and ranked various stormwater improvements projects. The Lower Eastdale Creek Channel Improvements project was identified as a priority in the master plan and includes installation of culverts and widening of the natural channel in order to reduce flooding of nearby public and private properties.

The Lower Eastdale Creek Channel Improvements – Phase 2 project will include the upsizing of

culverts near 700 Hereford Lane, as well as channel improvements upstream and downstream, covering approximately 1,200 feet in length. The project includes miscellaneous items such as road and street repairs related to culvert installation, and re-vegetation in the drainage channel. Construction of the improvements is to be completed by June 29, 2018.

Financial Considerations

Funding for the project will be from one-time, currently budgeted revenues from One Percent #14 funds for Stormwater.

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 Andreen Hunt Construction, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make improvements to the natural drainage channel and culverts on a portion of Lower Eastdale Creek; and,

WHEREAS, Andreen Hunt Construction, Inc., is able and willing to provide those services specified as the City of Casper, Lower Eastdale Creek Channel Improvements Phase 2, Project No. 15-083.

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, Lower Eastdale Creek Channel Improvements Phase 2, Project No. 15-083.

ARTICLE 2. ENGINEER.

The Project has been designed by Inberg-Miller Engineers, Inc., 1120 East "C" Street, 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 15, 2019, and completed and ready for final payment in accordance with Article 14 of the General Conditions by June 29, 2019.
- 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 Two Hundred Fifty-Six Thousand Six Hundred Forty-Five and 00/100 Dollars (\$256,645.00), 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. 1,2,3.
- 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.

Andreen Hunt Construction, Inc.

Lower Eastdale Creek Channel Improvements Phase 2, Proj. No. 15-083



- 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: Lower Eastdale Creek Channel Improvements Phase 2 – Sheets 1 – 17

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:

(Lower Eastdale Creek Channel Improvements Phase 2, Project 15-083)

Walker Street

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

ATTEST:

CONTRACTOR:

Andreen Hunt Construction, Inc.

PO Box 1175

Mills, WY 82644

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  
   **Lower Eastdale Creek Channel Improvements Phase 2**  
   **Project No. 15-083**

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

1.    The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **June 15, 2019**, and completed and ready for final payment not later than **June 29, 2019**, in accordance with the Bidding Documents.
  
2.    Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
  
3.    Notice that preferences will be granted pursuant to Wyoming Statutes Section 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>  10/17  </u>
Addendum No. <u>    2    </u>	Dated <u>  10/18  </u>
<u>    3    </u>	<u>  10/18  </u>
  
  - B.    Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

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

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

5. Bidder 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: \$ 256,645.00  
TOTAL BASE BID, IN WORDS: two-hundred fifty-six thousand, six hundred forty-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. Copy of Certificate of Residency, if bidding as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Andreen Hunt Const., Inc.  
PO BOX 1175  
Mills, WY 82644

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

Submitted on 10/19/2018, \_\_\_\_\_.

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: \_\_\_\_\_ **Andreen Hunt Const., Inc.** (seal)

(Corporation's or Limited Liability Company's Name)  
PO BOX 1175  
Mills, WY 82644

\_\_\_\_\_ Wyoming  
(State of Incorporation or Organization)

By: Dale E. Am (seal)

(Title) PRES

(Seal) Attest: W. Dale

Business Address: \_\_\_\_\_ **Andreen Hunt Const., Inc.**  
PO BOX 1175  
Mills, WY 82644

Phone Number: \_\_\_\_\_ 307-265-1405

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**  
**LOWER EASTDALE CREEK CHANNEL IMPROVEMENTS - PHASE 2**  
 Project No. 15-083

**Bid Date: October 19, 2018**

**COMPANY NAME: Andreen Hunt Const., Inc**

**ADDRESS: PO BOX 1175 Mills, WY 82644**

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

LS = Lump Sum  
 SY = Square Yard

R&R = Remove and Replace  
 FA = Force Account

LF = Linear Feet  
 CY = Cubic Yard  
 F&I = Furnish and Install  
 EA = Each

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization/Demobilization	LS	1	\$21,000.00	\$21,000.00
2	F&I Temporary Traffic Control	LS	1	\$1,000.00	\$1,000.00
3	Clearing & Grubbing	LS	1	\$17,000.00	\$17,000.00
4	F&I 8'x4' Box Culvert	LF	72	\$900.00	\$64,800.00
5	Excavate & Dispose of Waste Soil Material	CY	2,440	\$11.00	\$26,840.00
6	F&I Cast-in-Place Concrete Headwall/Wingwall Structures	CY	36	\$1,400.00	\$50,400.00
7	F&I Concrete Valley Gutter (4' Wide - 6"6")	LF	45	\$55.00	\$2,475.00
8	F&I Riprap, d-50 = 6 Inches (6")	CY	25	\$150.00	\$3,750.00
9	F&I Wire-Enclosed Riprap (Gabion Baskets) as Erosion Bars	CY	20	\$600.00	\$12,000.00
10	F&I 18" RCP Storm Sewer Pipe	LF	16	\$45.00	\$720.00
11	F&I 18" RCP Storm Sewer Flared Ends	EA	1	\$700.00	\$700.00
12	F&I 8" PVC Drain Pipe Extension	LF	30	\$21.00	\$630.00
13	F&I Dry Land Seeding (City of Casper - Type 2)	AC	1.50	\$1,700.00	\$2,550.00
14	F&I Wetland Seeding	AC	0.40	\$2,200.00	\$880.00
15	F&I Erosion Control Blanket	SY	4,700	\$2.50	\$11,750.00
16	Unclassified Excavation (Earthwork on Site)	CY	2,000	\$11.00	\$22,000.00
17	R&R Topsoil	CY	1,500	\$8.00	\$12,000.00
18	Remove & Dispose of Construction Debris by 10YD Truck Load	EA	15	\$250.00	\$3,750.00
19	Storm Water Pollution Prevention Plan (SWPPP)	LS	1	\$2,400.00	\$2,400.00
<b>TOTAL BASE BID</b>					<b>\$256,645.00</b>

RESOLUTION NO.18-230

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ANDREEN HUNT CONSTRUCTION, INC., FOR THE LOWER EASTDALE CREEK CHANNEL IMPROVEMENTS – PHASE 2, PROJECT NO.15-083.

WHEREAS, the City of Casper desires to perform channel improvements to alleviate flooding along the lower portion of Eastdale Creek; and,

WHEREAS, Andreen Hunt Construction, Inc., is able and willing to provide those services specified as the Lower Eastdale Creek Channel Improvements – Phase 2, Project 15-083; 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 Knife River, Inc., for those services, in the amount of Two Hundred Fifty-Six Thousand Six Hundred Forty-Five and 00/100 Dollars (\$256,645.00).

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 Two Hundred Fifty-Six Thousand Six Hundred Forty-Five and 00/100 Dollars (\$256,645.00), and Twenty-Three Thousand Three Hundred Fifty-Five and 00/100 Dollars (\$23,355.00) for a construction contingency account, for a total price of Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00).

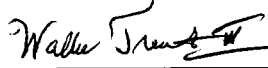
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration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

(Lower Eastdale Creek Channel Improvements – Phase 2, Project 15-083)

  
\_\_\_\_\_



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

October 15, 2018

MEMO TO: J. Carter Napier City Manager   
FROM: Andrew B. Beamer, P.E., Public Services Director   
Andrew Colling, Engineering Tech  
SUBJECT: Change Order No. 2  
Fairdale Avenue Improvements, Project 18-032

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

Action Type  
Resolution

Recommendation:  
That Council, by resolution, authorize Change Order No. 2 with Wayne Coleman Construction, Inc., for a contract increase of \$41,500 and a time extension of 7 days, as part of the Fairdale Avenue Improvements, Project 18-032.

Summary:  
Wayne Coleman Construction, Inc., is under contract with the City of Casper for the Fairdale Avenue Improvements Project. The project consists of asphalt surface mill and overlay, concrete replacements, and storm sewer improvements along Fairdale Avenue between East 15<sup>th</sup> Street and Farnum Street.

It is recommended that the contract be increased by \$41,500 and the contract time be extended seven (7) days due to the need to install additional under drain, sub-excavate material, install separation fabric, and import new base material due to the presence of ground water and saturated sub-grade conditions beyond the limits originally expected and planned for.

Financial Considerations:  
Funding for this Change Order will be from FY18 Miscellaneous Residential Streets, 1%#15 Funds.

With the approval of this Change Order, the total contract amount with Wayne Coleman Construction, Inc., will be \$235,483 and the substantial completion date will become October 30, 2018.

Oversight/Project Responsibility:  
Andrew Colling, Engineering Tech

Wayne Coleman Construction, Inc.  
Fairdale Avenue Improvements  
Project No. 18-032

Attachments:

Resolution

Change Order No. 2

Change Order Request

CITY OF CASPER  
CHANGE ORDER

NO. Two (2)

PROJECT: Fairdale Avenue Improvements, Project 18-032

OWNER: City of Casper, Wyoming

CONTRACTOR: Wayne Coleman Construction, Inc.

ENGINEER: City of Casper, Engineering Department

You are directed to make the following changes in the Contract Documents:

Description:

During construction it was determined additional under drain be installed, additional sub excavation be completed, separation fabric, and base material be added due to the presence of ground water and saturated sub-grade conditions. It is recommended that the contract be extended 7 working days to complete the scope of work described in Change Order Request #180035-COR3 from Wayne Coleman Construction, Inc., dated October 2, 2018, which is attached and made a part of this document. In addition, 7 working days are requested due to the additional work.

