

COUNCIL MEETING AGENDA

**Casper City Council
City Hall, Council Chambers
Tuesday, November 20, 2018, 6:00 p.m.**



COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, 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 NOVEMBER 6, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 14, 2018
4. CONSIDERATION OF MINUTES OF THE NOVEMBER 6, 2018 EXECUTIVE SESSION – PERSONNEL AND LAND ACQUISITION
5. CONSIDERATION OF MINUTES OF THE NOVEMBER 13, 2018 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 19, 2018
6. CONSIDERATION OF BILLS AND CLAIMS
7. BRIGHT SPOTS IN OUR COMMUNITY – SEAN INGLEDEW AND BRODY ALLEN
8. COMMUNICATIONS
 - A. From Persons Present
9. ESTABLISH DATE OF PUBLIC HEARINGS
 - A. Consent
 1. Establish December 4, 2018, as the Public Hearing Date for Consideration of:
 - a. New Distillery Satellite Tasting Room Ordinance of the Casper Municipal Code.
 - b. Transfer of Location for **Retail Liquor License No. 5**, Travis Taylor, d/b/a **Cocktail's**, Located at 134 North Center, to Travis Taylor, d/b/a Cocktail's, Located at 138 South Kimball.
 2. Establish January 8, 2019, as the Public Hearing Date for Consideration of:
 - a. **Appeal of Planning and Zoning Commission's Decision to Deny a Conditional Use Permit** for an Off-Premise Sign (Billboard) in a C-2 (General Business) Zoning District, on Lot 4, Block 159, Casper Addition, Located at 1329 South Poplar Street for Applicants David DeWald and Lamar Advertising.

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10. PUBLIC HEARINGS

A. Ordinance

1. **Vacate** Portions of **South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th 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.

B. Resolution

1. **Amendment** to the **Fiscal Year 2019 Budget**.

11. THIRD READING ORDINANCE

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

1. Communications from Persons Present

12. SECOND READING ORDINANCE

A. **Annexation and Plat** a Portion 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).

1. Communications from Persons Present

B. **Panhandling Ordinance** – Updating Regulations.

1. Communications from Persons Present

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

1. Communications from Persons Present

13. RESOLUTIONS

A. Consent

1. **Release of City's Lien** on the **Truck Tractor and Trailer of the Food Bank of the Rockies**.

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13. RESOLUTIONS (continued)

A. Consent

2. Authorizing the Acceptance of a Grant Award from the **Wyoming Office of Homeland Security**, in the Amount of \$36,100, to be Used to Purchase Level A **Hazardous Materials Suits and Pressurization Testing Instrument**.
3. Authorizing the Sole Source Purchase of **Three (3) Control Panel Enclosure Air Conditioning Units** from **Andritz Separation Inc.**, in the Amount of \$28,474.53, for use at the Wastewater Treatment Plant.
4. Authorizing an Agreement with **Davidson Mechanical**, in the Amount of \$44,217, for the **Casper Events Center Combination Oven/Steamer Replacements Project**.
5. Authorizing Change Order No. 1, in the Amount of \$33,200, with **Treto Construction LLC**, for the **2018 Beverly Street Improvements Project**.
6. Authorizing an Agreement with **Modern Electric Co.**, in the Amount of \$55,930, for the **Regional Wastewater System (RWWS) Lift Station Generator-Riverwest Project**.
7. Authorizing and Agreement with **Installation and Service Company, Inc.**, in the Amount of \$169,971.66, for the **Police Department Shooting Range Improvements Project**.
8. Authorizing an Agreement with **Caspar Building Systems, Inc.**, in the Amount of \$158,108, for the **Compost Equipment Building Heating Project**.

14. MINUTE ACTION

A. Consent

1. Approving a One Year Extension for **Bar and Grill Liquor License No. 10**, Marvin Piel Family, LLC d/b/a **The Tower**, Located at 100 North Center Street.
2. Authorizing the **Discharge** of \$22,430.30 of **Uncollectible Accounts Receivable Balances**, Aged between the Dates of July 1, 2013 and September 30, 2013, Including a More Recent Bankruptcy.

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14. MINUTE ACTION (continued)

A. Consent

3. Authorize the Purchase of One (1) New **Trailer Mounted Air Compressor**, from **United Rentals, Inc.**, Casper, Wyoming, in the Total Amount of \$22,375.00, for Use by the Solid Waste Division of the Public Services Department.
4. Authorize the Purchase of One (1) New **One-Ton Crew Cab Pickup Truck with 8” bed and Accessories**, from **Fremont Motors, Casper WY**, in the Total Amount of \$44,746.00, before the Trade-In Allowance, for Use by the Solid Waste Division of the Public Services Department.
5. Authorize the Purchase of **Three (3) New Half-Ton Regular Cab Pickup Trucks**, from **Fremont Motors**, Casper, Wyoming, in the Total Amount of \$74,802.00, Before the Trade-In Allowance, for Use by the Building Inspection Section of the Community Development Department.
6. Authorize the Purchase of **One (1) Hydraulic Material Handler**, from **Power Equipment Company**, in the Total Amount of \$383,368.00, for Use by the Solid Waste Division of the Public Services Department.
7. Authorize the Purchase of **Two (2) New Flatbed Haul Trailers**, from **CMI Teco**, Casper, Wyoming, in the Total Amount of \$91,894.00 for Use by the Solid Waste Division of the Public Services Department.
8. **Rejecting all Bids** Received for the **Wastewater Treatment Plant Dewatering Building Heater Replacement Project**.

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

16. ADJOURNMENT

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Upcoming Council meetings

Council meetings

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

6:00 p.m. Tuesday, December 18, 2018 – Council Chambers

Work sessions

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

4:30 p.m. Tuesday, December 11, 2018– Council Meeting Room

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

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

1. ROLL CALL

Casper City Council met in regular session at 6:04 p.m., Tuesday, November 6, 2018. Present: Councilmembers Hopkins, Humphrey, Johnson, Laird, Morgan, Powell, Walsh and Mayor Pacheco. Mayor Pacheco stated that Councilmember Huber was in the building and soon would be in attendance at the meeting.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco and two children from the audience led the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the October 16, 2018, regular Council meeting, as published in the Casper-Star Tribune on October 23, 2018. Motion passed.

4. BILLS & CLAIMS

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

4.a CONFLICT CLAIM

Moved by Councilmember Walsh, seconded by Councilmember Morgan, to, by minute action, approve payment of the November 6, 2018, conflict claims, as audited by City Manager Napier. Councilmember Powell abstained. Motion passed.

Bills & Claims		
10/15/18		
AAALandscaping	Services	\$1,656.08
AGiraldo	Services	\$40.00
AllTrees	Services	\$384.87
AMBI	Services	\$234.72
AmericanTitle	Services	\$125.00
AndrnHunt	Services	\$31,312.00
Arcadis	Services	\$2,637.15
ArrowheadHeating	Services	\$323.92
AsbestosTechnicalServices	Services	\$1,450.00
AsphaltDrs	Refund	\$230.08
ATejera	Refund	\$52.54
AtIntcElect	Services	\$6,500.00
B&BSales	Services	\$251.41
Balefill	Services	\$99,821.35
BankOfAmerica	Goods	\$305,983.16
BarDSigns	Goods	\$640.00

BBarnette	Refund	\$19.86
BHEnergy	Services	\$7,207.82
BMattila	Reimb	\$1,098.90
Brenntag	Goods	\$9,027.28
C Boyle	Reimb	\$12.21
CAEDA	Funding	\$106,121.00
CarolinaSoftware	Services	\$700.00
Caselle	Services	\$75.00
CasperAlcovalIrrigationDist	Services	\$67,824.27
CasperPubSafetyComm	Services	\$5,624.50
CATC	Funding	\$69,881.33
CDWGVmt	Goods	\$1,761.29
Centurylink	Services	\$8,859.86
CityofCasper	Services	\$7,268.16
CommTech	Goods	\$2,091.83
CowdinCleaning	Services	\$748.00
CSeverance	Reimb	\$60.00
CtrIWySrSvcs	Funds	\$41,250.00
DCourtade	Reimb	\$500.00
Dell	Goods	\$2,642.54
DglsFireDept	Services	\$226.47
DNelson	Reimb	\$75.00
DPCIndustries	Goods	\$6,955.70
DrksLndscp	Refund	\$56.26
DSlaght	Reimb	\$1,086.10
E Rud	Reimb	\$73.85
EdgeEngineering	Services	\$450.00
Energy307	Refund	\$9.62
FirstData	Services	\$2,631.62
FirstInterstateBank	Services	\$380.55
FirstInterstateBank	Services	\$1,968.95
FLecky	Refund	\$40.43
FmlyJrnyCtr	Services	\$2,868.69
GCrotty	Reimb	\$430.15
GeerInvstmnts	Services	\$22,800.00
GeosyntecConsult	Consult	\$6,100.95
GGracia	Refund	\$260.28
GlobalSpect	Funding	\$119,225.29
GMayhue	Reimb	\$29.88
GolderAssociates	Services	\$10,753.97
GReble	Refund	\$23.08
GrndvwPub	Supp	\$158.20
GWilliamsInvst	Services	\$1,000.00

Hach	Goods	\$2,613.68
HDR Engineering	Projects	\$11,633.11
Hein-Bond	Services	\$8,661.03
HghPlnsConst	Refund	\$11.38
HighPlainsConstruction	Goods	\$48,643.95
Hitek	Services	\$233.52
Homax	Goods	\$23,862.27
InbergMillerEngineers	Services	\$11,121.06
Installation&Svc	Projects	\$9,134.61
ISC	Supplies	\$808.19
ITCElec	Services	\$979.20
ItstheLttlthings	Services	\$350.00
JAlsup	Refund	\$12.77
JJacques	Refund	\$5.21
JKistler	Refund	\$20.77
JTLGroup	Services	\$606,247.63
JWilhelm	Reimb	\$208.94
KellySvcs	Services	\$1,179.20
Kiwanis	Services	\$228.00
KJohnston	Reimb	\$105.00
KMcPheeters	Reimb	\$20.85
LisasSpicnSpan	Services	\$2,400.00
LMedoff, PH.D	Services	\$1,250.00
LnInNtlLife	Services	\$266.13
LNHubbard	Services	\$4,025.00
LxisNxis	Svc	\$135.43
MDean	Reimb	\$75.00
MLockwood	Reimb	\$71.00
Motorola	Goods	\$207,878.00
MunicipalCodeCorp	Goods	\$900.00
Nalco	Supp	\$15,731.64
NC Clerk	Services	\$150.00
NCHallofJustice	Services	\$41,553.62
NCSheriffsOffice	Funding	\$176,848.96
NIsn/GaardCnslt	Services	\$2,043.08
NorthParkTransport	Services	\$104.75
NRomer	Refund	\$702.58
NrthrnLgthsMfg	Services	\$960.00
OlsonAutobody	Services	\$17,648.41
Pntwrks	Services	\$223.15
PostalPros	Services	\$17,938.07
Printworks	Supp	\$649.42
PShoemake	Refund	\$53.60

R Ogden	Reimb	\$71.00
RDCrawford	Reimb	\$1,159.80
Ricoh	Svc	\$70.24
RMcNicholl	Refund	\$67.03
RockyMtnPower	Services	\$229,839.95
RodBarstadsPnt	Services	\$1,352.70
RotaryClub	Dues	\$228.00
SalemMinerals	Supplies	\$744.49
SeniorPatientAdvocates	Services	\$900.00
SGastil	Refund	\$129.00
ShoshoneDistributing	Goods	\$245.00
SHuschka	Refund	\$37.24
SKrueger	Refund	\$22.96
SkylineRanches	Services	\$641.41
SNunn	Reimb	\$7.58
SRyden	Reimb	\$100.00
Stateline7	Services	\$555.00
StealthPartnerGroup	Services	\$53,841.05
TEIhart	Reimb	\$199.08
TEscarsega	Refund	\$50.00
TestAmLab	Services	\$4,531.00
TopOffice	Goods	\$266.09
TransmissionDist	Supplies	\$7,229.25
TretoConstruction	Projects	\$47,270.00
Tweed'sWholesale	Goods	\$502.13
UrgentCare	Services	\$1,500.00
VeoliaWtr Tech	Services	\$42,742.80
WardwellWater&Sewer	Services	\$134.20
WarriorKit	Supplies	\$22,219.92
WasteWaterTreatment	Funding	\$358,698.89
WestEco	Svcs	\$1,777.50
WesternBusiness	Services	\$495.00
WesternMedical	Services	\$1,725.00
WesternPlainsLandscaping	Services	\$57,960.52
WesternWaterConsult	Services	\$2,163.70
WestlandPark	Services	\$2,939.94
WGalloway	Reimb	\$301.44
WilliamsPorterDay	Services	\$133.00
WolcottGalleria	Services	\$747.50
Worldwash	Services	\$575.00
WorthingtonLenhart&Carpenter	Services	\$5,482.60
WstInteractiveSvcs	Services	\$4,500.00
WstrnStsFire	Supp	\$1,990.00

WYMdclCtr	Refund	\$60.00
WYTrnsfr	Services	\$12,109.44
YouthCrisisCenter	Funding	\$15,000.00
		\$3,063,025.83
Conflict Claim – Charlie Powell	Travel Reimbursement	\$245.25

5. BRIGHT SPOTS IN OUR COMMUNITY

Mayor Pacheco then honored City of Casper parks employees Paul Zowada and Mike Yarger for their assistance of a co-worker who was having a stroke this summer. Doctors feel that the recognition and fast action of these employees saved the life of co-worker Scott Zimmerman. Mr. Zowada came forward and Mayor Pacheco thanked him and presented him with a certificate of recognition.

6. COMMUNICATIONS FROM PERSONS PRESENT

Individual addressing the Council was Pat Sweeney, 951 N. Kimball, offering support for the Business Council Grant and asking about other funding options for the project. City Manager Napier addressed his question. Other individuals addressing the Council were: Steven Smathers, 3311 Stagecoach, stating his opposition to the proposed animal care and control ordinance; Jamie Bates, Indian Paintbrush, recommending specific changes to language for the animal ordinance; Megan Schafer, 232 S. Lennox, also requesting specific changes to the animal ordinance; Brad Hopkins, Executive Director of the Wyoming Rescue Mission, thanking Council for agency funding and requesting respect for panhandlers; and “Mileage” Mike, N. Jefferson, sharing his concerns about the animal ordinance.

7. ESTABLISH PUBLIC HEARING

Moved by Councilmember Hopkins, seconded by Councilmember Powell, to, by minute action: establish November 20, 2018, as the public hearing date for the consideration of an ordinance to vacate portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th 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. Motion passed.

8.A.1 PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of the annexation, plat/replat, and zoning creating the State Office Building Addition. City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated October 3, 2018 and an affidavit of publication, as published in the Casper-Star Tribune, dated October 30, 2018. City Manager Napier provided a brief report. Speaking in support was Kevin Hawley, 2302 W. 39th; and Jim Chaput, 7950 Hat Six. Speaking in opposition was Megan Schafer, 232 S. Lennox. There being no others to speak for or against the issues involving the State Office Building Addition, the public hearing was closed.

Following ordinance read:

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.

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

8.A.2 PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of the panhandling ordinance. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated October 22, 2018. City Manager Napier provided a brief report. Speaking in support was Francesco, Trappers Trail; and Ken Bates, Indian Paintbrush. There being no others to speak for or against the issues involving the panhandling ordinance, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 21-18
AN ORDINANCE REPEALING AND REPLACING CHAPTER
9.18 OF THE CASPER MUNICIPAL CODE PERTAINING TO
PANHANDLING.

Councilmember Walsh presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Johnson. Councilmembers addressed the matter briefly. Councilmember Huber joined the meeting at 7 p.m. City Manager Napier stated that if this ordinance fails, that Council may wish to consider repealing the ordinance that is currently in place. Councilmember Laird voted nay. Motion passed.

8.A.3 PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of the motor vehicle operator's license ordinance. City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated October 22, 2018. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving the motor vehicle operator's license, the public hearing was closed.

Following ordinance read:

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.

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

9. ORDINANCE– THIRD READING

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 Powell presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Johnson. 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.

10. ORDINANCE– SECOND READING

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 Johnson presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Humphrey. City Manager Napier provided a brief report. There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

11.A RESOLUTION

Following resolution read:

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.

Councilmember Morgan presented the foregoing resolution for adoption. Seconded by Councilmember Walsh. City Manager Napier provided a brief report. Councilmembers Laird and Hopkins spoke regarding the matter. City Manager Napier addressed a question presented by Councilmember Laird. Motion passed.

11.B RESOLUTION

Following resolution read:

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.

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

Mayor Pacheco provided a brief explanation of orphaned agency funding.

11.C CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-221

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

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.

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.

RESOLUTION NO. 18-224

A RESOLUTION AUTHORIZING CONSENT TO THE SUBLEASE OF THE LICENSE AGREEMENT BETWEEN THE CITY OF CASPER AND ALLTEL COMMUNICATIONS, LLC.

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.

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.

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.

RESOLUTION NO. 18-228

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY SEWER SERVICE WITH GEO GROUP, INC.

RESOLUTION NO. 18-230

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ANDREEN HUNT CONSTRUCTION, INC., FOR THE LOWER EASTDALE CREEK CHANNEL IMPROVEMENTS – PHASE 2 PROJECT.

RESOLUTION NO. 18-232

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH NATRONA COUNTY REGARDING THE DISTRIBUTION OF BUREAU OF JUSTICE ASSISTANCE GRANT FUNDS.

RESOLUTION NO. 18-233

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE WYOMING OFFICE OF HOMELAND SECURITY FOR THE STATE HOMELAND SECURITY PROGRAM.

RESOLUTION NO. 18-234

A RESOLUTION AUTHORIZING A CONTRACT WITH THE CHILDREN'S ADVOCACY PROJECT, INC.

RESOLUTION NO. 18-235

A RESOLUTION AUTHORIZING A CONTRACT WITH THE WYOMING SENIOR CITIZENS, INC.

RESOLUTION NO. 18-236
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
SELF HELP CENTER, INC.

RESOLUTION NO. 18-237
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
WYOMING RESCUE MISSION.

RESOLUTION NO. 18-238
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
CENTRAL WYOMING HOSPICE AND TRANSITIONS.

RESOLUTION NO. 18-239
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
BRAIN INJURY ALLIANCE.

RESOLUTION NO. 18-240
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
COMMUNITY ACTION PARTNERSHIP.

RESOLUTION NO. 18-241
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
CENTRAL WYOMING SENIOR SERVICES, INC.

RESOLUTION NO. 18-242
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
NATRONA COUNTY MEALS ON WHEELS.

RESOLUTION NO. 18-243
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
YOUTH CRISIS CENTER.

RESOLUTION NO. 18-244
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
MERCER FAMILY RESOURCE CENTER.

RESOLUTION NO. 18-245
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
CASA OF NATRONA COUNTY.

RESOLUTION NO. 18-246
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
MOTHER SETON HOUSING, INC.

RESOLUTION NO. 18-247
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
INTERFAITH OF NATRONA COUNTY.

RESOLUTION NO. 18-248
A RESOLUTION AUTHORIZING A CONTRACT WITH THE
CASPER AREA TRANSPORTATION COALITION.

Councilmember Laird presented the foregoing twenty six (26) resolutions for adoption. Seconded by Councilmember Walsh. Motion passed.

12. MINUTE ACTION— NOT CONSENT

Moved by Councilmember Hopkins, seconded by Councilmember Johnson, to, by consent minute action, authorize the purchase of two (2) new 3/4 ton 4x4 cab and chassis, from Greiner Ford, in the total amount of \$61,276, before trade-in allowance; and appoint Ruth Heald, Emil Gercke, Christy Aksamit, Cathleen Stepp, Jared Fehringer, and reappoint Robin Broumley to the Citizen's Transportation Advisory Commission with terms expiring December 31, 2021. Motion passed.

13. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Walsh provided a brief update on the possible parking solution for the Kelly Walsh high school neighborhood and the animal ordinance. Councilmember Laird suggested proposed changes to the animal ordinance.

14. ADJOURN INTO EXECUTIVE SESSION

At 7:43 p.m., it was moved by Councilmember Huber, seconded by Councilmember Humphrey, to, by minute action adjourn into executive session to discuss personnel and land acquisition. Councilmember Johnson voted nay. Motion passed. Council moved into the Council meeting room. At 7:59 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Humphrey, to adjourn the executive session. Council returned to the Council Chambers.

15. ADJOURNMENT

At 8:00 p.m., it was moved by Councilmember Johnson, seconded by Councilmember Walsh, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Meeting Room
November 13, 2018

Casper City Council met in special session at 5:15 p.m., Tuesday, November 13, 2018. Present: Councilmembers Hopkins, Walsh, Johnson, Morgan, and Mayor Pacheco.

Moved by Councilmember Walsh, seconded by Councilmember Hopkins, to, by minute action, excuse the absence of Councilmembers Humphrey, Huber, Powell, and Laird. Motion passed.

Moved by Councilmember Johnson, seconded by Councilmember Morgan, to, by minute action: establish November 20, 2018, as the public hearing date for the consideration of Fiscal Year 2019 budget amendments. Motion passed.

The following resolution was considered, by consent agenda:

RESOLUTION NO. 18-249

A RESOLUTION SUPPORTING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL UNDER THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM FOR A PLANNING PROJECT ON BEHALF OF THE CASPER-NATRONA COUNTY ECONOMIC DEVELOPMENT JOINT POWERS BOARD.

Councilmember Hopkins presented the foregoing one (1) resolution for adoption. Seconded by Councilmember Walsh. Motion passed.

Mayor Pacheco noted the next meetings of the City Council will be a regular Council meeting to be held at 6:00 p.m., Tuesday, November 20, 2018, in the Council Chambers; and, a work session to be held at 4:30 p.m., Tuesday, November 27, 2018, in the Council's meeting room.

Moved by Councilmember Morgan, seconded by Councilmember Johnson, to adjourn the special session. Motion passed. The meeting was adjourned at 5:22 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

71 CONSTRUCTION, INC.	1786-1 RETAINAGE 15-51	-\$10,128.63
	Subtotal for Cost Center Capital Projects - Streets:	-\$10,128.63
	138-1 GOLF COURSE CART PATH REPAIRS	\$15,156.00
	Subtotal for Cost Center Golf Course:	\$15,156.00
	1786-1 #15-051 K STREET IMPROVEMENTS	\$50,643.15
	1786-1 #15-051 K STREET IMPROVEMENTS	\$50,643.15
	Subtotal for Cost Center Streets:	\$101,286.30
	Vendor Subtotal:	\$106,313.67
A.M.B.I. & SHIPPING, INC.	18-10-516 POSTAGE	\$44.80
	Subtotal for Cost Center City Attorney:	\$44.80
	18-10-518 POSTAGE	\$1.16
	Subtotal for Cost Center City Manager:	\$1.16
	18-10-519 POSTAGE	\$22.41
	Subtotal for Cost Center Engineering:	\$22.41
	18-10-521 POSTAGE	\$662.59
	Subtotal for Cost Center Finance:	\$662.59
	18-10-522 Postage for Oct 2018	\$28.42
	Subtotal for Cost Center Fire:	\$28.42
	18-10-526 POSTAGE	\$18.33
	Subtotal for Cost Center Human Resources:	\$18.33
	18-10-524 FIRST CLASS POSTAGE/SHELTER	\$208.46
	Subtotal for Cost Center Metro Animal:	\$208.46
	18-10-532 REGULAR MAILINGS	\$385.22
	Subtotal for Cost Center Police:	\$385.22
	18-10-528 POSTAGE	\$1.16
	Subtotal for Cost Center Property & Liability Insurance:	\$1.16
	Vendor Subtotal:	\$1,372.55

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

AAA LANDSCAPING	16767 WEED MOWING	\$388.50
	Subtotal for Cost Center Code Enforcement:	\$388.50
	Vendor Subtotal:	\$388.50
AARON KLOKE	2622632 REIMB URBAN LAND CONFERENCE	\$1,185.00
	Subtotal for Cost Center Planning:	\$1,185.00
	Vendor Subtotal:	\$1,185.00
ADAM HIATT	RIN0029037 REIMBURSEMENT FOR MS TEST	\$234.99
	Subtotal for Cost Center Information Services:	\$234.99
	Vendor Subtotal:	\$234.99
ADAM RAVER	RIN0029034 MILEAGE REIMBURSEMENT	\$5.35
	Subtotal for Cost Center Information Services:	\$5.35
	Vendor Subtotal:	\$5.35
ALLEY, JAMES B	0031998118 UTILITY REFUND	\$12.67
	Subtotal for Cost Center Water:	\$12.67
	Vendor Subtotal:	\$12.67
ALLIANCE ELECTRIC LLC.	8136 POWER FOR CRUSHER HAZMAT	\$1,217.75
	8095 BLOWN FUSE LEACHATE	\$70.00
	Subtotal for Cost Center Balefill:	\$1,287.75
	Vendor Subtotal:	\$1,287.75
ALLIANT INSURANCE SVCS.	920118 PRR LIABILITY INSURANCE	\$489.00
	Subtotal for Cost Center Refuse Collection:	\$489.00
	Vendor Subtotal:	\$489.00

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

AMERICAN TITLE AGENCY, INC.	80-124531 O&E RPT LTS 5,6,7 KENWOOD ADDT	\$125.00
	Subtotal for Cost Center Engineering:	\$125.00
	Vendor Subtotal:	\$125.00
ARROWHEAD HEATING & AIR CONDITIONING	12052 LABOR HEAT EQUIP BLDG	\$181.45
	Subtotal for Cost Center Balefill:	\$181.45
	Vendor Subtotal:	\$181.45
AVA E BELL	RIN0028929 VICTIM SERVICES TRAINING COST	\$165.75
	Subtotal for Cost Center Police Grants:	\$165.75
	Vendor Subtotal:	\$165.75
BIG WEST LANDSCAPING LLC	RIN0029072 HERITAGE HILLS - RECLAMATION	\$13,357.00
	Subtotal for Cost Center Engineering:	\$13,357.00
	Vendor Subtotal:	\$13,357.00
BILL FAWCETT	RIN0029048 HERITAGE HILLS - RECLAMATION	\$900.00
	Subtotal for Cost Center Engineering:	\$900.00
	Vendor Subtotal:	\$900.00
BILL SALISBURY	RIN0029045 STEEL TOED WORK BOOTS	\$75.00
	Subtotal for Cost Center Balefill:	\$75.00
	Vendor Subtotal:	\$75.00
BLACK HILLS ENERGY	AP00018311091823 NATURAL GAS	\$4,083.18
	AP00023211091823 NATURAL GAS	\$313.07
	Subtotal for Cost Center Aquatics:	\$4,396.25
	AP00022911091823 NATURAL GAS	\$1,640.68
	Subtotal for Cost Center Balefill:	\$1,640.68

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

AP00018711091823 NATURAL GAS	\$113.58
Subtotal for Cost Center Buildings & Structures:	\$113.58
AP00022611091823 NATURAL GAS	\$119.67
Subtotal for Cost Center Cemetery:	\$119.67
AP00018711091823 NATURAL GAS	\$50.49
AP00018711091823 NATURAL GAS	\$241.65
AP00018711091823 NATURAL GAS	\$121.93
AP00022711091823 NATURAL GAS	\$893.26
Subtotal for Cost Center City Hall:	\$1,307.33
AP00023011091823 NATURAL GAS	\$1,113.81
Subtotal for Cost Center Fire:	\$1,113.81
AP00019411091823 NATURAL GAS	\$1,857.21
Subtotal for Cost Center Fleet Maintenance:	\$1,857.21
AP00019511091823 NATURAL GAS	\$317.37
Subtotal for Cost Center Fort Caspar:	\$317.37
AP00018811091823 NATURAL GAS	\$279.56
Subtotal for Cost Center Golf Course:	\$279.56
AP00018411091823 NATURAL GAS	\$755.75
Subtotal for Cost Center Ice Arena:	\$755.75
AP00019211091823 NATURAL GAS	\$866.73
Subtotal for Cost Center Metro Animal:	\$866.73
AP00022211091823 NATURAL GAS	\$120.67
Subtotal for Cost Center Parks:	\$120.67
AP00019111091823 NATURAL GAS	\$547.09
Subtotal for Cost Center Recreation:	\$547.09
AP00019311091823 NATURAL GAS	\$17.34
Subtotal for Cost Center Sewer:	\$17.34
AP00022811091823 NATURAL GAS	\$4,629.63
Subtotal for Cost Center Waste Water:	\$4,629.63

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

AP00023111091823 NATURAL GAS \$603.55
Subtotal for Cost Center Water: **\$603.55**

RIN0029074 ENERGY HEAT \$4,311.08
Subtotal for Cost Center Water Treatment Plant: **\$4,311.08**

Vendor Subtotal: **\$22,997.30**

BREHMER, RON/LEOMA

0031998116 UTILITY REFUND \$128.74
Subtotal for Cost Center Water: **\$128.74**

Vendor Subtotal: **\$128.74**

CASELLE, INC.

91343 CONTRACT SUPPORT MAINTENANCE \$75.00
Subtotal for Cost Center Finance: **\$75.00**

Vendor Subtotal: **\$75.00**

CASPAR BUILDING SYSTEMS, INC.

BB006 BALER BUILDING EXPANSION PROJ \$223,341.88
MRF005 BALER BUILDING EXPANSION PROJE \$84,175.00
Subtotal for Cost Center Balefill: **\$307,516.88**

008 RETAINAGE 16-050 -\$1,661.47
Subtotal for Cost Center Capital Projects - Fire: **-\$1,661.47**

008 FIRE EMS STATION #5 \$379,432.89
Subtotal for Cost Center Fire: **\$379,432.89**

BB006 RETAINAGE 13-050 -\$22,334.19
MRF005 RETAINAGE 13-050 -\$8,417.50
Subtotal for Cost Center Refuse Collection: **-\$30,751.69**

Vendor Subtotal: **\$654,536.61**

CASPER AREA CONVENTION & VISITORS BUREAU

1004 TRAVEL & TOURISM GUIDE \$500.00
Subtotal for Cost Center Aquatics: **\$500.00**

1004 TRAVEL & TOURISM GUIDE \$500.00
Subtotal for Cost Center Golf Course: **\$500.00**

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

1004 TRAVEL & TOURISM GUIDE \$500.00
Subtotal for Cost Center Hogadon: \$500.00

1004 TRAVEL & TOURISM GUIDE \$500.00
Subtotal for Cost Center Ice Arena: \$500.00

1004 TRAVEL & TOURISM GUIDE \$500.00
Subtotal for Cost Center Recreation: \$500.00

Vendor Subtotal: \$2,500.00

CASPER NATRONA COUNTY HEALTH DEPARTMENT

0025489-IN MONTHLY FUNDING \$45,000.00
Subtotal for Cost Center Social Community Services: \$45,000.00

Vendor Subtotal: \$45,000.00

CDW GOVERNMENT, INC.

NPC0211 SOFTWARE FOR TOUGHBOOKS \$280.86
Subtotal for Cost Center Metro Animal: \$280.86

Vendor Subtotal: \$280.86

CENTRAL WY. REGIONAL WATER

168401 OCT18 SYSTEM INVESTMENT FEES \$6,198.00
168482 OCT18 WHOLESALE WATER \$350,855.53
Subtotal for Cost Center Water: \$357,053.53

Vendor Subtotal: \$357,053.53

CENTURYLINK

RIN0029033 GAS SYSTEM ANALOGUE LINES \$61.70
RIN0029033 LATE FEES \$7.00
Subtotal for Cost Center Balefill: \$68.70

RIN0029059 PHONE USE \$10,963.92
Subtotal for Cost Center Communications Center: \$10,963.92

RIN0029073 PHONE USE \$140.86
Subtotal for Cost Center Fleet Maintenance: \$140.86

RIN0029059 PHONE USE \$358.30

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

Subtotal for Cost Center Police: **\$358.30**

RIN0029073 PHONE USE \$277.04

Subtotal for Cost Center Recreation: **\$277.04**

RIN0029073 PHONE USE \$154.64

Subtotal for Cost Center Waste Water: **\$154.64**

Vendor Subtotal: **\$11,963.46**

CIGNA HEALTH & LIFE INSURANCE COMPANY

2375105 PLAN ADMIN FEES \$11,957.40

Subtotal for Cost Center Health Insurance: **\$11,957.40**

Vendor Subtotal: **\$11,957.40**

CITY OF CASPER

5128/168345 OCT 18 CITY CATC WORKORDERS \$1,753.71

5128/168345 OCT 18 FTA CATC WORKORDERS \$7,014.84

5128/168346 OCTOBER 18 CITY CATC FUEL \$7,340.07

5128/168346 OCTOBER 18 FTA CATC FUEL \$7,340.07

Subtotal for Cost Center C.A.T.C.: **\$23,448.69**

Vendor Subtotal: **\$23,448.69**

CITY OF CASPER - BALEFILL

1337/168390 STREET SWEEPING FEES \$2,266.00

Subtotal for Cost Center Balefill: **\$2,266.00**

525/168423 SANITATION \$19.20

Subtotal for Cost Center Hogadon: **\$19.20**

2772/168343 SANITATION \$5,598.96

2772/168388-474 SANITATION \$63,276.72

2772/168527 SANITATION \$8,120.16

2772/168512 SANITATION \$6,024.96

2772/168282 SANITATION \$6,276.12

2772/168311 SANITATION \$6,636.48

2772/168555 SANITATION \$5,355.96

Subtotal for Cost Center Refuse Collection: **\$101,289.36**

1276/168386 SANITATION \$25.44

1276/168422 SANITATION \$87.36

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

1276/168511 SANITATION	\$148.32
1276/168310 SANITATION	\$159.36
Subtotal for Cost Center Waste Water:	\$420.48

Vendor Subtotal:	\$103,995.04
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CIVIL ENGINEERING PROFESSIONALS, INC.

18-102-03 ENG SERVICES - SURVEYOR	\$960.00
Subtotal for Cost Center Engineering:	\$960.00

17-045-11 CY BOOSTER STATION PROFESSIONA	\$15,167.13
17-045-11 CY BOOSTER STATION PROFESSIONA	\$7,470.37
Subtotal for Cost Center Water:	\$22,637.50

Vendor Subtotal:	\$23,597.50
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CMI TECO, INC.

370 NEW PLOW FOR PARKS DEPT.	\$14,433.00
Subtotal for Cost Center Parks:	\$14,433.00

5087 TANDEM AXLE TRUCK W/DUMP BODY,	\$174,147.00
Subtotal for Cost Center Streets:	\$174,147.00

Vendor Subtotal:	\$188,580.00
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COLLECTION CENTER INC.

974300000350 COLLECTION FEES	\$117.17
Subtotal for Cost Center Code Enforcement:	\$117.17

972000000430 COLLECTION FEES	\$55.87
Subtotal for Cost Center Refuse Collection:	\$55.87

972000000430 COLLECTION FEES	\$42.46
Subtotal for Cost Center Sewer:	\$42.46

972000000430 COLLECTION FEES	\$125.15
Subtotal for Cost Center Water:	\$125.15

Vendor Subtotal:	\$340.65
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COMMUNICATION TECHNOLOGIES INC

80339 REPAIRS TO UNIT 284	\$51.50
80351 REPAIR UNIT 239	\$51.50

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

TECHNOLOGIES, INC.	80341 REPAIR UNIT 284	\$154.50
	80342 STRIP UNIT 1-6699	\$309.00
	80313 STRIP UNIT 302	\$309.00
	80308 STRIP UNIT 305	\$309.00
	80314 STRIP UNIT 303	\$309.00
	Subtotal for Cost Center Police:	\$1,493.50
	Vendor Subtotal:	\$1,493.50
COMPUTER PROFESSIONALS UNLIMITED, INC.	INV112103 6 NEW COMPUTERS	\$8,503.85
	Subtotal for Cost Center Engineering:	\$8,503.85
	Vendor Subtotal:	\$8,503.85
DAVIDSON FIXED INCOME MGMT.	2018-10CASPER FIXED INCOME MGT FEES	\$3,859.22
	Subtotal for Cost Center Finance:	\$3,859.22
	Vendor Subtotal:	\$3,859.22
DELL MARKETING LP	10273378303A ACROBAT PRO DC	\$398.25
	Subtotal for Cost Center City Clerk:	\$398.25
	10275206499 ACROBAT PRO - TCOTTENOIR	\$154.44
	Subtotal for Cost Center Engineering:	\$154.44
	10273049761 LAPTOP SOFTWARE	\$380.08
	Subtotal for Cost Center Sewer:	\$380.08
	Vendor Subtotal:	\$932.77
DELTA DENTAL PLAN OF WY.	RIN0029040 DENTAL PREMIUMS	\$1,564.50
	RIN0029071 DENTAL INSURANCE	\$31,933.70
	Subtotal for Cost Center Health Insurance:	\$33,498.20
	Vendor Subtotal:	\$33,498.20
EDEN K-9 CONSULTING & TRAINING CORP	1170 K9 SOFTWARE KATS PLATINUM	\$522.00
	Subtotal for Cost Center Police Grants:	\$522.00

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

TRAINING CORP

Vendor Subtotal: **\$522.00**

ENGINEERING DESIGN ASSOCIATES

10595 City Hall Chiller upgrade \$187.50

10596 Ash St. Bldg HVAC Assessment \$437.50

Subtotal for Cost Center Buildings & Structures: **\$625.00**

10594 ROBERTSON ROAD EMERG GENERATOR \$250.00

Subtotal for Cost Center Waste Water: **\$250.00**

Vendor Subtotal: **\$875.00**

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5570 2018 ARTERIALS/COLLECTORS \$11,520.95

Subtotal for Cost Center Streets: **\$11,520.95**

Vendor Subtotal: **\$11,520.95**

ESO SOLUTIONS INC

00011157 Year 5 of ESO Firehouse Contra \$15,740.00

Subtotal for Cost Center Fire: **\$15,740.00**

Vendor Subtotal: **\$15,740.00**

FAITH A CONAWAY

RIN0029066 HOLIDAY SQUARE \$150.00

Subtotal for Cost Center Parks: **\$150.00**

Vendor Subtotal: **\$150.00**

FAMILY JOURNEY CENTER

139 FY19 1%#15 ONE CENT FUNDING \$4,301.68

9091 FY19 1%#15 ONE CENT FUNDING \$247.02

Subtotal for Cost Center Capital Projects - City Mgr: **\$4,548.70**

Vendor Subtotal: **\$4,548.70**

FIRST DATA MERCHANT SVCS CORP.

REMI1355704 CC FEES \$5,711.13

Subtotal for Cost Center Balefill: **\$5,711.13**

REMI1355700 SEPTEMBER CREDIT CARD FEE \$107.39

Bills & Claims

11/07/2018 to 11/20/2018

Subtotal for Cost Center Fort Caspar: **\$107.39**

REMI1355701 CC SERVICE CHARGES AT PRO SHOP \$958.11

Subtotal for Cost Center Golf Course: **\$958.11**

REMI1355702 CREDIT CARD SERVICES \$38.65

Subtotal for Cost Center Metro Animal: **\$38.65**

Vendor Subtotal: **\$6,815.28**

FIRST INTERSTATE BANK

RIN0029043 BANK DEPOSIT TICKETS \$57.60

Subtotal for Cost Center Engineering: **\$57.60**

RIN0029068 SERVICE CHARGES \$270.84

RIN0029069 OCT 2018 LOCKBOX \$1,990.15

Subtotal for Cost Center Finance: **\$2,260.99**

RIN0029070 PROGRAMS & PROJECTS \$262.00

RIN0029039 PROGRAMS & PROJECTS \$428.00

Subtotal for Cost Center Human Resources: **\$690.00**

Vendor Subtotal: **\$3,008.59**

FIRST INTERSTATE BANK - PETTY CASH

RIN0029064 PETTY CASH \$201.18

Subtotal for Cost Center Metro Animal: **\$201.18**

23 WITNESS FEES \$115.00

Subtotal for Cost Center Municipal Court: **\$115.00**

RIN0029046 PETTY CASH \$37.00

RIN0029046 PETTY CASH \$30.64

Subtotal for Cost Center Recreation: **\$67.64**

Vendor Subtotal: **\$383.82**

FORTERRA PIPE AND PRECAST

RIN0029037 CONCRETE PRODUCTS FOR COMPOST \$23,625.00

Subtotal for Cost Center Balefill: **\$23,625.00**

Vendor Subtotal: **\$23,625.00**

Bills & Claims

11/07/2018 to 11/20/2018

FREMONT MOTOR CASPER, INC.	57890 DODGE 1-TON DUALY W/BLUE RIDG	\$45,575.00
	57892 DODGE 1-TON DUALY W/BLUE RIDG	\$46,358.00
	Subtotal for Cost Center Streets:	\$91,933.00
	Vendor Subtotal:	\$91,933.00
FREMONT MOTOR COMPANY	77972 POLICE SUV LESS TRADE IN	\$33,128.46
	Subtotal for Cost Center Police:	\$33,128.46
	Vendor Subtotal:	\$33,128.46
GARAGE DOOR DUDES	0477 ADJUST GARAGE DOOR CARWASH	\$100.00
	Subtotal for Cost Center Fleet Maintenance:	\$100.00
	Vendor Subtotal:	\$100.00
GARY MARSH, INC.	394 CONTRACT PAYMENT FOR GOLF PRO	\$2,593.35
	Subtotal for Cost Center Golf Course:	\$2,593.35
	Vendor Subtotal:	\$2,593.35
GLOBAL SPECTRUM L.P.	0000919-IN CEC NOV FUNDING	\$82,909.91
	0000930-IN BARE KNUCKLE BOXING FUNDS	\$23,715.21
	0000927-IN TICKET FUNDS REQUEST	\$67,000.00
	0000926-IN WHSAA - VOLLEYBALL FUNDS	\$44,438.18
	Subtotal for Cost Center Casper Events Center:	\$218,063.30
	Vendor Subtotal:	\$218,063.30
GREATER WYOMING BIG BROTHERS, BIG SISTERS	2015-13 FY19 1%#15 ONE CENT FUNDING	\$2,623.41
	Subtotal for Cost Center Capital Projects - City Mgr:	\$2,623.41
	Vendor Subtotal:	\$2,623.41
GSG ARCHITECTURE	17593 DESIGN & CONST ADMIN FOR FIRE	\$17,008.42
	Subtotal for Cost Center Fire:	\$17,008.42

Bills & Claims

11/07/2018 to 11/20/2018

Vendor Subtotal: **\$17,008.42**

HDR ENGINEERING, INC.

1200151424 WATER RIGHTS & SUPPLY ANALYSIS \$3,533.20

Subtotal for Cost Center Water: **\$3,533.20**

Vendor Subtotal: **\$3,533.20**

**HIGH PLAINS
CONSTRUCTION, INC.**

2018-ASP29 HOT MIX \$235.44

Subtotal for Cost Center Streets: **\$235.44**

Vendor Subtotal: **\$235.44**

**HINSPERGERS POLY
INDUSTRIES, LTD.**

000173870 4 REPLACEMENT GREEN COVERS \$4,116.00

Subtotal for Cost Center Golf Course: **\$4,116.00**

Vendor Subtotal: **\$4,116.00**

HITEK COMMUNICATIONS

2542 VIDEO SURVEILLANCE PROJECT \$11,225.50

Subtotal for Cost Center Balefill: **\$11,225.50**

2542 VIDEO SURVEILLANCE PROJECT \$13,285.00

Subtotal for Cost Center Casper Recreation Center: **\$13,285.00**

2542 VIDEO SURVEILLANCE PROJECT \$4,834.00

Subtotal for Cost Center Metro Animal: **\$4,834.00**

2641 ELECTRICAL CHANGE ORDER \$440.00

2542 VIDEO SURVEILLANCE PROJECT \$7,941.50

2542 VIDEO SURVEILLANCE PROJECT \$7,941.50

Subtotal for Cost Center Police: **\$16,323.00**

Vendor Subtotal: **\$45,667.50**

HOMAX OIL SALES, INC.

0432547-IN STOCK, 01/F1 UNL 7001 GAL \$16,843.70

0432543-IN STOCK, 02/F2 DIESEL 7000 GAL \$19,789.63

0429972-IN STOCK, 01/F1 UNL 6601 GAL \$15,353.26

0429971-IN STOCK, 02/F2 DIESEL 6400 GAL \$18,028.58

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

0429951-IN STOCK, DEF BELK 750 GAL	\$1,297.50
0428440-IN CREDIT, DRUM CHARGE	-\$40.00
Subtotal for Cost Center Fleet Maintenance:	\$71,272.67

CL90713 OCTOBER FUEL	\$4,456.44
Subtotal for Cost Center Water:	\$4,456.44

Vendor Subtotal:	\$75,729.11
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INSTALLATION & SVC. CO.

269142 Hydrant repair claim #1693CA	\$10,300.00
Subtotal for Cost Center Property & Liability Insurance:	\$10,300.00

Vendor Subtotal:	\$10,300.00
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INTEGRATED TECHNOLOGIES

18101901 RECON RELAYS AND STARTERS	\$2,500.00
Subtotal for Cost Center Parks:	\$2,500.00

Vendor Subtotal:	\$2,500.00
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ISC, INC/VENTURE TECHNOLOGIES

SIN027029 ANNUAL MAINTENANCE	\$5,578.60
Subtotal for Cost Center Communications Center:	\$5,578.60

SIN026909 1 YEAR MAINTENANCE SA ANNOUNCE	\$1,362.72
SIN027278 ZERTO MAINTENANCE 2018-2019	\$8,046.00
SIN027297 PURE MAINTENANCE 2018-2019	\$10,560.00
Subtotal for Cost Center Information Services:	\$19,968.72

SIN027170 SWITCH MAINT	\$1,931.40
Subtotal for Cost Center Police:	\$1,931.40

Vendor Subtotal:	\$27,478.72
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IZA HILL

RIN0029062 TRAVEL EXPENSES	\$22.25
Subtotal for Cost Center Police Grants:	\$22.25

Vendor Subtotal:	\$22.25
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KIMLEY-HORN AND

05937 MPO STRATEGIC PARKING PLAN	\$504.21
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Bills & Claims

11/07/2018 to 11/20/2018

ASSOCIATES	05937 MPO STRATEGIC PARKING PLAN	\$4,797.68
	Subtotal for Cost Center Metropolitan Planning:	\$5,301.89
	Vendor Subtotal:	\$5,301.89
KNIFE RIVER/JTL	RIN0029044 RETAINAGE 17-093	-\$29,700.20
	Subtotal for Cost Center Capital Projects - Water:	-\$29,700.20
	182994 1/2" PLANT MIX	\$258.12
	183367 1/2" PLANT MIX	\$254.34
	183133 1/2" PLANT MIX	\$254.34
	183251 1/2" PLANT MIX	\$280.80
	Subtotal for Cost Center Streets:	\$1,047.60
	RIN0029044 #17-093 2018 ARTERIALS & COLLE	\$297,002.06
	RIN0029042 2018 CPUT ASPHALT REPAIR	\$6,604.92
	RIN0029042 RETAINAGE 18-001	-\$451.12
	Subtotal for Cost Center Water:	\$303,155.86
	Vendor Subtotal:	\$274,503.26
LEHMAN, TIERNEY	0031998114 UTILITY REFUND	\$46.82
	Subtotal for Cost Center Water:	\$46.82
	Vendor Subtotal:	\$46.82
LESLIE FRITZLER	RIN0029061 TRAVEL EXPENSES	\$377.14
	Subtotal for Cost Center Police Grants:	\$377.14
	Vendor Subtotal:	\$377.14
MARK SANCHEZ	RIN0029049 STEEL TOED WORK BOOTS	\$75.00
	Subtotal for Cost Center Balefill:	\$75.00
	Vendor Subtotal:	\$75.00
MCMURRY READY MIX CO.	227516 CONCRETE	\$229.00
	Subtotal for Cost Center Water:	\$229.00

Bills & Claims

11/07/2018 to 11/20/2018

Vendor Subtotal: \$229.00

MIKE DEAN

3848 PANT REIMBURSEMENT \$26.24

Subtotal for Cost Center Water: \$26.24

Vendor Subtotal: \$26.24

MOTOROLA SOLUTIONS

8230200171 MONTHLY MAIN \$3,725.99

Subtotal for Cost Center Communications Center: \$3,725.99

Vendor Subtotal: \$3,725.99

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

RIN0029058 ETHERNET LINK \$503.73

Subtotal for Cost Center Communications Center: \$503.73

AP00017911091823 METRO INTERNET SVS \$1,003.55

Subtotal for Cost Center Finance: \$1,003.55

Vendor Subtotal: \$1,507.28

MOUNTAIN WEST VALUATIONS LLC

211-18D APPRAISAL LOTS 23-26, PLAINS \$1,500.00

Subtotal for Cost Center Planning: \$1,500.00

Vendor Subtotal: \$1,500.00

MUNICIPAL CODE CORP.

00318612 MUNI SUPP. NO. 68 \$442.82

Subtotal for Cost Center City Attorney: \$442.82

00318612 MUNI SUPP. NO. 68 \$126.50

Subtotal for Cost Center City Manager: \$126.50

00318612 MUNI CODE NO. 68 \$63.25

Subtotal for Cost Center Engineering: \$63.25

00318612 MUNI CODE NO. 68 \$63.25

Subtotal for Cost Center Planning: \$63.25

Bills & Claims

11/07/2018 to 11/20/2018

00318612 MUNI CODE NO. 68	\$189.75
Subtotal for Cost Center Police:	\$189.75

00318612 MUNI CODE NO. 68	\$63.25
Subtotal for Cost Center Refuse Collection:	\$63.25

00318612 MUNI SUPP. NO. 68	\$63.25
Subtotal for Cost Center Water:	\$63.25

Vendor Subtotal:	\$1,012.07
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NALCO CHEMICAL CO.

67299420 FERROUS CHLORIDE NPSSI-CCF	\$20,602.80
Subtotal for Cost Center Waste Water:	\$20,602.80

Vendor Subtotal:	\$20,602.80
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NAPA AUTO PARTS CORP.

8076 NAPA IBS Expenses Sept 2018	\$11,904.79
RIN0029035 VEHICLE SUPPLIES NAPA IBS	\$38,529.52
RIN0029035 CONSUMABLES SEPT 2018	\$653.85
RIN0029035 TOOLS SEPT 2018	\$94.00
Subtotal for Cost Center Fleet Maintenance:	\$51,182.16

Vendor Subtotal:	\$51,182.16
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NATIONAL BENEFIT SERVICES

672556 PLAN ADMIN FEES	\$369.05
Subtotal for Cost Center Health Insurance:	\$369.05

Vendor Subtotal:	\$369.05
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NATRONA COUNTY - SHERIFFS' OFFICE

3287 JUVENILE PRISONER CARE OCT	\$7,500.00
Subtotal for Cost Center Police:	\$7,500.00

Vendor Subtotal:	\$7,500.00
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NATRONA COUNTY TREASURER

RIN0029057 REFUND REGIONAL EMERGENCY RESP	\$1,354.21
Subtotal for Cost Center General Fund Revenue:	\$1,354.21

Vendor Subtotal:	\$1,354.21
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Bills & Claims

11/07/2018 to 11/20/2018

ONE CALL OF WY.

50083 OCT18 LOCATE TICKETS \$234.90
Subtotal for Cost Center Sewer: \$234.90

50083 OCT18 LOCATE TICKETS \$287.10
Subtotal for Cost Center Water: \$287.10

Vendor Subtotal: \$522.00

P-CARD VENDORS

00081053 AMZN Mktp US M83ZM8B60 - Purch \$13.15
00081053 AMZN Mktp US M83ZM8B60 - Purch \$4.39
00081092 AMZN Mktp US M83CN4BPO - Purch \$14.64
00081092 AMZN Mktp US M83CN4BPO - Purch \$4.88
00081220 POOL SUPPLY UNLIMITED - Purcha \$56.74
00080732 HAWKINS INC - Purchase \$1,310.59
00080788 LIFEGUARD STORE - ONLI - Purch \$104.00
Subtotal for Cost Center Aquatics: \$1,508.39

00080615 BAILEYS ACE HDWE - Purchase \$7.97
00080645 SAMSCLUB #6425 - Purchase \$21.68
00080737 0970 CED - Purchase \$393.45
00080742 MURDOCHS RANCH &HOME # - Purch \$519.97
00080798 BAILEYS ACE HDWE - Purchase \$40.79
00080806 MENARDS CASPER WY - Purchase \$74.83
00080816 BAILEYS ACE HDWE - Purchase \$3.98
00080336 SOURCE OFFICE - VITAL - Purcha \$47.62
Subtotal for Cost Center Balefill: \$1,110.29

00080917 RMI WYOMING INC - Purchase \$170.40
00080950 BUSH-WELLS SPORTING GO - Purch \$625.00
00080974 MENARDS CASPER WY - Purchase \$16.98
00080993 BLOEDORN LUMBER CASPER - Purch \$15.29
00079552 SAMSCLUB #6425 - Purchase \$65.32
00080081 GRAINGER - Purchase \$38.09
00080109 COMTRONIX - Purchase \$252.00
00080503 GRAINGER - Purchase \$53.40
00080512 GRAINGER - Purchase \$83.28
00080546 BAILEYS ACE HDWE - Purchase \$22.37
00080587 BAILEYS ACE HDWE - Purchase \$2.79
00080610 GRAINGER - Purchase \$9.65
00080621 THE HOME DEPOT #6001 - Purchas \$38.43

Bills & Claims

11/07/2018 to 11/20/2018

00080631 CASPER WINNELSON CO - Purchase	\$16.57
00080655 CASPER WINNELSON CO - Purchase	\$586.72
00080667 HERCULES INDUSTRIES CA - Purch	\$11.60
00080686 Prairie Pella - Wyomin - Purch	\$993.48
00080693 NORCO INC - Purchase	\$633.92
00080717 Prairie Pella - Wyomin - Purch	\$483.00
00080744 INTERSTATE ALL BATTERY - Purch	\$40.10
00080771 CASPER WINNELSON CO - Purchase	\$32.52
00080779 SAMS CLUB #6425 - Purchase	\$75.37
00080790 CASPER WINNELSON CO - Purchase	\$15.82
00080807 CASPER CONTRACTORS SUP - Purch	\$199.00
00080831 SQ SQ ATLANTIC ELECT - Purch	\$325.50
00080839 DIAMOND VOGEL PAINT #7 - Purch	\$15.60
00080862 NORCO INC - Purchase	\$463.33
00080882 BLOEDORN LUMBER CASPER - Purch	\$609.98
00080358 CRUM ELECTRIC SUPPLY C - Purch	\$8.99
00080393 DENNIS SUPPLY COMPANY - Purcha	\$19.69
00080423 HERCULES INDUSTRIES CA - Purch	\$258.73
00080491 BLOEDORN LUMBER CASPER - Purch	\$15.21
00080534 GRAINGER - Purchase	\$170.25
Subtotal for Cost Center Buildings & Structures:	\$6,368.38
00080577 STAPLES 00114181 - Purch	\$46.27
00080653 NORCO INC - Purchase	\$248.44
Subtotal for Cost Center Cemetery:	\$294.71
00081125 ATLAS OFFICE PRODUCTS - Purcha	\$28.93
00081260 ATLAS OFFICE PRODUCTS - Purcha	\$20.49
00081048 TOP OFFICE PRODUCTS IN - Purch	\$933.16
00080469 WYOMING STATE BAR - Purchase	\$355.00
00080600 WYOMING STATE BAR - Purchase	\$355.00
00080861 WYOMING STATE BAR - Purchase	\$30.00
00080603 WYOMING STATE BAR - Purchase	\$380.00
00080709 ATLAS OFFICE PRODUCTS - Purcha	\$32.76
Subtotal for Cost Center City Attorney:	\$2,135.34
00080345 VCN NATRONAREALESTATEC - Purch	\$20.50
00080640 B & B RUBBER STAMP SHO - Purch	\$43.90
00080671 CASPER STAR TRIBUNE - Purchase	\$204.00
00080719 ATLAS OFFICE PRODUCTS - Purcha	\$65.52
00080767 CASPER STAR TRIBUNE - Purchase	\$90.38
Subtotal for Cost Center City Clerk:	\$424.30

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

00080592 INTERNATION - Purchase	\$1,400.00
00080662 WALGREENS #7601 - Purchase	\$10.06
00080435 SMK SURVEYMONKEY.COM - Purchas	\$12.33
00079099 RENTAL CAR TOLLS - Purchase	\$13.95
00079549 SQU SQ INNOCENT AMAJI - Purch	\$48.30
00079999 JIMMY JOHNS - 2035 - Purchase	\$9.03
00080016 LOAF N JUG #0119 Q81 - Purch	\$25.92
00080583 EXXONMOBIL 47651294 - Purch	\$33.00
00080791 INTERNATION - Purchase	\$686.00
00080898 RIDLEY'S 1132 - Purchase	\$17.15
00080915 DOUGH ENTERPRISES LLC - Purcha	\$33.50
00080971 YELLOWSTONE GARAGE - Purchase	\$65.12
Subtotal for Cost Center City Manager:	\$2,354.36
00080574 VZWRLSS MY VZ VB P - Purchase	\$54.58
00080985 ATLAS REPRODUCTION INC - Purch	\$15.90
00079649 INT'L CODE COUNCIL INC - Purch	\$135.00
00079778 WYOMING WORK WAREHOUSE - Purch	\$413.95
00080410 NETWORK FLEET. INC. - Purchase	\$227.40
00080586 INTUIT IN PEDENS INC - Purch	\$60.00
Subtotal for Cost Center Code Enforcement:	\$906.83
00079825 NATIONAL ACADEMY OF EM - Purch	\$100.00
00080342 DAIRY QUEEN - Purchase	\$5.38
00080860 SAMS CLUB #6425 - Purchase	\$24.65
00080873 VZWRLSS IVR VB - Purchase	\$123.52
00080887 AT&T 0512212711001 - Purcha	\$85.56
00080912 GUS GLOBALSTAR USA - Purchase	\$178.53
00080930 CHARTER COMM - Purchase	\$79.87
00080955 DTV DIRECTV SERVICE - Purchase	\$84.99
Subtotal for Cost Center Communications Center:	\$682.50
00080576 CASPER STAR TRIBUNE - Purchase	\$794.40
00080594 VZWRLSS MY VZ VB P - Purchase	\$259.55
00080643 SAMSCLUB #6425 - Purchase	\$64.82
00080435 SMK SURVEYMONKEY.COM - Purchas	\$12.34
00080925 EGGINGTONS - Purchase	\$88.86
00080678 SAMSCLUB #6425 - Purchase	\$761.12
Subtotal for Cost Center Council:	\$1,981.09
00080906 INSTITUTE OF TRANSPORT - Purch	\$306.50
00080901 NATIONAL SOCIETY OF PR - Purch	\$1,196.00
00079735 CASPER STAR TRIBUNE renewal	\$509.95

Bills & Claims

11/07/2018 to 11/20/2018

Subtotal for Cost Center Engineering:	\$2,012.45
00080574 VZWRLSS MY VZ VB P - Purchase	\$27.29
00080684 ATLAS OFFICE PRODUCTS - Purcha	\$42.20
00080931 MOUNTAIN STATES LITHOG - Purch	\$102.06
00079942 VZWRLSS IVR VB - Purchase	\$280.07
00080716 VZWRLSS IVR VB - Purchase	\$280.07
00080804 NORCO INC - Purchase	\$25.00
Subtotal for Cost Center Finance:	\$756.69
00080969 KINSCO - Purchase	\$111.96
00080990 MES/WARREN FIRE/LAWMEN - Purch	\$364.92
00081098 VZWRLSS MY VZ VB P - Purchase	\$1,903.80
00078862 NORTHFACE VF OUTDOOR - Purchas	\$299.00
00079262 GALLS - Purchase	\$423.15
00079342 MARMOT.COM - Purchase	\$1,417.50
00079442 BAILEYS ACE HDWE - Purchase	\$37.15
00079890 THE HOME DEPOT 6001 - Purchase	\$83.87
00079916 EXXONMOBIL 47626544 - Purch	\$16.29
00079917 FEDEX 783086308890 - Purchase	\$106.70
00079932 THE HOME DEPOT #6001 - Purchas	\$125.28
00079982 AUTOZONE #1293 - Purchase	\$29.38
00079983 NORTHFACE VF OUTDOOR - Credit	-\$299.09
00079989 EXXONMOBIL 47626544 - Purch	\$77.57
00080030 GALLS - Purchase	\$1,378.68
00080118 WALMART.COM - Purchase	\$31.00
00080149 THE HOME DEPOT #6001 - Purchas	\$25.94
00080154 MARMOT.COM - Credit	-\$472.55
00080165 BEARING BELTCHAIN00244 - Purch	\$8.54
00080178 GALLS - Purchase	\$81.45
00080191 EXXONMOBIL 47626544 - Purch	\$71.03
00080213 LITTLE CAESARS 1989 00 - Purch	\$25.16
00080215 NFPA NATL FIRE PROTECT - Purch	\$175.00
00080216 EXXONMOBIL 47626544 - Purch	\$44.47
00080237 NFPA NATL FIRE PROTECT - Purch	\$1,345.50
00078447 5.11 TACTICAL.COM ECOM - Purch	\$186.88
00079160 Orbitz 7380753329826 - Purchas	\$3.40
00079558 MARMOT.COM - Purchase	\$472.50
00079636 ECMS - Purchase	\$729.97
00079867 BIG LOTS STORES - #444 - Purch	\$18.90
00080041 COORS SILVER BULLET BA - Purch	\$15.86
00080041 COORS SILVER BULLET BA - Purch	\$15.86
00080054 WHEATLAND TRAVEL CEN - Purchas	\$24.25

Bills & Claims

11/07/2018 to 11/20/2018

00080088 RUDY'S REDEYE GRILL - Purchase	\$25.27
00080088 RUDY'S REDEYE GRILL - Purchase	\$25.28
00080107 Lindey's Prime Steak H - Purch	\$41.79
00080107 Lindey's Prime Steak H - Purch	\$41.79
00080119 LOAF N JUG #0119 Q81 - Purch	\$50.82
00080126 DIA PARKING OPERATIONS - Purch	\$32.00
00080196 PF CHANGS #9981 - Purchase	\$15.72
00080196 PF CHANGS #9981 - Purchase	\$15.73
00080222 WHITE BEAR COUNTRY INN - Purch	\$137.44
00080247 WHITE BEAR COUNTRY INN - Purch	\$137.44
00080360 WAL-MART #1617 - Purchase	\$243.26
00080408 WM SUPERCENTER #3778 - Purchas	\$25.02
00080677 WM SUPERCENTER #3778 - Purchas	\$4.54
00080696 WM SUPERCENTER #3778 - Purchas	\$144.62
00080834 NFPA NATL FIRE PROTECT - Purch	\$378.95
00078946 MARMOT.COM - Purchase	\$472.50
00080309 AMZN Mktp US MT1RF7W10 - Purch	\$159.99
00080334 HARBOR FREIGHT TOOLS 3 - Purch	\$59.83
00080346 EXXONMOBIL 47626544 - Purch	\$70.66
00080352 CPU IIT - Purchase	\$65.94
00080371 STAPLES 00114181 - Purch	\$6.99
00080385 THE HOME DEPOT #6001 - Purchas	\$54.52
00080398 ARCHITECTURALGLAZINGCO - Purch	\$1,721.50
00080416 LN CURTIS - Purchase	\$1,643.00
00080450 MES/WARREN FIRE/LAWMEN - Purch	\$31.95
00080472 SMITHS FUEL CTR #9185 - Purcha	\$4.99
00080497 EXXONMOBIL 47626544 - Purch	\$84.64
00080498 INTUIT IN PEDENS INC - Purch	\$252.00
00080515 BEST BUY 00015271 - Purch	\$461.98
00080517 EXXONMOBIL 47626544 - Purch	\$78.22
00080531 BEST BUY 00015271 - Purch	\$194.23
00080568 ALBERTSONS #0060 - Purchase	\$44.10
00080638 SQU SQ THE FLOUR BIN - Purcha	\$18.40
00080644 EXXONMOBIL 47626544 - Purch	\$70.74
00080663 BLOEDORN LUMBER CASPER - Purch	\$2,075.97
00080700 ALBERTSONS #0062 - Purchase	\$26.91
00080724 VZWRLSS MY VZ VB P - Purchase	\$120.03
00080735 ACT 2018 WY Rural Fire - Purch	\$130.00
00080743 ACT 2018 WY Rural Fire - Purch	\$130.00
00080746 INTUIT IN PEDENS INC - Purch	\$84.00
00080770 RODOLPH BROTHERS INC - Purchas	\$418.50
Subtotal for Cost Center Fire:	\$18,680.58

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

00080574 VZWRLSS MY VZ VB P - Purchase	\$27.29
00080041 COORS SILVER BULLET BA - Purch	\$15.86
00080088 RUDY'S REDEYE GRILL - Purchase	\$25.27
00080107 Lindsey's Prime Steak H - Purch	\$41.78
00080180 WHITE BEAR COUNTRY INN - Purch	\$137.44
00080196 PF CHANGS #9981 - Purchase	\$16.90
00080338 SQU SQ MAD TRANSPORTA - Purch	\$595.00
00080493 STAPLES 00114181 - Purch	\$20.99
00080510 GREINER FORD LINCOLN O - Purch	\$1,050.00
00080572 KELLYS ALIGNMENT AND B - Purch	\$259.00
00080601 KELLYS ALIGNMENT AND B - Purch	\$63.00
00080604 KELLYS ALIGNMENT AND B - Purch	\$1.61
00080624 SAFETY KLEEN SYSTEMS B - Purch	\$1,055.88
00080647 KELLYS ALIGNMENT AND B - Purch	\$159.39
00080673 PARTMASTER - Purchase	\$64.65
00080056 CPU IIT - Purchase	\$418.99
00080071 STAPLES 00114181 - Purch	\$103.54
00080209 URGENT CARE OF CASPER - Purcha	\$240.00
00080272 E&F HOLDING CO. - Purchase	\$75.00
00080272 E&F HOLDING CO. - Purchase	\$75.00
00080303 NMI NATIONWIDE - Purchase	\$50.00
00080318 B & B RUBBER STAMP SHO - Purch	\$30.95
00080325 PAYPAL EAGLEEEYEENT - Purchase	\$343.42
00080327 ATLAS OFFICE PRODUCTS - Purcha	\$23.99
00080401 NORCO INC SCRUBBS COM - Purcha	\$51.76
00080410 NETWORK FLEET. INC. - Purchase	\$18.95
00080582 HONNEN EQUIPMENT 04 - Purchase	\$2,487.44
00080602 CUMMINS INC - Purchase	\$720.00
Subtotal for Cost Center Fleet Maintenance:	\$8,173.10
00080676 ROCKYMOUNTAINFIRESYSIN - Purch	\$191.00
00080745 SP SY FABRICS - Purchase	\$38.89
00080764 HOBBY-LOBBY #0233 - Purchase	\$18.94
00080849 USPS PO 5762700491 - Purchase	\$2.66
00080625 CRUM ELECTRIC SUPPLY C - Purch	\$2,711.88
00080656 CPU IIT - Purchase	\$468.00
Subtotal for Cost Center Fort Caspar:	\$3,431.37
00080894 C&J SAYLES INC - Purchase	\$806.00
00080616 SQU SQ CASPER GLASS, - Purcha	\$94.33
Subtotal for Cost Center General - Fort Caspar:	\$900.33
00080687 R & R REST STOPS - Purchase	\$378.00