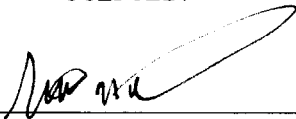
Attachments: Memo, Change Order Request

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$175,307	Original Contract Time: (days or date) Substantial completion: September 21, 2018 Final completion: September 28, 2018
Previous Change Orders No.: <u>--1--</u>	Net change from previous Change Orders (days): 28 Days
Contract Price prior to this Change Order: \$193,983	Contract Time prior to this Change Order: Substantial completion: October 19, 2018 Final completion: October 26, 2018
Net Increase change of this Change Order: \$41,500	Net Increase of this Change Order: 7 Days
Contract Price with all approved Change Orders: \$235,483	Contract Time with all approved Change Orders:(date) Substantial completion: October 30, 2018 Final completion: November 6, 2018

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:   
Contractor

BY:   
Engineer

BY: \_\_\_\_\_  
Owner



**CHANGE ORDER REQUEST**

WAYNE COLEMAN CONSTRUCTION, INC  
 PO Box 2440  
 Mills, Wyoming 82644  
 Phone: 307-265-3158 Fax: 307-265-3159  
[info@wcolemancorstruction.com](mailto:info@wcolemancorstruction.com)

**Date: 10/2/2018**

**COR #: 180035-COR3**

Requested Change Order Total:	\$	<b>41,500.00</b>
-------------------------------	----	------------------

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

Contact: Andrew Colling  
 E-Mail: [acolling@casperwy.gov](mailto:acolling@casperwy.gov)  
 Phone: 307-235-8206  
 Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Project: Fairdale Avenue Improvements - Project No. 18-032

Location: Casper, WY

The Contractor is directed by the Owner to make the following changes regarding the above described project:

Item No.	Description	Units	Unit of Measure	Unit Price	Amount
1	F&I 8" Perforated Pipe Under Drain	190.00	LF	\$ 85.00	\$ 16,150.00
2	F&I Storm Sewer Manhole	1.00	EA	\$ 4,000.00	\$ 4,000.00
3	Tie Sump Pump Drain into STMH #1	1.00	LS	\$ 1,250.00	\$ 1,250.00
4	Subexcavate and Install Foundation Material (310 CY plus 50 CY-Total 360 CY)	310.00	CY	\$ 60.00	\$ 18,600.00
5	Furnish and Install Geotextile Fabric, Mirifi S00, or Equivalent	1000.00	SY	\$ 1.50	\$ 1,500.00
6	Extention to Contract Completion Time - 7 Days	7.00	DAYS	\$ -	\$ -
<b>Change Order Total</b>					<b>\$ 41,500.00</b>

APPROVED BY OWNER/ENGINEER/CONTRACTOR: City of Casper BY: DATE:	APPROVED BY SUBCONTRACTOR: Wayne Coleman Construction, Inc. BY: <i>Seth Coleman</i> DATE: 10/2/2018
--	--

RESOLUTION NO. 18-231

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR A CONTRACT INCREASE AND A TIME EXTENSION AS PART OF THE FAIRDALE AVENUE IMPROVEMENTS PROJECT.

WHEREAS, Wayne Coleman Construction, Inc., is performing services under the terms of an agreement with the City of Casper for the Fairdale Avenue Improvements Project; and,

WHEREAS, the City of Casper desires to increase the contract amount and extend the time of the contract because of additional work required to mitigate excessive groundwater and a saturated subgrade.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute Change Order No. 2 to the Agreement with Wayne Coleman Construction, Inc., for a contract increase of Forty-One Thousand Five Hundred Dollars (\$41,500) and a time extension of Seven (7) days.

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

October 26, 2018

MEMO TO: Carter Napier, City Manager *JCN*  
FROM: Keith McPheeters, Chief of Police *KMP 307*  
SUBJECT: Acceptance of the Edward Byrne Memorial Bureau of Justice Assistance Grant (JAG) Agreement for FY18

Meeting Type and Date:

Regular Council Meeting November 6, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize acceptance of a grant from the Edward Byrne Memorial Justice Assistance Grant (JAG), from the Department of Justice, Bureau of Justice Assistance (BJA), Office of Justice Programs, in the amount of Twenty Eight Thousand, One Hundred Seventy Three Dollars (\$28,173.00). The Casper Police Department will receive Sixteen Thousand, Seven Hundred Sixty Nine Dollars (\$16,769.00) and Natrona County will receive Eleven Thousand, Two Hundred Fifty Five Dollars (\$11,255.00).

Summary:

The Casper Police Department and Natrona County have been notified that the Edward Byrne Memorial Justice Assistance Grant (JAG), from the Department of Justice, Bureau of Justice Assistance (BJA), Office of Justice Programs desires to award the City of Casper and Natrona County a grant, in the amount of \$28,173.00. Monies shall be used for miscellaneous equipment and other services covered by the grant.

This grant is for the time period beginning upon the receipt of the grant in the year 2018, and shall terminate thirty six (36) months from the date of the Memorandum of Understanding or when the funds have been expended. Funding will come from the Department of Justice as outlined in the Memorandum of Understanding.

Financial Considerations:

The City will receive \$16,769.00 from this grant and there is no match requirement of the City of Casper for acceptance of this Grant.

Oversight/Project Responsibility:

Keith McPheeters, Chief of Police; Shane Chaney, Captain; and Vicky Macy, Budget Specialist.

Attachments:

MOU  
Resolution  
Budget Narrative  
Grant Award Sheet

**Budget Narrative**

**Applicants Name: City of Casper**

**Project Title: 2018 BJA JAG Equipment Procurement Project**

**Project Identifiers:**

- Firearms
- Equipment – Tactical
- Equipment – General

**Primary Point of Contact: Captain Shane Chaney**

The Casper Police Department plans to use its portion of this grant to provide necessary and lacking equipment for several units within the department. The equipment purchase will include the following:

- 41 Patrol Hand guns & Accessories

The Natrona County Sheriff's Officer plans to use its portion of this grant to purchase security and law enforcement equipment including:

- A Night Vision Device
- Emergency First Aid Supplies

**City of Casper Proposed Expenditure \$16,769.00**

**Natrona County Proposed Expenditure \$11,255.00**

**City Of Casper - Casper Police Department Budget**

ITEM	DETAILS	COST
Patrol Hand Gun (X41)	Glock M19 9mm with 3 Magazines	\$16,769.00
Hand gun Accessories		\$149.00
<b>TOTAL</b>		<b>\$16,769.00</b>

**Natrona County Sherriff's Office Budget**

ITEM	DETAILS	COST
Night Vision Binoculars	Sentinel GEN3 Night Vision Device w/ Laser designator and mounts	\$10,672.20
Tourniquets (X18)	S.T.A.T Tourniquets	\$342.83
Hemostatic Gauze (X6)	CELOX Rapid Hemostatic Gauze	\$252.49
<b>Total</b>		<b>\$11,267.52</b>
<b>JAG Grant Allocation</b>		<b>\$11,255.00</b>
<b>Difference Paid by NCSO</b>		<b>\$12,52.06</b>



## Project Abstract

Applicants Name: City of Casper

Project Title: 2018 BJA JAG Equipment Procurement Project

Project Identifiers:

- Firearms
- Equipment – Tactical
- Equipment – General

Primary Point of Contact: Captain Shane Chaney

The Casper Police Department plans to use its portion of this grant to provide necessary and lacking equipment for several units within the department. The equipment purchase will include the following:

- 41 Patrol Hand guns & Accessories

The Natrona County Sheriff's Officer plans to use its portion of this grant to purchase security and law enforcement equipment including:

- A Night Vision Device
- Emergency First Aid Supplies

City of Casper Proposed Expenditure **\$16,769.00**

Natrona County Proposed Expenditure **\$11,255.00**



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER

2018-DJ-BX-0198

PAGE 1 OF 1

This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Jeffrey S. Felten-Green  
(202) 514-8874

2. PROJECT DIRECTOR (Name, address & telephone number)

Donald Chaney  
Captain  
201 North David  
Casper, WY 82601  
(307) 235-8308

3a. TITLE OF THE PROGRAM

BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)

4. TITLE OF PROJECT

2018 BJA JAG Equipment Procurement Project

5. NAME & ADDRESS OF GRANTEE

City of Casper  
201 North David  
Casper, WY 82601

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2017 TO: 09/30/2021

8. BUDGET PERIOD

FROM: 10/01/2017 TO: 09/30/2021

9. AMOUNT OF AWARD

\$ 28,173

10. DATE OF AWARD

10/01/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

This Local JAG award will be shared by the County and one or more jurisdictions identified as disparate within the current Fiscal Year eligibility list ([www.bja.gov/Jag](http://www.bja.gov/Jag)). JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any



U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**Grant**

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Casper 201 North David Casper, WY 82601		4. AWARD NUMBER: 2018-DJ-BX-0198	
		5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2021	
2a. GRANTEE IRS/VENDOR NO. 836000051		6. AWARD DATE 10/01/2018	7. ACTION  Initial
2b. GRANTEE DUNS NO. 152720140		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE 2018 BJA JAG Equipment Procurement Project		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 28,173	
		11. TOTAL AWARD \$ 28,173	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ray Pacheco Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR    FUND CODE    BUD. ACT.    DIV. OFC.    REG.    SUB.    POMS    AMOUNT X            B            DJ            80            00            00                       28173			21. TDJUGT0756



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 2 OF 23

PROJECT NUMBER 2018-DJ-BX-0198

AWARD DATE 10/01/2018

*SPECIAL CONDITIONS*

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current data."





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21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.



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42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before



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award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.





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44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[ felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be



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detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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48. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

49. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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50. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

51. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

52. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

53. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

56. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.



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57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.



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60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Withholding of funds: NIBRS set-aside

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, a budget that clearly dedicates at least 3 percent of the total amount of the award to NIBRS compliance activities or documentation showing that the recipient has been certified as NIBRS compliant, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

63. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

64. Withholding - DHS question attachment

The recipient may not obligate, expend or draw down funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

65. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

66. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.

67. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.





U.S. Department of Justice  
Office of Justice Programs  
**Bureau of Justice Assistance**

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 23 OF 23

PROJECT NUMBER 2018-DJ-BX-0198

AWARD DATE 10/01/2018

*SPECIAL CONDITIONS*

68. Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down any award funds until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2016, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

69. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "Casper" and Natrona County, Wyoming, 200 North Center Street, Casper, Wyoming 82601, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Casper and County desire to share the FY 2018 Edward Byrne Memorial Justice Assistance Grant (JAG), The Casper Police Department will receive Sixteen Thousand, Seven Hundred Sixty Nine Dollars (\$16,769.00) and Natrona County will receive Eleven Thousand, Two Hundred Fifty Five Dollars (\$11,255.00).

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

1. SCOPE OF SERVICES:

This is an exclusive agreement between Casper and County. Casper shall serve as the applicant/fiscal services agent in all matters relating to the funds.