Bills & Claims

11/07/2018 to 11/20/2018

00080762 THE HOME DEPOT 6001 - Purchase	\$88.43
Subtotal for Cost Center Golf Course:	\$466.43
00080684 ATLAS OFFICE PRODUCTS - Purcha	\$42.19
Subtotal for Cost Center Health Insurance:	\$42.19
00080918 CASPER MOUNTAIN MOTORS - Purch	\$44.37
00080951 HOMEDEPOT.COM - Purchase	\$254.70
00080965 THE HOME DEPOT #6001 - Purchas	\$117.98
00080984 ALPHAGRAPHICS BOZEMAN - Credit	-\$20.31
00081005 THE HOME DEPOT #6001 - Credit	-\$75.48
00081007 HOSE & RUBBER SUPPLY C - Purch	\$23.24
00080802 MOUNTAIN WEST TECH - Purchase	\$49.95
00080818 THE HOME DEPOT 6001 - Purchase	\$576.87
00080829 FISH WINDOW CLEANING # - Purch	\$720.00
00080840 FACEBK JW4M4GJ3A2 - Purchase	\$34.68
00080843 FACEBK 24ZLQGA3A2 - Purchase	\$0.06
00080848 ALPHAGRAPHICS BOZEMAN - Purcha	\$437.99
00080855 FACEBK XDALPG23A2 - Purchase	\$6.92
00080874 THE HOME DEPOT #6001 - Purchas	\$49.97
00080611 CRUM ELECTRIC SUPPLY C - Purch	\$35.90
00080608 MAVERIK #547 - Purchase	\$17.47
00080617 SQ SQ ATLANTIC ELECT - Purch	\$910.00
00080619 INT IN CREED COMPANIE - Purch	\$402.45
00080620 CRUM ELECTRIC SUPPLY C - Purch	\$285.33
00080623 ORKIN LLC 002 - Purchase	\$116.19
00080639 SUMMIT ELECTRIC, INC. - Purcha	\$1,155.77
00080642 THE HOME DEPOT #6001 - Purchas	\$188.20
00080646 COWBOY SUPPLY HOUSE IN - Purch	\$207.07
00080648 CASPER MOUNTAIN MOTORS - Purch	\$53.35
00080649 WYOMING RENTS LLC - Purchase	\$60.00
Subtotal for Cost Center Hogadon:	\$5,652.67
00080684 ATLAS OFFICE PRODUCTS - Purcha	\$42.20
00080824 INTUIT IN PEDENS INC - Purch	\$60.00
00080660 VISTAPR VistaPrint.com - Purch	\$88.19
00080669 ATLAS OFFICE PRODUCTS - Purcha	\$17.46
Subtotal for Cost Center Human Resources:	\$207.85
00080935 SAMS CLUB #6425 - Purchase	\$29.90
00081033 VISTAR ROCKY MOUNTAIN - Purcha	\$127.76
00080727 VISTAR ROCKY MOUNTAIN - Purcha	\$41.55
00080763 FARMER BROTHERS COFFEE - Purch	\$384.30

Bills & Claims

11/07/2018 to 11/20/2018

00080903 SAMSCLUB.COM - Purchase	\$54.44
00080903 SAMSCLUB.COM - Purchase	\$266.96
00080059 RINK SYSTEMS INC - Purchase	\$277.51
00080283 RINK SYSTEMS INC - Purchase	\$277.51
00080377 RINK SYSTEMS INC - Credit	-\$277.51
00080433 FARMER BROTHERS COFFEE - Purch	\$289.28
00080483 SAMSCLUB #6425 - Purchase	\$47.90
00080527 SAMSCLUB.COM - Purchase	\$313.26
00080532 TRACTOR SUPPLY CO #199 - Purch	\$73.44
00080618 SAMSCLUB #6425 - Purchase	\$16.28
00080681 SAMSCLUB.COM - Purchase	\$237.24
00080725 AMERIGAS PRODUCT - Purchas	\$77.94
00080888 FACEBK LGD25K2TE2 - Purchase	\$1.40
00079774 AMERIGAS PRODUCT - Purchas	\$133.54
00080403 AMERIGAS PRODUCT - Purchas	\$56.34
Subtotal for Cost Center Ice Arena:	\$2,429.04
00080960 VZWRLSS APOCC VISB - Purchase	\$622.22
00081099 CPU IIT - Purchase	\$2,040.66
00080695 PETSMAST #3082 - Purchase	\$24.96
00080846 NORCO INC - Purchase	\$45.61
00080967 GIH GLOBALINDUSTRIALEQ - Purch	\$122.48
00080691 WESTSIDE ANIMAL HOSPIT - Purch	\$5,250.00
00080697 J P COOKE CO - Purchase	\$596.00
00080736 BARGREEN WYOMING 25 - Purchase	\$126.00
00080752 NORCO INC - Purchase	\$195.53
00080757 NORCO INC - Purchase	\$77.65
00080766 ALBERTSONS #0062 - Purchase	\$28.53
00080772 NORCO INC - Purchase	\$155.30
00080814 NORCO INC - Purchase	\$461.08
00079067 ALL CREATURES VETERINA - Purch	\$188.50
00079568 NORCO INC - Purchase	\$48.64
00079663 VZWRLSS IVR VB - Purchase	\$621.24
00079705 STAPLES 00114181 - Purch	\$37.97
00079728 DEA REGISTRATION - Purchase	\$244.00
00080410 NETWORK FLEET. INC. - Purchase	\$151.60
Subtotal for Cost Center Metro Animal:	\$11,037.97
00080958 ATLAS OFFICE PRODUCTS - Purcha	\$3.86
00080958 ATLAS OFFICE PRODUCTS - Purcha	\$36.77
00080392 CPU IIT - Purchase	\$1,508.79
00080392 CPU IIT - Purchase	\$158.56
00079934 SQUARE SQ WYOPA - City	\$14.76

Bills & Claims

11/07/2018 to 11/20/2018

00079934 SQUARE SQ WYOPA - Grant	\$140.49
Subtotal for Cost Center Metropolitan Planning:	\$1,863.23
00080580 AMAZON.COM M89HU3JH2 A - Purch	\$340.89
00080596 BLOEDORN LUMBER CASPER - Purch	\$10.10
00080629 THE HOME DEPOT #6001 - Purchas	\$44.00
00080651 THE HOME DEPOT #6001 - Purchas	\$34.30
00080574 VZWRLSS MY VZ VB P - Purchase	\$160.66
00080813 HOLIDAYCORO.COM - Purchase	\$30.45
00080832 HOSE & RUBBER SUPPLY C - Purch	\$6.00
00079000 TETON STEEL - Purchase	\$549.00
00079630 BEARING BELTCHAIN00244 - Purch	\$85.64
00080082 CPU IIT - Purchase	\$2,254.80
00080241 R & R REST STOPS - Purchase	\$766.08
00080410 NETWORK FLEET. INC. - Purchase	\$145.75
00080438 R & R REST STOPS - Purchase	\$989.04
00080543 CPS DISTRIBUTORS INC C - Purch	\$277.50
00080606 TETON STEEL - Purchase	\$110.00
Subtotal for Cost Center Parks:	\$5,804.21
00080794 CASPER STAR TRIBUNE - Purchase	\$501.68
Subtotal for Cost Center Perpetual Care:	\$501.68
00081019 CASPER STAR TRIBUNE - Purchase	\$76.28
00080435 SMK SURVEYMONKEY.COM - Purchas	\$12.33
00080958 ATLAS OFFICE PRODUCTS - Purcha	\$40.62
00079657 URBAN LAND INSTITUTE - Purchas	\$220.00
00080361 RICOH USA, INC - Purchase	\$302.71
00080627 ATLAS OFFICE PRODUCTS - Purcha	\$37.80
Subtotal for Cost Center Planning:	\$689.74
00080440 UNITED 01626011196460 - Pur	\$30.00
00080443 GREEN LEAF - Purchase	\$13.35
00080453 JAF CONCESSIONS, LLC - Purchas	\$2.43
00080509 QUE BUENO MEXICAN GRIL - Purch	\$10.79
00079583 UNITED 01629262440536 - Pur	\$200.00
00080535 LA COCINA - Purchase	\$122.79
00080567 SP DARK ANGEL SURVIV - Purch	\$99.95
00080726 MAVERIK #480 - Purchase	\$31.56
00080731 PAYPAL THARPECONSU - Purchase	\$390.00
00080733 THE MAV KITCHEN & TAP - Purcha	\$16.66
00080740 PAYPAL THARPECONSU - Purchase	\$195.00
00080759 EL JACAL MEXICAN GRILL - Purch	\$24.63

Bills & Claims

11/07/2018 to 11/20/2018

00080778 ALL ABOUT THE SMOKE - Purchase	\$12.37
00080782 PAYPAL REEVESCOMPA - Purchase	\$174.41
00080783 DASH MEDICAL GLOVES - Purchase	\$790.80
00080792 THE MAV KITCHEN & TAP - Purcha	\$27.50
00080801 CPU IIT - Purchase	\$59.95
00080808 HOTELS.COM152955238569 - Purch	\$585.36
00080808 HOTELS.COM152955238569 - Purch	\$585.36
00080822 ET THRIFTY - Purchase	\$148.88
00080826 CHEF S DA - Purchase	\$9.69
00080835 WESTERN WYOMING LOCK & - Purch	\$2.50
00080838 UNITED 01624238551526 - Pur	\$564.90
00080854 UNITED 01624238551515 - Pur	\$564.90
00080868 AMERI-TECH EQUIPMENT C - Purch	\$188.43
00080870 RESPOND FIRST AID OF W - Purch	\$62.71
00080876 CABLES PUB & GRILL - Purchase	\$11.57
00080883 INT IN JERRY POST, PS - Purch	\$2,000.00
00080891 AMZN MKTP US M89YO9GD0 - Purch	\$905.54
00080893 HOME PLATE RESTAURANT - Purcha	\$11.01
00080895 ENTENMANN-ROVIN COMPAN - Purch	\$1,929.90
00080897 E&F HOLDING CO. - Purchase	\$60.00
00080899 BEST BUY 00015271 - Purch	\$43.04
00080907 ALL ABOUT THE SMOKE - Purchase	\$12.91
00080908 USPS PO 5715580945 - Purchase	\$53.63
00080910 HOTELS.COM153012478377 - Purch	\$107.73
00080913 FEDEX 783528396945 - Purchase	\$36.21
00080914 MOUNTAIN STATES LITHOG - Purch	\$103.58
00080916 RICOH USA, INC - Purchase	\$438.58
00080927 COCA COLA BOTTLING CO - Purcha	\$105.00
00080929 NETMOTION WIRELESS, IN - Purch	\$10,321.50
00080938 INST. OF POLICE TECH & - Purch	\$795.00
00080939 UNITED 01624242289272 - Pur	\$601.90
00080940 AT&T BILL PAYMENT - Purchase	\$5,802.12
00080948 BURGER KING #4025 Q07 - Purch	\$9.85
00080962 E&F HOLDING CO. - Credit	-\$60.00
00080972 UNITED 01672211702173 - Pur	\$613.90
00080973 SOURCE OFFICE - VITAL - Purcha	\$34.50
00080979 INST. OF POLICE TECH & - Purch	\$825.00
00080980 CALIBRE PRESS - Purchase	\$318.00
00080996 INST. OF POLICE TECH & - Purch	\$795.00
00080998 UNITED 01672211702162 - Pur	\$613.90
00080999 BUDGET.COM PREPAY RESE - Purch	\$156.86
00081001 UNIFORMS 2 GEAR - Purchase	\$934.22
00081003 HOTELS.COM153032559723 - Purch	\$1,067.85

Bills & Claims

11/07/2018 to 11/20/2018

00080909 1503 JCS DAYTONA BEACH - Purch	\$26.36
00080920 TRAVELOCITY 7389186777 - Purch	\$5.84
00080934 RACETRAC603 00006031 - Purch	\$43.75
00080947 DELTA 00672209032504 - Pur	\$423.20
00080964 DELTA 00672209027523 - Pur	\$240.70
00080968 THE HOME DEPOT #6001 - Purchas	\$115.69
00080986 LITTLE CAESARS 1989 00 - Purch	\$27.26
00081014 THE HOME DEPOT #6001 - Purchas	\$52.13
00081017 TLO TRANSUNION - Purchase	\$226.25
00081028 THE COUNTRY STEAK OUT - Purcha	\$27.67
00081039 BUDGET.COM PREPAY RESE - Purch	\$204.77
00080828 YOURMEMBER-CAREERS - Purchase	\$100.00
00080851 PAYPAL POLICE JOBS - Purchase	\$80.00
00080282 WINGS ETC - 0068 - Purchase	\$15.00
00080348 APPLEBEES HEAR93203578 - Purch	\$13.97
00080404 SQUEALERS BARBEQUE - Purchase	\$14.69
00080424 TGI FRIDAY'S INDY - Purchase	\$20.00
00080728 FRONTIER PDZ12K - Purchase	\$50.00
00079576 CASPER STAR TRIBUNE - Purchase	\$150.92
00080626 VCN NATRONAREALESTATEC - Purch	\$20.50
00080692 STAPLES 00114181 - Purch	\$39.57
00080747 PAYPAL BBRUBBERSTA - Purchase	\$30.98
00080758 CASPER STAR TRIBUNE - Purchase	\$514.32
Subtotal for Cost Center Police:	\$36,006.79
00080689 SCHEELS JOHNSTOWN - Purchase	\$22.33
00080699 STRAIGHTTALK AIRTIME - Purchas	\$37.81
00080703 RED MOUNTAIN GRILL - Purchase	\$25.00
00080721 RED MOUNTAIN GRILL - Purchase	\$25.00
00080734 PUG RYANS - Purchase	\$25.04
00080738 PUG RYANS - Purchase	\$15.24
00080773 CHEBA HUT DILLON - Purchase	\$15.09
00080784 RED MOUNTAIN GRILL - Purchase	\$17.35
00080799 CHEBA HUT DILLON - Purchase	\$15.34
00080800 STARBUCKS STORE 05458 - Purcha	\$5.61
00080821 RED MOUNTAIN GRILL - Purchase	\$23.35
00080823 RED MOUNTAIN GRILL - Purchase	\$24.45
00080837 STIRFRY 88 - Purchase	\$11.82
00080850 STARBUCKS STORE 05458 - Purcha	\$5.72
00080852 STARBUCKS STORE 05458 - Purcha	\$5.61
00080856 COMFORT SUITES - Purchase	\$439.16
00080866 STIRFRY 88 - Purchase	\$11.82
00080877 TELEVISION EQUIPMNT AS - Purch	\$2,185.00

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

00080865 COMFORT SUITES - Purchase	\$439.16
Subtotal for Cost Center Police Grants:	\$3,349.90
00080684 ATLAS OFFICE PRODUCTS - Purcha	\$42.20
00080830 ATLAS OFFICE PRODUCTS - Purcha	\$48.14
00080669 ATLAS OFFICE PRODUCTS - Purcha	\$21.14
Subtotal for Cost Center Property & Liability Insurance:	\$111.48
00080928 NORCO INC - Purchase	\$203.42
00081025 SQ SQ VENTURE TECHNO - Purch	\$59.62
00081053 AMZN Mktp US M83ZM8B60 - Purch	\$13.16
00081053 AMZN Mktp US M83ZM8B60 - Purch	\$13.16
00081092 AMZN Mktp US M83CN4BPO - Purch	\$14.64
00081092 AMZN Mktp US M83CN4BPO - Purch	\$14.63
00080911 GLASS DOCTOR CASPER - Purchase	\$504.95
00080650 SPORTSMITH - Purchase	\$30.74
00080775 WPY PRODUCTION 101 IN - Purcha	\$261.00
Subtotal for Cost Center Recreation:	\$1,115.32
00080634 CASPER TIRE 0000705 - Purchase	\$70.00
00080410 NETWORK FLEET. INC. - Purchase	\$547.60
Subtotal for Cost Center Refuse Collection:	\$617.60
00080786 CASPER FIRE EXTINGUISH - Purch	\$4.42
00080836 SAMSClub #6425 - Purchase	\$37.68
00080919 PURVIS INDUSTRIES 67 - Purchas	\$6.89
00080966 7-ELEVEN 39510 - Purchase	\$40.70
00080982 ALSCO INC. - Purchase	\$283.40
00081002 RESIDENCE INN DENVER D - Purch	\$167.00
00080574 VZWRLSS MY VZ VB P - Purchase	\$27.29
00080410 NETWORK FLEET. INC. - Purchase	\$18.95
Subtotal for Cost Center Sewer:	\$586.33
00080574 VZWRLSS MY VZ VB P - Purchase	\$27.29
00080755 ANIXTER INC - UPS - Purchase	\$400.00
00080760 0970 CED - Purchase	\$19.40
00080875 BAILEYS ACE HDWE - Purchase	\$8.28
00080923 BLAKE WAUFLE SNAP ON - Purchas	\$6.00
00081004 ALSCO INC. - Purchase	\$438.70
00079337 HOLIDAY INN EXPRESS & - Purcha	\$433.14
00079368 HOLIDAY INN EXPRESS & - Purcha	\$721.90
00079386 HOLIDAY INN EXPRESS & - Purcha	\$721.90
00080456 PANDA EXPRESS 1547 - Purchase	\$10.11

Bills & Claims

11/07/2018 to 11/20/2018

00080473 PANDA EXPRESS 1547 - Purchase	\$9.84
00080485 PANDA EXPRESS 1547 - Purchase	\$12.38
00080544 HOPPERS SPORTS GRILL - Purchas	\$25.90
00080448 SQ SQ ABLE EQUIPMENT - Purch	\$580.00
00080748 OREILLY AUTO #2746 - Purchase	\$7.62
00080571 HOPPERS SPORTS GRILL - Purchas	\$11.10
00080578 APPLEBEES ARVA48248231 - Purch	\$41.05
00080591 CONOCO - UNITED PACIFI - Purch	\$39.05
00080605 APPLEBEES ARVA48248231 - Purch	\$13.52
00080622 YARD HOUSE 0108306 - Purchase	\$15.32
00080632 YARD HOUSE 0108306 - Purchase	\$14.56
00080657 ALL OUT FIRE EXTINGUIS - Purch	\$165.00
00080410 NETWORK FLEET. INC. - Purchase	\$473.75
00080665 BEAU JOS PIZZA ARVADA - Purcha	\$28.24
00080679 BEAU JOS PIZZA ARVADA - Purcha	\$27.71
00080680 STOTZ EQUIP CASPER 010 - Purch	\$107.96
00080712 THE HOME DEPOT #6001 - Purchas	\$76.89
00080809 CASPER STAR TRIBUNE - Purchase	\$218.38
Subtotal for Cost Center Streets:	\$4,654.99

00080574 VZWRLSS MY VZ VB P - Purchase	\$81.86
00080819 WYOMING ASSOCIATION OF - Purch	\$680.00
00080900 CASPER WINNELSON CO - Purchase	\$8.38
00080941 ALSCO INC. - Purchase	\$528.75
00080942 GRAINGER - Purchase	\$31.15
00080957 NORCO INC - Purchase	\$29.06
00081013 TW ENTERPRISES - Purchase	\$1,879.92
00081034 SHEET METAL SPECIALTIE - Purch	\$2,010.45
00081046 FERGUSON ENT #3069 - Purchase	\$183.44
00080751 BEARING BELTCHAIN00244 - Purch	\$44.19
00080754 VZWRLSS IVR VB - Purchase	\$137.83
00080756 TFS FISHER SCI ATL - Purchase	\$140.16
00080765 BLOEDORN LUMBER CASPER - Purch	\$13.70
00080768 OWPSACSTATE - Purchase	\$112.00
00080774 HACH COMPANY - Purchase	\$492.62
00080780 HACH COMPANY - Purchase	\$738.36
00080795 ATLAS OFFICE PRODUCTS - Purcha	\$2.63
00080593 JMC INSTRUMENTS - Purchase	\$1,838.08
00080599 WATERWORKS IND 2697 - Purchase	\$1,994.00
00080714 ATLAS OFFICE PRODUCTS - Purcha	\$98.94
00080776 CASPER STAR TRIBUNE - Purchase	\$501.68
Subtotal for Cost Center Waste Water:	\$11,547.20

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

00080690 HACH COMPANY - Purchase	\$1,126.81	
00080777 CPU IIT - Purchase	\$12,836.80	
00080789 RMI WYOMING INC - Purchase	\$146.93	
00080805 CASPER CONTRACTORS SUP - Purch	\$28.44	
00080810 RMI WYOMING INC - Purchase	\$50.42	
00080819 WYOMING ASSOCIATION OF - Purch	\$340.00	
00080827 WYOMING ASSOCIATION OF - Purch	\$85.00	
00080842 ENERGY LABORATORIES, I - Purch	\$412.50	
00080904 BEARING BELTCHAIN00244 - Purch	\$279.76	
00080961 TOP OFFICE PRODUCTS IN - Purch	\$186.68	
00080981 AHERN RENTALS INC - Purchase	\$66.93	
00080574 VZWRLSS MY VZ VB P - Purchase	\$80.85	
00080797 USPS PO 5715580945 - Purchase	\$13.40	
00080585 MPI WAREHOUSE CO INC - Purchas	\$66.69	
00080636 ENERGY LABORATORIES, I - Purch	\$374.00	
00080410 NETWORK FLEET. INC. - Purchase	\$208.45	
00080682 ENERGY LABORATORIES, I - Purch	\$660.00	
00080688 CASPER CONTRACTORS SUP - Purch	\$133.24	
00080628 CORE & MAIN LP 518 - Purchase	\$6,767.33	
00080785 CORE & MAIN LP 518 - Purchase	\$19,652.09	
Subtotal for Cost Center Water:	\$43,516.32	
00080574 VZWRLSS MY VZ VB P - Purchase	\$27.29	
00080963 POLLARDWATER.COM #3325 - Purch	\$426.78	
00081134 COASTAL CHEMICAL CO LL - Purch	\$119.16	
00081156 AWWA.ORG - Purchase	\$208.00	
Subtotal for Cost Center Water Treatment Plant:	\$781.23	
00079790 AGTERRA TECHNOLOGIES I - Purch	\$465.00	
00079835 PAWNEE BUTTES SEED INC - Purch	\$473.88	
00080313 STOTZ EQUIP CASPER 010 - Purch	\$3,166.00	
00080386 THE HOME DEPOT #6001 - Purchas	\$9.97	
00080487 ALPINE MOTOR SPORTS - Purchase	\$48.49	
00080558 INDUSTRIAL DISTRIBUTOR - Purch	\$120.95	
00080575 BOXWOOD TECHNOLOGY - Purchase	\$199.00	
00080581 THE HOME DEPOT #6001 - Purchas	\$35.85	
Subtotal for Cost Center Weed And Pest:	\$4,519.14	
Vendor Subtotal:	\$187,222.02	
PORTER, MUIRHEAD, CORNIA & HOWARD	4036 PROFESSIONAL AUDIT SERVICES	\$50,000.00
	Subtotal for Cost Center Finance:	\$50,000.00

Bills & Claims

11/07/2018 to 11/20/2018

	Vendor Subtotal:	\$50,000.00
POSTAL PROS SOUTHWEST INC	5523 UTILITY BILLING FEES	\$277.67
	Subtotal for Cost Center Finance:	\$277.67
	Vendor Subtotal:	\$277.67
PRESERVATION SOLUTIONS	219 MILESTONE#1 PRE-FIELD RESEARCH	\$3,250.00
	Subtotal for Cost Center Planning:	\$3,250.00
	Vendor Subtotal:	\$3,250.00
PROFORCE LAW ENFORCEMENT	359505 TASERS	\$8,494.25
	359997 SLINGS FOR LONG GUNS	\$113.10
	Subtotal for Cost Center Police Grants:	\$8,607.35
	Vendor Subtotal:	\$8,607.35
ROBERTS, KEITH M.	0031998117 UTILITY REFUND	\$43.22
	Subtotal for Cost Center Water:	\$43.22
	Vendor Subtotal:	\$43.22
ROCKY MOUNTAIN POWER	AP00014911091823 ELECTRICITY	\$4,403.41
	AP00016911091823 ELECTRICITY	\$1,886.14
	Subtotal for Cost Center Aquatics:	\$6,289.55
	AP00015011091823 ELECTRICITY	\$127.04
	Subtotal for Cost Center Cemetery:	\$127.04
	AP00015111091823 ELECTRICITY	\$3,242.20
	AP00015111091823 ELECTRICITY	\$358.36
	AP00015111091823 ELECTRICITY	\$61.25
	AP00015111091823 ELECTRICITY	\$791.95
	Subtotal for Cost Center City Hall:	\$4,453.76
	AP00016211091823 ELECTRICITY	\$244.86

Bills & Claims

11/07/2018 to 11/20/2018

Subtotal for Cost Center Communications Center:	\$244.86
AP00015511091823 ELECTRICITY	\$2,365.17
AP00024011091823 ELECTRICITY	\$677.03
Subtotal for Cost Center Fire:	\$3,042.20
AP00015411091823 ELECTRICITY	\$3,462.25
Subtotal for Cost Center Fleet Maintenance:	\$3,462.25
AP00015611091823 ELECTRICITY	\$551.53
Subtotal for Cost Center Fort Caspar:	\$551.53
AP00015711091823 ELECTRICITY	\$2,961.76
Subtotal for Cost Center Golf Course:	\$2,961.76
AP00015811091823 ELECTRICITY	\$1,299.35
AP00023511091823 ELECTRICITY	\$2,727.91
Subtotal for Cost Center Hogadon:	\$4,027.26
AP00015911091823 ELECTRICITY	\$5,249.58
Subtotal for Cost Center Ice Arena:	\$5,249.58
AP00016011091823 ELECTRICITY	\$851.90
Subtotal for Cost Center Metro Animal:	\$851.90
AP00018011091823 ELECTRICITY	\$3,099.92
Subtotal for Cost Center Parks:	\$3,099.92
AP00016211091823 ELECTRICITY	\$31.80
Subtotal for Cost Center Police:	\$31.80
AP00015211091823 ELECTRICITY	\$3,828.90
Subtotal for Cost Center Recreation:	\$3,828.90
AP00016311091823 ELECTRICITY	\$345.50
AP00023911091823 ELECTRICITY	\$62.92
Subtotal for Cost Center Sewer:	\$408.42
AP00016411091823 ELECTRICITY	\$46,426.55
AP00017011091823 ELECTRICITY	\$71.86
AP00024111091823 ELECTRICITY	\$83.88
Subtotal for Cost Center Streets:	\$46,582.29

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

AP00016611091823 ELECTRICITY	\$23,378.89
Subtotal for Cost Center Waste Water:	\$23,378.89

AP00016511091823 ELECTRICITY	\$25,303.43
AP00024311091823 ELECTRICITY	\$412.27
Subtotal for Cost Center Water:	\$25,715.70

Vendor Subtotal:	\$134,307.61
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SENIOR PATIENT ADVOCATES

2018-0517 OTHER CONTRACTUAL	\$450.00
Subtotal for Cost Center Health Insurance:	\$450.00

Vendor Subtotal:	\$450.00
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SHANNON DALEY

01186C CLOTHING REIMBURSEMENT	\$127.53
Subtotal for Cost Center Police:	\$127.53

Vendor Subtotal:	\$127.53
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STATE OF WY. - DEPT. OF REVENUE

OCTOBER 2018 OCTOBER SALES TAX	\$39.24
OCTOBER 2018 OCTOBER SALES TAX	\$4.67
Subtotal for Cost Center Aquatics:	\$43.91

OCTOBER 2018 OCTOBER SALES TAX	\$157.97
Subtotal for Cost Center Balefill:	\$157.97

OCTOBER 2018 OCTOBER SALES TAX	\$318.93
Subtotal for Cost Center Fort Caspar:	\$318.93

OCTOBER 2018 OCTOBER SALES TAX	\$393.68
Subtotal for Cost Center Ice Arena:	\$393.68

OCTOBER 2018 OCTOBER SALES TAX	\$0.87
Subtotal for Cost Center Recreation:	\$0.87

Vendor Subtotal:	\$915.36
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STATE OF WY. - TREASURER'S OFFICE

Cb7ce4943b UNCLAIMED PROPERTY Cb7ce4943b	\$2,177.43
Subtotal for Cost Center General - Finance:	\$2,177.43

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

TREASURER'S OFFICE

Vendor Subtotal: \$2,177.43

**STATELINE NO 7
ARCHITECTS**

1767 CITY HALL REFRESH PRE-BID \$575.00

Subtotal for Cost Center Perpetual Care: \$575.00

Vendor Subtotal: \$575.00

STEVEN NUNN

RIN0029063 TRAVEL EXPENSES \$50.00

Subtotal for Cost Center Police: \$50.00

Vendor Subtotal: \$50.00

STOTZ EQUIPMENT

E03407 REPL 090968/ NEW GATOR 090973 \$6,300.00

Subtotal for Cost Center Property & Liability Insurance: \$6,300.00

Vendor Subtotal: \$6,300.00

**THIRTY THREE MILE ROAD
IMPROVEMENT & SVS DIST**

RIN0029060 SEWERLINE FLUSHING WATER \$238.56

Subtotal for Cost Center Sewer: \$238.56

Vendor Subtotal: \$238.56

TOP OFFICE PRODUCTS

170519 COPY CHARGE MX-305V OCT2018 \$127.80

Subtotal for Cost Center Waste Water: \$127.80

Vendor Subtotal: \$127.80

TRETO CONST.

FMII-002 RETAINAGE 17-091 -\$9,058.10

Subtotal for Cost Center Capital Projects - Streets: -\$9,058.10

FMII-002 15TH & MCKINLEY INTERSECTION \$116,171.00

RIN0029047 2ND STREET CONCRETE REPAIRS 18 \$60,043.00

Subtotal for Cost Center Streets: \$176,214.00

Vendor Subtotal: \$167,155.90

Bills & Claims

11/07/2018 to 11/20/2018

TRIHYDRO CORP.	0135970 EPA BROWNFIELDS HAZARDOUS	\$5,258.33
	0135971 EPA BROWNFIELDS HAZARDOUS	\$908.25
	Subtotal for Cost Center Planning:	\$6,166.58
	Vendor Subtotal:	\$6,166.58
ULTRAMAX AMMUNITION	169444 AMMO	\$2,152.00
	Subtotal for Cost Center Police:	\$2,152.00
	Vendor Subtotal:	\$2,152.00
UNITED FIRE AND CASUALTY CO.	3 WWTP SANITARY SWR RPRS 15-39	\$42,910.30
	3 WWTP SANITARY SWR RPRS 15-39	\$12,910.31
	Subtotal for Cost Center Waste Water:	\$55,820.61
	Vendor Subtotal:	\$55,820.61
URGENT CARE OF CASPER LLC.	5010 PRE HIRE TESTING	\$1,500.00
	Subtotal for Cost Center Police:	\$1,500.00
	Vendor Subtotal:	\$1,500.00
VISION SVC. PLAN	805941014 BENEFITS PAYABLE	\$1,509.60
	805941017 COBRA CONTRIBUTIONS	\$47.70
	Subtotal for Cost Center Health Insurance:	\$1,557.30
	Vendor Subtotal:	\$1,557.30
WAYNE COLEMAN CONSTRUCTION, INC.	18098 RETAINAGE 18-032	-\$1,078.49
	RIN0029075 FAIRDALE AVENUE	-\$2,075.00
	Subtotal for Cost Center Capital Projects - Engineering:	-\$3,153.49
	RIN0029075 FAIRDALE AVENUE	\$40,102.00
	Subtotal for Cost Center Fire:	\$40,102.00
	18098 FAIRDALE AVENUE IMPROVEMENTS	\$107,776.45
	18107 FAIRDALE AVENUE IMPROVEMENTS	\$1,324.00

Bills & Claims

11/07/2018 to 11/20/2018

Subtotal for Cost Center Streets: **\$109,100.45**

Vendor Subtotal: **\$146,048.96**

WY. CONFERENCE OF BLDG. OFFICIALS

RIN0029056 WCOB Conference Registration \$600.00

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

Vendor Subtotal: **\$600.00**

WY. DEPT. OF TRANSPORTATION

0000103729 W YELLOWSTONE PROJ \$1,177.96

0000103730 W YELLOWSTONE PROJECT \$119.20

Subtotal for Cost Center Streets: **\$1,297.16**

Vendor Subtotal: **\$1,297.16**

WY. DEPT. OF WORKFORCE SVCS.