2. TIME OF PERFORMANCE:

The services of Casper shall begin immediately, and shall terminate thirty-six (36) months from the date of this Memorandum of Understanding, or when the funds have been expended, unless either party wishes to terminate said agreement, as provided in paragraph five below.

3. METHOD OF PURCHASE:

Purchases made with said funds shall be made by Casper. Casper will be the fiscal agent for County. Products or services ordered by County shall be invoiced to the City of Casper.

4. TERMINATION:

Casper may terminate this agreement, provided however, that Casper shall notify County, in writing of any such intention to terminate thirty (30) days before the effective date of the termination. County may terminate, without declaring a default, by also providing notice to Casper thirty (30) days before intended termination.

5. EXTENT OF AGREEMENT:

This Memorandum of Understanding represents the entire and integrated agreement between Casper and County, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Memorandum of Understanding may be amended only by written instrument signed by Casper and County.

IN WITNESS WHEREOF, Casper and County have executed this Memorandum of Understanding as of the date first above written.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

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Ray Pacheco  
Mayor

ATTEST:

NATRONA COUNTY WYOMING

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Renea Vitto  
County Clerk

---

John Lawson, Chairman  
Natrona County Commissioners

RESOLUTION NO. 18-232

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

WHEREAS, the City of Casper and Natrona County, Wyoming have been approved for a Justice Assistance Grant and,

WHEREAS, the City of Casper and Natrona County, Wyoming desire to enter into a Memorandum of Understanding concerning the expenditures of these funds.

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 Memorandum of Understanding with Natrona County, Wyoming, for the administration of a Bureau of Justice Assistance Grant, in the amount of Twenty Eight Thousand, One Hundred Seventy Three Dollars (\$28,173.00). The Casper Police Department will receive Sixteen Thousand, Seven Hundred Sixty Nine Dollars (\$16,769.00) and Natrona County will receive Eleven Thousand, Two Hundred Fifty Five Dollars (\$11,255.00).

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

October 22, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Keith McPheeters, Chief of Police *KMP*  
SUBJECT: Homeland Security Grant Acceptance

Meeting Type and Date:

Regular Council Meeting November 6, 2018

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize acceptance of a Grant award from the Wyoming Office of Homeland Security, in the amount of \$10,041, to be used to purchase breaching tools and other services covered by the Grant.

Summary:

The Casper Police Department has been notified that the Wyoming Office of Homeland Security desires to award the City of Casper a Grant, in the amount of Ten Thousand Forty One Dollars (\$10,041) for the Law Enforcement and Terrorism Prevention Oriented Activities (LETPA) Program, for a period from October 15, 2018 through June 30, 2020.

This Grant falls under the U.S. Department of Homeland Security's State Homeland Security Program (SHSP). The Casper Police Department desires to use the Grant funds to purchase breaching tools and other services covered by the Grant.

Financial Considerations:

None.

Oversight/Project Responsibility:

Chief of Police, Captain Chaney, and Vicky Macy

Attachments:

A resolution has been prepared for Council's consideration.  
Grant Agreement.

**GRANT BETWEEN  
WYOMING OFFICE OF HOMELAND SECURITY  
AND  
CITY OF CASPER**

**Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2018**

<b>Subrecipient:</b>	<b>City of Casper</b>
<b>DUNS #</b>	<b>152720140</b>
<b>Award Amount:</b>	<b>\$10,041.00</b>
<b>Period of Performance:</b>	<b>October 15, 2018 through June 30, 2020</b>
<b>CFDA #:</b>	<b>97.067</b>
<b>DHS Grant Code:</b>	<b>EMW-2018-SS-00065</b>
<b>Project ID:</b>	<b>18-SHSP-CAS-LP-HIT18</b>

1. **Parties.** The parties to this Grant are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002 and City of Casper (Subrecipient), whose address is: 201 N. David Street, Casper, WY 82601.
2. **Purpose of Grant.** The purpose of this Grant is to set forth the terms and conditions by which the Subrecipient shall support the investment of **IED/Terrorism Response** to improve the ability of **Casper Police Department** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Grant will help prevent terrorism and prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus.
3. **Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2018 Homeland Security Grant Program, State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53).
4. **Term of Grant.** This Grant is effective when all parties have executed it (Effective Date). The period of performance of the Grant is from October 15, 2018 through June 30, 2020. All services shall be completed during this term.

This Grant may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, which is attached to and incorporated into this Grant by this reference. Total payment under this Grant shall not exceed ten thousand, forty-one dollars and zero cents (\$10,041.00). Payment shall be made when services are completed, and made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Grant. Subrecipient shall submit all invoices within forty-five (45) days of the end of the grant award performance period.
- B. No payment shall be made for work performed before the Effective Date of this Grant. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Grant, payment under this Grant may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Grant shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) Air Travel. The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Grant. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipients shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) Personal Vehicle. The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) Car Rental. The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Grant. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Grant. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Grant. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

**6. Responsibilities of Subrecipient.**

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2018 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO) which can be found at [https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY\\_2018\\_HSGP\\_NOFO\\_FINAL\\_508.pdf](https://www.fema.gov/media-library-data/1526578809767-7f08f471f36d22b2c0d8afb848048c96/FY_2018_HSGP_NOFO_FINAL_508.pdf).
- B. Environmental and Historic Preservation (EHP).** Subrecipient with projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in DHS/FEMA/EHP review process prior to work being started. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- C. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the Fall deadline of each year during the entire period of this Grant.



- D. NIMS.** Subrecipients are required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipients shall update or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- E. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Grant using the Point of Contact Information Form provided by the Agency, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant.
- F. Procurement.** Subrecipient must use their own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- G. Equipment.**
- (i) Subrecipient may not use this Grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
  - (ii) Subrecipient shall ensure all equipment purchased with these Grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
  - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price

of the property. Subrecipient shall provide Agency with updated property records during the close-out of the Grant.

- (iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

**H. Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Grant should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

**I. Closeout.**

- (i) Subrecipient will submit a final project and financial report to the Agency within forty-five (45) days of the end of the Grant. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.
- (ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by Federal regulations applicable at the time of Grant. Subrecipients should keep detailed records of all transactions involving the Grant to included but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, cancelled checks. Failure to fully document all purchases may find their expenditures questioned and subsequently disallowed. Records must be maintained for three years after the close of the federal award.

**7. Responsibilities of Agency.** The Agency agrees to:

- A.** Pay Subrecipient in accordance with Section 4 above.
- B.** Be available to provide necessary and feasible technical advice requested by Subrecipient.
- C.** Notify Subrecipient of any state of federal determination of noncompliance. The Agency will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D.** Notify Subrecipient of the earliest possible time of the services, which may be affected by a shortage of funds.

- E. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Grant 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.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Grant may be terminated without penalty if a private entity that receives funds under this Grant:
  - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Grant without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. **Limitations on Lobbying Activities.** By signing this Grant, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Grant, cooperative agreement, or loan.
- F. **Monitoring Activities.** Agency shall have the right to monitor all activities

related to this Grant that are performed by Subrecipient or its subrecipients. 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 Grant; and to observe personnel in every phase of performance of Grant related work.

- G. Nondiscrimination.** The Subrecipient 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 Grant.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Grant, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Grant, Subrecipient 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 Grant 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, Subrecipient agrees to notify Agency 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 Grant.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. 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 Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency 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 Grant; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Grant. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Grant.

- M. Federal Audit Requirements.** Subrecipient 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. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipients agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- N. Non-Supplanting Certification.** Subrecipient 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. Subrecipient 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 Grant.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Grant must be used to increase the scope of the program or returned to Agency.

9. **General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed by all parties to this Grant.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Grant 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 Grant as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Grant and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Grant Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Grant without the prior written consent of the other party. The Subrecipient shall not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency 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 Grant, the Grant may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient 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 Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Grants.** The Agency may award supplemental or successor grants for work related to this Grant or may award grants to other subrecipients for work related to this Grant. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Certificate of Good Standing.** The Subrecipient shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Subrecipient is authorized to conduct business in the State of Wyoming, if required, before performing work under this Grant. Subrecipient shall ensure that annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Grant.
- H. Compliance with Laws.** The Subrecipient 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 Grant.
- I. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Grant, Subrecipient shall notify Agency within ten (10 days) of such request and shall not release information to a third party unless directed to do so by Agency.

- J. Entirety of Grant.** This Grant, consisting of thirteen (13) pages; and Attachment A, Project Description, consisting of one (1) page, represent the entire and integrated Grant between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Grant and the language of any attachment or document incorporated by reference, the language of this Grant shall control.
- K. Ethics.** Subrecipient 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 Subrecipient's profession.
- L. Extensions.** Nothing in this Grant shall be interpreted or deemed to create an expectation that this Grant will be extended beyond the term described herein. Any extension of this Grant shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Grant or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Grant.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Grant 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.
- N. Indemnification.** Each party to this Grant shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- O. Independent Subrecipient.** The Subrecipient shall function as an independent Subrecipient for the purposes of this Grant and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Grant, the Subrecipient shall be free from control or direction over the details of the performance of services under this Grant. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Grant and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure

to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Grant.

- P. Notices.** All notices arising out of, or from, the provisions of this Grant shall be in writing either by regular mail or delivery in person at the addresses provided under this Grant.
- Q. Notice of Sale or Transfer.** The Subrecipient shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Subrecipient. Such notice shall be provided in accordance with the notices provision of this Grant and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Subrecipient's obligations under this Grant, then the Agency may, at its discretion, terminate or renegotiate the Grant.
- R. Ownership and Destruction of Documents and Information.** Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency 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 Agency's verified receipt of such information, Subrecipient agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Subrecipient agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.
- S. Patent or Copyright Protection.** The Subrecipient 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 Subrecipient or its Subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Grant 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 Grant 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).
- U. Severability.** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.



- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Grant and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant 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.
- W. Taxes.** The Subrecipient 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.
- X. Termination of Grant.** This Grant may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Grant may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Grant.
- Y. 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 Grant shall not be construed so as to create such status. The rights, duties, and obligations contained in this Grant shall operate only between the parties to this Grant and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Grant.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Grant.
- BB. Waiver.** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Grant may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Grant. Delivery by the Subrecipient of an originally signed counterpart of this Grant by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

10. **Signatures.** The parties to this Grant, either personally or through their duly authorized representatives, have executed this Grant on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Grant.

The Effective Date of this Grant is the date of the signature last affixed to this page.

**AGENCY:**

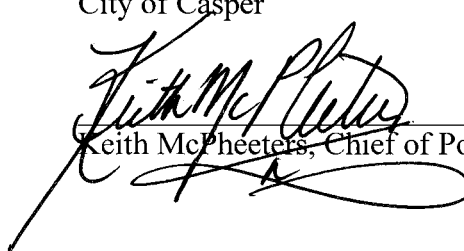
Wyoming Office of Homeland Security

\_\_\_\_\_  
Guy Cameron, Director

\_\_\_\_\_  
Date

**SUBRECIPIENT:**

City of Casper

  
\_\_\_\_\_  
Keith McPheeters, Chief of Police

9-28-2018

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

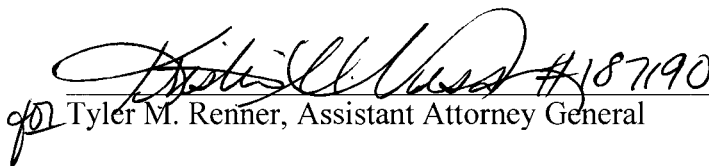
\_\_\_\_\_  
Fleur Tremel, City Clerk

\_\_\_\_\_  
Date

**COUNTY ATTORNEY: APPROVAL AS TO FORM**

\_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
901 Tyler M. Renner, Assistant Attorney General

09-24-18

\_\_\_\_\_  
Date

**Attachment A: Project Description**

**Casper Police Department**

**Project ID:** 18-SHSP-CAS-LP-HIT18

**IJ:** IED/Terrorism Response

The following submitted project(s) have been approved for the Federal Fiscal Year 2018 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

IJ ID	Description	Amount
3.4	For the purchase of tactical entry kits	\$10,041

For questions regarding individual project allowability, the scope of an approved project, or the 2018 SHSP grant, please contact:

SHSP Grant Manager  
Wyoming Office of Homeland Security  
307-777-5768

Security Unit Chief  
Wyoming Office of Homeland Security  
307-777-4917

WOHS  
Original Document

RESOLUTION NO. 18-233

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE WYOMING OFFICE OF HOMELAND SECURITY FOR THE STATE HOMELAND SECURITY PROGRAM (SHSP).

WHEREAS, the City of Casper has been approved for a Grant from the Wyoming Office of Homeland Security during the October 15, 2018 through June 30, 2020 time frame, in the amount of Ten Thousand Forty One Dollars (\$10,041); and,

WHEREAS, the City of Casper desires to accept the Grant funds from the Wyoming Office of Homeland Security; and,

WHEREAS, the City of Casper shall use the Grant funds to purchase breaching tools and other accessories covered by the Grant.

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 Grant Agreement from the Wyoming Office of Homeland Security in the amount of Ten Thousand Forty One Dollars (\$10,041), and upon execution of the Agreement, said Grant is hereby accepted.

BE IT FURTHER RESOLVED: That the City Manager and/or his designee is hereby authorized to execute all documents pertaining to said Agreement.

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

APPROVED AS TO FORM:



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ATTEST:

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Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Ray Pacheco  
Mayor

10/04/18

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Fleur Tremel, Assistant to the City Manager *FT*  
SUBJECT: Orphaned Agency Funding Resolutions and Contracts

Meeting Type & Date:  
Council Meeting  
November 6, 2018

Action type:  
Resolutions

Recommendation

That Council, by resolutions, approve the orphaned agency funding contracts for the applicant agencies.

Summary

As a result of previous discussion with Council, Community Action Partnership and Poverty Resistance 1% contracts were canceled. Community Action Partnership and Poverty Resistance received City dollars to provide pass-through funding for an array of social services and food bank services for the City. As Council has directed Staff to obtain better funding data and accountability, canceling these contracts allows the City to have more accountability and meet Council's expectations.

After the Community Action Partnership and Poverty Resistance contracts were cancelled, Staff opened a funding application process for these funds that became available. For FY19, an application was developed and sent to agencies who received Community Action Partnership Funding previously and who are currently "orphaned". Fifteen funding requests were received for FY19 totaling \$354,600.00 in funding requests. The Staff met and reviewed applications, raised clarifying questions with the agencies where necessary, and formed a staff recommendation for the allocation.

Using the \$242,242 of 1%#15 funding to support these important organizations and their services and in an effort to increase accountability, Staff made the following recommendations for FY19 outside agency funding:

#	Organization Name	Current Request	FY 19 Amount received from City	FY 18 Amount received from City through CAP	Staff Recommendation
1	Children's Advocacy Project	\$17,000.00	\$40,000.00	\$11,421.45	\$11,421.45
2	Wyoming Senior Citizens Inc.	\$9,200.00	\$0.00	\$4,702.95	\$4,702.95
3	Self Help Center	\$35,000.00	\$0.00	\$15,452.55	\$15,452.55
4	Wyoming Rescue Mission	\$37,400.00	\$0.00	\$25,060.01	\$25,060.01
5	Central Wyoming Hospice and Transitions	\$20,000.00	\$0.00	\$6,718.50	\$6,718.50
6	Brian Injury Alliance of Wyoming	\$4,000.00	\$5,156.25	\$2,687.40	\$2,687.40
7	Community Action	\$30,000.00	\$0.00	\$50,103.16	\$30,000.00
8	Central Wyoming Senior Services Inc.	\$18,000.00	\$55,000.00	\$12,093.30	\$12,093.30
9	Natrona County Meals on Wheels	\$12,000.00	\$0.00	\$8,062.20	\$8,062.20
10	Youth Crisis Center	\$12,000.00	\$60,000.00	\$6,718.50	\$6,718.50
11	Mercer Family Resource Center	\$25,000.00	\$22,500.00	\$11,253.49	\$11,253.49
12	CASA of Natrona County	\$20,000.00	\$0.00	\$8,734.05	\$8,734.05
13	Seton House	\$25,000.00	\$0.00	\$8,333.00	\$20,000.00
14	Interfaith	\$60,000.00	\$0.00	\$0.00	\$50,000.00
15	CATC-Tickets & Tokens Program	\$30,000.00	\$513,697.00	\$0.00	\$29,338.00
		<b>\$354,600.00</b>	<b>\$696,353.25</b>	<b>\$171,340.56</b>	<b>\$242,242.40</b>

At a work session, on October 9, 2018, Council directed staff to proceed with contracts and resolutions to award funding as recommended by staff.

Financial Considerations

The 1%#15 funds originally allocated to Community Action Partnership and Poverty Resistance Food Pantry will be reallocated to the organizations, as listed, and there will be no other financial impact.

Oversight/Project Responsibility

Fleur Tremel, Assistant to the City Manager

Attachments

(15) Resolutions

(15) Contracts

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Children's Advocacy Project, Inc., 350 North Ash Street , Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its General Fund to assist with the provision of human services.

C. The City will budget Eleven Thousand Four Hundred Twenty-One Dollars and Forty-Five Cents (\$11,421.45) for Children's Advocacy Project, Inc. to provide administration of a community response to child maltreatment.

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

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

1. SCOPE OF SERVICES:

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

Provide administration of a community response to child maltreatment.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Eleven Thousand Four Hundred Twenty-One Dollars and Forty-Five Cents (\$11,421.45). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Children's Advocacy Project, Inc. shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Children's Advocacy Project, Inc. shall provide City with copies of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Children's Advocacy Project, Inc. shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Children's Advocacy Project, Inc. agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.



8. RETENTION OF RECORDS:

Children’s Advocacy Project, Inc. shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
Children's Advocacy Project, Inc.

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

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

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

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

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

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

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

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- D. *Other Insurance Provisions*

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

1. *Additional Insured Status*  
The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. *Primary Coverage*  
For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. *Notice of Cancellation*  
Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.
4. *Waiver of Subrogation*  
Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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



14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



RESOLUTION NO. 18-234 \_

A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE CHILDREN'S ADVOCACY PROJECT, INC.  
(PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Children's Advocacy Project, Inc. is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Eleven Thousand Four Hundred Twenty-One Dollars and Forty-Five Cents (\$11,421.45) for fiscal year 2019 for Children's Advocacy Project, Inc. to provide administration of a community response to child maltreatment program; and,

WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Children's Advocacy Project, Inc.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Eleven Thousand Four Hundred Twenty-One Dollars and Forty-Five Cents (\$11,421.45).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Wyoming Senior Citizens, Inc., 106 W. Adams Avenue, Riverton, Wyoming 82501 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its funding to assist with the provision of human services.

D. The senior citizen programming requires volunteer work in order to meet the requirements of the seniors.

E. The City will budget Four Thousand Seven Hundred Two Dollars and Ninety-Five Cents (4,702.95) for Wyoming Senior Citizens, Inc. to provide meals and mileage for volunteers.

F. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

Provide meals and mileage assistance for volunteers.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Four Thousand Seven Hundred Two Dollars and Ninety-Five Cents (4,702.95). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Contractor shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Contractor shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information in the term of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Contractor agrees to give the City, or its designee, general access to all Contractor records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Contractor shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

A handwritten signature in black ink, appearing to be 'MS', is written over a horizontal line.

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
Wyoming Senior Citizens, Inc.

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

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

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

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

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

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



## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

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

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

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.





## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



RESOLUTION NO. 18-235 \_

A RESOLUTION AUTHORIZING A CONTRACT WITH THE WYOMING SENIOR CITIZENS, INC. (A PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Wyoming Senior Services, Inc. is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Four Thousand Seven Hundred Two Dollars and Ninety-Five Cents (4,702.95) for Wyoming Senior Citizens, Inc. to provide meals and mileage assistance for program volunteers for fiscal year 2019; and,


WHEREAS, the City desires to retain the "program provider" for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Central Wyoming Senior Services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts not to exceed a total sum of Four Thousand Seven Hundred Two Dollars and Ninety-Five Cents (4,702.95), over the term of the agreement.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Self Help Center, Inc., 740 Luker Lane, Evansville, Wyoming 82636, Casper, Wyoming, 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its funding to assist with the provision of human services.

C. The City will budget Fifteen Thousand Four Hundred Fifty-Two Dollars and Fifty-Five Cents (15,452.55) for support services for victims.