RIN0029041 3RD QTR UNEMPLOYMENT \$186.12

Subtotal for Cost Center Casper Events Center: **\$186.12**

RIN0029041 3RD QTR UNEMPLOYMENT \$3.80

Subtotal for Cost Center Communications Center: **\$3.80**

Vendor Subtotal: **\$189.92**

WY. LAW ENFORCEMENT ACADEMY

A-0457 ACADEMY TRAINING \$5,362.00

A-0457 ACADEMY AMMO \$5,040.00

Subtotal for Cost Center Police: **\$10,402.00**

Vendor Subtotal: **\$10,402.00**

WYOMING OFFICE PRODUCTS

303 RETAINAGE 17-077 -\$18,175.74

Subtotal for Cost Center Capital Projects - CEC: **-\$18,175.74**

303 CEC 2018 SEATING REPLACEMENT 1 \$181,757.40

Subtotal for Cost Center Casper Events Center: **\$181,757.40**

Vendor Subtotal: **\$163,581.66**

Bills & Claims

City of Casper

11/07/2018 to 11/20/2018

WYOMING TRANSFER & STORAGE	814966 MONTHLY STORAGE	\$500.00
	Subtotal for Cost Center City Manager:	\$500.00
	Vendor Subtotal:	\$500.00
	Grand Total	\$3,544,534.05

Approved By

On

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 11/20/18

Payroll Disbursements

11/13/18	FIRE PAYROLL	\$	165,006.17
11/13/18	BENEFITS & DEDUCTIONS	\$	29,604.07
11/15/18	CITY PAYROLL	\$	1,046,098.82
11/15/18	BENEFITS & DEDUCTIONS	\$	182,892.17

Total Payroll \$ 1,423,601.23

Additional Fees


Total Fees \$ -


Additional Accounts Payable

11/1/18	Prewrits - utility refunds		
	Capshaw Construction	\$	16.08
	Stephanie Chavez	\$	57.32
	Delores Endicott	\$	30.20
	Cynthia Gonzalez	\$	56.26
	Abby Gray	\$	5.85
	Kristophor Hutson	\$	33.93
	Nathan Kohler	\$	49.60
	Laurelby Property Mgmt	\$	21.29
	Nicole Magner	\$	6.48
	Larurine Pickering	\$	18.54
	Kody Shreve	\$	24.76
	Jarred Starks	\$	46.15
	Madelaine M. Stout	\$	33.46
	Don Traylor	\$	112.94
11/2/18	Wires out to Global Spectra		
	ATM Funds	\$	9,500.00
	Order Fee Revenue	\$	4,574.50
11/20/18	Tyler Technologies - new computer software wire	\$	1,470.42

Total Additional AP \$ 16,057.78

November 14, 2018

MEMO TO: Casper City Council
J. Carter Napier, City Manager 

FROM: John Henley, City Attorney 

SUBJECT: Distillery Satellite Tasting Rooms

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

Action Type
Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish December 4, 2018 as the Public Hearing date and 1st Reading for a new Distillery Satellite Tasting Room Ordinance of the Casper Municipal Code.

Summary

Section 5.08.010(11)(i) is created to read as follows:

Any other liquor or alcoholic beverage permit issued by the City or allowed by State law.

Section 5.08.028 is created to read as follows:

Manufacturing and rectifying.

a. A holder of a manufacturer's license who is a federally licensed distiller or rectifier may dispense free of charge at the site identified on the manufacturer's license samples in quantities not to exceed one and one-half (1.5) ounces of their product manufactured at the site identified on the manufacturer's license and no more than three (3) ounces of samples per consumer per day. The dispensing of samples shall be subject to the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions provided in W.S. 12-5-201.

b. The local licensing authority may issue to the holder of a manufacturer's license granted under subsection (a) of this section who is a federally licensed distiller or rectifier, a satellite manufacturer's permit which allows the permittee to sell product manufactured at the site identified on the manufacturer's license at not more than one (1) satellite location within Wyoming separate from its manufacturing site under the original permit. All products sold at a manufacturer's satellite location shall be obtained through the division. The satellite manufacturer's permit may be issued on application to the appropriate licensing authority. The local licensing authority may require a public hearing and the payment of an additional permit

fee not to exceed one hundred dollars (\$100.00). The satellite manufacturer's permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions pursuant to W.S. 12-5-201.

Financial Considerations

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

Attachments

Ordinance

Financial Consideration

None

Oversight/Project Responsibility

John Henley, City Attorney

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 5.08
OF THE CASPER MUNICIPAL CODE TO PERMIT
DISTILLERY SATELLITE TASTING ROOMS

WHEREAS, state law now allows for distillery satellite tasting rooms; and,

WHEREAS, it would be in the best interest of the City of Casper to amend its ordinances to conform to these changes in state law; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 5.08 of the Casper Municipal Code is hereby amended as follows:

Section 5.08.010(11)(i) is created to read as follows:

Any other liquor or alcoholic beverage permit issued by the City or allowed by State law.

Section 5.08.028 is created to read as follows:

Manufacturing and rectifying.

a. A holder of a manufacturer's license who is a federally licensed distiller or rectifier may dispense free of charge at the site identified on the manufacturer's license samples in quantities not to exceed one and one-half (1.5) ounces of their product manufactured at the site identified on the manufacturer's license and no more than three (3) ounces of samples per consumer per day. The dispensing of samples shall be subject to the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions provided in W.S. 12-5-201.

b. The local licensing authority may issue to the holder of a manufacturer's license granted under subsection (a) of this section who is a federally licensed distiller or rectifier, a satellite manufacturer's permit which allows the permittee to sell product manufactured at the site identified on the manufacturer's license at not more than one (1) satellite location within Wyoming separate from its manufacturing site under the original permit. All products sold at a manufacturer's satellite location shall be obtained through the division. The satellite manufacturer's permit may be issued on application to the appropriate licensing authority. The local licensing authority may require a public hearing and the payment of an additional permit fee not to exceed one hundred dollars (\$100.00). The satellite manufacturer's permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours set pursuant to W.S. 12-5-101 and the licensed building provisions pursuant to W.S. 12-5-201.

c. For purposes of this section:

(i) "Distiller" includes any person who:

- (A) Produces distilled spirits from any source or substance;
- (B) Brews or makes mash, wort or wash fit for distillation or for the production of distilled spirits, other than the making or using of mash, wort or wash in the authorized production of wine or beer, or the production of vinegar by fermentation;
- (C) By any process separates alcoholic spirits from any fermented substance; or
- (D) Making or keeping mash, wort or wash, has a still in operation at the site identified on the manufacturer's license.

(ii) "In operation" means is currently being operated or has been operated in the preceding twelve (12) months with all necessary permits;

(iii) "Manufacture" or "manufactured" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent (.5%) alcohol by volume;

(iv) "Rectifier" includes any person who colors, flavors or otherwise processes distilled spirits by distillation, blending, percolating or other processes.

Section 5.080.030 is amended to read as follows:

It is unlawful for any person to possess for sale, sell or dispense for any pecuniary advantage or give away to the public, as an inducement to the public to patronize any business, place or person within the city, any alcoholic liquor or malt beverage as defined in this chapter, or to operate a microbrewery, **winery, or manufacturing operation or tasting room** within the city without first obtaining a license to do so and paying the license fees therefor.

The first sentence of Section 5.08.070(A) – License application – Notice, hearing and appeals procedure – shall be amended to read as follows:

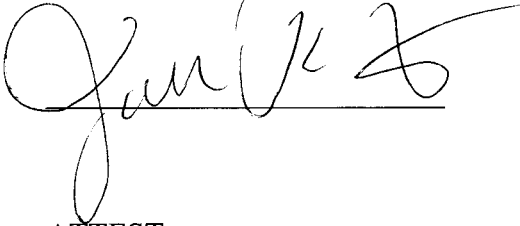
When an application for a license, special malt beverage permit, **satellite manufacturer's permit**, renewal, or a transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale, and publish the notice in a newspaper of local circulation once a week for two consecutive weeks.

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. The effective date of this Ordinance is 21 days after approval on 3rd Reading.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

November 2, 2018

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

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

SUBJECT: Establish the Public Hearing Date for a Transfer of Location for Retail Liquor License No. 5, Travis Taylor, d/b/a Cocktail's, Located at 134 North Center, to Travis Taylor, d/b/a Cocktail's, Located at 138 South Kimball.

Meeting Type & Date

Regular Council Meeting
November 20, 2018

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish December 4, 2018 as the Public Hearing date for a transfer of location for retail liquor license No. 5, Travis Taylor, d/b/a Cocktail's, located at 134 North Center to Travis Taylor, d/b/a Cocktail's, located at 138 South Kimball.

Summary

Currently, Retail Liquor License is owned by Travis Taylor and is in a non-operational status that expires December 20, 2018. If this transfer is granted the license will have to be operational by this date. It's the applicant's intention to be open for business by December 20, 2018. This business is located in the Commissary Mall.

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

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

Financial Considerations

No Financial Considerations


Oversight/Project Responsibility


Carla Mills-Laatsch, Licensing Specialist

Attachments

None

November 13, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establishing January 8, 2019 as the Date of Public Hearing for an Appeal of the Planning and Zoning Commission's Decision to Deny a Conditional Use Permit for an off-premise sign (billboard) in a C-2 (General Business) zoning district, on Lot 4, Block 159, Casper Addition, located at 1329 South Poplar Street.

Meeting Type & Date:

Regular Council Meeting, November 20, 2018.

Action Type:

Minute Action.

Recommendation:

That Council, by Minute Action, establish January 8, 2019 as the date of public hearing for an appeal of the Planning and Zoning Commission's decision to deny a Conditional Use Permit for an off-premises sign (billboard) in a C-2 (General Business) zoning district, located at 1329 South Poplar Street.

Summary:

David DeWald and Lamar Advertising applied for a Conditional Use Permit for an off-premise sign (billboard) in a C-2 (General Business) zoning district, located at 1329 South Poplar Street. The subject property is occupied by a residential structure, and abuts properties zoned R-3 (One to Four Unit Residential) on the east, and C-2 (General Business) on the north, south and west. Land uses in the immediate vicinity are a mix of single and multi-family residential, as well as commercial. Pursuant to Section 17.96.050(C), off-premises signs require the approval of a Conditional Use Permit in order to be located in the C-2 (General Business) zoning district.

After determining that the necessary legal findings for an approval of the requested Conditional Use Permit could not be made in this case, the Planning and Zoning Commission unanimously voted to deny the request at its October 18, 2018 public hearing. The neighbor directly to the north of the subject property spoke in opposition to the billboard, citing concerns about the incompatibility of the billboard with her apartment building, the size of the billboard, and overall negative aesthetics to the arterial. Per Section 17.12.240(L) of the Municipal Code, anyone aggrieved by the decision of the Planning and Zoning Commission may appeal the decision to the City Council within ten (10) calendar days of the date of the written decision. The City received a written request for an appeal, dated October 26, 2018, from Attorney Timothy Stubson, on behalf of the applicants.

Financial Considerations:

N/A

Oversight/Project Responsibility:

Craig Collins, City Planner, is tasked with processing Conditional Use Permit requests.

Attachments:

N/A

November 9, 2018

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

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

SUBJECT: Public Hearing for Consideration of an Ordinance to Vacate Portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th 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 20, 2018.

Action Type:

Ordinance & Public Hearing

Recommendation:

That Council approve an ordinance to vacate portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th 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

Legal Description

Signature from property owners within 300' of the subject property

Ordinance



ENGINEERING & SURVEYING
200 PRONKHORN, CASPER, WY. 82601

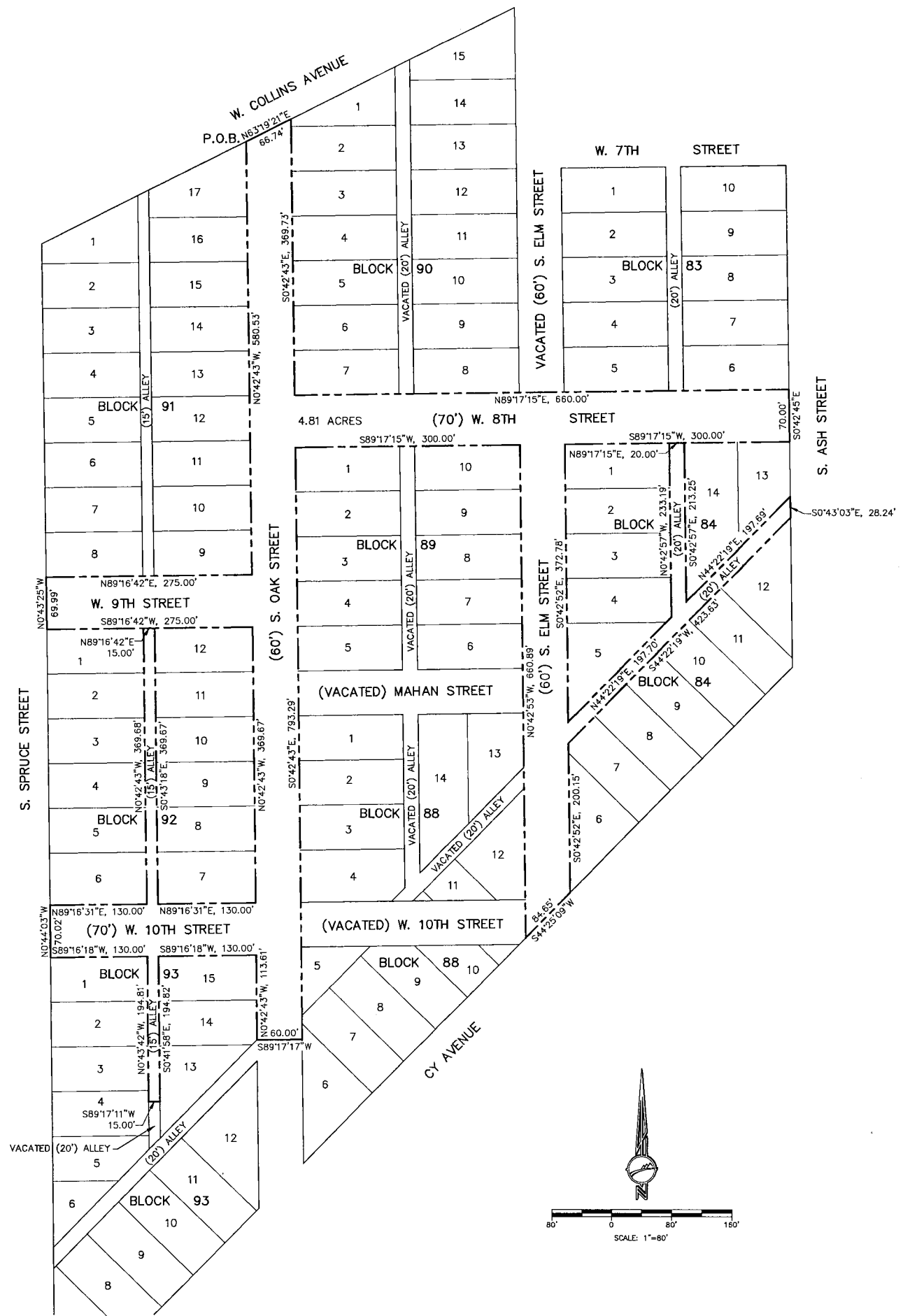
Drawn By: KRM W.O. No.: 14210
Chk. By: SJS Book No.:
Acad File: NCHS VACATIONS

FOR: NATRONA COUNTY SCHOOL DISTRICT #1
970 GLENN ROAD
CASPER, WY 82601

REVISIONS
1. REVISED BOUNDARY & DESCRIPTION 8-16-18.
2. ADDED WEST 9TH ST. & REVISED DESCRIPTION 8-27-18.

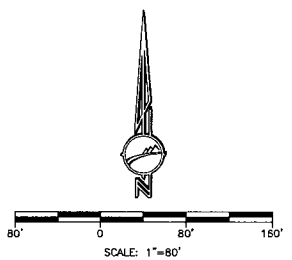
EXHIBIT FOR VACATION OF PORTIONS OF
S. OAK ST., S. ELM ST., W. 8TH ST., W. 10TH ST
AND ALLEYS IN BLOCKS 92, 93 AND 84
CITY OF CASPER
NATRONA COUNTY, WYOMING

SHEET NO.
1 OF 1
DATE:
5-2-18

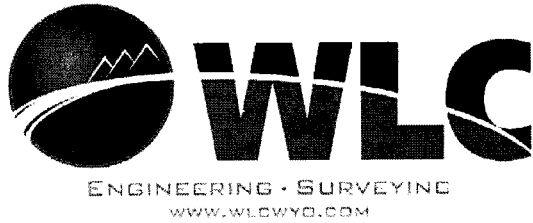


DESCRIPTION
A Parcel being all of South Oak Street lying between West Collins Avenue and an existing alley in Block 93, City of Casper, all of South Elm Street, lying between West 8th Street and Cy Avenue, all of West 8th Street, lying between South Oak Street and South Ash Street, all of West 10th Street 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 northwesterly 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 said Parcel and 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., 197.70 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°25'09"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 West 10th Street and the northeasterly corner 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, City of Casper, S.89°16'18"W., 130.00 feet to a point in 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.



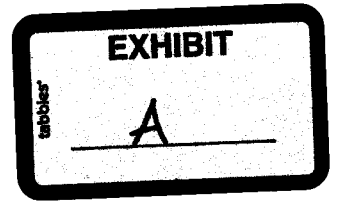
S. 1008-BASSETT-14210 PROJECT DOCUMENTS/DESIGN/VACATIONS/AREA LEGAL DESCRIPTION/VACATIONS



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

May 2, 2018
Revised: August 27, 2018

Natrona County School District #1
970 Glenn Road
Casper, WY 82601



W.O. No.: 14210

Description: (Street and Alley Vacations for NCHS – 4.98 Acres) Page 1 of 3

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 northwesterly 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 southwest 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;

Natrona County School District #1

Description: (Street and Alley Vacations for NCHS – 4.98 Acres)

Page 2 of 3

thence along the westerly line of said Parcel and said alley, N.0°42'57"W., 233.19 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, N89°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 southwest 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°25'09"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 West 10th Street and the northeasterly corner 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

Natrona County School District #1

Description: (Street and Alley Vacations for NCHS – 4.98 Acres)

Page 3 of 3

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 southwest 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 southwest 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.

**CONSENT TO RELEASE AND
ABANDONMENT OF EASEMENT**

We, the undersigned, representing the utility companies, do hereby agree to the release and abandon the following utility easement:

SEE ATTACHED EXHIBIT "A"

<p><i>Mark Mansell</i> CenturyLink WEST CORPORATION 1111 G CENTURYLINK DC</p>	<p><i>RIGHT OF WAY AGENT</i></p>	<p><i>MAY 23, 2017</i></p>
	Title	Date

Black Hills Energy	Title	Date
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Charter Communications	Title	Date
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Rocky Mountain Power	Title	Date
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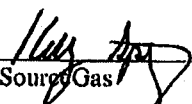
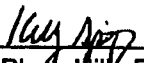
Casper Public Utilities	Title	Date
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Mountain West Telephone	Title	Date
-------------------------	-------	------

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We, the undersigned, representing the utility companies, do hereby agree to the release and abandon the following utility easement:

SEE ATTACHED EXHIBIT "A"

<u>CenturyLink</u>	<u>Title</u>	<u>Date</u>
<u> Source Gas</u>	<u>DIVISION MANAGER</u> Title	<u>11-5-14</u> Date
<u>Charter</u>	<u>Title</u>	<u>Date</u>
<u>Rocky Mountain Power</u>	<u>Title</u>	<u>Date</u>
<u>Casper Public Utilities</u>	<u>Title</u>	<u>Date</u>
<u> Black Hills Energy</u>	<u>MANAGER GAS OPERATIONS</u> Title	<u>5-22-18</u> Date

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_____ CenturyLink	_____ Title	_____ Date
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_____ Black Hills Energy	_____ Title	_____ Date
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_____ Charter Communications	_____ Title	_____ Date
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 _____ Rocky Mountain Power	<i>operations Mgr</i> _____ Title	<i>2/25/17</i> _____ Date
--	---	---------------------------------

_____ Casper Public Utilities	_____ Title	_____ Date
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_____ Mountain West Telephone	_____ Title	_____ Date
----------------------------------	----------------	---------------


**CONSENT TO RELEASE AND
ABANDONMENT OF EASEMENT**

We, the undersigned, representing the utility companies, do hereby agree to the release and abandon the following utility easement:

SEE ATTACHED EXHIBIT "A"

CenturyLink	Title	Date
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SourceGas	Title	Date
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	<i>Const. easement Inquiry</i>	<i>2-4-15</i>
Charter	Title	Date

Rocky Mountain Power	Title	Date
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Casper Public Utilities	Title	Date
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CONSENT TO RELEASE AND ABANDONMENT OF EASEMENT

We, the undersigned, representing the utility companies, do hereby agree to the release and abandonment of the following utility easement:

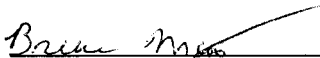
SEE ATTACHED EXHIBIT "A" (Legal Description of Easement)

CenturyLink	Name/Title	Date
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Source Gas	Name/Title	Date
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Charter	Name/Title	Date
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Rocky Mountain Power	Name/Title	Date
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	Bruce Martin/Public Utilities Manager	11/16/18
Casper Public Utilities	Name/Title	Date


Utility Company Name	Name/Title	Date
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SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

PETITION FOR ALLEY OR STREET VACATION

We, the undersigned property owners, do not object to the vacation of the following street(s) and/or alley(s):

- Alley located in Block 92, Casper Addition to the City of Casper.
- A portion of the alley located in Block 93 fronting Lots 13, 14, and 15 Casper Addition to the City of Casper.
- West 9th Street between Oak Street and Spruce Street.
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- West 8th Street between Oak Street and Ash Street.
- South Oak Street between Collins Drive and Cy Avenue.
- South Elm Street Between West 8th Street and CY Avenue.
- Alleys located in Block 84, Casper Addition to the City of Casper.

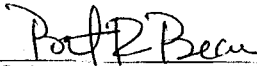
<u>Printed Name</u>	<u>Signature</u>	<u>Property Owned</u> <u>(Legal Description or Address)</u>
Timothy Hardy (Hardy Properties)		CASPER BLK 52 LOT 6 E 89.36

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<u>Printed Name</u>	<u>Signature</u>	<u>Property Owned (Legal Description or Address)</u>
Brent Bearnson (Bloedorn Lumber Co)		665 S WALNUT ST., CASPER, WY PT S1/2 NW: (AKA C & N W TR PT S1/2 NW:) 9-33-

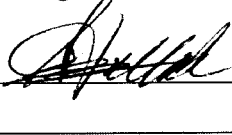
bbeamnson @ bloedornlumber.com

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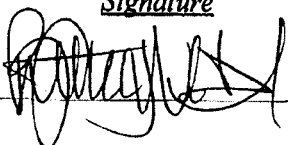
<u>Printed Name</u>	<u>Signature</u>	<u>Property Owned</u> <u>(Legal Description or Address)</u>
Susie Holladay		James H. Gerdard Trust 602-608 West 10th St 616-618 West 9th St

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<u>Printed Name</u>	<u>Signature</u>	<u>Property Owned</u> <u>(Legal Description or Address)</u>
Brittney Weckwerth		815 S. Ash CASPER BLK 51 LOT 2 EXC N 1.4

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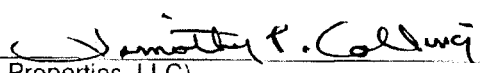
<u>Printed Name</u>	<u>Signature</u>	<u>Property Owned</u> <u>(Legal Description or Address)</u>
ASHLEY E. ALVERSON	<i>Ashley E. Alverson</i>	629 W. 10TH ST, CASPER, WY 82601
Anthony B. Aristonic	<i>Anthony B. Aristonic</i>	619 W. 10 th St. Casper, WY 82601
Bryce mittelstadt	<i>Bryce Mittelstadt</i>	1614 S. Ash St. Casper, WY 82601

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<u>Printed Name</u>	<u>Signature</u>	<u>Property Owned</u> <u>(Legal Description or Address)</u>
Timothy P Colling (Timothy P Colling Properties, LLC)		CASPER BLK 85 LOT 15


SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

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<u>Printed Name</u>	<u>Signature</u>	<u>Property Owned</u> <u>(Legal Description or Address)</u>
		(See below)
State of Wyoming Department of Admin & Info		BAILEY #2 LOT 2 (RPLT)
State of Wyoming Department of Admin & Info		PT SE NW:(AKA C & N W TRS DEEDED PT SE NW 9-33-79)
State of Wyoming		PT S1/2 NW: 9-33-79
State of Wyoming		PT SE NW:(AKA C & N W TRACTS DEEDED PT NW:)

DEANFAUSSET -  _____

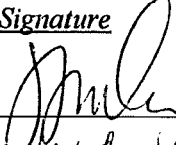
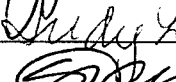
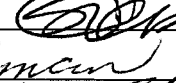
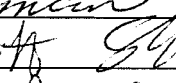
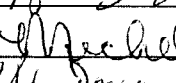
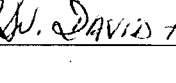
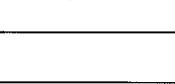
7-17-18

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<u>Printed Name</u>	<u>Signature</u>	<u>Property Owned (Legal Description or Address)</u>
Joel Jackson		240/241 W. 9th St
Judy Langdon		6250 Verde Pt
Stephanie Jacobsen		542 CY Ave
Beth B. Adelman		365 CY Ave
Suz Ellen Zylstra		1032 S. Spruce
Michele Rich		915 S. Walnut
David F. Livingston, Sr.		909 S. WALNUT

SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

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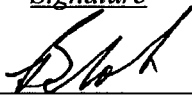
<u>Printed Name</u>	<u>Signature</u>	<u>Property Owned (Legal Description or Address)</u>
GARY REED	<i>Gary Reed</i>	10323 Ash St
Reubin Hernandez	<i>Reubin Hernandez</i>	537 CY ave
Norma Foster	<i>Norma Foster</i>	475 CY Norma Foster
Michelle Myers	<i>Michelle Myers</i>	905 Walnut Michelle Myers
Lendaf Shultz	<i>Lendaf Shultz</i>	1944 S - Walnut

SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

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<u>Printed Name</u>	<u>Signature</u>	<u>Property Owned</u> <u>(Legal Description or Address)</u>
BREAN LOVE		455 CY AVE

Thru 11/20/2017

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<u>Printed Name</u>	<u>Signature</u>	<u>Property Owned (Legal Description or Address)</u>
HERTHER O'BRIEN		1022 S. Ash St
DAVID KUTZER		1049 S. Elm St.
David P. Livingston		109 S. Walnut
F. Scott Brewster		1035 S. Walnut
Susan Garrison		842 S. Daniel
David B. Berston		228 West 8th St.
Gilbert Valenzuela		550 Cy Ave

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Name Property Owned (Legal Description or Address)

Wm G. Kelly James A. Keller 600 W. Collins Pl (95)

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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
<u>Grace Lutheran Church - Rev. Bunda Frieli</u>	<u>315 CP AVE.</u>

SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

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Dale Behren, member	1062 S. Elm
Dale Behren	1064 S. Elm
S/Dale Holding Co., LLC	

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 LINDA L RYAN	355 Cy Ave. Casper WY 82601

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Name

Property Owned (Legal Description or Address)

LA Verne & SANDRA Peterson

1112 South KLM

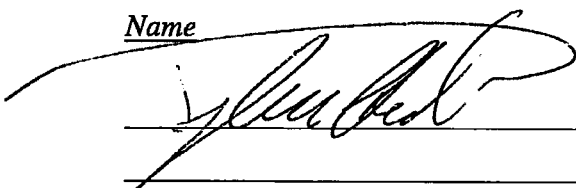
Horizontal lines for additional entries.

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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
	915. South west St.

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Patrick Bishop	375 CY Ave Casper, WY 82601

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<i>Charles Adelman</i>	<i>365 Cy Ave Casper WY 82601</i>
<i>Beth B. Adelman</i>	<i>365 Cy Ave Casper WY 82601</i>

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Genevieve A. O'Keefe	229 W. 7th St.

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<i>James R. Mills</i>	<i>1022 S. Ash Casper w/ 8260</i>

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R.L. Stackup "S³ S Leasing Group LLC" 404-390-396 W. Collins
 307-262-0317 STACUP@Live.com 234-3043



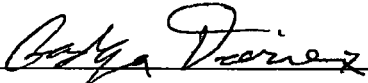
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	<u>606 W 11th</u>

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Deborah L. Sparby	241 W. 7 th Street, Casper, 82601
Thomas Spang	

SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

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Name Property Owned (Legal Description or Address)

Donald E. Foster
475 Cy Ave
Casper, WY. 82601

Donald E. Foster 2-20-13

RECEIVED

FEB 21 2013

WORTHINGTON, L. PART 2
CARPENTER, INC.

SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
<i>Kenneth C. Randolph</i> <i>Kenneth C. Randolph</i>	<i>641 West 10th</i>

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<i>Cynthia M. Salmon-Conzola</i>	<i>441 Cy Ave, Casper, WY 82401</i>
<i>[Signature]</i>	<i>3-5-13</i>
<i>Edward J. Konzola II</i>	<i>4147 CY Ave Casper</i>
<i>[Signature]</i>	<i>3-5-13</i>

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- South Oak Street between Collins Drive and Cy Avenue.**
- South Elm Street Between West 8th Street and CY Avenue.**
- Alleys located in Block 84, Casper Addition to the City of Casper.**

<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
Clarissa Hartley	904 S. Spruce St.

SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

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South Oak Street between Collins Drive and Cy Avenue.

South Elm Street Between West 8th Street and CY Avenue.

Alleys located in Block 84, Casper Addition to the City of Casper.

Name

Property Owned (Legal Description or Address)

Donna Craig 157 914 S. SPRUCE, CASPER WY

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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
Wamco Lab Inc	Luis E. Bartlett
864 S. Spruce	OWNER
Casper, WY 82601	

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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
<u>Robert V. Hoffmeyer</u>	<u>804 South David St.</u> <u>Casper, WY 82601</u>
<u>Marina Hoffmeyer</u>	<u>804 South David St.</u> <u>Casper, WY 82601</u>

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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
<i>Werner & Marilyn Sandfort</i>	<i>1624 S Spruce St.</i>

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Name Property Owned (Legal Description or Address)

<i>Ray A. Philbin, P.E.</i>	<i>218 W. 9th Casper, WY 82601</i>

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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
Bill Dard	STORVA PARCELAGE CO (WALNUT & COLLINS) 675 S. WALNUT

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Name

Property Owned (Legal Description or Address)

Carroll Sage	527 CY Ave.

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Nancy Schroeder	631 W. 9th
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My sister, Nancy, is an inmate @ a Federal Prison in Bryan, TX. She is unable to respond to your notice. However, she is aware that there have been plans to improve the school campus for years. I am sending her the maps to show her the plans. I honestly don't think she will object because when her little house @ 631 W 9th was demolished, we were told she can't rebuild on said property due to rezoning.

Sincerely,

112

Peggy K. Zlaskin

Her release will be in 2015.

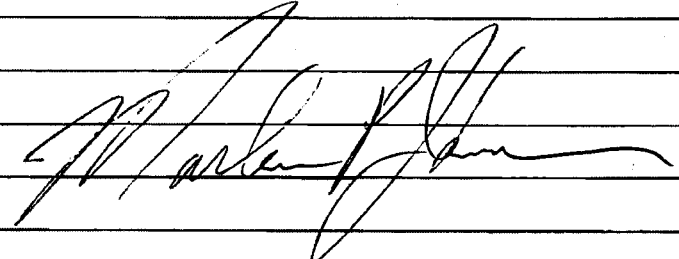
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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
MARLAN JOHNSON	CASPER BLK 103 LOT 3 (1023 WALNUT)
MARLAN JOHNSON	CASPER BLK 103 LOT 2 (1013 WALNUT)

 2/27/2013

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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
Audrey M. Bailey	Bailey Addition No. 2, Lots One and Two.

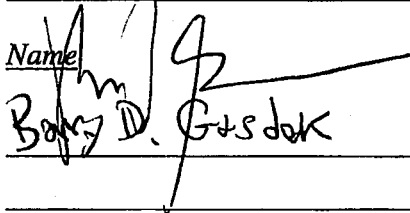
300, 442, West Collins

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 Barry D. Gadsdell	645 W. 9th St Casper, WY 82601

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<i>Name</i>	<i>Property Owned (Legal Description or Address)</i>
<i>Susan J. Hoag, Trustee</i>	<i>824 + 814 S. David</i>


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Name Property Owned (Legal Description or Address)

①  KENNETH J. ANDERER 2/24/2013	425 CY AVENUE CASPER BLK 87 LOT 1 E102 307-797-3221

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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
<i>Eugene J. Shouler</i>	<i>932 S Spruce St</i>
<i>Eugene J. Shouler</i>	<i>Casper - alley 82607</i>

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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
SHERRI FAILES	839 S. WALNUT
Sherri Failes	
CHUCK FAILES	839. S. WALNUT
Chuck Failes	

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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
Dorothy Oke	545 CY blk. 94 lot 2 W 5 93 E 5D

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Alleys located in Block 84, Casper Addition to the City of Casper.