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

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

1. SCOPE OF SERVICES:

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

Provide victim services.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Fifteen Thousand Four Hundred Fifty-Two Dollars and Fifty-Five Cents (15,452.55). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Contractor shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Contractor shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Contractor agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Contractor shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall

be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

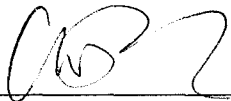
11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

SELF HELP CENTER, INC.  
Contractor

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

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

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

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

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

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

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

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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



9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



RESOLUTION NO. 18-236 \_

A RESOLUTION AUTHORIZING A CONTRACT WITH THE SELF HELP CENTER, INC. (PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Self Help Center, Inc. is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Fifteen Thousand Four Hundred Fifty-Two Dollars and Fifty-Five Cents (15,452.55) for fiscal year 2019 for Self Help Center, Inc. to provide administration of a victims service program; and,


WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Self Help Center, Inc.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Fifteen Thousand Four Hundred Fifty-Two Dollars and Fifty-Five Cents (15,452.55).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Wyoming Rescue Mission, 230 N. Park Street, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its funding to assist with the provision of human services.

C. The City will budget Twenty-Five Thousand Sixty Dollars and One Cent (\$25,060.01) for Utilities for Park Street Center.

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

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

1. SCOPE OF SERVICES:

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

Provide services and shelter to homeless and hungry who seek help.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Twenty-Five Thousand Sixty Dollars and One Cent (\$25,060.01). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Contractor shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Contractor shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Contractor agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Contractor shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall

be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

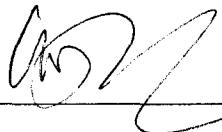
11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

Wyoming Rescue Mission  
Contractor

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

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

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

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

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

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7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

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

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

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5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



RESOLUTION NO. 18-237

A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE WYOMING RESCUE MISSION (PROGRAM  
PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Natrona County Meals on Wheels is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Twenty-Five Thousand Sixty Dollars and One Cent (\$25,060.01) for fiscal year 2019 to provide services and shelter and as defined in W.S. §35-1-614(b); and,

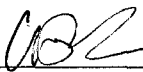
WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Wyoming Rescue Mission, Inc.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Twenty-Five Thousand Sixty Dollars and One Cent (\$25,060.01).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Central Wyoming Hospice and Transitions Program, 319 S. Wilson, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its funding to assist with the provision of human services.

C. The City will budget Six Thousand Seven Hundred Eighteen Dollars and Fifty Cents (\$6,718.50) for case management service for the Transitions program.

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

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

1. SCOPE OF SERVICES:

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

Provide case management services for the Transitions program.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Six Thousand Seven Hundred Eighteen Dollars and Fifty Cents (\$6,718.50). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Contractor shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Contractor shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Contractor agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Contractor shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall



be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.


11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM



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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

WITNESS

Central Wyoming Hospice and Transitions  
Contractor

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

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

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

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

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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



14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



RESOLUTION NO. 18-238

A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE CENTRAL WYOMING HOSPICE AND  
TRANSITIONS (PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Central Wyoming Hospice and Transitions is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Six Thousand Seven Hundred Eighteen Dollars and Fifty Cents (\$6,718.50) for fiscal year 2019 for case management services as defined in W.S. §35-1-614(b); and,

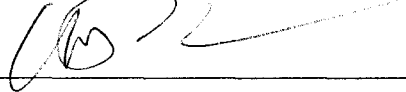
WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Central Wyoming Hospice and Transitions.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Six Thousand Seven Hundred Eighteen Dollars and Fifty Cents (\$6,718.50).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Brain Injury Alliance of Wyoming, 349 N. Walsh Dr., Casper, Wyoming 82609 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its funding to assist with the provision of human services.

C. The City will budget Two Thousand Six Hundred Eighty-Seven Dollars and Forty Cents (\$2,687.40) for storage rental fees.

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

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

1. SCOPE OF SERVICES:

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

Provide a medical equipment loan closet.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Two Thousand Six Hundred Eighty-Seven Dollars and Forty Cents (\$2,687.40). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Contractor shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Contractor shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Contractor agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Contractor shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall

be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.


11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM



---

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur D. Tremel  
City Clerk

---

Ray Pacheco  
Mayor

WITNESS

BRAIN INJURY ALLIANCE OF WYOMING  
Contractor

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

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

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

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

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

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



## **CONTRACT FOR PROFESSIONAL SERVICES**

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

#### 1. TERMINATION OF CONTRACT:

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

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

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.





## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



RESOLUTION NO. 18-239

A RESOLUTION AUTHORIZING A CONTRACT WITH THE BRAIN INJURY ALLIANCE (PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Brain Injury Alliance is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Two Thousand Six Hundred Eighty-Seven Dollars and Forty Cents (\$2,687.40) for fiscal year 2019 for rental fees associated with providing a medical equipment loan program defined in W.S. §35-1-614(b); and,

WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Brain Injury Alliance.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Two Thousand Six Hundred Eighty-Seven Dollars and Forty Cents (\$2,687.40).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Community Action Partnership, 800 Werner Ct., Suite 201, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

- A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).
- B. The City has allocated a portion of its funding to assist with the provision of human services.
- C. The City will budget Thirty Thousand Dollars (\$30,000) for permanent housing rental support.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

Provide rental support for permanent housing.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Thirty Thousand Dollars (\$30,000). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Contractor shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Contractor shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Contractor agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Contractor shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall

be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

COMMUNITY ACTION PARTNERSHIP  
Contractor

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

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

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

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

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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



9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



RESOLUTION NO. 18-240

A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE COMMUNITY ACTION PARTNERSHIP  
(PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Community Action Partnership is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Thirty Thousand Dollars (\$30,000) for fiscal year 2019 for permanent housing rental support and as defined in W.S. §35-1-614(b); and,

WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Community Action Partnership.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Thirty Thousand Dollars (\$30,000).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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



# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Central Wyoming Senior Services, 1831 East 4<sup>th</sup> Street, Casper, Wyoming, 82601 (“Contractor”).

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its General Fund to assist with the provision of human services.

C. The City owns the building located at 1831 East 4<sup>th</sup> Street and leases it to Central Wyoming Senior Services to provide services to senior citizens of the city, which includes a food service and meal program for its participants under an agreement between Contractor and the Wyoming Department of Health, Division on Aging.

D. The meals program requires professional oversight and direction in order to meet the nutritional requirements of the participants.

E. The City will budget Twelve Thousand Ninety-Three Dollars and Thirty Cents (\$12,093.30) for Central Wyoming Senior Services to provide meals for senior citizens.

F. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

Provide daily meal services for residents age 55 and older according to Contractor agreement with the Wyoming Department of Health, Division on Aging.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Twelve Thousand Ninety-Three Dollars and Thirty Cents (\$12,093.30). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Central Wyoming Senior Services shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Central Wyoming Senior Services shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Central Wyoming Senior Services shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information in the term of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Central Wyoming Senior Services agrees to give the City, or its designee, general access to all Contractor records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Central Wyoming Senior Services shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall be retained by the Central Wyoming Senior Services for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.


11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
Central Wyoming Senior Services

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

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

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

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

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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



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

5. *Deductibles and Self-Insured Retentions*

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



RESOLUTION NO. 18-241

A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE CENTRAL WYOMING SENIOR SERVICES, INC.  
(A PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Central Wyoming Senior Services, Inc. is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City owns the building located at 1831 East 4th Street and leases it to Central Wyoming Senior Services to provide services to senior citizens of the city, which includes a food service and meal program for its participants under an agreement between Contractor and the Wyoming Department of Health, Division on Aging.

WHEREAS, the meals program requires professional oversight and direction in order to meet the nutritional requirements of the participants.

WHEREAS, the City will budget Twelve Thousand Ninety-Three Dollars and Thirty Cents (\$12,093.30) for Central Wyoming Senior Services to provide meals for senior citizens for fiscal year 2019; and,

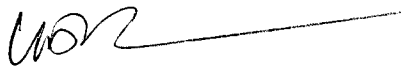
WHEREAS, the City desires to retain the "program provider" for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Central Wyoming Senior Services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts not to exceed a total sum of Twelve Thousand Ninety-Three Dollars and Thirty Cents (\$12,093.30), over the term of 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

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Natrona County Meals on Wheels, 1760 East 12<sup>th</sup> Street, Casper, Wyoming 82601 (“Contractor”).

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its funding to assist with the provision of human services.

C. The City will budget Eight Thousand Sixty-Two Dollars and Twenty Cents (\$8,062.20) for food purchases.

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

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

1. SCOPE OF SERVICES:

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

Provide meals to 300 or more senior recipients.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.



3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Eight Thousand Sixty-Two Dollars and Twenty Cents (\$8,062.20). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Contractor shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Contractor shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Contractor agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Contractor shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall

be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.


11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

COMMUNITY ACTION PARTNERSHIP  
Contractor

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

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

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

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

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

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

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

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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



8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE NATRONA COUNTY MEALS ON WHEELS  
(PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Natrona County Meals on Wheels is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Eight Thousand Sixty-Two Dollars and Twenty Cents (\$8,062.20) for fiscal year 2019 to provide meals and as defined in W.S. §35-1-614(b); and,


WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Natrona County Meals Wheels.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Eight Thousand Sixty-Two Dollars and Twenty Cents (\$8,062.20).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Youth Crisis Center, 1656 East 12<sup>th</sup> Street, Casper, Wyoming, 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its General Fund to assist with the provision of human services.

C. The City will budget Six Thousand Seven Hundred Eighteen Dollars and Fifty Cents (\$6718.50) for Youth Crisis Center to provide shelter, food, transportation and/or counseling to at risk youth or youth in crisis.

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

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

1. SCOPE OF SERVICES:

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

Provide shelter, food, transportation and counseling services to a minimum of 450 youth, and endeavor to increase the number of youth who may be returned home.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Six Thousand Seven Hundred Eighteen Dollars and Fifty Cents (\$6718.50). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Youth Crisis Center shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Youth Crisis Center shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Youth Crisis Center shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Youth Crisis Center agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Youth Crisis Center shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum,

records shall be retained by the Youth Crisis Center for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

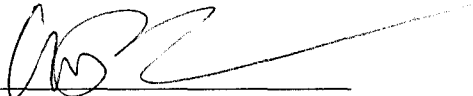
11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



WITNESS

CONTRACTOR  
Youth Crisis Center

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

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

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

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

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

*B. Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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





# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



RESOLUTION NO. 18-243

A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE YOUTH CRISIS CENTER (PROGRAM  
PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Youth Crisis Center is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Six Thousand Seven Hundred Eighteen Dollars and Fifty Cents (\$6718.50) for fiscal year 2019 for Youth Crisis Center to provide shelter, food, transportation and/or counseling to youth in need of the assistance defined in W.S. §35-1-614(b) as well as at risk youth, or youth in crisis; and,

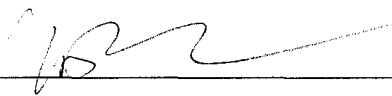
WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Youth Crisis Center.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Six Thousand Seven Hundred Eighteen Dollars and Fifty Cents (\$6718.50).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Mercer Family Resource Center, 535 West Yellowstone, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its General Fund to assist with the provision of human services.

C. The City will budget Eleven Thousand Two Hundred Fifty-Three Dollars, and Forty-Nine Cents (\$11,253.49) for Mercer Family Resource Center to provide opportunities for youth of the city to develop their leadership and community activism skills through the Youth Empowerment Council program.

D. The program requires professional services for administration of the Youth Empowerment Council program.

E. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

Administer the Youth Empowerment Council program in Casper.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Eleven Thousand Two Hundred Fifty-Three Dollars and Forty-Nine Cents (\$11,253.49). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Mercer Family Resource Center shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Mercer Family Resource Center shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Mercer Family Resource Center shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used is attached.

7. ACCESS TO RECORDS:

Mercer Family Resource Center agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Mercer Family Resource Center shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

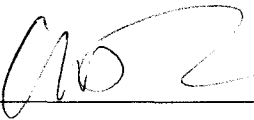
11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

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

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

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

CONTRACTOR

Mercer Family Resource Center

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

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

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

## **CONTRACT FOR PROFESSIONAL SERVICES**

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

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

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

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

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

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

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

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

#### **4. AUDIT:**

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



5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

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B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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2. *Primary Coverage*

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3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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

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6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office





RESOLUTION NO. 18-244

A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE MERCER FAMILY RESOURCE CENTER  
(PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Mercer Family Resource Center is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Eleven Thousand Two Hundred Fifty-Three Dollars and Forty-Nine Cents (\$11,253.49) for fiscal year 2019 for Mercer Family Resource Center to provide funding for administration of the Youth Empowerment Council program, a human services program as defined in W.S. §35-1-614(b); and,

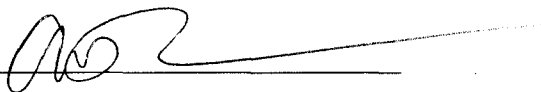
WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Mercer Family Resource Center.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Eleven Thousand Two Hundred Fifty-Three Dollars and Forty-Nine Cents (\$11,253.49).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. CASA of Natrona County, 350 Big Horn Rd., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its funding to assist with the provision of human services.

C. The City will budget Eight Thousand Seven Hundred Thirty-Four Dollars and Five Cents (\$8,734.05) for a program manager to train volunteers.

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

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

1. SCOPE OF SERVICES:

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

Provide training for volunteers.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of budget Eight Thousand Seven Hundred Thirty-Four Dollars and Five Cents (\$8,734.05). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Contractor shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Contractor shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Contractor agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Contractor shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall

be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.


11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CASA OF NATRONA COUNTY  
Contractor

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

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

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

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

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

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

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

#### 2. CHANGES:

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

#### 3. ASSIGNABILITY:

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

#### 4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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



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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



RESOLUTION NO. 18-245

A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE CASA OF NATRONA COUNTY (PROGRAM  
PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the CASA of Natrona County is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Eight Thousand Seven Hundred Thirty-Four Dollars and Five Cents (\$8,734.05) for fiscal year 2019 for CASA of Natrona County to provide training for volunteers; and,


WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the CASA of Natrona County.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Eight Thousand Seven Hundred Thirty-Four Dollars and Five Cents (\$8,734.05).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Mother Seton Housing, Inc., 919 N. Durbin, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its funding to assist with the provision of human services.

C. The City will budget Twenty Thousand Dollars (\$20,000) for salary and utility support.

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

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

1. SCOPE OF SERVICES:

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

Provide housing and programing for residents.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.



3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Twenty Thousand Dollars (\$20,000). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Contractor shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Contractor shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Contractor agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Contractor shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall

be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

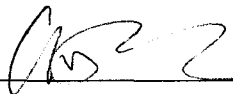
11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

MOTHER SETON HOUSING, INC.  
Contractor

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

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

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

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

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

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

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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



8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



RESOLUTION NO. 18-246

A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE MOTHER SETON HOUSING, INC. (PROGRAM  
PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Mother Seton Housing, Inc. is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Twenty Thousand Dollars (\$20,000) for fiscal year 2019 to provide housing and programming for residents and as defined in W.S. §35-1-614(b); and,

WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Mother Seton Housing, Inc.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Twenty Thousand Dollars (\$20,000).

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Interfaith of Natrona County, 140 East K Street, Suite 100, Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

- A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).
- B. The City has allocated a portion of its funding to assist with the provision of human services.
- C. The City will budget Fifty Thousand Dollars (\$50,000) for salary and rent, and program support.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

Provide emergency services and items.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of budget Fifty Thousand Dollars (\$50,000). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

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

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

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Contractor shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Contractor shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Contractor agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Contractor shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall

be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

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

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

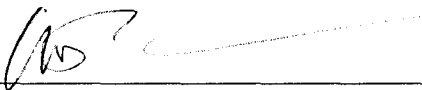
11. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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



WITNESS

INTERFAITH OF NATRONA COUNTY  
Contractor

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

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

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

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

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

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

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

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6. OWNER OF PROJECT MATERIALS:

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7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

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11. INSURANCE AND INDEMNIFICATION:

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

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

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D. *Other Insurance Provisions*

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

3. *Notice of Cancellation*

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5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.





# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office



RESOLUTION NO. 18-247

A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE INTERFAITH OF NATRONA COUNTY  
(PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Interfaith of Natrona County is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Fifty Thousand Dollars (\$50,000) for fiscal year 2019 to provide emergency services and items and as defined in W.S. §35-1-614(b); and,

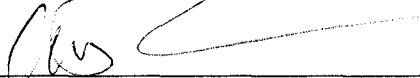
WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Interfaith of Natrona County.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Fifty Thousand Dollars (\$50,000).

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Casper Area Transportation Coalition, 1715 East 4<sup>th</sup> Street, Casper, Wyoming 82601 ("Contractor").

Throughout this document, the City and the Contractor may be collectively referred to as the "parties."

### RECITALS

- A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).
- B. The City has allocated a portion of its funding to assist with the provision of human services.
- C. The City will budget Twenty-Nine Thousand Three Hundred Thirty-Eight Dollars (\$29,338.00) for bus tickets and tokens.
- D. The City desires to retain the Contractor for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

Provide bus tickets and tokens to those in need.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a total sum of Twenty-Nine Thousand Three Hundred Thirty-Eight Dollars (\$29,338.00). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. FINANCIAL REPORTS:

Contractor shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Contractor shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Contractor shall submit to the City Manager a final report no later than June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Contractor agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Contractor shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall

be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

11. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

CASPER AREA TRANSPORTATION  
COALITION  
Contractor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

#### 2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

#### 3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

#### 4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.



5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract

work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



# FY 2019 Specific Entity and One Cent Final Report

*Please file this form at the conclusion of the quarter. Failure to complete and send in this form could result in a denial of payment for any current or future funding.*

Organization: _____	Program/ Event: _____		
Contact Person: _____	Phone Number: _____	Date: _____	
Please Select One:			
1 <sup>st</sup> Quarter _____	2 <sup>nd</sup> Quarter _____	3 <sup>rd</sup> Quarter _____	4 <sup>th</sup> Quarter _____

## 1. Mission

Please state the agency's mission/vision:

## 2. Financial Information

Please attach a one (1) page summary of the revenue and expenses for this event/project/program. **Please include the amount you were allocated from One Cent funding or General Fund Agency funding.**

## 3. Program significance

- Using bullets describe the individuals who are the focus of your work and are influenced by your activities.
- What impact did the program have on the specified target population and community?
- Have there been significant trends over the past months regarding your target population?

## 4. Results

- Please describe the outcomes/outputs
- Please describe the method of measurement
- Please describe the performance results

## 5. Program Results/Impacts (use bullets)

- What are the goals and where are you in accomplishing them?
- Explain how much (quantity) service the program delivered
- How well (quality) the services were delivered. For example, describe how individuals were better because of the service the program delivered.
- What does your analysis of the past year's data tell you about what is happening to the impacted target population?

## 6. Results Analysis

- How could the program have worked better?
- How will you address this?

## 7. Attendance and Participation

In order to gauge the impact that your event has had on the community, it is important that we know how many people use your program. **Please fill out the information in the box on the opposite side of this page.** If you intend to use a counting method that is not listed, then please contact Fleur Tremel in the City Manager's Office (235-8224) to inquire about pre-approval.



## Attendance and Participation

Please fill in the section below as instructed on the opposite side of this page.

*I can accurately count the number of people who use our program because:*

- We sold tickets
- We took a turnstile count or counted people as they came in
- We conducted an organized head count
- All participants were registered
- We used sign-in sheets
- We used another method that was pre-approved by the City Manager's Office





RESOLUTION NO. 18-248

A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE CASPER AREA TRANSPORTATION COALITION  
(PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Casper Area Transportation Coalition is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Twenty-Nine Thousand Three Hundred Thirty-Eight Dollars (\$29,338.00) for fiscal year 2019 for bus tokens and tickets as defined in W.S. §35-1-614(b); and,

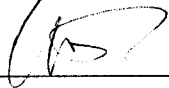
WHEREAS, The City desires to retain the program provider for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with the Casper Area Transportation Coalition.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Twenty-Nine Thousand Three Hundred Thirty-Eight Dollars (\$29,338.00).