Name

Property Owned (Legal Description or Address)

Rita, Rochelle South Elm between 8th
and Cy Avenue

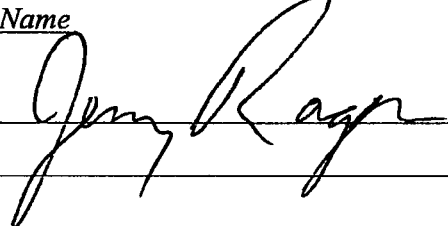
1039 S. ELM

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<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
	1-17-17 651 W. Collins

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- Alley located in Block 92, Casper Addition to the City of Casper.**
- A portion of the alley located in Block 93 fronting Lots 13, 14, and 15 Casper Addition to the City of Casper.**
- West 9th Street between Oak Street and Spruce Street.**
- West 10th Street between Oak Street and Spruce Street.**
- West 8th Street between Oak Street and Ash Street.**
- South Oak Street between Collins Drive and Cy Avenue.**
- South Elm Street Between West 8th Street and CY Avenue.**
- Alleys located in Block 84, Casper Addition to the City of Casper.**

Name *Property Owned (Legal Description or Address)*

Randy Jackson *COA 290 W 9th Casper 82609*

SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

PETITION FOR ALLEY OR STREET VACATION

We, the undersigned property owners, do not object to the vacation of the following street(s) and/or alley(s):

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- West 8th Street between Oak Street and Ash Street.
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- South Elm Street Between West 8th Street and CY Avenue.
- Alleys located in Block 84, Casper Addition to the City of Casper.

<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
Terri Yeada	10045. Spruce

SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

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- West 10th Street between Oak Street and Spruce Street.
- West 8th Street between Oak Street and Ash Street.
- South Oak Street between Collins Drive and Cy Avenue.
- South Elm Street Between West 8th Street and CY Avenue.
- Alleys located in Block 84, Casper Addition to the City of Casper.

Name Property Owned (Legal Description or Address)

Ruth Collins 618 W 11th ST

SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

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- West 8th Street between Oak Street and Ash Street.
- South Oak Street between Collins Drive and CY Avenue.
- South Elm Street Between West 8th Street and CY Avenue.
- Alleys located in Block 84, Casper Addition to the City of Casper.

Name

Property Owned (Legal Description or Address)

Dennis Bay
Dennis Bay
Executive Director
Business Services
Natrona Co School Dist.
1/14/2014

Block 82, Casper Addition to the City of Casper
 Block 83, Casper Addition to the City of Casper
 Block 84, Casper Addition to the City of Casper
 Block 88, Casper Addition to the City of Casper
 Block 89, Casper Addition to the City of Casper
 Block 90, Casper Addition to the City of Casper
 Block 91, Casper Addition to the City of Casper
 Block 92, Casper Addition to the City of Casper
 Lots 1-3, 13-15, Block 93, Casper Addition to the
 City of Casper

SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

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- South Oak Street between Collins Drive and Cy Avenue.
- South Elm Street Between West 8th Street and CY Avenue.
- Alleys located in Block 84, Casper Addition to the City of Casper.

Name Property Owned (Legal Description or Address)

Leborah a John Pisco 722 S David

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RECEIVED

JAN 07 2014

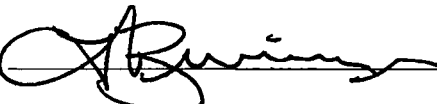
**WORTHINGTON, LENHART
CARPENTER, INC.**

SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

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- West 8th Street between Oak Street and Ash Street.
- South Oak Street between Collins Drive and Cy Avenue.
- South Elm Street Between West 8th Street and CY Avenue.
- Alleys located in Block 84, Casper Addition to the City of Casper.

<u>Name</u>	<u>Property Owned (Legal Description or Address)</u>
	954 S Ash

SS W.S. 15-4-242. Same; vacation; petition required; consideration. The governing body has the exclusive power and, by ordinance, may vacate any highway, street lane or alley, or portion thereof. 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. The city or town may demand and receive the value of the land vacated as consideration for the vacation. (Laws 1965, ch. 112, SS 270; Rev. W.S. 1957, SS 15.1-270; W.S. 1977, SS 15-4-273; Laws 1980, ch. 38, SS 1.)

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- West 9th Street between Oak Street and Spruce Street.
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- West 8th Street between Oak Street and Ash Street.
- South Oak Street between Collins Drive and Cy Avenue.
- South Elm Street Between West 8th Street and CY Avenue.
- Alleys located in Block 84, Casper Addition to the City of Casper.

Name Property Owned (Legal Description or Address)

<i>Michael K. Ward</i>	<i>First Christian Church (Disciples of Christ)</i>
<i>Mike Ward -</i>	<i>520 CY Ave. Casper, WY 82601</i>
<i>Acting Board Chair on behalf of Trustees</i>	
<i>Ted L. Grooms</i>	<i>First Christian Church (Disciples of Christ)</i>
<i>Stewardship Chair</i>	<i>520 CY Ave Casper WY 82601</i>

ORDINANCE NO. 23-18

AN ORDINANCE APPROVING THE VACATION OF A PORTION OF SOUTH OAK STREET, SOUTH ELM STREET, WEST 8TH STREET, WEST 9TH STREET, WEST 10TH 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

WHEREAS, the City of Casper has requested that portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th 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, be vacated as public right-of-way; and,

WHEREAS, a petition containing the signatures of a majority of the owners who own a majority of the property abutting the segments of the street proposed to be vacated and extending 300 feet in all directions from the street to be vacated has been submitted to the City as provided by W.S. §15-4-305; and,

WHEREAS, the City of Casper desires to retain a utility easement within the boundaries of the to-be-vacated portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th 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; and,

WHEREAS, the City of Casper has determined that said portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th 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, can be vacated without adversely impacting utility services and traffic circulation within the area; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve said vacation of portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th 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 as public right-of-way.

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

SECTION 1:

That the vacation of the portions of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th 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, as set forth in Exhibits "A" and "B", which by reference herein are made a part of this ordinance, is hereby approved and vacated.

SECTION 2:

That a utility easement, as described in Exhibit "C" and illustrated in Exhibit "D" is hereby reserved for the purposes of construction, operation, and maintenance of public and private utility lines, conduits, vaults, pedestals, and other utility appurtenances.

SECTION 3:

That the vacated sections of South Oak Street, South Elm Street, West 8th Street, West 9th Street, West 10th 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, as described in Exhibit "A" and illustrated in Exhibit "B", shall revert to the adjoining land owners as provided by law.

SECTION 4:

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

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:

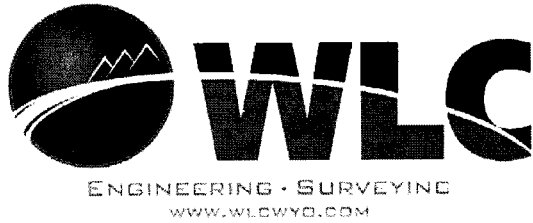


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

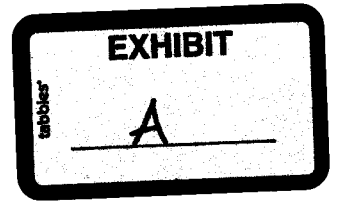
Ray Pacheco
Mayor



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

May 2, 2018
Revised: August 27, 2018

Natrona County School District #1
970 Glenn Road
Casper, WY 82601



W.O. No.: 14210

Description: (Street and Alley Vacations for NCHS – 4.98 Acres) Page 1 of 3

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 northwesterly 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 southwest 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;

Natrona County School District #1

Description: (Street and Alley Vacations for NCHS – 4.98 Acres)

Page 2 of 3

thence along the westerly line of said Parcel and said alley, N.0°42'57"W., 233.19 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, N89°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 southwest 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°25'09"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 West 10th Street and the northeasterly corner 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

Natrona County School District #1

Description: (Street and Alley Vacations for NCHS – 4.98 Acres)

Page 3 of 3

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.



ENGINEERING & SURVEYING
200 PRONKHORN, CASPER, WY. 82601

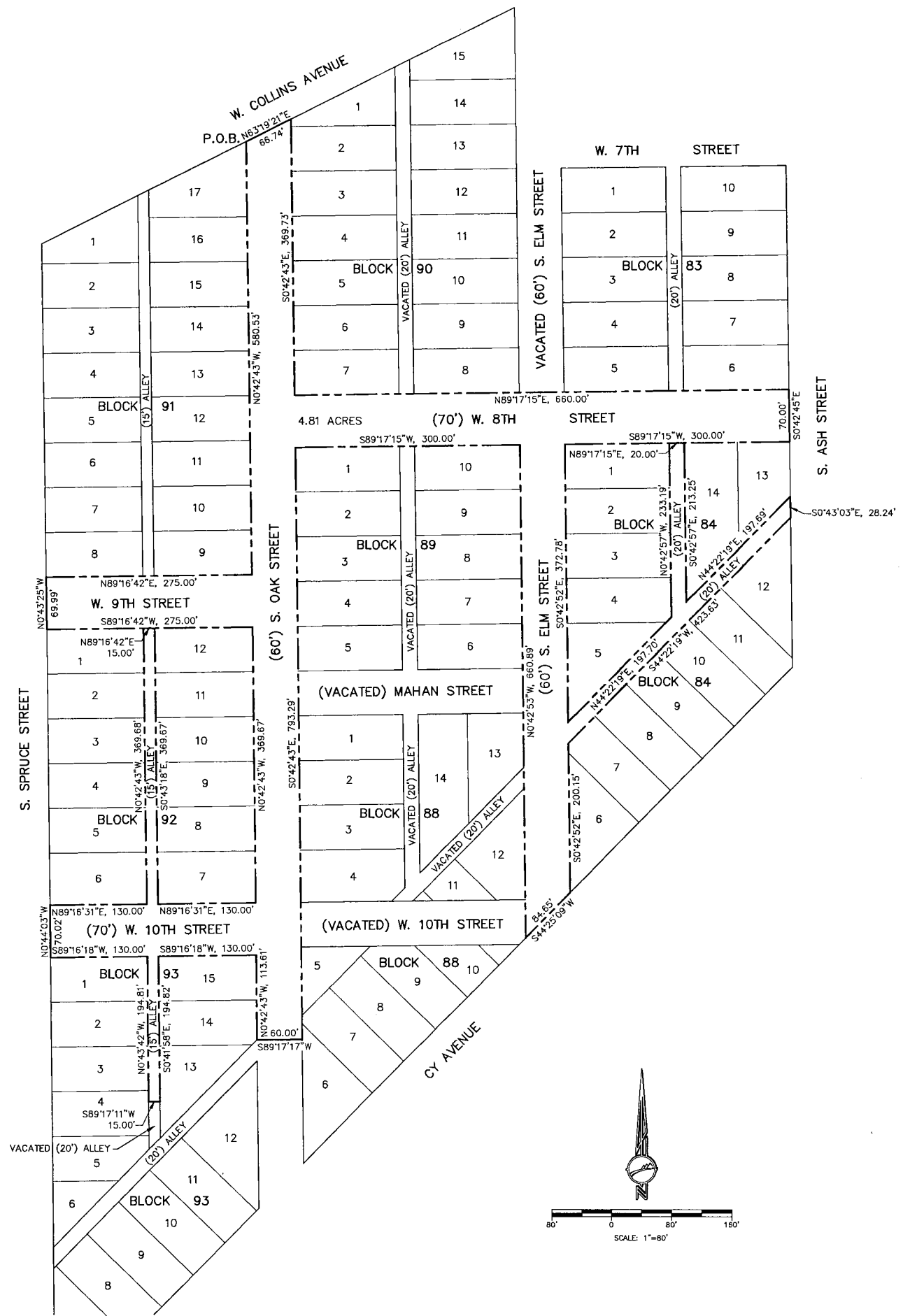
Drawn By: KRM
Checked By: SJS
Acad File: NCHS VACATIONS

FOR: NATRONA COUNTY SCHOOL DISTRICT #1
970 GLENN ROAD
CASPER, WY 82601

REVISIONS
1. REVISED BOUNDARY & DESCRIPTION 8-16-18.
2. ADDED WEST 9TH ST. & REVISED DESCRIPTION 8-27-18.

EXHIBIT FOR VACATION OF PORTIONS OF
S. OAK ST., S. ELM ST., W. 8TH ST., W. 10TH ST
AND ALLEYS IN BLOCKS 92, 93 AND 84
CITY OF CASPER
NATRONA COUNTY, WYOMING

SHEET NO.
1 OF 1
DATE:
5-2-18



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 northwesterly 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 said Parcel and said alley, N.44°22'19"E., 197.70 feet to a point in the southerly line of said Parcel and said alley, N.0°42'57"E., 233.19 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 said alley, N.44°22'19"E., 197.70 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°25'09"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 West 10th Street and the northeasterly corner 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, 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.

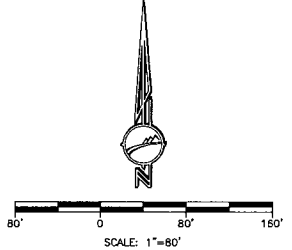
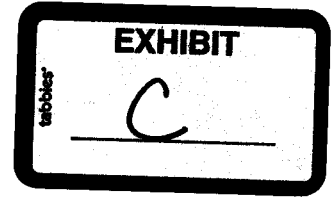


EXHIBIT
B



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.

SE1/4NW1/4
NE1/4SW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming

Client NATRONA COUNTY SCHOOL DISTRICT No. 1 Address 970 N. GLENN ROAD
City CASPER State WYOMING Zip 82601

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'

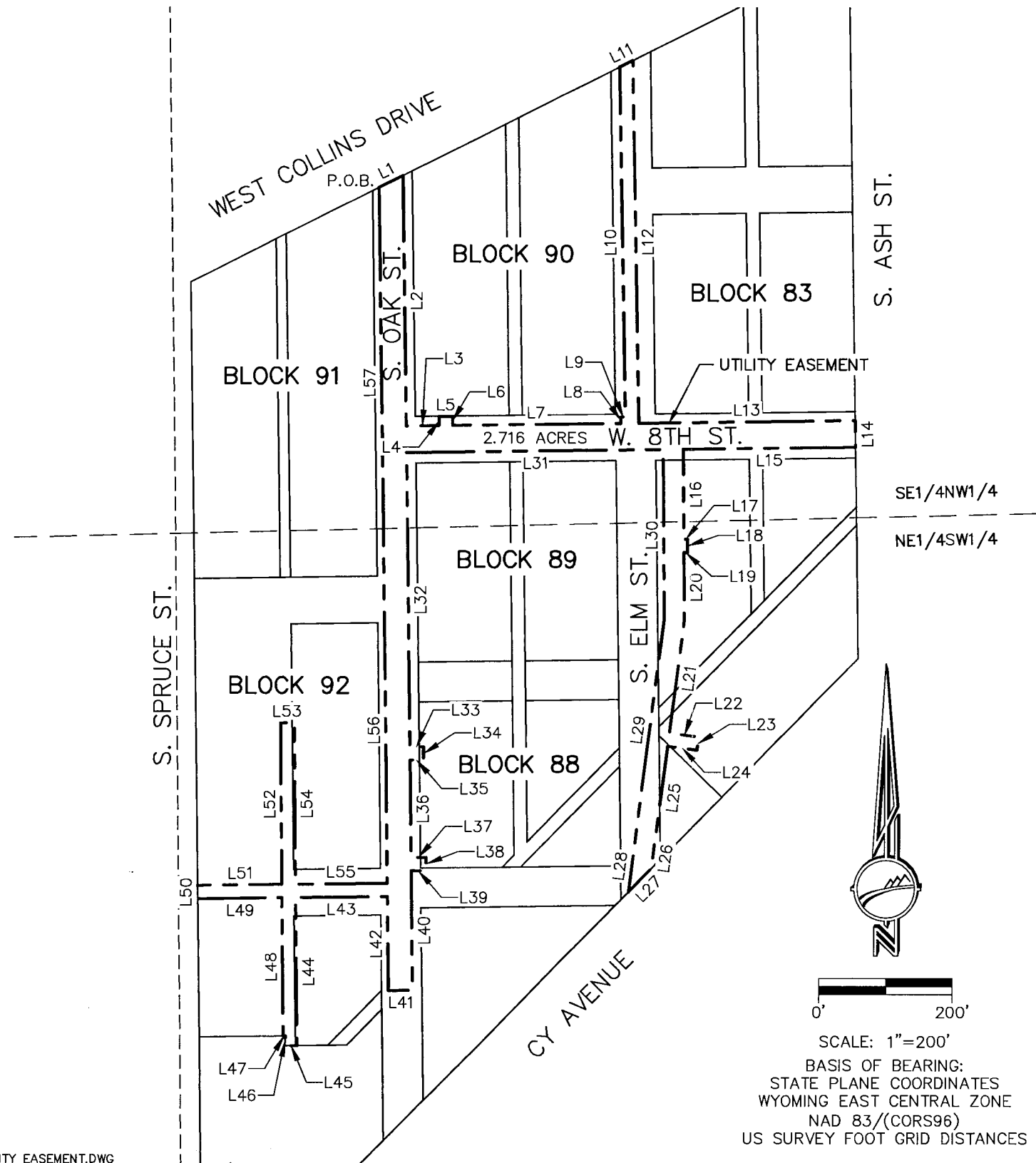
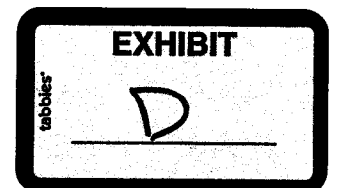



EXHIBIT "A"
SHEET 1 OF 3


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



November 13, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Pitlick, Financial Services Director 
Pete Meyers, Assistant Financial Services Director
Kirk Gunderson, Accountant

SUBJECT: Amendment to the Fiscal Year 2019 Budget

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

Action type:
Public Hearing
Resolution

Recommendation:
That Council, by Resolution, authorize an amendment to the Fiscal Year 2019 Budget.

Summary:
The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets.

During the year, a comparison is made between budget and actual expenditure. This evaluation often leads to a certain number of budget adjustments. A budget adjustment is typically done when:

- (1) Funding became available after the start of the fiscal year, often due to the receipt of a grant.
- (2) Special circumstance arose mid-year that resulted in spending more than had been originally budgeted.
- (3) The original budget was simply erroneous because an item was incorrectly entered into the formal budget document.

The amendment, if approved, would increase budgetary expenditures of \$4,734,099, including \$283,601 to the General Fund, \$989,383 to General Fund Dependent funds and \$3,461,115 to other municipal funds. The proposed changes are summarized throughout this document. Some of these changes will be offset by unexpected revenue sources. Specific changes, by line item, are provided in the attachments.

Overview of General Fund Impacts

General Fund Expenditures – Increase General Fund net expenditures by \$283,601 in the following manner:

- Increase City Manager expenditures by \$29,691
- Reduce Municipal Court expenditures by \$48,656
- Increase City Clerk expenditures by \$17,592
- Increase Finance expenditures by \$29,773
- Increase Human Resources expenditures by \$1,975
- Increase Planning expenditures by \$1,585
- Increase Police expenditures by \$206,751
- Increase Cemetery expenditures by \$9,000
- Increase City Campus expenditures by \$252,560
- Increase Health/Social/Community Services expenditures by \$38,365
- Reduce Parks expenditures by \$94,596
- Reduce Transfers Out by \$160,439

A more detailed description of the General Fund expenditure reductions is presented below and on the following pages.

City Manager – Increase net budgeted expenditures by \$29,691.

- Increase budgeted expenditures by \$18,691. An Assistant to the City Manager position is currently assigned to Municipal Court (33%), City Manager (33%) and City Clerk (34%). Staff recommends changing allocation to City Manager (50%) and City Clerk (50%). City Manager percentage of salary and benefits would increase from 33% to 50%.
- Increase budgeted expenditures by \$11,000 for transfer of legal expenses for court appointed attorney from Municipal Court.

Municipal Court – Reduce net budgeted expenditures by \$48,656.

- Decrease budgeted expenditures by \$36,285. An Assistant to the City Manager position is currently assigned to Municipal Court (33%), City Manager (33%) and City Clerk (34%). Staff recommends changing allocation to City Manager (50%) and City Clerk (50%). Municipal Court percentage of salary and benefits would decrease from 33% to 0%.
- Decrease budgeted expenditures by \$11,000 for transfer of legal expenses for court appointed attorney to City Manager.
- Decrease budgeted expenditures by \$1,371 as the one-time payment budgeted for this account is not needed.

City Clerk – Increase budgeted expenditures by \$17,592.

- Increase budgeted expenditures by \$17,592. An Assistant to the City Manager position is currently assigned to Municipal Court (33%), City Manager (33%) and City Clerk (34%). Staff recommends changing allocation to City Manager (50%) and City Clerk (50%). City Clerk percentage of salary and benefits would increase from 34% to 50%.

Finance – Increase net budgeted expenditures by \$29,773.

- Increase budgeted expense by \$29,773 for salary and benefits associated with creation of new position to perform clerical functions. Assumes position will be filled in January.

Human Resources – Increase net budgeted expenditures by \$1,975.

- Increase budgeted expense by \$1,975 for revenue collected by City Golf Tournament participants, this revenue paid for expenses paid by the Human Resources budget.

Planning – Increase budgeted expenditures by \$1,585.

- Increase budgeted expenditures of \$1,585. A purchase of cubicle dividers was intended for FY18 but was not encumbered as planned. This amendment will provide funding for that purchase.

Police– Increase net budgeted expenditures by \$206,751

- Increase budgeted expenditures by \$135,160. Two additional positions to be added for School Resource Officer program. One position would be an Officer and another a Sergeant. Would like to have both positions filled by 1/1/19 so this includes salary and benefits for a half a year of both positions along with some increase equipment and uniform costs.
- Increase budgeted expenditures by \$22,634. Current PIO is a sworn position who will be retiring shortly. Sworn position will remain in budget but PIO function would be filled by non-sworn staff. Amendment for half year of salary.
- Increase budgeted expenditures by \$31,797. This position would supervise two Property Evidence Tech I positions. Amendment for half year of salary.
- Increase budgeted expenditures by \$17,160. Provide administrative support for police department. This assumes position to be filled for half of the year.

Cemetery – Increase budgeted expenditures by \$9,000.

- Increase budgeted expenditures by \$9,000. Establish a part time Administrative Assistant position to replace vacated September of 2017.

City Campus – Increase budgeted expenditures by \$252,560.

- Increase budgeted expenditures by \$252,560. This would move the activities of the City Campus fund into the General Fund. This does not result in an increase to spending and the City Campus fund will be eliminated as a separate fund.

Health/Safety/Community Services – Increase net budgeted expenditures by \$38,365.

- Increase budgeted expenditures by \$27,500. Senior Center should have been paid additional money in FY 2018 but City was not properly invoiced.
- Increase budgeted expenditures by \$10,865. Payment for Municipal band is based on property taxes collected on our behalf by the county. Actual amount collected and paid to municipal band exceeded budgeted amount.

Parks – Reduce budgeted expenditures by \$94,596.

- Decrease budgeted expenditures by \$94,596. Transfer Parks Supervisor position and Other Materials and Supplies funding from Parks to Casper Recreation Center to better coordinate quality control of athletic fields.

General Fund Transfers Out – Decrease net budgeted expenditures by \$160,439

- Increase budgeted expenditures by \$90,124. Increase support for Casper Recreation Center.
- Decrease budgeted expenditures by \$250,563. Eliminate support for City Campus Fund as its activities are being moved into the General Fund.

Overview of Impacts to Other Funds

Weed and Pest – Increase budgeted expenditures by \$8,459 to support the Health Insurance fund.

CDBG – Increase budgeted expenditures by \$32,609. These funds will be used to upgrade the fire suppression system at LifeSteps Campus. These funds were awarded as a previous annual allocation of CDBG funds from HUD, and they will now be drawn down in this fiscal year.

Perpetual Care – Increase net budgeted expenditures by \$150,184.

- Increase budgeted expenditures by \$50,000 to repair issues causing tile to buckle in City Hall lobby.
- Increase budgeted expenditures by \$10,000 as quotes for Kitchen Steamer Replacement for Casper Events Center are higher than budgeted.
- Increase budgeted expenditures by \$90,184. These funds would be used to make lighting more efficient at Casper Events Center. This project would be partially offset by incentives from RMP of approximately \$39,000. This would be returned to the Perpetual Care Fund. Early estimates indicate this project would provide \$40,000 in cost savings per year.

Special Assistance Fire – Increase net budgeted expenditures by \$71,308.

- Decrease budgeted expenditures by \$125,562 for adjustments made based on review of program by Fire Department leadership.
- Increase budgeted expenditures by \$196,870 to replace six cardiac monitors used on Fire Engines and a rescue truck.

Capital Projects – Increase net budgeted expenditure by \$2,140,654.

- Increase budgeted expenditures by \$20,000 to support City's public access channel.
- Increase budgeted expenditures by \$252,339 for change in the price for the GEMS replacement software. The largest change is the addition of a module for Community Development.
- Increase budgeted expenditures by \$541,000 for updated pricing associated with equipping Police Department with body cameras. New pricing includes five years of file storage.
- Increase budgeted expenditures by \$128,288 for light equipment to support the School Resource officer program.
- Decrease budgeted expenditures by \$84,716 as carry over encumbrances associated with fire station replacements will not be needed.
- Increase budgeted expenditures by \$20,000 to purchase new ADA ramps for the Events Center.
- Increase budgeted expenditures by \$113,000 for the restoration of funding for CATC to FY18 levels.

- Increase budgeted expenditures by \$1,181,212 for the support of the Health Insurance fund. This represents the support required from all funds other than Utility Enterprise and Weed and Pest funds.
- Decrease budgeted expenditures by \$30,469 for 3 accounts with carry-over encumbrance from FY18 exceeding the original budget less actual spending and this artificially increased the budget for FY19.

Water – Increase net budgeted expenditures by \$807,067.

- Increase budgeted expenditures by \$774,845 for funding of continued work on improvements to Zone III project.
- Decrease budgeted expenditures by \$49,092 for change in the price for the GEMS replacement software.
- Increase budgeted expenditures by \$81,314 to support the Health Insurance fund.

Sewer – Increase net budgeted expenditures by \$8,377.

- Decrease budgeted expenditures by \$13,756 for change in the price for the GEMS replacement software.
- Increase budgeted expenditures by \$22,133 to support the Health Insurance fund.

WWTP – Increase net budgeted expenditures by \$82,322.

- Increase budgeted expenditures by \$26,388 for change in the price for the GEMS replacement software.
- Increase budgeted expenditures by \$55,934 to support the Health Insurance fund.

Refuse Collection – Increase net budgeted expenditures by \$37,616.

- Decrease budgeted expenditures by \$21,289 for change in the price for the GEMS replacement software.
- Increase budgeted expenditures by \$58,905 to support the Health Insurance fund.

Balefill – Increase net budgeted expenditures by \$85,496.

- Increase budgeted expenditures by \$30,476 for change in the price for the GEMS replacement software.
- Increase budgeted expenditures by \$55,020 to support the Health Insurance fund.

PSCC – Increase budgeted expenditures by \$150,000 for the replacement of microwave communication system. Systems will cover Hall of Justice to Casper Mountain and Hall of Justice to the Port of Entry. Redundancy will also be provided by new system allowing systems to back each other up in case of failure.

WTP – Increase budgeted expenditures by \$37,023 to support the Health Insurance fund.

Casper Recreation Center – Increase net budgeted expenditure by \$90,124.

- Increase budgeted expenditures by \$94,596 to transfer a Recreation Supervisor position and Other Materials and Supplies funding from Parks to Casper Recreation Center to better coordinate quality control of athletic fields.

- Decrease budgeted expenditures by \$12,472 to replace a full time recreation coordinator position with a part time position.
- Increase budgeted expenditures by \$8,000 for increase in part time Camp Leader position.

Fleet – Increase budgeted expenditures by \$998,669 to recognize expense for fuel purchased from outside organizations. This will be covered by interdepartmental revenue charges.

City Campus – Decrease budgeted expenditures by \$252,560 as this fund will be eliminated. The activities in this fund will be transferred to the General Fund.

Health Insurance – Increase budgeted expenditures by \$3,150 for funding of a health wellness program. Expense will be covered by a contribution from CIGNA.

Future Consideration - In addition to all of the amendments listed above, staff is also advising Council that two additional capital projects are currently under consideration. Neither of these projects are reflected in the budget amendment that is currently being proposed, but they will have a significant budget impact if and when they come to fruition, so they are being included in this document as an advance notice to the Council.

- The first project is the rehabilitation of the North Platte Sanitary Sewer (NPSS). The NPSS is an 8.5 mile, 54 inch diameter pipe that runs from the Wastewater Treatment Plant to Paradise Valley. Repairing this pipe will cost roughly \$8.1 million. The plan calls for paying for this project with a state loan. Because of the nature of this project, the loan might be eligible for 25% principal forgiveness. This would reduce the effective cost of the project to roughly \$6 million. Council will be asked to consider paying for this from the Opportunity Fund.
- The second project would be a resurfacing of the Goodstein parking lots that are located between David, Ash, Midwest, and Collins. This project will cost about \$1 million. With Council's permission, this project would also be paid for from the Opportunity Fund.

The Opportunity Fund has a current fund balance of approximately \$7.8 million. These projects would have the effect of reducing that balance to roughly \$800,000.

Financial Considerations:

Most of the above mentioned expense increases are offset by unanticipated revenues. The net impact of the enhancements to budgeted revenues and the reductions in budgeted expenditures will be \$757,744 which includes \$28,289 of net negative impact to the General Fund directly, \$1,472,864 of net positive impact to the General Fund Dependent funds and \$2,202,319 of net negative impact to other municipal funds.

Oversight/Project Responsibility:

Tom Pitlick, Financial Services Director

Attachments:

Budget Amendment Listing November Resolution

City of Casper
 FY18 Budget Amendment
 Line by Line Detail

Cost Center/Fund Name	Account Number	Account Description	Explanation	Source of Funding	Amount	Funding Sources		
						Unanticipated Revenues	Reserves	Transfers
City Manager	01-121000-50100210000000	Asst to the City Manager	Assistant to City Manager position currently assigned to Municipal Court (33%), City Clerk (33%) and City Manager (34%). Staff recommends changing allocation to City Clerk (50%) and City Manager (50%).	Transfers	14,890			14,890
City Manager	01-121000-5113	Other Insurance-Benefits		Transfers	67			67
City Manager	01-121000-5120	Social Security Contributions		Transfers	1,139			1,139
City Manager	01-121000-5130	Retirement Contributions		Transfers	1,277			1,277
City Manager	01-121000-5160	Workers Compensation		Transfers	509			509
City Manager	01-121000-5175	Allowances-Other		Transfers	809			809
City Manager	01-121000-5211	Legal	Transfer funds from Municipal Court to City Manager. Add this account.	Transfers	11,000			11,000
Muni Court	01-141000-50100210000000	Asst to the City Manager	Assistant to City Manager position currently assigned to Municipal Court (33%), City Clerk (33%) and City Manager (34%). Staff recommends changing allocation to City Clerk (50%) and City Manager (50%).	Transfers	(28,904)			(28,904)
Muni Court	01-141000-5113	Other Insurance-Benefits		Transfers	(130)			(130)
Muni Court	01-141000-5120	Social Security Contributions		Transfers	(2,211)			(2,211)
Muni Court	01-141000-5130	Retirement Contributions		Transfers	(2,480)			(2,480)
Muni Court	01-141000-5160	Workers Compensation		Transfers	(989)			(989)
Muni Court	01-141000-5175	Allowances-Other		Transfers	(1,571)			(1,571)
Muni Court	01-141000-5230	Court Appointed Attorney	Transfer funds from Municipal Court to City Manager.	Transfers	(11,000)			(11,000)
Muni Court	01-141102-5041	Supplemental Pay	One Time payment budgeted for this account but not needed.	Reserves	(1,000)		(1,000)	
Muni Court	01-141102-5145	Federal Taxes	One Time payment budgeted for this account but not needed.	Reserves	(371)		(371)	
City Clerk	01-151001-50100210000000	Asst to the City Manager		Transfers	14,014			14,014
City Clerk	01-151001-5113	Other Insurance-Benefits		Transfers	63			63
City Clerk	01-151001-5120	Social Security Contributions		Transfers	1,072			1,072
City Clerk	01-151001-5130	Retirement Contributions		Transfers	1,202			1,202
City Clerk	01-151001-5160	Workers Compensation		Transfers	479			479
City Clerk	01-151001-5175	Allowances-Other		Transfers	762			762
Finance	01-161112-50100617000000	Administrative Support Tech	Creation of new position to perform clerical tasks for Finance department. This assumes position to be filled in January.	Unanticipated Revenues	20,919	20,919		
Finance	01-161112-51110000000000	Health Insurance		Unanticipated Revenues	6,956	6,956		
Finance	01-161112-51130000000000	Other Insurance - Benefits		Unanticipated Revenues	118	118		
Finance	01-161112-51200000000000	Social Security Contributions		Unanticipated Revenues	800	800		
Finance	01-161112-51300000000000	Retirement Contributions		Unanticipated Revenues	897	897		
Finance	01-161112-51600000000000	Workers Compensation		Unanticipated Revenues	84	84		
Human Resources	01-163121-58200000000000	Programs and Projects	Increase Human Resources budget by \$1,975 for revenue collected by City Golf Tournament participants, this revenue paid for expenses paid by the Human Resources budget.	Unanticipated Revenues	1,975	1,975		
Planning	01-182000-54000000000000	Office Supplies	A purchase of cubicle dividers was intended for FY18 but was not encumbered as planned. This amendment will provide funding for that purchase.	Reserves	1,585		1,585	

City of Casper
 FY18 Budget Amendment
 Line by Line Detail

Cost Center/Fund Name	Account Number	Account Description	Explanation	Source of Funding	Amount	Funding Sources		
						Unanticipated Revenues	Reserves	Transfers
Police	01-210001-50100202000000	Public Information Officer	Current PIO is a sworn position who will be retiring shortly. Sworn position will remain in budget but PIO function would be filled by non-sworn staff. Amendment for half year of salary.	Unanticipated Revenues	22,634	22,634		
Police	01-210001-50100417000000	Property Evidence Tech II	This position would supervise two Property Evidence Tech I positions. Position to be filled by 1/1/19 so amendment for half year of salary.	Unanticipated Revenues	31,797	31,797		
Police	01-210001-50100426000270	Police Officer	Addition of Police Officer and Sergeant for School Resource Officer program to add to 4 Police Officer positions currently budgeted. Positions to be filled 1/1/19 so amendment is for half of salary for an officer and sergeant.	Unanticipated Revenues	31,519	31,519		
Police	01-210001-50100427000270	Police Sergeant		Unanticipated Revenues	37,959	37,959		
Police	01-210001-50100602000000	Admin Assistant I	Provide administrative support for police department. This assumes position to be filled for half of the year.	Unanticipated Revenues	17,160	17,160		
Police	01-210001-51110000000270	Health Insurance	Addition of Police Officer and Sergeant for School Resource Officer program to add to 4 Police Officer positions currently budgeted. Positions to be filled 1/1/19 so amendment is for half of salary for an officer and sergeant.	Unanticipated Revenues	11,397	11,397		
Police	01-210001-51130000000270	Other Insurance - Benefits		Unanticipated Revenues	341	341		
Police	01-210001-51200000000270	SS Contributions		Unanticipated Revenues	1,007	1,007		
Police	01-210001-51300000000270	Retirement Contributions		Unanticipated Revenues	5,961	5,961		
Police	01-210001-51600000000270	Workers Compensation		Unanticipated Revenues	2,376	2,376		
Police	01-210001-54040000000270	Other Materials and Supplies	Costs associated with establishment of increased SRO program.	Unanticipated Revenues	24,600	24,600		
Police	01-210001-54050000000270	Uniforms	Costs associated with establishment of increased SRO program.	Unanticipated Revenues	20,000	20,000		
Cemetery	01-380000-50207601000000	PT-Admin Assistant	To replace position vacated in Sept of 2017.	Transfers	9,000			9,000
City Campus	01-391000-52500000000000	Water	City Campus Fund is being consolidated into the General Fund. This change takes effect in FY19.	Transfers	9,239			9,239
City Campus	01-391000-52530000000000	Energy - Electricity		Transfers	44,874			44,874
City Campus	01-391000-52540000000000	Energy - Natural Gas		Transfers	10,659			10,659
City Campus	01-391000-52810000000000	Alarm		Transfers	1,775			1,775
City Campus	01-391000-53300000000000	Telecommunications		Transfers	734			734
City Campus	01-391000-53800000000000	Interdepartmental Svcs Fixed		Transfers	154,897			154,897
City Campus	01-391050-52500000000000	Water		Transfers	249			249
City Campus	01-391050-52530000000000	Energy - Electricity		Transfers	7,927			7,927
City Campus	01-391050-52540000000000	Energy - Natural Gas		Transfers	4,147			4,147
City Campus	01-391052-52500000000000	Water		Transfers	847			847
City Campus	01-391052-52530000000000	Energy - Electricity		Transfers	1,091			1,091
City Campus	01-391052-52540000000000	Energy - Natural Gas		Transfers	1,257			1,257
City Campus	01-391052-54010000000000	Operating Supplies		Transfers	2,150			2,150
City Campus	01-391053-52500000000000	Water		Transfers	2,672			2,672
City Campus	01-391053-52530000000000	Energy - Electricity		Transfers	9,105			9,105
City Campus	01-391053-52540000000000	Energy - Natural Gas		Transfers	937			937

City of Casper
FY18 Budget Amendment
Line by Line Detail

Cost Center/Fund Name	Account Number	Account Description	Explanation	Source of Funding	Amount	Funding Sources		
						Unanticipated Revenues	Reserves	Transfers
HSCC	01-421000-6030000000000	Municipal Band	Payment for Municipal band is based on property taxes collected on our behalf by the county. Actual amount collected and paid to municipal band exceeded budgeted amount.	Reserves	10,865		10,865	
HSCC	01-421000-6431000000000	Senior Center	City should have paid \$27,500 in FY18 but were not properly invoiced.	Reserves	27,500		27,500	
Parks	01-571571-5404000000000	Other Materials and Supplies	Transfer dollars to Casper Recreation Center to allow them to maintain athletic fields.	Transfers	(10,000)			(10,000)
Parks	01-571572-5010075500000	Parks Supervisor II	Transfer position from Parks to CRC to better coordinate quality control of the athletic fields.	Transfers	(58,072)			(58,072)
Parks	01-571572-5111000000000	Health Insurance		Transfers	(14,027)			(14,027)
Parks	01-571572-5113000000000	Other Ins Benefits		Transfers	(275)			(275)
Parks	01-571572-5120000000000	SS Contributions		Transfers	(4,442)			(4,442)
Parks	01-571572-5130000000000	Retirement Contributions		Transfers	(5,006)			(5,006)
Parks	01-571572-5160000000000	Workers Compensation		Transfers	(1,974)			(1,974)
Parks	01-571572-5175000000000	Other Allowances		Transfers	(800)			(800)
General Fund Transfers Out	01-902000-5900000000000	Transfers out	Net of decreased transfers to Casper Events Center and Casper Recreation Center and decreased transfer to City Campus.	Reserves/Transfers	(160,439)			(160,439)
Weed and Pest	10-370000-5900000000000	Transfers out	Transfer a total of \$1.5 million into health insurance fund to support operation of the fund. Utility enterprise funds and Weed and Pest will support their proportion of activity while Capital Projects fund will support the other funds.	Reserves	8,459		8,459	
CDBG	12-611000-60000000B14000	CDBG Projects	These funds will be used to upgrade the fire suppression system at LifeSteps Campus. These funds were awarded as a previous annual allocation of CDBG funds from HUD, and they will now be drawn down in this fiscal year.	Unanticipated Revenues	32,609	32,609		
Perpetual Care	15-621602-55200000000153	Buildings	This project is to fix the tile in the lobby at City Hall and address the issue that caused the tile to buckle.	Unanticipated Revenues	50,000	50,000		
Perpetual Care	15-621602-55400000000000	Light Equipment	Quotes for Kitchen Steamer Replacement for Casper Events Center are higher than budgeted.	Unanticipated Revenues	10,000	10,000		
Perpetual Care	15-621602-58200000000153	Programs and Projects	Funds to be used to make the lighting more efficient at Casper Events Center. Initial estimate by Rocky Mountain Power indicates the project would cost \$90,184. This project would be partially offset by incentives from RMP of approximately \$39,000. This would be returned to the Opportunity Fund. It is also estimated this project would provide \$40,000 in cost savings per year.	Unanticipated Revenues	90,184	90,184		
Special Fire Assistance	17-840000-50320000000000	Overtime	Adjustments based on review of program by Fire Department leadership.	Transfers	(36,562)			(36,562)
Special Fire Assistance	17-840000-54010000000000	Operating Supplies	Adjustments based on review of program by Fire Department leadership.	Transfers	(53,110)			(53,110)
Special Fire Assistance	17-840000-54010000283000	Operating Supplies Regional Response #14	Adjustments based on review of program by Fire Department leadership.	Transfers	73,110			73,110

City of Casper
FY18 Budget Amendment
Line by Line Detail

Cost Center/Fund Name	Account Number	Account Description	Explanation	Source of Funding	Amount	Funding Sources		
						Unanticipated Revenues	Reserves	Transfers
Special Fire Assistance	17-840000-54010000422000	Operating Supplies Regional Response #13	Adjustments based on review of program by Fire Department leadership.	Transfers	(109,000)			(109,000)
Special Fire Assistance	17-840000-57400000000000	Light Equipment	Replacement of 6 Caridac Monitors used on fire engines and a rescue truck.	Transfers	196,870			196,870
Capital Projects	30-121000-55800000519000	Education and Gvmt Access Grant	Grant to support City's public access/EG access cable channel.	Unanticipated Revenues	20,000	20,000		
Capital Projects	30-190000-55802019995029	Enterprise Resource Software Replacement	The updated quote for the software came in higher than the original estimate used to create the budget. The largest change is the addition of a module for Community Development.	Reserves	252,339		252,339	
Capital Projects	30-210000-55402019607081	Police Body Cameras	More detailed quotes have been developed recently. New quote includes five years of file storage. Currently, the estimate is for \$1,655,000 and \$1,114,000 is budgeted.	Reserves	541,000		541,000	
Capital Projects	30-210000-57302018607209	Tactical Firing Range	Carry Over Encumbrance from FY18 exceeded the original budget less actual spending and this artificially increased the budget for FY19.	Reserves	(19,990)		(19,990)	
Capital Projects	30-210000-57402019000270	Light Equipment-SRO Program	Addition of Police Officer and Sergeant for School Resource Officer program to add to 4 Police Officer positions currently budgeted. Postions to be filled 1/1/19 so amendment is for half of salary for an officer and sergeant. Also, increases in equipment and vehicles.	Unanticipated Revenues	128,288	128,288		
Capital Projects	30-240000-57202018607218	Fire Station Replacement No. 5	Carry forward encumbrance not needed and will be used to fund replacement of cardiac monitors.	Transfers	(30,000)			(30,000)
Capital Projects	30-240000-57302015607079	FY15 Fire Station No. 6 1%15	Carry forward encumbrance not needed and will be used to fund replacement of cardiac monitors.	Transfers	(54,716)			(54,716)
Capital Projects	30-310000-57302016607025	FY16 Misc Residential Streets 1%15	Carry Over Encumbrance from FY18 exceeded the original budget less actual spending and this artificially increased the budget for FY19.	Reserves	(3,110)		(3,110)	
Capital Projects	30-310000-57302018607102	FY18 Misc Arterial and Collectors 1%15	Carry Over Encumbrance from FY18 exceeded the original budget less actual spending and this artificially increased the budget for FY19.	Reserves	(7,369)		(7,369)	
Capital Projects	30-551000-57202018608224	CEC Projects	Replacement of the ADA ramps at the Events Center.	Reserves	20,000		20,000	
Capital Projects	30-850000-59000000607329	Transfers Out-CATC	Council has decided to restore FY19 support for CATC to the FY18 estimated levels. This results in a \$113,000 increase in funding to CATC.	Reserves	113,000		113,000	
Capital Projects	30-850000-59000000995624	Transfers Out-Health Insurance	Transfer a total of \$1.5 million into health insurance fund to support operation of the fund. Utility enterprise funds and Weed and Pest will support their proportion of activity while Capital Projects fund will support the other funds.	Reserves	1,181,212		1,181,212	
Water	40-350353-57300000119171	Improvements-WWDC Zone 3	Funding for continued work was not included in budget.	Unanticipated Revenues	774,845	774,845		
Water	40-350351-57800000000000	Technologies - Replacement	The updated quote for the software came in higher than the original estimate used to create the budget. The largest change is the addition of a module for Community Development.	Reserves	(49,092)		(49,092)	

City of Casper
 FY18 Budget Amendment
 Line by Line Detail

Cost Center/Fund Name	Account Number	Account Description	Explanation	Source of Funding	Amount	Funding Sources		
						Unanticipated Revenues	Reserves	Transfers
Water	40-350001-59000000000000	Transfers out	Transfer a total of \$1.5 million into health insurance fund to support operation of the fund. Utility enterprise funds and Weed and Pest will support their proportion of activity while Capital Projects fund will support the other funds.	Reserves	81,314		81,314	
Sewer	41-360361-57800000000000	Technologies - Replacement	The updated quote for the software came in higher than the original estimate used to create the budget. The largest change is the addition of a module for Community Development.	Reserves	(13,756)		(13,756)	
Sewer	41-360001-59000000000000	Transfers out	Transfer a total of \$1.5 million into health insurance fund to support operation of the fund. Utility enterprise funds and Weed and Pest will support their proportion of activity while Capital Projects fund will support the other funds.	Reserves	22,133		22,133	
WWTP	42-361050-57800000000000	Technologies - Replacement	The updated quote for the software came in higher than the original estimate used to create the budget. The largest change is the addition of a module for Community Development.	Reserves	26,388		26,388	
WWTP	42-361050-59000000000000	Transfers out	Transfer a total of \$1.5 million into health insurance fund to support operation of the fund. Utility enterprise funds and Weed and Pest will support their proportion of activity while Capital Projects fund will support the other funds.	Reserves	55,934		55,934	
Refuse	43-330333-57800000000000	Technologies - Replacement	The updated quote for the software came in higher than the original estimate used to create the budget. The largest change is the addition of a module for Community Development.	Reserves	(21,289)		(21,289)	
Refuse	43-330331-59000000000000	Transfers out	Transfer a total of \$1.5 million into health insurance fund to support operation of the fund. Utility enterprise funds and Weed and Pest will support their proportion of activity while Capital Projects fund will support the other funds.	Reserves	58,905		58,905	
Balefill	44-331341-57800000000000	Technologies - Replacement	The updated quote for the software came in higher than the original estimate used to create the budget. The largest change is the addition of a module for Community Development.	Reserves	30,476		30,476	
Balefill	44-331341-59000000000000	Transfers out	Transfer a total of \$1.5 million into health insurance fund to support operation of the fund. Utility enterprise funds and Weed and Pest will support their proportion of activity while Capital Projects fund will support the other funds.	Reserves	55,020		55,020	
PSCC	52-220222-57800000000000	Replacement Equipment	Replacement of microwave communication systems for PSCC. Systems will cover Hall of Justice to Casper Mountain and Hall of Justice to the Port of Entry. Redundancy will also be provided by new system allowing systems to back each other up in case of failure.	Reserves	150,000		150,000	

City of Casper
 FY18 Budget Amendment
 Line by Line Detail

Cost Center/Fund Name	Account Number	Account Description	Explanation	Source of Funding	Amount	Funding Sources		
						Unanticipated Revenues	Reserves	Transfers
WTP	55-340401-59000000000000	Transfers out	Transfer a total of \$1.5 million into health insurance fund to support operation of the fund. Utility enterprise funds and Weed and Pest will support their proportion of activity while Capital Projects fund will support the other funds.	Reserves	37,023		37,023	
Casper Recreation Center	56-501501-50100350000000	Recreation Coordinator	Elimination of full time position. Funding will be used to fund increases in other part time positions.	Transfers	(34,972)			(34,972)
Casper Recreation Center	56-501501-50206653000000	Recreation Coordinator	Increased funding necessary to partially offset elimination of full time position.	Transfers	22,500			22,500
Casper Recreation Center	56-501501-50206849000000	PT- Camp Leader	To increase supervision of field trips. Budget was previously reduced	Transfers	8,000			8,000
Casper Recreation Center	56-501504-50100250000000	Recreation Supervisor II	Transfer position from Parks to CRC to better coordinate quality control of the athletic fields.	Transfers	58,072			58,072
Casper Recreation Center	56-501504-51110000000000	Health Insurance	Transfer position from Parks to CRC to better coordinate quality control of the athletic fields.	Transfers	14,027			14,027
Casper Recreation Center	56-501504-51130000000000	Other Ins Benefits		Transfers	275			275
Casper Recreation Center	56-501504-51200000000000	SS Contributions		Transfers	4,442			4,442
Casper Recreation Center	56-501504-51300000000000	Retirement Contributions		Transfers	5,006			5,006
Casper Recreation Center	56-501504-51600000000000	Workers Compensation		Transfers	1,974			1,974
Casper Recreation Center	56-501504-51750000000000	Other Allowances		Transfers	800			800
Casper Recreation Center	56-501504-54040000000000	Other Materials and Supplies	Transfer dollars to Casper Recreation Center to allow them to maintain athletic fields.	Transfers	10,000			10,000
Fleet	60-392000-54820000000000	Bulk Fuel	To recognize expense for fuel purchased from outside organizations.	Unanticipated Revenues	998,669	998,669		
City Campus	61-391000-52500000000000	Water	City Campus Fund is being consolidated into the General Fund. This change takes effect in FY19.	Transfers	(9,239)			(9,239)
City Campus	61-391000-52530000000000	Energy - Electricity		Transfers	(44,874)			(44,874)
City Campus	61-391000-52540000000000	Energy - Natural Gas		Transfers	(10,659)			(10,659)
City Campus	61-391000-52810000000000	Alarm		Transfers	(1,775)			(1,775)
City Campus	61-391000-53300000000000	Telecommunications		Transfers	(734)			(734)
City Campus	61-391000-53800000000000	Interdepartmental Svcs Fixed		Transfers	(154,897)			(154,897)
City Campus	61-391050-52500000000000	Water		Transfers	(249)			(249)
City Campus	61-391050-52530000000000	Energy - Electricity		Transfers	(7,927)			(7,927)
City Campus	61-391050-52540000000000	Energy - Natural Gas		Transfers	(4,147)			(4,147)
City Campus	61-391052-52500000000000	Water		Transfers	(847)			(847)
City Campus	61-391052-52530000000000	Energy - Electricity		Transfers	(1,091)			(1,091)
City Campus	61-391052-52540000000000	Energy - Natural Gas		Transfers	(1,257)			(1,257)
City Campus	61-391052-54010000000000	Operating Supplies		Transfers	(2,150)			(2,150)
City Campus	61-391053-52500000000000	Water		Transfers	(2,672)			(2,672)
City Campus	61-391053-52530000000000	Energy - Electricity		Transfers	(9,105)			(9,105)
City Campus	61-391053-52540000000000	Energy - Natural Gas		Transfers	(937)			(937)
Health Insurance	65-194000-52150000000000	Other Professional Services	Funding for a health wellness program will be provided by a contribution from CIGNA.	Unanticipated Revenues	3,150	3,150		

Expenditure Total \$ 4,734,099 2,346,244 2,557,176 (169,321)

City of Casper
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 Line by Line Detail

Cost Center/Fund Name	Account Number	Account Description	Explanation	Source of Funding	Amount	Funding Sources		
						Unanticipated Revenues	Reserves	Transfers
General Fund	01-100000-44270000000000	Building Rent	Move Fund 61 to GF 01		(2,000)			(2,000)
Police	01-100000-44740000000000	Police NCSD #1 Officer	SRO Program		(253,312)	(253,312)		
CDBG	12-611000-42300000B14000	Federal Grant	HUD funds from 2007 have been reacquired.		(32,609)	(32,609)		
Special Fire Assistance	17-840000-47010000000000	Wildfire Reimbursements	Adjustments based on review of program by Fire Department leadership.		(28,504)			(28,504)
CATC	18-431000-48000000000000	Transfers In	Council has decided to restore FY19 support for CATC to the FY18 estimated levels. This results in a \$113,000 increase in funding to CATC.		(113,000)		(113,000)	
Capital Projects	30-121000-42400000519000	Other Grants	IT Related Grant from Charter		(20,000)	(20,000)		
Capital Projects	30-210000-44740000000270	Police SRO Program	SRO capital dollars		(128,288)	(128,288)		
Capital Projects	30-310312-42200000546112	State Grant-Gov Big Game	Russian Olive Removal		(10,000)	(10,000)		
		North Platte River Foundation			(112,550)	(112,550)		
Capital Projects	38-551000-47070000000000	Other Reimbursements	Revenue assoc with CEC lighting project.		(39,000)	(39,000)		
Water	40-350353-42200000119171	State Grant-East Casper Zone 3 WWDC	Funding for continued work was not included in budget.		(774,845)	(774,845)		
Casper Recreation Center	56-501000-48000000000000	Transfers In	Net of changes to Fund 56		(90,124)			(90,124)
Fleet	60-392000-47400000000000	Citywide Bulk Fuel Sales Revenue	Revenues with 10% markup for selling fuel to other funds		(1,098,536)	(1,098,536)		
City Campus	61-391000-48000000000000	Transfers In	Move Fund 61 to GF 01		250,563			250,563
City Campus	61-391052-44270000000000	Building Rent	Move Fund 61 to GF 01		2,000			2,000
Health Insurance	65-194000-47330000000000	Contributions	Health Wellness from CIGNA		(3,150)	(3,150)		
Health Insurance	65-194000-48000000000000	Transfers In	Provide help for health insurance.		(1,500,000)		(1,500,000)	
Property and Liability Insurance	66-195000-44800000000000	Interdepartmental Charges	Insurance was entered into budget incorrectly. Revenue for Willis Mtn Guard for Hogadon not included.		(23,000)	(23,000)		

Revenue Total	\$	(3,976,355)	(2,495,290)	(1,613,000)	131,935
Net impact	\$	757,744	(149,046)	944,176	(37,386)
GF Exp	\$	283,601	238,499	38,579	6,523
GF Depend Exp	\$	989,383	1,001,819	150,000	(162,436)
Other Exp	\$	3,461,115	1,105,926	2,368,597	(13,408)
GF Rev	\$	(255,312)	(253,312)	-	(2,000)
GF Depend Rev	\$	(2,462,247)	(1,124,686)	(1,500,000)	162,439
Other Rev	\$	(1,258,796)	(1,117,292)	(113,000)	(28,504)
GF Net	\$	28,289	(14,813)	38,579	4,523
GF Depend Net	\$	(1,472,864)	(122,867)	(1,350,000)	3
Other Net	\$	2,202,319	(11,366)	2,255,597	(41,912)

RESOLUTION NO. 18-250

A RESOLUTION AMENDING THE FISCAL YEAR 2019 BUDGET OF THE CITY OF CASPER, AUTHORIZING THE ADJUSTMENT OF FUNDS THEREUNDER.

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

SECTION 1.

Pursuant to published notice and a hearing conducted as provided by law, the Council of the City of Casper, Natrona County, Wyoming, hereby amends the budget of the City of Casper for Fiscal Year 2019 in the following manner:

(The following will be offset by unanticipated revenues)

Finance	\$ 29,773
Human Resources	\$ 1,975
Police	\$ 206,751
CDBG	\$ 32,609
Perpetual Care	\$ 150,184
Capital Projects	\$ 148,288
Water	\$ 774,845
Fleet	\$ 998,669
Health Insurance	<u>\$ 3,150</u>
Total	\$2,346,244

(The following will be offset by use of reserves)

Municipal Court	\$ (1,371)
Planning	\$ 1,585
Health/Safety/Community Services	\$ 38,365
Weed and Pest	\$ 8,459
Capital Projects	\$2,077,082
Water	\$ 32,222
Sewer	\$ 8,377
WWTP	\$ 82,322
Refuse	\$ 37,616
Balefill	\$ 85,496
PSCC	\$ 150,000
WTP	<u>\$ 37,023</u>
Total	\$2,557,176

(The following will be offset through budget transfers)

City Manager	\$ 29,691
Municipal Court	\$ (47,285)
City Clerk	\$ 17,592
Cemetery	\$ 9,000
Parks	\$ (94,596)
Transfers Out-Gen Fund	\$ (160,439)
Special Fire Assistance	\$ 71,308
Capital Projects	\$ (84,716)
Casper Recreation Center	\$ <u>90,124</u>

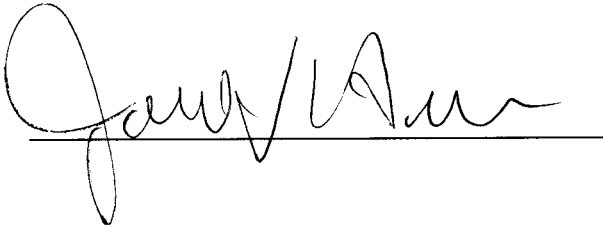
Total \$ (169,321)

SECTION 2.

Should any of the funds hereby adjusted under this amended budget not be completely expended or encumbered they shall revert to the year-end fund balance.

PASSED, APPROVED, AND ADOPTED this 20th day of November, 2018.

APPROVED AS TO FORM:



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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

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 1st reading the 16th day of October, 2018.

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

PASSED, APROVED AND ADOPTED on the 3rd and final reading the ___ day of _____, 2018.

APPROVED AS TO FORM

Wallie Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

ACCEPTED BY CENTURYLINK:

BY: _____

TITLE: _____

DATE: _____

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, 6th 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, 6th 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 6th day of November, 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:

Willie Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

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: 1st Street, 2nd Street, 12th Street, 13th Street, 15th 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.

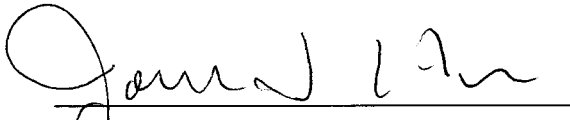
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the 6th day of Nov., 2018

PASSED on 2nd reading the ___ day of ___, 2018

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

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.

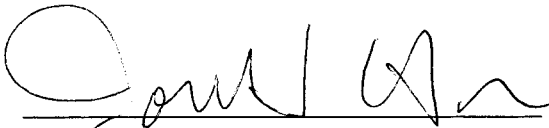
This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading.

PASSED on 1st reading the 6th day of Nov 2018

PASSED on 2nd reading the ___ day of ___, 2018

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

APPROVED AS TO FORM:




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 

FROM: John Henley, City Attorney 
Wallace Trembath, Deputy City Attorney 

SUBJECT: Release of the City's Lien on the Truck Tractor and Trailer of the Food Bank of the Rockies.

Meeting Type & Date

Regular Council Meeting on November 20, 2018

Action type

Resolution

Recommendation

That Council approve a resolution authorizing the release of the lien on the truck tractor and trailer of the Food Bank of the Rockies.

Summary

On November 19, 2013, the City and the Food Bank of the Rockies executed the *Food Delivery Services and Security Agreement* ("Agreement"), which was recorded as instrument number 1188612 in the Natrona County Clerk's office on March 6, 2014. Under the Agreement, the City provided the Food Bank of the Rockies with \$105,000, necessary for the purchase of a truck tractor and trailer, which was secured by a lien on the truck tractor and trailer. In return, the Food Bank of the Rockies provided food transportation and distribution to the needy of Casper for five years, valued at \$21,000 per year.

When the service agreement expires and the Food bank has completed its service to the City of Casper, the City must release its lien on the tractor trailer. The Agreement expires on November 19, 2018, and the Food Bank of the Rockies has completed its obligations thereunder. Therefore, under Article III section B(5) of the Agreement, and the City must terminate its lien and release all remaining city interests in the truck tractor and trailer.

A resolution accompanies this memo authorizing the City Manager or his designee to execute the required documents to release the lien on the truck tractor and trailer.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

City Clerk's Office

Attachments

Resolution Authorizing the Release of the City's Lien on the tractor trailer of the Food Bank of the Rockies.

Lien Termination Form Required by the County Clerk's Office

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] J. Carter Napier, City Manager
B. SEND ACKNOWLEDGMENT TO: (Name and Address) City of Casper, Wyoming Attn: City Clerk's Office 200 North David Street Casper, WY 82601

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # Recorded Instrument #1188612 (Food Delivery Services and Security Agreement)	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
City of Casper, Wyoming, a Wyoming municipal corporation

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
City of Casper, Wyoming, a Wyoming municipal corporation

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

RESOLUTION NO.18-251

A RESOLUTION AUTHORIZING THE RELEASE OF THE CITY'S LIEN ON THE TRACTOR TRUCK AND TRAILER OF THE FOOD BANK OF THE ROCKIES.

WHEREAS, on November 19, 2013, the City and the Food Bank of the Rockies executed the *Food Delivery Services and Security Agreement* ("Agreement"), which was recorded as instrument number 1188612 in the Natrona County Clerk's office on March 6, 2014; and,

WHEREAS, under the Agreement the City provided the Food Bank of the Rockies with \$105,000, necessary for the purchase of a truck tractor and trailer, which was secured by a lien on the truck tractor and trailer; and,

WHEREAS, in return, the Food Bank of the Rockies provided food transportation and distribution to the needy of Casper for five years, valued at \$21,000 per year; and,

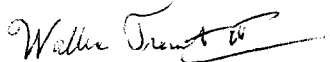
WHEREAS, the Agreement expires on November 19, 2018, and the Food Bank of the Rockies has completed its obligations thereunder.

WHEREAS, under Article III section B(5) of the Agreement, the City must terminate its lien and release all remaining City interests in the truck tractor and trailer.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager or his designee shall prepare and file all documents necessary to terminate the lien and release all remaining City interests on the tractor truck and trailer of the Food Bank of the Rockies.

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 19, 2018

MEMO TO: J. Carter Napier, City Manager 
FROM: Thomas E. Solberg, Fire Chief 
Daniel S. Griswold, Deputy Chief
SUBJECT: Wyoming Office of Homeland Security Grant Acceptance

Meeting Type & Date:
Regular Council Meeting
November 20, 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 \$36,100.00, to be used to purchase Level A hazardous materials suits and a digital suit pressurization testing instrument with permissible accessories.

Summary:
The Fire-EMS Department administers and operates the Wyoming Office of Homeland Security's Regional Response Team II. The Fire-EMS Department has been notified that the Wyoming Office of Homeland Security has awarded the City of Casper a grant, in the amount of thirty-six thousand one hundred dollars (\$36,100.00) for regional response, all-hazards related activities. This grant falls under the U.S. Department of Homeland Security's State Homeland Security Program (SHSP) and is one that the Fire-EMS Department regularly is awarded. The grant award period is from October 15, 2018 through June 30, 2020.

Financial Considerations
None.

Oversight/Project Responsibility
Mark Harshman, Deputy Chief

Attachments
Resolution
Grant Award

**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

Subrecipient:	City of Casper
DUNS #	152720140
Award Amount:	\$36,100.00
Period of Performance:	October 15, 2018 through June 30, 2020
CFDA #:	97.067
DHS Grant Code:	EMW-2018-SS-00065
Project ID:	18-SHSP-RR2-RR-HRT18

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: 200 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 **Regional Emergency Response Teams** to improve the ability of **RERT #2 - Casper** 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 thirty-six thousand, one hundred dollars and zero cents (\$36,100.00). 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.
- 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 Contractor.** The Subrecipient shall function as an independent contractor 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

Tom Solberg, Fire Chief

Date

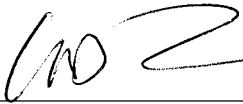
Carter Napier, City Manager


Date

Attested by: City Clerk

Date

CITY ATTORNEY: APPROVAL AS TO FORM

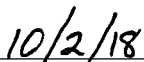




Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


Tyler M. Renner, Assistant Attorney General



Date

Attachment A: Project Description

RERT #2 - Casper

Project ID: 18-SHSP-RR2-RR-HRT18

IJ: Regional Emergency Response Teams

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
1.2	For the purchase of level A hazardous materials suits, or similar, and a digital suit pressurization testing instrument and allowable accessories	\$36,100

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.18-252

A RESOLUTION ACCEPTING A GRANT FROM THE
WYOMING OFFICE OF HOMELAND SECURITY

WHEREAS, the City of Casper has been awarded a grant from the Wyoming Office of Homeland Security in the amount of Thirty-Six Thousand One Hundred Dollars (\$36,100.00); and,

WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Department of Homeland Security; and,

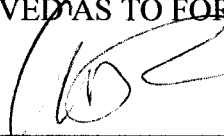
WHEREAS, the grant funds will be used to purchase Regional Response Equipment, to include Level A hazardous materials suits and a digital suit pressurization testing instrument.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the U.S. Department of Homeland Security's State Homeland Security Program grant, in the amount of Thirty-Six Thousand One Hundred Dollars (\$36,100.00), is hereby accepted.

BE IT FURTHER RESOLVED: That the Mayor is hereby authorized and directed to execute, and the City Clerk to Attest this Resolution authorizing the acceptance of the above described grant.

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 30, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing the sole source purchase of (3) control panel enclosure air conditioning units from Andritz Separation Inc. in the amount of \$28,474.53 for use at the Wastewater Treatment Plant.

Meeting Type & Date

Regular Council Meeting
November 20, 2018

Action type

Resolution

Recommendation:

That Council, by resolution, authorize the sole source purchase of (3) control panel enclosure air conditioning units from Andritz Separation Inc. in the amount of \$28,474.53 for use at the Wastewater Treatment Plant (WWTP).

Summary:

During the 2015 upgrade of the dewatering building at the WWTP, contractors installed new dewatering centrifuge control panels with stainless steel air conditioning units. The AC units failed three times within eighteen months, and the contractor replaced them under warranty. High hydrogen sulfide (H₂S) levels caused the failures. H₂S is highly corrosive and extremely prevalent throughout the wastewater treatment processes. Staff have since mitigated high H₂S levels in the dewatering building with the introduction of ferric chloride into the sludge prior to dewatering.

The control panel enclosures house Programmable Logic Controllers (PLC's) and other electrical components for the dewatering equipment. The enclosure air conditioners are required to provide cooling for the PLC's as they can become quite hot leading to failure.