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

October 11, 2018

MEMO TO: J. Carter Napier, City Manager JCN

FROM: Tracey L. Belser, Support Services Director  
Dan Coryell, Fleet Manager

sub

SUBJECT: Authorize the Purchase of Two (2) New 3/4 Ton 4x4 Cab and Chassis, in the Total Amount of \$61,276, Before Trade-in Allowance, for Use by the Metro Animal Control Division of the Casper Police Department.

Meeting Type & Date

Regular Council Meeting  
November 6, 2018

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of two (2) new 3/4 ton 4x4 cabs and chassis, from Greiner Ford of Casper, Wyoming, to be used in the Metro Animal Control Division of the Casper Police Department, in the total amount of \$61,276, before trade-in allowance.

Summary

On August 21, 2018 bids were requested for two (2) new 3/4 ton 4x4 cab and chassis. On September 7, 2018 one (1) submittal was received from Greiner Ford of Casper.

This purchase will replace two (2) Ford F-250 trucks with slide-in animal control bodies that are due for replacement by age and mileage. Specialty animal control bodies that offer enhanced employee and animal safety features will be purchased and installed on both chassis separately from this purchase. The new trucks will be utilized daily by the Metro Animal Control Officers in their county-wide response to animal control calls for service.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of the cab and chassis from Greiner Ford of Casper meets all of the required specifications for the new vehicles. The bid was as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-Ins</u>	<u>Total</u>
(2) Two ¾ Ton Cabs and Chassis	Greiner Ford of Casper, WY	\$61,276	\$15,975	\$45,301

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by the Optional One Cent Sales Tax.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Taylor Gilbert, Police Department Fleet Coordinator, after the equipment is received.

Attachments

Bid specification

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**

August 21, 2018

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, until 3:00 p.m., September 7, 2018 for the following:

Two (2) New ¾ Ton 4x4 Cab and Chassis, to be used in the Metro Animal Control Division of the Casper Police Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of Two (2) new ¾ Ton 4x4 Cab and Chassis, to be used in the Metro Animal Control Division of the Casper Police Department. These units shall be new with less than two hundred (200) miles and be less than six months old. Unit shall be delivered complete and ready for specialty body installation, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

**MINIMUM SPECIFICATIONS**

**Cab and Chassis**

American Manufacturer

Ford

Approximate GVW 10,000 lbs.

✓

Three sets of keys

✓

Mileage: 200 miles or less

✓

Automatic Transmission

✓

Power Steering

✓

Tilt Steering Wheel

✓

Power Brakes

✓

Power Windows

✓

Power Door Locks	<input checked="" type="checkbox"/>
Power Mirrors	<input checked="" type="checkbox"/>
Heated Mirrors	<input checked="" type="checkbox"/>
Cruise Control	<input checked="" type="checkbox"/>
Extended Cab, Super Cab, or similar -- note cab style	<i>Super Cab</i>
Maximum wheel base of 145"	<input checked="" type="checkbox"/> <i>164"</i>
Four Wheel Drive	<input checked="" type="checkbox"/>
Electronic shift on the fly 4x4	<input checked="" type="checkbox"/>
Single Rear Wheel	<input checked="" type="checkbox"/>
Tires/wheels -- Radial ply tires as required for GVWR, 5 Tires and wheels (including spare), all season, all terrain tread	<input checked="" type="checkbox"/> <i>all season</i>
Spare Tire & Wheel to include Jack & Lug Wrench	<input checked="" type="checkbox"/>
AM/FM Radio with Bluetooth, Factory Installed	<input checked="" type="checkbox"/>
Heater/Defroster	<input checked="" type="checkbox"/>
Current Model Year Emissions Compliant Gas Engine	<input checked="" type="checkbox"/>
Factory Trailer Brake Controller	<input checked="" type="checkbox"/>
Factory Air Conditioning	<input checked="" type="checkbox"/>
Intermittent windshield wipers	<input checked="" type="checkbox"/>
Engine Block Heater	<input checked="" type="checkbox"/>
Permanent anti-freeze protection to minus 30 degrees F.	<input checked="" type="checkbox"/>
Factory prep package for back up camera installation, Including camera lens, with viewing in the rear view mirror	<input checked="" type="checkbox"/>
Manufacturer's standard single color, white	<input checked="" type="checkbox"/>

Four-wheel anti-lock braking system

✓

Four Upfitter Switches for accessories  
(accessories installed by others)

✓

Cloth seats

✓

Matching trim throughout in  
standard color, Steel or equivalent

✓

Heavy Duty Vinyl Flooring throughout

✓

Factory running boards tube type

Platform type

OEM heavy duty rubber floor mats

✓

Trailer/tow package:

7 Wire trailer plug wiring for specialty body. Wiring  
will be factory style round 7 pin round connector  
and round 6 pin connector for trailer plug in.

includes wiring  
connector to be added  
with Bed.

Miscellaneous

check with  
12/2/17

Verify that specified cab and chassis will  
Accommodate Jackson Creek Manufacturing  
Aluminum animal control body model CM17S  
With optional safety doors, built in loading ramp,  
And side compartment lift.

✓

5 Year 60,000 Mile Power Train Warranty  
Minimum

✓

Selling Dealer Must be able to pick up and warranty  
repairs within 48 hrs. NO EXCEPTIONS

✓

Bid to be valid for "Piggyback" option up to  
120 Days after delivery of the last unit from  
the initial order.

✓

Copy of Order Confirmation to be provided  
upon completion of order

✓

Full copy of specifications  
delivered with the completed unit

✓

City of Casper Fleet Maintenance shall be given at least five (5) business days' notice of delivery in order to schedule the intake. Vehicle shall be delivered to the Casper Central Service Facility located at 1800 East "K" Street, Casper, WY 82601

✓  
\_\_\_\_\_

City of Casper shall be granted three (3) business days from delivery to inspect/verify specification compliance prior to full acceptance

✓  
\_\_\_\_\_

City of Casper Fleet Maintenance staff shall have access to parts, service, and repair manuals. Books, CD, or Web based manuals will be accepted, with no additional fees, including subscription fees, for the City of Casper.

✓  
\_\_\_\_\_

Vehicle shall be delivered with a full tank of fuel - Minimum of 85 Octane or required octane for engine as stated by manufacturer.

✓  
\_\_\_\_\_

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery  
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601

✓  
\_\_\_\_\_

**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Zulima Lopez, Casper Central Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING  
TWO (2) NEW 3/4 TON 4X4 CAB AND CHASSIS  
FOR THE**

**METRO ANIMAL CONTROL DIVISION OF THE CASPER POLICE DEPARTMENT**

Proposal of (Name) Greiner Ford of Casper  
(Address) 3333 CY Ave, Casper WY 82404

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated August 21, 2018.

BID ITEM: (2) NEW 3/4 TON 4x4 Cab and chassis  
Description: (2) NEW 3/4 TON 4x4 pickups with box delete

Make and Model: Ford F250  
Federal Certified GVW: 10,000

- I. Price bid for Two (2) new 3/4 Ton 4x4 Cab and Chassis \$ 11276
- II. Trade-in allowance for Unit #191934, 2011 Ford F250 SD 4WD \$ 1825  
Pickup Truck VIN#1FTBF2B65BED08470, 105,000 Miles
- Trade in allowance for unit #191935, 2013 Ford F250 XL 4WD \$ 9150  
Pickup Truck VIN# 1FTBF2B67DEA80913, 84,300 Miles
- IV. NET COST TO THE CITY (Total Price): \$ 45,301
- V. Delivery: F.O.B. City of Casper within 90 calendar days after award of contract by City Council.
- VI. Any trade-in units will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to keep or alternatively dispose of a trade-in unit.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he



understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.



Discounts will be allowed for prompt payment as follows:

10 Day     %; 20 Days     %; 30 Days     %.

Submitted By: Heather Grabbard Title: Fleet Manager Date: 8.31.18

Signature: Heather Grabbard Phone: 307.261.3732

October 18, 2018

MEMO TO: J. Carter Napier, City Manager   
FROM: Liz Becher, Community Development Director   
Aaron Kloke, MPO Supervisor  
SUBJECT: Appointments to the Citizen's Transportation Advisory Commission

Meeting Type & Date:  
Regular Council Meeting, November 6, 2018.

Action Type:  
Minute Action

Recommendation:  
That Council, by minute action, appoint Ruth Heald, Emil Gercke, Christy Aksamit, Cathleen Stepp, and Jared Fehringer for a three-year term ending December 31, 2021, and reappoint Robin Broumley, to the Citizen's Transportation Advisory Commission, for a three-year term ending December 31, 2021.

Summary:  
Ms. Heald, Mr. Gercke, Ms. Aksamit, Ms. Stepp, Mr. Fehringer, and Ms. Broumley have expressed their interest in serving on the Citizen Transportation Advisory Committee, and, it is requested that they be appointed to the Citizen Transportation Advisory Committee, which is overseen by the Metropolitan Planning Organization (MPO) staff.

The Citizen Transportation Advisory Committee consists of individuals interested in transportation and who offer a resident or business owner's perspective on MPO projects. They also act as community ambassadors for the various projects that the MPO pursues.

An announcement for the committee openings was posted on the MPO page on the City's website as well as sending an email to our database of over 800 individuals who have expressed interest in having an impact on the transportation systems in Casper, Mills, Evansville, and Bar Nunn. All letters of interest were accepted, and no interviews were necessary.

Financial Considerations:  
N/A

Oversight/Project Responsibility:  
Aaron Kloke, MPO Supervisor, is tasked with serving the Citizen Transportation Advisory Committee and overseeing related programs and projects.

Attachments:  
Letters of Interest



September 4, 2018

Re; MPO Citizen Committee

Dear Committee Chair,

I am writing to express my interest in participating in the Casper Area Metropolitan Planning Organization Citizen Committee. I have lived in Casper for the past twenty years, nineteen of those years I have worked for the Casper-Natrona County Health Department. My position with the Health Department has given me an appreciation of the impact that built environment can have on a community and the importance that transportation has on the quality of life for its citizens.

A multitude of agencies had worked to provide an incredible foundation for a solid transportation system; bike lanes, walking paths and public bus routes. I look forward to having the opportunity to build on this base, to create a vision for the future of my community and work to see that vision become reality.

I can be reached at my work phone, (307) 577-9736 or my personal cell (307) 315-1419.

Thank you for your consideration.