The Public Services Department requests that the enclosure air conditioner replacements be sole sourced through Andritz Separation Inc. The new units would be identical to the ones being replaced. The reasoning for the sole source procurement is as follows:

1. Andritz Separation Inc. designs, installs, and services dewatering equipment nationally. Andritz designed all of the dewatering equipment in use at the WWTP and they were involved in the maintenance and replacement of the previous air conditioner units.

WWTP staff have confidence in Andritz equipment and know that parts and service are readily available.

2. The air conditioner manufacturer uses only Andritz to distribute these particular cooling units. They are not available for purchase via other vendors.
3. The replacement air conditioning units will be an exact fit into the existing control panel enclosures. Use of any other air conditioning unit may require modification of the enclosure and the electrical wiring and telemetry.

Council approved moving forward with this purchase at the August 7, 2018 pre-meeting.

The installation of the air conditioning units will be accomplished by City staff.

Financial Considerations

Funding for the project will come from the Wastewater Treatment Plant Fund.

Oversight/Project Responsibility

Megan Lockwood, Wastewater Treatment Plant Manager

Attachments

Resolution

Purchase Agreement

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this 2nd day of October 2018, between the City of Casper, Wyoming, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, Andritz Separation Inc., 1010 Commercial Boulevard South, Arlington, Texas, 76001, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the attached Exhibit "A" (page 1 and 2 only, as indicated). The Goods to be furnished are generally described as follows:

Procurement of Two (2) Corrosion Resistant Type 4X-316SS 460V Air Conditioners, Part No. 132776826 and One (1) DTS 4X 304SS Air Conditioner, Part No. 132800105

ARTICLE 2. ENGINEER.

The Goods have been specified by the Public Services Department, Public Utilities Division of the City of Casper, Wyoming, referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Wastewater Treatment Plant
2400 Bryan Evansville Road
Casper, Wyoming 82609

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by November 30, 2018.

4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Twenty-Eight Thousand Four Hundred Seventy-Four Dollars and Fifty-Three Cents (\$28,474.53).

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:

6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A" (Page 1 and the part of Page 2 as modified)
- 9.3 Addenda, if applicable.
- 9.4 Certificate of Insurance.

- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.7 Procurement Specifications. (See Exhibit “A”)
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages NA to NA, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner. NA
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement. NA
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

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

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

Andritz Separation Inc.
1010 Commercial Blvd. South
Arlington, TX 76001

ATTEST:

BY: Bernard Washington

BY: ROBERT KING

TITLE: Contracts Manager

TITLE: VICE PRESIDENT SERVICE SALES

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

BY: _____

BY: _____

Fleur D. Tremel

Ray Pacheco

TITLE: City Clerk

TITLE: Mayor

EXHIBIT "A"



QUOTATION

Customer: 121329
City of Casper
200 North David Street
Casper WY 82601-1815

Contact: **Ms. Megan Lockwood**
Fax: **+13072357516**
Copy to:
Your inquiry:

Our quote no: **20493918**

Supplier: **Andritz Separation Inc.**
Contact: **Nicole Firkins**
Phone: **+18173754430**
Fax: **+18173756430**
E-mail: **Nicole.Firkins@andritz.com**
Date: **06/11/2018**

Sales Responsible: **BAINES, CHARLES**

Dear Ms. Megan Lockwood,

We thank you for your inquiry and are pleased to quote as follows:

1. Scope of supply

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.
4. Reference this quote number.

Freight is excluded.

Products will be ready to ship in 5-6 weeks from receipt of approved purchase order.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	AIR CONDITIONER TYPE 4X-316SS . CORROSION RESISTANT 460VAC 3~	132776826		2	PC	11,536.70	23,073.40
20	AIR CONDITIONER DTS 3081 120 VAC NEMA 4X 304 SS	132800105		1	PC	5,096.50	5,096.50



Our quote no: 20493918

Items total		28,169.90
Freight		304.63
Total Amount	USD	28,474.53

* S = Spare Parts, W = Wear Parts

Technical contact: Mr Marcial Cervantes, Jr.

Terms and Conditions

2. **Delivery Time:**
after receipt of order and any clarifications.
3. **Terms of delivery:**
Our terms of delivery are FCA Origin Prepaid & Add, according to INCOTERMS 2010.
4. **Terms of Payment:**
Within 30 days Due net
(1% default interest per month for delayed payment).
5. **Validity of quotation:**
This quotation is valid to 08/31/2018.

Other Terms:

6. TERMS APPLICABLE

This quotation of acknowledgement and Seller's sale of Products and for provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and reconditioned products, equipment, parts and/or for the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgement of Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

8. WARRANTY

- (a) **Products Warranty**
- (i) **New Equipment Warranty:** In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. The warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").
- (ii) **Parts and Used or Reconditioned Machinery or Equipment Warranty:** In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").
- (iii) **During the Warranty Period** Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a) (i) if the Products have not been stored, installed, operated and maintained in accordance with general

~~improved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear and are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.~~

~~(b) **Service Warranty** Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.~~

~~(c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.~~

~~(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~

~~(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.~~

~~(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.~~

9. LIMITATION OF LIABILITY

Notwithstanding any other provision in the Agreement, the following limitations of liability shall apply:

- (a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement, or from the performance or breach hereof.
- (b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.
- (c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.
- (d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.
- (e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods furnished (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement the furnishing of such advice or assistance will not subject Seller to any liability whether a contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without violating this Agreement, may make changes by allowing, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any other obligations of Seller if, after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed in and paid by Buyer unless Buyer provides to Seller a tax exemption certificate acceptable to the relevant taxing authorities.

12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to protect and maintain such security interest in Seller and to protect Seller's interest in the Products.

13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

14. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement are limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

- (a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with operation of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.
- (b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
- (c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of the license and a refund of a pro rata share of the contract price or license fee paid.
- (d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (excluding the sole authority to select counsel) and remove the Software or stop accused infringing usage; (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software; or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's reverse engineering of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software; (ii) replace the Software with a functional equivalent; and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.
- (e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing within the period of time set forth in subparagraph (c) above; of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE

- ~~SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE~~
- ~~(f) Buyer and its successors are limited to the remedies specified in this Paragraph~~
- ~~(g) ~~Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee~~~~
- 16. SITE RISKS**
- ~~(a) **Concealed Conditions** The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found~~
- ~~(b) **Environmental Remediation** Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work~~
- 17. TERMINATION**
- ~~(a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer~~
- ~~(b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit, provided that in no event shall Seller's termination charges be less than 25% of the contract price~~
- ~~(c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its collection charges~~
- 18. CONFIDENTIALITY**
- ~~Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph~~
- 19. END USER**
- ~~If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer shall use its best efforts to obtain the End User's written consent to be bound by Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors, and suppliers, from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent~~
- 20. FORCE MAJEURE**
- ~~(a) **Force Majeure Defined:** For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or omissions of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of cargo, fire and castings, lack of available shipping by land, sea or air, lack of dock lift/cargo or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or subcontractors, theft, and explosions~~
- ~~(b) **Suspension of Obligations** If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as it requires to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay~~
- ~~(c) **Option to Terminate** If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement~~
- ~~(d) **Strikes On-Site** Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule~~
- 21. INDEMNIFICATION AND INSURANCE**
- ~~(a) **Indemnification** Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault (T and F) of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from a Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault~~
- ~~(b) **Insurance** Seller shall maintain commercial general liability insurance with limits of \$1,000,000 per occurrence and at the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverage upon request~~
- 22. GENERAL**
- ~~(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to the manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations~~
- ~~(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void~~
- ~~(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein~~
- ~~(d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right hereafter to enforce and compel strict compliance with every term and condition hereof~~
- ~~(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion or termination hereof~~
- ~~(f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick~~
- ~~(g) (i) In the circumstances of (f) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of (f) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC") by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to~~



Our quote no: 20493918

~~agree within 45 days after submission of the dispute to arbitration, such arbitrator as well as the rules of arbitration shall be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator as well as the rules of arbitration shall be appointed by the CCAC in accordance with the CCAC Rules
(b) in the event the Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement
If the parties have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.~~

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Please do not hesitate to contact us if you require further information.

Yours sincerely

Andritz Separation Inc.



**ADDENDUM TO CITY OF CASPER
PROCUREMENT AGREEMENT & PROCUREMENT GENERAL CONDITIONS
PURCHASE OF THREE (3) AIR CONDITIONERS
CASPER, WYOMING**

The additional provisions listed below supersede any inconsistent provisions in any instrument forming part of this agreement:

Amend as follows:

PROCUREMENT AGREEMENT

ARTICLE 4. CONTRACT TIME.

4.3 Liquidated Damages: Strike section and replace with the following:

Owner and Contractor recognize that time is of the utmost importance of this Procurement Agreement. In the event of an unexcused late delivery and after one-week grace period, the Contractor shall pay to Owner 1% of the contract price as liquidated damages, and not as a penalty, for each full week late. Owner agrees that any such liquidated damage paid by Contractor shall be Owner's sole remedy in the event of late delivery. In no event shall the liquidated damage total assessment exceed 10% of the contract price. Contractor shall not be liable for any loss or delay due to force majeure, acts of Owner, or other causes beyond the reasonable control of Contractor. In the event of any such delay in performance due to such causes, the date of delivery or performance shall be deferred for a period equal to the time lost by the reason of the delay. Upon exceeding cap for liquidated damages, Owner may exercise its right to terminate this agreement for failure to meet the agreed upon deadlines.

STANDARD PROCUREMENT GENERAL CONDITIONS

Procurement General Conditions

ARTICLE 5 - SHIPMENT AND DELIVERY OF THE GOODS

5.1: In the first sentence, strike "f.o.b. point of delivery" and replace with "DDP to the Casper Wastewater Treatment Plant located at 2400 Bryan-Evansville Road, Casper, WY 82609, Freight Prepaid & Add".,

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.2: Material, Equipment, and Workmanship: Add the following after the first paragraph:

- (a) Products Warranty.
 - (i) New Equipment Warranty. In the case of the purchase of new equipment the Contractor warrants to Owner that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Owner and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").
 - (ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Contractor warrants to Owner that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to Owner and shall expire 6 months from delivery thereof (the "Warranty Period").
 - (iii) If during the Warranty Period Owner discovers a defect in material or workmanship of a Product and gives Contractor written notice thereof within 10 days of such discovery, Contractor will, at its option, either deliver to Owner, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this



warranty are warranted against defects in material and workmanship for one period of 12 months for 7.2(a)(i) or 6 months for 7.2(a)(ii) from completion of such repair or replacement, with no further extension. Contractor will have no warranty obligations for the Products under this Paragraph 7.2(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Contractor's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Owner fails to give Contractor such written 10 day notice; (iv) if the Products are repaired by someone other than Contractor or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

- (b) **Services Warranty.** Contractor warrants to Owner that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Contractor be promptly notified in writing thereof, Contractor as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Contractor does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Contractor shall not be liable for any loss of use or any production losses whatsoever.
- (c) Contractor further warrants to Owner that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Contractor will cause them to be discharged promptly after notification from Owner of their existence.
- (d) **THE EXPRESS WARRANTIES CONTRACTOR MAKES IN THIS SECTION 7.2 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- (e) The remedies provided in Paragraphs 7.2(a), 7.2(b) and 7.2(c) are Owner's exclusive remedy for breach of warranty.
- (f) With respect to any Product or part thereof not manufactured by Contractor, Contractor shall pass on to Owner only those warranties made to Contractor by the manufacturer of such Product or part which are capable of being so passed on.

7.4: Patent Fees and Royalties: Replace the last sentence of the paragraph with the following:

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes on an intellectual property right in the United States, Canada, or country of the manufactured Product or part thereof, effective as of the date of this Agreement; provided Seller is notified promptly in writing and given the reasonably necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

ARTICLE 9 - ENGINEER'S STATUS

9.4: Strike entirely.

9.5: Strike entirely.

ARTICLE 12 - CHANGE OF CONTRACT TIME

12.3: In the first sentence, replace "essence" with "utmost importance".

ARTICLE 13: WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE



- 13.4: Strike.
- 13.5: Strike.
- 13.6: Strike.
- 13.7: Strike.
- 13.8: Strike.

Add the following sections:

Indemnity:

16.4 Contractor agrees to defend and indemnify Owner, its officers, agents, and employees from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Contractor hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Contractor. Owner shall promptly tender the defense of any such third-party claim to Contractor. Contractor shall be entitled to control the defense and resolution of such claim, provided that Owner shall be entitled to be represented in the matter by counsel of its choosing at Owner's sole expense. Where such Loss results from the Fault of both Contractor and Owner or a third party, then Contractor's defense and indemnity obligation shall be limited to the proportion of the Loss that Contractor's Fault bears to the total Fault.

Limitation of Liability:

16.5 Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(1) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Contractor, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(2) The aggregate liability of Contractor, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing obligations to pass performance tests, if applicable, shall in no event exceed the contract price, except when the claim is related to bodily injury, death or intellectual property infringement. For those exceptions, aggregate liability shall not exceed \$500,000.

(3) The limitations and exclusions of liability set forth in this Section 16.5 Limitation of Liability shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Owner's exclusive remedies.

(4) All liability of Contractor, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate three years after the date of this Agreement, or when the statute of limitations to bring a claim or lawsuit expires, whichever is later.

[The rest of this page is intentionally left blank.]



Approved as
to form:

City Attorney's Office

Walker Trumbull

Attorney for Andritz

Veronica C. Bruer

Accepted By:

ANDRITZ Separation Inc.

Ann Crossman

Signature

Ann Crossman

Print

VP Finance

Title

10/2/2018

Date

City of Casper

Signature

Print

Title

Date

RESOLUTION NO. 18-253

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH ANDRITZ SEPARATION INC. FOR THREE AIR CONDITIONING UNITS FOR USE AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

WHEREAS, the City has need for the furnishing of Three (3) Control Panel Enclosure Air Conditioning Units for use at the Wastewater Treatment Plant; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the units as required by an agreement between the Contractor and the City; and,


WHEREAS, the City desires to retain the Contractor for furnishing the units.

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 procurement agreement with Andritz Separation Inc., 1010 Commercial Boulevard South, Arlington, Texas 76001, for the furnishing of Three (3) control panel enclosure air conditioning units.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Twenty-Eight Thousand Four Hundred Seventy-Four Dollars and Fifty-Three Cents (\$28,474.53).

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 23, 2018

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

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

SUBJECT: Authorizing an Agreement with Davidson Mechanical, in the Amount of \$44,217.00, for the Casper Events Center Combination Oven/Steamer Replacements, Project No. 18-087.

Meeting Type & Date

Regular Council Meeting
November 20, 2018

Action type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with Davidson Mechanical, for construction of the Casper Events Center Combination Oven/Steamer Replacements, Project No. 18-087, for the base bid amount of \$44,217.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$783.00, for a total project amount of \$45,000.00.

Summary

On October 23, 2018, one (1) bid was received for the construction of the Casper Events Center Combination Oven/Steamer Replacements Project. The bid for the work is as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Davidson Mechanical	Casper, Wyoming	\$44,217.00

The Engineering Office estimate for the project was \$35,000.00.

The Casper Events Center has planned multiple projects to improve accessibility, security and quality for users of the facility. In recent years the two (2) combination oven/steamer units in the kitchen have become increasingly difficult to keep working properly, and urgency for their replacement has now come. These units were part of the original kitchen installation in the early 1980's. This new project will provide two (2) new oven steamer units with all of the standard modern technology, and the accompanying pans. Construction of the improvements is to be substantially complete by December 21, 2018.

Financial Considerations

Funding for the project will be from Perpetual Care Funds allocated to Light Equipment Projects.

Oversight/Project Responsibility

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

Attachments

Resolution

Agreement

Bid Form

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

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

WHEREAS, the City of Casper desires to replace the combination oven/steamer units in the commercial kitchen at the Casper Events Center; and,

WHEREAS, Davidson Mechanical, Inc., is able and willing to provide those services specified as the City of Casper, CEC Combination Oven/Steamer Replacements, Project No. 18-087.

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, CEC Combination Oven/Steamer Replacements, Project No. 18-087.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by December 21, 2018, and completed and ready for final payment in accordance with Article 14 of the General Conditions by January 4, 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 Two Hundred Dollars (\$200.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

Davidson Mechanical, Inc.
CEC Combination Oven/Steamer Replacements, Proj. No. 18-087

SFA-1

neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) 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 Forty-Four Thousand Two Hundred Seventeen and 00/100 Dollars (\$44,217.00), 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. None.
- 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.

Davidson Mechanical, Inc.

CEC Combination Oven/Steamer Replacements, Proj. No. 18-087

SFA-4

- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: None

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

{Intentionally Left Blank}

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

APPROVED AS TO FORM:

(CEC Combination Oven/Steamer Replacements, Project 18-087)

Walter J. ...

DATED this _____ day of _____, 2018.

ATTEST:

CONTRACTOR:

Davidson Mechanical, Inc.
728 East C Street
Casper, WY 82601

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
 CEC Combination Oven/Steamer Replacement
 Project No. 18-087

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 **December 21, 2018**, and completed and ready for final payment not later than **January 4, 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. _____ Dated _____
 Addendum No. _____ Dated _____

 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost,

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

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

TOTAL BASE BID, IN NUMERALS: \$ 44,217⁰⁰
TOTAL BASE BID, IN WORDS: Forty Four Thousand Two
Hundred Seventeen 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: DAVIDSON MECHANICAL
728 EAST C STREET
CASPER, WY 82601

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

Submitted on 10-23, 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: DAVIDSON MECHANICAL INC (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: [Signature] (seal)
TERRANCE DAVIDSON / President
(Title)

(Seal)

Attest: [Signature]

Business Address: 728 E C
Casper, WY
82601

Phone Number: 307-577-4000

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
CEC COMBINATION OVEN/STEAMER REPLACEMENTS
 Project No. 18-087

Bid Date: October 19, 2018

COMPANY NAME: DAVIDSON Mechanical
 ADDRESS: 729 EAST C Casper, WY 82601

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

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

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	R&R Combination Oven/Steamer in Commercial Kitchen	EA	2	22,108.50	44,217.00
TOTAL BASE BID					

RESOLUTION NO.18-254

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DAVIDSON MECHANICAL, INC., FOR THE CASPER EVENTS CENTER COMBINATION OVEN/STEAMER REPLACEMENTS, PROJECT NO.18-087.

WHEREAS, the City of Casper desires to replace the combination oven/steamer units within the commercial kitchen at the Casper Events Center; and,

WHEREAS, Davidson Mechanical, Inc., is able and willing to provide those services specified as the Casper Events Center Combination Oven/Steamer Replacements, Project No. 18-087; 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 Five Hundred Dollars (\$500.00), 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 Davidson Mechanical, Inc., for those services, in the amount of Forty-Four Thousand Two Hundred Seventeen and 00/100 Dollars (\$44,217.00).

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 Forty-Four Thousand Two Hundred Seventeen and 00/100 Dollars (\$44,217.00), and Seven Hundred Eighty-Three and 00/100 Dollars (\$783.00) for a construction contingency account, for a total price of Forty-Five Thousand and 00/100 Dollars (\$45,000.00).

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 Five Hundred Dollars (\$500.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(Casper Events Center Combination Oven/Steamer Replacements, Project No. 18-087)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

October 26, 2018

MEMO TO: J. Carter Napier, City Manager ^{oo}

FROM: Andrew Beamer, P.E., Public Services Director ¹
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 1 in the amount of \$33,200, with Treto Construction, LLC, for the 2018 Beverly Street Improvements, Project No. 17-083.

Meeting Type & Date

Regular Council Meeting on November 20th, 2018.

Action type

Resolution.

Recommendation

That City Council, by resolution, authorize Change Order No. 1 in the amount of \$33,200 with Treto Construction LLC, for final quantity variations and a time extension of fourteen (14) days, for the 2018 Beverly Street Improvements, Project No. 17-083.

Summary

The City of Casper entered into a contract with Treto Construction, LLC, in May 2018 for the 2018 Beverly Street Improvements Project. The project includes three blocks of waterline replacement; milling and overlay of all asphalt pavement; full-depth concrete reconstruction near East 12th Street; adjustment of a pedestrian crossing signal; reconstruction of failing approaches, valley gutters, and curb and gutter; and addition of ADA accessible concrete ramps. The original contract amount was \$636,510. The project is now substantially complete.

The purpose of Change Order No. 1 is to resolve variations in final quantities actually installed. The primary items that incurred a significant quantity overrun were concrete replacement items (curbwalk, approaches, curb and gutter), and asphalt patching for waterlines and side streets. The amount of failing concrete along the edges of the street was more extensive than originally known, and added asphalt patching was required due to very poor soil conditions. A time extension of fourteen (14) days is for the additional quantities and unforeseen water service lines that caused delays in the contractor's schedule.

Financial Considerations

Funding for the project was from one-time, currently budgeted revenues from One Percent #15 funds for Arterial & Collector Streets, and Water Fund Reserves. Change Order No. 1 will reduce the allocated contingency amount from \$33,490 to \$290.

Oversight/Project Responsibility

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

Attachments
Resolution
Change Order No. 1

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: 2018 Beverly Street Improvements (4th-12th)
Project No. 17-083

DATE OF ISSUANCE: September 20, 2018

OWNER: City of Casper, Wyoming

CONTRACTOR: Treto Construction, LLC

ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description: Final Change Order due to quantity variations.

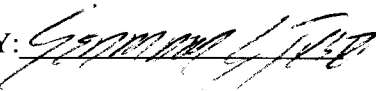
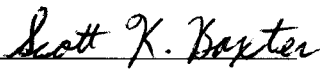
Attachments: Memo & Contractor's Change Order Request

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>636,510.00</u>	Original Contract Time: (days or date) <u>Substantial completion: August 31, 2018</u> <u>Final completion: September 15, 2018</u>
Previous Change Orders No. <u>---</u> to <u>---</u> \$ <u>00.00</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>636,510.00</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: August 31, 2018</u> <u>Final completion: September 15, 2018</u>
Net Increase/ Decrease of this Change Order: \$ <u>33,200.00</u>	Net Increase/ Decrease of this Change Order: (days) <u>-- 14 --</u>
Contract Price with all approved Change Orders: \$ <u>669,710.00</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: September 14, 2018</u> <u>Final completion: September 29, 2018</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:  BY:  BY: _____
Contractor Engineer Owner

Payment Schedule

For pay period September 2018
Beverly Street Improvements 4th to 12th (Project No. 17-083)
 September 30, 2018

Item No.	Description	Unit Type	Bid Quantity	Unit Price	Extended Price	Quantity Complete		Pay Request \$		Current Retainage (5%) \$		Pay Amount \$			
						Previous	Current	Previous	Current	Previous	Current	Previous	Current		
Base Bid Schedule Descriptions															
1	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00	1	0	\$ 50,000.00	\$ -	\$ 5,000.00	\$ (2,500.00)	\$ 45,000.00	\$ 2,500.00	\$ -	
2	F&I Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	1	0	\$ 25,000.00	\$ -	\$ 2,500.00	\$ (1,250.00)	\$ 22,500.00	\$ 1,250.00	\$ -	
3	Miscellaneous Landscaping & Irrigation Repairs	LS	1	\$ 5,000.00	\$ 5,000.00	1	0	\$ 5,000.00	\$ -	\$ 500.00	\$ (250.00)	\$ 4,500.00	\$ 250.00	\$ -	
4	Materials Testing (Asphalt Paving Sections)	LS	1	\$ 10,000.00	\$ 10,000.00	1	0	\$ 10,000.00	\$ -	\$ 1,000.00	\$ (500.00)	\$ 9,000.00	\$ 500.00	\$ -	
5	F&I One-Cent Project Signs	EA	4	\$ 1,000.00	\$ 4,000.00	4	0	\$ 4,000.00	\$ -	\$ 400.00	\$ (200.00)	\$ 3,600.00	\$ 200.00	\$ -	
6	Relocate Existing Pedestrian Crosswalk Traffic Signal	EA	1	\$ 10,500.00	\$ 10,500.00	1	0	\$ 10,500.00	\$ -	\$ 1,050.00	\$ (525.00)	\$ 9,450.00	\$ 525.00	\$ -	
7	F&I New Pedestrian Crosswalk Pedestal & Button	EA	1	\$ 2,700.00	\$ 2,700.00	1	0	\$ 2,700.00	\$ -	\$ 270.00	\$ (135.00)	\$ 2,430.00	\$ 135.00	\$ -	
8	F&I New Stop Sign & Flashing Red Beacon	EA	2	\$ 3,845.00	\$ 7,690.00	2	0	\$ 7,690.00	\$ -	\$ 769.00	\$ (384.50)	\$ 6,921.00	\$ 384.50	\$ -	
9	F&I 2x8' White Crosswalk Pavement Marking (Tape)	EA	46	\$ 350.00	\$ 16,100.00	46	0	\$ 16,100.00	\$ -	\$ 1,610.00	\$ (805.00)	\$ 14,490.00	\$ 805.00	\$ -	
10	F&I 2' Wide White Stop-Bar Pavement Marking (Tape)	LF	60	\$ 60.00	\$ 3,600.00	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (180.00)	\$ 3,600.00	STRIPING
11	F&I White Left Turn Arrow Pavement Marking (Tape)	EA	4	\$ 650.00	\$ 2,600.00	0	0	\$ -	\$ -	\$ -	\$ 130.00	\$ -	\$ (130.00)	\$ 2,600.00	
12	Remove Asphalt Surfacing by Cold Milling	SY	14,375	\$ 2.00	\$ 28,750.00	14,375	0	\$ 28,750.00	\$ -	\$ 2,875.00	\$ (1,437.50)	\$ 25,875.00	\$ 1,437.50	\$ -	
13	R&R Full Depth Asphalt to Concrete Street Section (10'x4')	SY	340	\$ 80.00	\$ 27,200.00	340	0	\$ 27,200.00	\$ -	\$ 2,720.00	\$ (1,360.00)	\$ 24,480.00	\$ 1,360.00	\$ -	
14	R&I Separation/Stabilization Fabric	SY	340	\$ 2.00	\$ 680.00	340	0	\$ 680.00	\$ -	\$ 68.00	\$ (34.00)	\$ 612.00	\$ 34.00	\$ -	
15	R&R Asphalt Section as Patch (4'x6')	SF	540	\$ 7.50	\$ 4,050.00	3,340	0	\$ 25,050.00	\$ -	\$ 2,505.00	\$ (1,252.50)	\$ 22,545.00	\$ 2,302.50	\$ (21,000.00)	PATCHING
16	F&I 2' Asphalt Overlay	TON	1,800	\$ 85.00	\$ 153,000.00	1,701	0	\$ 144,585.00	\$ -	\$ 14,458.50	\$ (6,808.50)	\$ 130,126.50	\$ 6,808.50	\$ 8,415.00	OVERLAY
17	Adjust Manhole Top & Install 5x5' Concrete Diamond w/ New Lid	EA	11	\$ 750.00	\$ 8,250.00	11	0	\$ 8,250.00	\$ -	\$ 825.00	\$ (412.50)	\$ 7,425.00	\$ 412.50	\$ -	DIAMONDS
18	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	24	\$ 300.00	\$ 7,200.00	16	0	\$ 4,800.00	\$ -	\$ 480.00	\$ (240.00)	\$ 4,320.00	\$ 120.00	\$ 2,400.00	
19	R&R Type B Concrete Curb & Gutter	LF	50	\$ 22.00	\$ 1,100.00	152	0	\$ 3,344.00	\$ -	\$ 334.40	\$ (279.40)	\$ 3,009.60	\$ 279.40	\$ (2,244.00)	CONCRETE
20	R&R Concrete Valley Gutter (7'x4')	SF	1,610	\$ 6.00	\$ 9,660.00	1,230	0	\$ 7,380.00	\$ -	\$ 738.00	\$ (255.00)	\$ 6,642.00	\$ 255.00	\$ 2,280.00	
21	R&R Concrete Approach 6'-3" Wide (6'x4')	LF	300	\$ 40.00	\$ 12,000.00	407	0	\$ 16,280.00	\$ -	\$ 1,628.00	\$ (814.00)	\$ 14,652.00	\$ 814.00	\$ (4,280.00)	
22	R&R Concrete Curbwalk 6'-3" Wide (4'x4')	LF	250	\$ 40.00	\$ 10,000.00	661	0	\$ 26,440.00	\$ -	\$ 2,644.00	\$ (1,322.00)	\$ 23,796.00	\$ 1,322.00	\$ (16,440.00)	
23	R&R Concrete Fillet w/ Type I or III ADA Ramp	SF	5,335	\$ 6.00	\$ 32,010.00	4,191	0	\$ 25,145.00	\$ -	\$ 2,514.60	\$ (914.10)	\$ 22,631.40	\$ 914.10	\$ 6,864.00	
24	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	20	\$ 150.00	\$ 3,000.00	18	0	\$ 2,700.00	\$ -	\$ 270.00	\$ (135.00)	\$ 2,430.00	\$ 135.00	\$ 300.00	
25	F&I 12" PVC Storm Sewer Pipe	LF	52	\$ 35.00	\$ 1,820.00	118	0	\$ 4,130.00	\$ -	\$ 413.00	\$ (206.50)	\$ 3,717.00	\$ 206.50	\$ (2,310.00)	STORM
26	R&R Standard Curb Inlet Catch Basin & Grate	EA	2	\$ 3,000.00	\$ 6,000.00	2	0	\$ 6,000.00	\$ -	\$ 600.00	\$ (300.00)	\$ 5,400.00	\$ 300.00	\$ -	
27	R&R 12" Waterline	LF	990	\$ 35.00	\$ 34,650.00	996	0	\$ 34,610.00	\$ -	\$ 3,451.00	\$ (1,718.50)	\$ 31,059.00	\$ 1,718.50	\$ 140.00	WATERLINE
28	R&R 8" Waterline	LF	170	\$ 35.00	\$ 5,950.00	141	0	\$ 4,935.00	\$ -	\$ 493.50	\$ (246.75)	\$ 4,441.50	\$ 246.75	\$ 1,015.00	
29	F&I 12" Gate Valve	EA	1	\$ 3,000.00	\$ 3,000.00	1	0	\$ 3,000.00	\$ -	\$ 300.00	\$ (150.00)	\$ 2,700.00	\$ 150.00	\$ -	
30	F&I 8" Gate Valve	EA	4	\$ 2,000.00	\$ 8,000.00	4	0	\$ 8,000.00	\$ -	\$ 800.00	\$ (400.00)	\$ 7,200.00	\$ 400.00	\$ -	
31	F&I 12"x8" DI Tee	EA	3	\$ 1,000.00	\$ 3,000.00	3	0	\$ 3,000.00	\$ -	\$ 300.00	\$ (150.00)	\$ 2,700.00	\$ 150.00	\$ -	
32	F&I 8"x6" Reducer	EA	2	\$ 1,000.00	\$ 2,000.00	2	0	\$ 2,000.00	\$ -	\$ 200.00	\$ (100.00)	\$ 1,800.00	\$ 100.00	\$ -	
33	12" Waterline Connection	EA	2	\$ 5,000.00	\$ 10,000.00	2	0	\$ 10,000.00	\$ -	\$ 1,000.00	\$ (500.00)	\$ 9,000.00	\$ 500.00	\$ -	
34	8" or 6" Waterline Connection	EA	3	\$ 5,000.00	\$ 15,000.00	3	0	\$ 15,000.00	\$ -	\$ 1,500.00	\$ (750.00)	\$ 13,500.00	\$ 750.00	\$ -	
35	F&I New Fire Hydrant Assembly	EA	2	\$ 6,500.00	\$ 13,000.00	2	0	\$ 13,000.00	\$ -	\$ 1,300.00	\$ (650.00)	\$ 11,700.00	\$ 650.00	\$ -	
36	F&I Cathodic Protection System	LS	1	\$ 5,000.00	\$ 5,000.00	1	0	\$ 5,000.00	\$ -	\$ 500.00	\$ (250.00)	\$ 4,500.00	\$ 250.00	\$ -	
37	F&I Select Backfill for Waterline Trench	LF	1,200	\$ 30.00	\$ 36,000.00	1,123	0	\$ 33,690.00	\$ -	\$ 3,369.00	\$ (1,684.50)	\$ 30,321.00	\$ 1,684.50	\$ 2,310.00	
38	R&R 10' Wide Waterline Trench Patch (4'x8')	LF	1,180	\$ 50.00	\$ 59,000.00	1,517	0	\$ 75,850.00	\$ -	\$ 7,585.00	\$ (3,792.50)	\$ 68,265.00	\$ 3,792.50	\$ (16,850.00)	
				Totals	\$ 636,510.00			\$ 669,710.00	\$ -	\$ 66,971.00	\$ (35,145.50)	\$ 602,739.00	\$ 35,145.50	\$ (33,200.00)	
Total Work Completed								\$	669,710.00						

Treto Construction, LLC

P.O. Box 50610
Casper, WY 82609
P: 307-237-8836, F: 307-237-0875
cristinatreto@aol.com

City Of Casper
200 N. David St.
Casper, Wyoming 82601

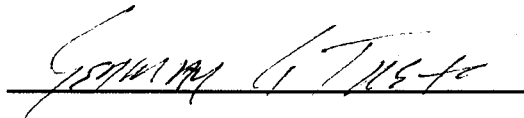
September 24, 2018

Re: 2018 Beverly Street Improvements

Dear Mr. Scott Baxter

Treto Construction, LLC would like to request a Change Order for the on the reference project due to quantity overruns for the amount of \$33,200.