Ruth Heald, REHS  
Program Manager, Environmental Health Division

## Aaron Kloke

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**From:** Emil <emilridesbikes@gmail.com>  
**Sent:** Wednesday, September 05, 2018 2:16 PM  
**To:** Aaron Kloke  
**Subject:** MPO Citizens Committee

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Aaron,

I am applying for the MPO Citizens Committee.

I am a currently retired RN, having served the Casper area for 25 years. I have also been an avid cyclist throughout those years, racing and riding with the Casper Wheelmen for many years. I continue to be an active cyclist, training, riding and racing throughout the Wyoming and Colorado area. Living in the downtown area of Casper, I also am a frequent pedestrian to the downtown area including Artwalk and many events at the David Street Station. I feel that both of these interests serve to provide me with a different view on transportation than someone who is solely or mostly a motorist (of which I am also). I am interested in transportation issues, following several websites of neighboring states that are involved with issues that we (Casper) are facing or might face.

I think that my natural interests in these areas, combined with a desire to maintain or improve conditions in my community, would serve me (and the committee) well. My wife is quite active in the Casper community (serving on Respect Our River, Old Yellowstone District, and Three Crowns Board ) and inspires me to serve our community and also serves as an example of how citizens can effect change.

I respectfully hope that you will consider me for the committee,

Emil Gercke  
700 S Beech St.  
Casper, WY 82601  
307-259-0793

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Christy Aksamit

2036 S Cedar St  
Casper, WY 82601  
307-258-5098  
caksamit@gmail.com

September 6, 2018

RE: MPO Citizens Committee

To Whom It May Concern,

My name is Christy Aksamit, and I am a physical therapist and outpatient clinic director here in Casper. I was raised here, and after about 12 years away, returned in 2015. I was privileged to be involved in the Generation Casper project, and would love to continue my involvement in helping to plan the future of this area.

My interest in the MPO Citizens Committee stems from a passion for the community and the positive growth of Natrona County. I'm eager to learn ways we can make transportation more efficient and available to everyone, as well as decrease congestion and encourage economic growth for our city and county.

In recent years, I have lived and worked in cities ranging in size and population- large cities, such as San Francisco, San Diego, Los Angeles, Salt Lake City and Portland, Oregon, as well as smaller areas like Tahoe, and cities similar to Casper, like Missoula, MT. I have traveled abroad and nationally, and as such, have been exposed to many different modes of transportation and city, neighborhood and community designs.

I feel my Wyoming upbringing and my varied life experiences would be an asset to our City, and would be delighted to be a part of the MPO Citizens Committee.

Thank you for your consideration,

Christy Aksamit

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**Cathleen Stepp**

2315 Crescent Ave  
Casper WY 82604  
cathy.donells@gmail.com

9th September 2018

**Aaron Kloke**

City of Casper

Dear Aaron,

Thank you for the opportunity to serve and participate in the Casper Area Metropolitan Planning Organization Citizens Committee. In the years since returning to my hometown, I have noticed a need for committed participation from citizens and stakeholders in our community planning processes. As our community continues to grow we are faced with many challenges, both familiar and new. Our community continues to be faced with citizens' changing needs, desires, requirements and wishes even as we continue to confront uncertainty in our ability to support and sustain the financial demands of our community, citizens, and future. In order to retain and develop the talent and leadership of our current residents, attract and sustain new residents and benefit from their insights and experiences, and continue to build a fitting foundation and legacy for future generations to enjoy and appreciate, we must all commit and contribute our time, skills, and enthusiasm. If we hope to ensure this community maintains the character we all appreciate, even as we meet and embrace the unknowns of the future, we must all do our part in the process and lend our voices to the important and necessary conversations.

My experience as a lifelong participant in my family's Casper-grown small business, my background in early childhood education, and my community involvement through various service and industry organizations here in Casper have developed skills and interests that I believe can be of benefit to the process and conversation. I am interested in engaging in the learning, listening, questioning, understanding, and building that will be necessary to create a viable and implementable plan that will benefit Casper for generations to come.

My current involvement in the Casper Area Chamber of Commerce Ambassadors professional group, my officer position with the Proud to Host the Best event committee, my service on the board of the Casper Community Greenhouse Project, my certification in the Certified Tourism Ambassador program thru the CACVB, my current volunteering with the Wyoming Reads program, Central Wyoming Boys and Girls Club, and various local events, in

addition to previous involvement in the Downtown Casper Business Association, Casper Area Chamber of Commerce Tourism and Hospitality Advisory Committee, Casper Civic Chorale, and much more have all culminated in building relationships among a varied and interesting network of Casper area residents. I have learned to work with all manor of large and small groups to achieve specific goals and objectives within our community. I participated in and celebrated the successes of the years long development that became the Eclipse Festival. Throughout that process I learned a lot about the unique challenges and unintended consequences that this community embraces and welcomes with its customary determination and grit. I look forward to the opportunity to bring together all of the experience and knowledge I have from my varied community involvements, and use it to help build and create a comprehensive ideal and blueprint to direct our city's current and future leaders, as they continue to grow, adapt, and serve this amazing little burg in our vast and breezy home state.

Thank you again for offering me the opportunity to be a positive partner in the conversation of who and what we envision for the future of Casper.

Sincerely,

Cathleen Stepp

September 25, 2018

Mr. Aaron Kloke  
Casper Area MPO  
200 North David Street  
Suite 203  
Casper, WY 82601

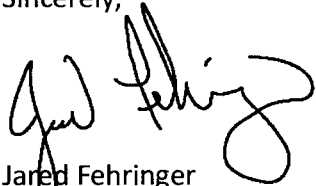
**RE: Letter of Interest – MPO Citizens Committee Opening**

Dear Mr. Kloke:

My name is Jared Fehring and I am pleased to provide this letter of interest for the opening on the MPO Citizens Committee. Accompanying this letter is my resume which further exemplifies qualifications and experience to provide educated input to the Committee.

I am a licensed and registered Landscape Architect and graduate of Colorado State University with twelve years of professional landscape architecture experience. I also hold a degree in construction management from CSU. As you may already know, landscape architecture is closely related to the planning profession as many of the same practices apply in both careers. Throughout my career I have been involved in planning projects on all scales. I have also been involved in many projects with pedestrians, in particular, in mind (i.e. trails, bicycle commuting, site planning, etc...). As a Casper native I feel a kinship with our city and community and would like nothing more than to contribute to our county's continued developmental success.

Sincerely,



Jared Fehring  
3480 E. 18<sup>th</sup> St.  
Casper, Wyoming 82609  
(307)215-6664  
[jaredfehinger@gmail.com](mailto:jaredfehinger@gmail.com)



# Jared A. Fehringer

3480 E. 18<sup>th</sup> St. | Casper, WY 82609 | Tel: (307)215-6664 | jaredfehringer@gmail.com

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## EDUCATION

**University of Wyoming  
Colorado State University**

**Laramie, WY  
Fort Collins, CO**

**August '01 - May '03  
August '03 - May '07**

- Bachelor Degree in Landscape Architecture
- Minor in Construction Management
- Cumulative GPA: 3.34

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## WORK EXPERIENCE

**Landscape Architect**

**CEPI  
Casper, WY**

**April '11 - Present**

- Design and manage all projects pertaining to landscape architecture
- Market and pursue work relating to landscape architecture within the Casper area and throughout Wyoming
- Planning and site design

**Landscape Designer**

**Carl Thuesen, ASLA  
Billings, MT**

**January '09 - April '11**

- Design, manage, and assist on projects ranging from sports complexes, community parks, cemeteries, and streetscapes
- Responsible for designing planting and irrigation design and production assistance
- Manage, operate, and maintain the office's CAD systems and computer hardware and software

**Landscape Designer**

**April Philips Design Works  
San Francisco, CA**

**December '07 - November '08**

- Worked on all phases of design for a variety of project scales and types including mixed use retail, riparian restoration, community masterplans, high density residential, streetscapes, and private residences
- Prepared design booklets using mixed media graphics including AutoCAD, hand renderings, Adobe Photoshop, Illustrator, and InDesign

**Landscape Architect Intern**

**Colorado State University  
Fort Collins, CO**

**May '07 - August '07**

- Design or redesign areas on campus in need of renovation based on landscape architect's suggestions
- Assist in masterplanning of main campus and foothills campus
- Oversaw Academic Village landscape construction as quality control
- Build boards for Design Review Committees using Adobe Illustrator, Photoshop, and InDesign

## Aaron Kloke

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**From:** Robin Broumley <robinlbroumley@gmail.com>  
**Sent:** Tuesday, September 25, 2018 12:30 PM  
**To:** Aaron Kloke  
**Subject:** Re: Citizen Committee Request

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thank you, Aaron. I am still interested.

Robin Broumley

Sent from my iPhone

On Sep 25, 2018, at 12:06 PM, Aaron Kloke <[akloke@casperwy.gov](mailto:akloke@casperwy.gov)> wrote:

Good afternoon Citizen Committee Members,

As some of you know, we have kicked off our Long Range Transportation Plan and have had two Citizen Committee meetings in the past couple months. You may also know that there are several vacancies for this Committee. In order to fill these vacancies, we've made a push to reach out to interested people around the Casper area. As a result of these efforts, just in the past month we have received 5 letters of interest for vacant seats, which I personally am ecstatic about.

In the past couple of years, this Committee has not met much. Some of you maybe have lost interest in the MPO's mission and this Committee entirely, which is okay and I can understand. As we continue to re-energize and gain momentum for this Committee, I'd like to get a sense of who is still interested. Technically, all of you are up for renewal as your terms have expired. **If you are no longer interested in the Citizen's Committee, please let me know and we will not have to do anything further. If you are still interested in being on the Citizen's Committee, please respond to this e-mail with a quick paragraph of interest by Thursday at noon.** I will use this to pass along to our Technical Committee for recommendation and to County Commission/City Council/or Town Council for renewal.

Thank you all for your service to the MPO and to the Casper area community! Please let me know if you have any questions.

Aaron P. Kloke  
Metropolitan Planning Supervisor

307-235-8255  
[akloke@casperwy.gov](mailto:akloke@casperwy.gov)

<image001.png>

*"Working with the public, elected officials, and professional staff to plan our road, trail, bus, and rail systems."*

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All City of Casper e-mails and attachments are public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.