Thank you for your time and consideration on this matter. Any question please contact Gustavo at 307-797-4767



Gustavo Treto
Managing member
Treto Construction, LLC

Treto Construction, LLC

P.O. Box 50610
Casper, WY 82609
P: 307-237-8836, F: 307-237-0875
cristinatreto@aol.com

City Of Casper
200 N. David St.
Casper, Wyoming 82601

September 24, 2018

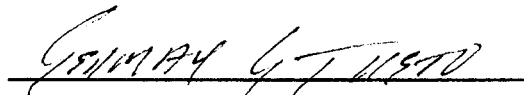
Re: 2018 Beverly Street Improvements

Dear Mr. Scott Baxter

Treto Construction, LLC would like to request a time extension on the reference project. As you are aware, the project was scheduled to be completed by August 31, 2018 and The City of Casper add more job to the existing bid schedule.

We are asking for a 14 calendar day extension. Leaving the completion date to September 14, 2018

Thank you for your time and consideration on this matter. Any question please contact Gustavo at 307-797-4767



Gustavo Treto
Managing member
Treto Construction, LLC

RESOLUTION NO.18-255

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH TRETTO CONSTRUCTION, LLC, FOR FINAL QUANTITY VARIATIONS FOR THE 2018 BEVERLY STREET IMPROVEMENTS, PROJECT NO. 17-083.

WHEREAS, the City of Casper desires to change the scope of work and related compensation for final quantity variations for the 2018 Beverly Street Improvements, Project No. 17-083; and,


WHEREAS, Tretto Construction, LLC, is able and willing to provide those services, specified as Change Order No. 1 to the agreement for final quantity variations for the 2018 Beverly Street Improvements, Project No. 17-083, and further described therein.

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. 1 to the agreement with Tretto Construction, LLC, for final quantity variations for the 2018 Beverly Street Improvements, Project No. 17-083, for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total Change Order No. 1 amount not to exceed Thirty-Three Thousand Two Hundred Dollars (\$33,200), for a total price not to exceed Six Hundred Sixty-Nine Thousand Seven Hundred Ten Dollars (\$669,710), and a time extension of fourteen (14) 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 30, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with Modern Electric Co., in the amount of \$55,930.00, for the Regional Waste Water System (RWWS) Lift Station Generator - Riverwest, Project No. 18-008

Meeting Type & Date

Regular Council Meeting
November 20, 2018

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with Modern Electric Co., for the RWWS Lift Station Generator - Riverwest, Project No. 18-008, in the amount of \$55,930.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$5,070.00, for a total project amount of \$61,000.00.

Summary

The RWWS Lift Station Generator – Riverwest project is for the replacement of the emergency generator at the sanitary sewer lift station off of Robertson Road. The existing generator is being replaced as it is nearing the end of its effective service life.

On Tuesday, October 30, 2018, two (2) bids were received from contractors to perform the improvements. The bids received for this work follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
Modern Electric Co.	Casper, Wyoming	\$55,930.00
Casper Electric, Inc.	Casper, Wyoming	\$73,786.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state contractor, no bid preference was granted. The estimate prepared by the design consultant, Engineering Design Associates was \$80,000.00.

Financial Considerations

Funds used for the contract will be from FY18 Waste Water Treatment Plant Reserves.

Oversight/Project Responsibility

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

Attachments

Resolution

Agreement

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

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," Modern Electric Co., P.O. Box 2107, Casper, Wyoming 82602 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace an emergency generator at the Riverwest sanitary sewer lift station, 3120 S. Robertson Road, Casper, Wyoming 82609; and,

WHEREAS, Modern Electric Co., is able and willing to provide those services specified as the RWWS LIFT STATION GENERATOR - RIVERWEST, Project 18-008.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the RWWS LIFT STATION GENERATOR - RIVERWEST, Project 18-008.

ARTICLE 2. ENGINEER.

The Project has been designed by Engineering Design Associates 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.

Work will be considered substantially complete when all demolition, grading, and installations are complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

- 3.1 The Work will be substantially completed by April 27, 2019, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by May 11, 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 (\$750) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$250.00) 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 Lumped Sum Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Fifty-Five Thousand Nine Hundred Thirty and 00/100 Dollars (\$55,930.00), subject to additions and deductions by Change Order approved by the Owner. Bid Form and Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, and BS-1) and by this reference is made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and 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.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - Bid Form and Bid Schedule (pages BF-1 through BF-4, and BS-1).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1 .
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 Technical Specifications, consisting of six (6) sections.
- 8.13 Special Provisions, consisting of eleven (11) sections

- 8.14 Contract Drawings, consisting of three (3) Sheets
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2018.

APPROVED AS TO FORM:
(RWWS Lift Station Generator - Riverwest, Project 18-008)

Wallu Tremel

ATTEST:

CONTRACTOR:
Modern Electric Co.

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
RWWS Lift Station Generator – Riverwest, Project 18-008

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 April 27, 2019, and completed and ready for final payment not later than May 11, 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 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u>10/24/2018</u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

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

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

TOTAL BASE BID, IN NUMERALS: \$ 55,930.00

TOTAL BASE BID, IN WORDS: Fifty-five thousand, nine hundred thirty 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.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Modern Electric Co.
PO Box 2107
Casper, WY 82602

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

Submitted on October 30, 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: Modern Electric Co. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: *Richard Vignaroli* (seal)

(Title) Richard Vignaroli, President, Modern Electric Co.

(Seal)

Attest: *Nancy Clark*

Business Address: Modern Electric Co.
PO Box 2107, 246 W. 1st Street
Casper, WY 82602

Phone Number: 307-266-1711

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
OCTOBER 23, 2018
RWWS LIFT STATION GENERATOR - RIVERWEST
Project 18-008

Casper, Wyoming

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

LS=Lump Sum

Bid Schedule

1	RWWS Lift Station Generator - Riverwest	LS	Total Base Bid	\$ 55,930.00
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• **BASE BID IN WORDS:**

Fifty-five thousand, nine hundred thirty dollars

This bid submitted by: Modern Electric Co.
(Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.18-256

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
MODERN ELECTRIC CO., FOR THE RWWS LIFT
STATION GENERATOR – RIVERWEST, PROJECT NO. 18-
008

WHEREAS, the City of Casper (“City”) desires to replace the existing emergency generator at the Riverwest lift station; and,

WHEREAS, Modern Electric Co., is able and willing to provide those services specified as the RWWS Lift Station Generator - Riverwest, Project No. 18-008; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Seventy and 00/100 Dollars (\$5,070.00) 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 Modern Electric Co., for those services specified for Project No. 18-008, in the amount of Fifty-Five Thousand Nine Hundred Thirty and 00/100 Dollars (\$55,930.00).

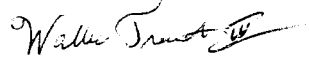
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Fifty-Five Thousand Nine Hundred Thirty and 00/100 Dollars (\$55,930.00) and Five Thousand Seventy and 00/100 Dollars (\$5,070.00) for a construction contingency account, for a total price of Sixty-One Thousand and 00/100 Dollars (\$61,000.00).

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 Five Thousand Seventy and 00/100 Dollars (\$5,070.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

(Resolution – RWWS Lift Station Generator - Riverwest, Project No. 18-008)

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

October 30, 2018

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*
Ryan Dabney, Lieutenant, Casper Police Department
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Installation and Service Company, Inc., in the amount of \$169,971.66, for the Police Department Shooting Range Improvements, Project No. 17-065

Meeting Type & Date
Regular Council Meeting
November 20, 2018

Action Type
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Installation and Service Company, Inc., for the Police Department Shooting Range Improvements, Project No. 17-065, in the amount of \$169,971.66. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$10,028.34, for a total project amount of \$180,000.00.

Summary

The Police Department Shooting Range Improvements project is for the construction of a building addition to the existing Thompson Range Building which will include the installation of a water service and septic system. The building addition will provide ADA compliant restrooms that will allow for Federal trainings to be hosted at the facility.

On Tuesday, October 30, 2018, five (5) bids were received from contractors to perform the improvements. The bids received for this work follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
Installation and Service Co.	Mills, Wyoming	\$169,971.66
Andreen Hunt Construction	Mills, Wyoming	\$172,000.00
Grizzly Excavation and Const.	Casper, Wyoming	\$185,000.00
Haass Construction	Casper, Wyoming	\$223,400.00
Caspar Building Systems	Casper, Wyoming	\$446,688.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state contractor, no bid preference was granted. The estimate prepared by the Consultant, WWC Engineering was \$165,000.00.

Financial Considerations

Funds used for the contract will be Police Department funds allocated to a Tactical Firing Range.

Oversight/Project Responsibility

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

Attachments

Resolution

Agreement

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

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

WHEREAS, the City of Casper desires to construct an addition to the existing police department shooting range facility; and,

WHEREAS, Installation and Service Company, Inc., is able and willing to provide those services specified as the POLICE DEPARTMENT SHOOTING RANGE IMPROVEMENTS, Project 17-065.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the POLICE DEPARTMENT SHOOTING RANGE IMPROVEMENTS, Project 17-065.

ARTICLE 2. ENGINEER.

The Project has been designed by WWC Engineering who is hereinafter referred to as the "Engineer" and who is to act as an 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.

Work will be considered substantially complete when all demolition, grading, and installations are complete. Final completion will be granted upon completion of a walk through with Owner's Representative, completion of punchlist, clean up of work site, and de-mobilization.

- 3.1 The Work will be substantially completed by June 29, 2019, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 13, 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 (\$750) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$250.00) 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 Lumped Sum Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Sixty-Nine Thousand Nine Hundred Seventy-One and 66/100 Dollars (\$169,971.66), subject to additions and deductions by Change Order approved by the Owner. Bid Form and Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, and BS-1) and by this reference is made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and 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.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - Bid Form and Bid Schedule (pages BF-1 through BF-4, and BS-1).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1 .
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 Technical Specifications, consisting of six (6) sections.
- 8.13 Special Provisions, consisting of eight (8) sections

- 8.14 Contract Drawings, consisting of thirty-three (33) Sheets
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2018.

APPROVED AS TO FORM:
(Police Department Shooting Range Improvements, Project 17-065)

Wallie Trust

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Fleur D. Tremel
Title: City Clerk

CONTRACTOR:

Installation and Service Company, Inc.

By: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

Ray Pacheco
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
POLICE DEPARTMENT SHOOTING RANGE
IMPROVEMENTS, Project 17-065

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 29, 2019, and completed and ready for final payment not later than July 13, 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 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:

A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. 1 Dated Oct. 24, 2018
Addendum No. _____ Dated _____

B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

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

TOTAL BASE BID, IN NUMERALS: \$ 169,971.⁶⁶/₁₀₀

TOTAL BASE BID, IN WORDS: One hundred Sixty nine thousand, nine hundred Seventy one and ⁶⁶/₁₀₀ - 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.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Installation & Service Co, Inc
P.O. Box 2938
Mills, WY 82644

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

Submitted on October 30, 2018.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

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

Wyoming
(State of Incorporation or Organization)

By: Danny Spurgin (seal)
Vice-President
(Title)

(Seal)

Attest: Judy L. Spurgin

Business Address: PO Box 2938
 Mills, WY 82644

Phone Number: 307-473-9000

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
OCTOBER 23, 2018
POLICE DEPARTMENT SHOOTING RANGE IMPROVEMENTS
Project 17-065

Casper, Wyoming

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

LS=Lump Sum

Bid Schedule

1	Police Department Shooting Range Improvements	LS	Total Base Bid	\$ 169,971. $\frac{66}{100}$
---	---	----	----------------	------------------------------

- **BASE BID IN WORDS:**
One hundred sixty nine thousand, nine hundred Seventy
one and $\frac{66}{100}$

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

RESOLUTION NO.18-257

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION AND SERVICE COMPANY, INC., FOR THE POLICE DEPARTMENT SHOOTING RANGE IMPROVEMENTS, PROJECT NO. 17-065

WHEREAS, the City of Casper ("City") desires to construct an addition to the Thompson Building at the Police Department Shooting Range; and,

WHEREAS, Installation and Service Company, Inc., is able and willing to provide those services specified as the Police Department Shooting Range Improvements, Project No. 17-065; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Twenty-Eight and 34/100 Dollars (\$10,028.34) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Installation and Service Company, Inc., for those services specified for Project No. 17-065, in the amount of One Hundred Sixty-Nine Thousand Nine Hundred Seventy-One and 66/100 Dollars (\$169,971.66).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed One Hundred Sixty-Nine Thousand Nine Hundred Seventy-One and 66/100 Dollars (\$169,971.66) and Ten Thousand Twenty-Eight and 34/100 Dollars (\$10,028.34) for a construction contingency account, for a total price of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00).

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 Ten Thousand Twenty-Eight and 34/100 Dollars (\$10,028.34), and other project administration related change orders that do not substantially alter the scope of the project.

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

(Resolution – Police Department Shooting Range Improvements, Project No. 17-065)

APPROVED AS TO FORM:

Wallie Tremel


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

October 26, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with Caspar Building Systems, Inc., in the Amount of \$158,108, for the Compost Equipment Building Heating, Project No. 17-017.

Meeting Type & Date
Regular Council Meeting
November 20, 2018

Action type
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Caspar Building Systems, Inc. (CBSI), for construction of the Compost Equipment Building Heating, Project No. 17-017, for the amount of \$158,108. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$10,892, for a total project amount of \$169,000.

Summary

On October 26, 2018, bids were received from two (2) contractors for construction of the Compost Equipment Building Heating. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
CBSI	Casper, Wyoming	\$192,158.00
ISCO	Casper, Wyoming	\$269,776.00

The Engineering Office estimate for the project was \$149,000.00.

The project involves installation of radiant heating to keep the Solid Waste Compost Equipment Building (approximately 8400 square feet) and its equipment at temperatures above freezing while also allowing for minor maintenance of equipment. Currently, the building has insulated walls, but no heat. Ceiling insulation will be installed with this project, including roofing repairs to the existing roof. A vapor barrier tarp will also be installed for the Scale House garage to protect the existing exposed insulation from moisture and birds.

The Engineer's estimate for the project was \$149,000. To bring the project closer to budget, it is recommended that exhaust fans and louvers not be installed for a savings of \$31,050. It is also recommended that the bid alternate for compressed insulation in lieu of sheet insulation be accepted for an additional savings of \$3,000. These items reduce the contract from \$192,158 to \$158,108.

Construction of the improvements is to be substantially complete by June of 2019.

Financial Considerations

Funding for the project will be from Landfill reserves allocated in FY19 New Capital Buildings Funds.

Oversight/Project Responsibility

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

Attachments

Resolution

Agreement

Bid Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

WHEREAS, the City of Casper desires to furnish and install new radiant heater system, roofing repairs and ceiling insulation at the Casper Solid Waste Compost Equipment Building and ceiling insulation tarp at the Casper Solid Waste Scale House.

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

Compost Equipment Building Heating, Project No. 17-017.

NOW, THEREFORE, it is hereby agreed as

follows: ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Compost Equipment Building Heating, Project No. 17-017, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 7, 2019 and ready for final payment in accordance with Article 14 of the General Conditions by June 14, 2019. Substantial Completion will be accepted once all work is in working order and operations can continue as normal. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan, limiting construction around and in high traffic zones.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages

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

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Fifty Eight Thousand One Hundred Eight and 00/100 Dollars (\$158,108.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Bid Schedule (Bid Items 1 through 3 of the Base Bid Schedule and Alternate Bid Item A-1 of the Alternate Bid Schedule) contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4 of the Bid Form and BS-1 of the Bid Schedule).

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
 - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
 - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount

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

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

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

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

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATION'S.

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

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

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

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

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

Compost Equipment Building Heating, Project No. 17-017
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

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

8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2018.

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

APPROVED AS TO FORM:
(Compost Equipment Building Heating, Project No. 17-017)

Waltra Tremel

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Title: Fleur D. Tremel
City Clerk

CONTRACTOR:

Caspar Building Systems, Inc.
1975 Old Salt Creek Highway
Casper, Wyoming 82601

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

Title: Ray Pacheco
Mayor

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

PROJECT IDENTIFICATION: City of Casper
Compost Equipment Building Heating
Project No. 17-017

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by ~~February 8, 2019~~ as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by ~~February 15, 2019~~, in accordance with the Bidding Documents. *PER ADDENDUM REVISION*
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. *PER ADDENDUM REVISION*
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
- A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):
- | | |
|-----------------------|-------------------------|
| ADDENDUM No. <u>1</u> | Dated <u>10/13/2018</u> |
| Addendum No. <u>2</u> | Dated <u>10/15/2018</u> |
| Addendum No. <u>3</u> | Dated <u>10/16/2018</u> |
| ADDENDUM No. <u>4</u> | Dated <u>10/19/2018</u> |
- B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

BF-1

- 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: \$ 192,158

TOTAL BASE BID, IN WORDS: ONE HUNDRED NINETY TWO THOUSAND ONE HUNDRED FIFTY EIGHT & 9/100 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 Wyoming Resident.
9. Communications concerning this Bid shall be addressed to:

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

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

Submitted on OCTOBER 25, 2018.

BF-2

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)

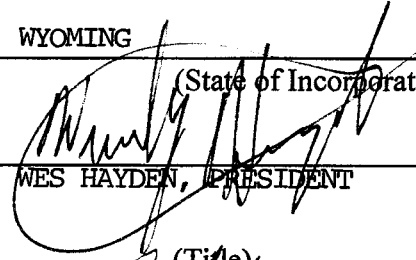
Business Address: _____

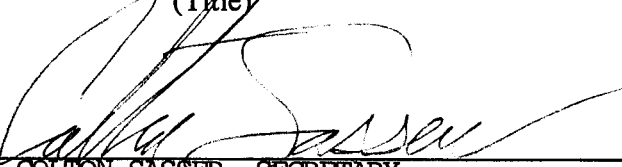
Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: CASPAR BUILDING SYSTEMS, INC. (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By:  (seal)
WES HAYDEN, PRESIDENT
(Title)

(Seal)
Attest: 
COLTON SASSER, SECRETARY

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

Phone Number: 307-235-5690

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
COMPOST EQUIPMENT BUILDING HEATING
Project No. 17-017

COMPANY NAME: CASPAR BUILDING SYSTEMS, INC.
ADDRESS: 1975 OLD SALT CREEK HIGHWAY
CASPER, WY 82601

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

LS = Lump Sum R&R = Remove and Replace
SY = Square Yard FA = Force Account

LF = Linear Feet
CY = Cubic Yard

F&I = Furnish and Install
EA = Each

R&R - Remove and Replace

ITEM		BASE BID SCHEDULE				
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	UNIT COST (in words)	TOTAL COST
1	F&I COMPOST EQUIPMENT BUILDING HEATING	LS	1	40,980	FORTY THOUSAND NINE HUNDRED EIGHTY & 0/100	40,980
2	F&I COMPOST EQUIPMENT BUILDING ROOF REPAIRS AND CEILING/ROOF INSULATION	LS	1	97,496	NINETY SEVEN THOUSAND FOUR HUNDRED NINETY SIX & 0/100	97,496
3	F&I SCALEHOUSE BUILDING CEILING TARP	LS	1	22,632	TWENTY TWO THOUSAND SIX HUNDRED THIRTY TWO & 0/100	22,632
4	F&I LOUVERS L-1 & L-2 AND EXHAUST FANS EF-1 & EF-2 TO COMPOST EQUIPMENT BUILDING	LS	1	31,050	THIRTY ONE THOUSAND FIFTY & 0/100	31,050
TOTAL BASE BID					ONE HUNDRED NINETY TWO THOUSAND ONE HUNDRED FIFTY EIGHT & 0/100	192,158

ITEM		ALTERNATE BID SCHEDULE				
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	UNIT COST (in words)	TOTAL COST
A-1	REPLACE UTILITY SAVER INSULATION WITH COMPRESSED INSULATION CEILING/ROOF INSULATION FOR BID ITEM 2 WORK	LS	1	<3,000>	DEDUCT THREE THOUSAND & 0/100	<3,000>
A-2	REPLACE UTILITY SAVER INSULATION WITH COMPRESSED INSULATION CEILING/ROOF INSULATION FOR BID ITEM A-3 WORK	LS	1	<3,000>	DEDUCT THREE THOUSAND & 0/100	<3,000>
A-3	F&I COMPOST EQUIPMENT BUILDING ROOF REPLACEMENT AND CEILING/ROOF INSULATION	LS	1	129,128	ADD ONE HUNDRED TWENTY NINE THOUSAND ONE HUNDRED TWENTY EIGHT & 0/100	129,128

RESOLUTION NO.18-258

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR COMPOST EQUIPMENT BUILDING HEATING, PROJECT NO. 17-017.

WHEREAS, the City of Casper desires to install heating, roof and insulation repairs to the Solid Waste Compost Building; and,

WHEREAS, Caspar Building Systems, Inc. (CBSI), is able and willing to provide those services specified as the Compost Equipment Building Heating, Project No. 17-017; 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 CBSI, for those services, in the amount of One Hundred Fifty Eight Thousand One Hundred Eight and 00/100 Dollars (\$158,108.00).

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 One Hundred Fifty Eight Thousand One Hundred Eight and 00/100 Dollars (\$158,108.00), and Ten Thousand Eight Hundred Ninety-Two and 00/100 Dollars (\$10,892.00) for a construction contingency account, for a total price of One Hundred Sixty-Nine Thousand and 00/100 Dollars (\$169,000.00).

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:

(Compost Equipment Building Heating, Project No. 17-017)



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

SUBJECT: Approve a One Year Extension for Bar and Grill License No. 10, Marvin Piel Family, LLC d/b/a The Tower, Located at 100 North Center Street.

Meeting Type & Date
Regular Council Meeting
November 20, 2018

Action type
Minute Action

Recommendation
That Council, by minute action, approve a one year extension for Bar and Grill license No. 10, Marvin Piel Family, LLC d/b/a The Tower, Located at 100 North Center Street.

Summary
Liquor Licenses can be parked for one year without being utilized in a functional building housing an operating business. Additionally, upon a showing of good cause by the licensee, The City Council may extend the time period for the business holding the license to become operational. The extension may not exceed one year.

On December 19, 2017 City Council approved the issuance of Bar and Grill license No. 10 to Marvin Piel Family, LLC d/b/a The Tower, Located at 100 North Center Street. This building is undergoing extensive renovations and had originally planned to open in June of 2018. Renovations costs are much higher than originally anticipated. Their intention is to open the bottom floor of the building by October of 2019.

If this extension is approved this licensee will have to be active by December 19, 2019, no further extensions are allowed.

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Letter from license holder

To: City Council Members

In Regards to: The Extension of the Liquor License activation period for the 100 N Center Building

Dear Council Members:

We are requesting our timeline to activate the liquor license for the 100 N Center Building be extended until **October 15, 2019**.

When the building was first purchased the Fire Marshall, (at that time) walked through the building with us and advised us to install a fire suppression system and that was the major requirement for opening the top floors of the building with a restaurant. With that information we decided to move forward with the purchase of the property and begin renovation. Since that time the new Fire Marshall has informed us that the building must be brought up to the 2018 IBC code. This would mean installing an additional stair well on the building at a cost estimated at \$700,000.00 (Seven hundred thousand dollars). As you can imagine that cost is prohibitive so at this time we are looking at other options.

We intend to open the bottom floor as soon as possible where we will activate the license at that time if we are allowed to extend the deadline for an additional 12 months. Of course we are looking to open sooner if possible but just in case construction delays mount we don't want to request another extension.

Although from the outside you have not seen much change, the inside floors (1-7) have been updated with electrical. A new power supply (transformer) to the building has been installed. An architect has completed an overall building analysis and complete drawings for the first floor that are ready to be submitted to a contractor for first floor construction. So we are ready to move forward at this time with the first floor.

Our costs at this time to renovate the building:

Electrical- \$120,000 Architect \$83,000 Plumbing \$ 7,000

In addition: fixtures, appliances, furniture, and additional restaurant equipment has been purchased for the first floor.

We are evaluating the existing code and seeking advice from many sources regarding the 2018 IBC (International building code) so that we can better understand what is required.


At this time we are formally requesting the extension as our intent is sincere, and we are ready to move forward at this time.




Thank you for your consideration on this matter,

Sincerely, 

Steve Gibson

October 22, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Pitlick, Financial Services Director 
Pete Meyers, Assistant Financial Services 
Connie Arnold, Finance Supervisor 

SUBJECT: Authorize the discharge of \$22,430.30 of uncollectible accounts receivable balances, aged between the dates of July 1, 2013 and September 30, 2013, including a more recent bankruptcy.

Meeting Type & Date

Regular Council Meeting, November 20, 2018

Action Type

Minute Action

Recommendation

That Council, by Minute Action, authorize the discharge of \$22,430.30 of uncollectible accounts receivable balances, aged between the dates of July 1, 2013 and September 30, 2013, including a more recent bankruptcy.

Summary

Wyoming State Statute 16-4-502 specifies that amounts owed to the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying list meets the certification requirement, which requires that an account be uncollectible by means of collection efforts being exhausted, death, or bankruptcy. Staff has cross referenced the current utility accounts, payroll, and accounts receivable database for names and addresses as a final review.

Staff is always reticent to release any debt as uncollectible. After sixty days of pursuit by City Staff, unpaid debts are referred to a private collection agency. But after five years of collection effort, these debts have not been collected. It has become exceedingly unlikely that additional effort expended on collection will result in any additional payments.

The attached accounts receivable list shows all amounts owed up to September 30, 2013. This proposed discharge maintains five (5) years of accounts receivable on the aged trial balance, supporting staff's current workflow to continually clear up bad debt. The total balance of \$22,430.30 is certified for discharge.

Financial Considerations

The accounts requested to be discharged will have no financial impact to the City's reported financial results. The City adjusts bad debt expense at the end of each fiscal year, and because the proposed accounts for write-off are five (5) years old, they have been previously recognized.

Oversight/Project Responsibility

Connie Arnold, Finance Supervisor

Attachments

Summary Table – Fund breakdown of the Uncollectible Accounts Receivable Discharge List
City of Casper Uncollectible Accounts Receivable Discharge Listing – Up Through 9/30/13

**CITY OF CASPER
UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE**

As of September 30, 2013
Includes a more recent bankruptcy

Summary Table

Discharge Reason	Non-Utility	Water Distribution	Wastewater Collection	Refuse Collection	Total Amount
Collection Efforts Exhausted	\$ 7,404.67	\$9,125.47	\$2,866.47	\$2,793.04	\$22,189.65
Bankruptcy	\$ 240.65				\$240.65
Total	\$ 7,645.32	\$9,125.47	\$2,866.47	\$2,793.04	\$22,430.30

CITY OF CASPER

UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE

As of September 30, 2013

Listing by Account Holder

Abdallah, Anthony	09/25/13	\$ 215.46	Collection Efforts Exhausted
Aldrich, Ronnie	08/01/13	\$ 45.26	Collection Efforts Exhausted
Anderson, Nikki	09/23/13	\$ 252.05	Collection Efforts Exhausted
Anderson, Clifford	09/30/13	\$ 91.80	Collection Efforts Exhausted
Ashcraft, Kacea	07/09/13	\$ 176.12	Collection Efforts Exhausted
Barker, Adam	07/08/13	\$ 105.56	Collection Efforts Exhausted
Bateman, Jordan	08/02/13	\$ 207.15	Collection Efforts Exhausted
Bedsaul, John	07/31/13	\$ 232.44	Collection Efforts Exhausted
Bell, Nathan	07/01/13	\$ 37.92	Collection Efforts Exhausted
Berryhill, Teresa	08/23/13	\$ 412.51	Collection Efforts Exhausted
Bethers, Brandon	07/02/13	\$ 325.06	Collection Efforts Exhausted
Bills, Kelly	08/26/13	\$ 29.74	Collection Efforts Exhausted
Bovee, Mariah	07/01/13	\$ 45.00	Collection Efforts Exhausted
Boyden, Kathie	09/04/13	\$ 93.72	Collection Efforts Exhausted
Brown, Brandi	09/12/13	\$ 256.51	Collection Efforts Exhausted
Brown, Decca	09/10/13	\$ 135.62	Collection Efforts Exhausted
Bruce, Kathi	08/14/13	\$ 164.59	Collection Efforts Exhausted
Burd, David	08/01/13	\$ 98.28	Collection Efforts Exhausted
Butler, Eva	09/30/13	\$ 166.13	Collection Efforts Exhausted
Byerly, Kayla	08/05/13	\$ 118.35	Collection Efforts Exhausted
Calder, Jon	08/26/13	\$ 17.87	Collection Efforts Exhausted
Cameron, Jordann	08/07/13	\$ 79.36	Collection Efforts Exhausted
Carr, Tammy	08/16/13	\$ 72.94	Collection Efforts Exhausted
Carubie, Amanda	08/12/13	\$ 25.00	Collection Efforts Exhausted
Charest, Nicholas	08/02/13	\$ 40.93	Collection Efforts Exhausted
Cherveney, Derek	07/15/13	\$ 205.43	Collection Efforts Exhausted
Cook, Melissa	09/25/13	\$ 34.03	Collection Efforts Exhausted
Cramer, Wendy	08/20/13	\$ 20.53	Collection Efforts Exhausted
Crespin, Arthur	07/19/13	\$ 153.42	Collection Efforts Exhausted
Crutchfield, Jeannie	07/24/13	\$ 153.06	Collection Efforts Exhausted
Curtis R Clark Trustee	08/29/13	\$ 272.24	Collection Efforts Exhausted
Cutting Edge	07/18/13	\$ 234.00	Collection Efforts Exhausted
Dalton, Melanie	08/02/13	\$ 92.76	Collection Efforts Exhausted
Dean, Elton	07/09/13	\$ 83.36	Collection Efforts Exhausted
Denton, Kelly	08/13/13	\$ 154.82	Collection Efforts Exhausted
Derrera, Ray	07/01/13	\$ 61.12	Collection Efforts Exhausted
Dieguez, Roy	09/05/13	\$ 181.04	Collection Efforts Exhausted
Dimas, Justin	07/22/13	\$ 170.76	Collection Efforts Exhausted

Dna Kennell	08/02/13	\$ 50.00	Collection Efforts Exhausted
Edwards, Kathryn	09/30/13	\$ 96.92	Collection Efforts Exhausted
Eger, Jeff	08/30/13	\$ 68.96	Collection Efforts Exhausted
Elston, Mitch	08/28/13	\$ 25.00	Collection Efforts Exhausted
Evans, Lynn	07/31/13	\$ 20.87	Collection Efforts Exhausted
Even, Tommie	07/01/13	\$ 43.64	Collection Efforts Exhausted
Farrell, Timothy	08/07/13	\$ 8.94	Collection Efforts Exhausted
Fashner, Cassie	08/21/13	\$ 70.03	Collection Efforts Exhausted
Fernandez, Joseph	09/04/13	\$ 30.07	Collection Efforts Exhausted
Frances, Mary	09/03/13	\$ 56.23	Collection Efforts Exhausted
Gangwish, Shawn	08/02/13	\$ 272.87	Collection Efforts Exhausted
Garner, Johnie	07/18/13	\$ 178.16	Collection Efforts Exhausted
Gibbins, William	08/21/13	\$ 113.44	Collection Efforts Exhausted
Graham, Patty	09/30/13	\$ 93.40	Collection Efforts Exhausted
Gray, Jan	07/29/13	\$ 507.59	Collection Efforts Exhausted
Greenwood, Sandra	07/23/13	\$ 93.73	Collection Efforts Exhausted
Grenier, Devyn	09/03/13	\$ 73.72	Collection Efforts Exhausted
Griffin, Tammy	07/19/13	\$ 190.69	Collection Efforts Exhausted
Grocholski, Darryl	09/25/13	\$ 155.94	Collection Efforts Exhausted
Gunnett, Rosemary	08/02/13	\$ 190.07	Collection Efforts Exhausted
Halloran, Katherine	08/02/13	\$ 62.66	Collection Efforts Exhausted
Harris, Ginger	08/16/13	\$ 121.95	Collection Efforts Exhausted
Harter, David	09/30/13	\$ 1,202.96	Collection Efforts Exhausted
Hatanaka, Gene	09/30/13	\$ 96.15	Collection Efforts Exhausted
Henrichsen, Lyndee	07/16/13	\$ 20.39	Collection Efforts Exhausted
Holmes, John	08/22/13	\$ 75.46	Collection Efforts Exhausted
Home Solutions Casper	08/29/13	\$ 92.63	Collection Efforts Exhausted
Horton, Sharon	08/05/13	\$ 26.80	Collection Efforts Exhausted
Hunter, Danette	08/16/13	\$ 73.46	Collection Efforts Exhausted
Hyatt, Jeffrey	08/21/13	\$ 237.25	Collection Efforts Exhausted
Jensen, Megan	07/03/13	\$ 74.30	Collection Efforts Exhausted
Johnson, Sonjia	08/30/13	\$ 495.03	Collection Efforts Exhausted
Jonas, Hyla	08/14/13	\$ 334.36	Collection Efforts Exhausted
Keffer, Chesney	08/21/13	\$ 26.54	Collection Efforts Exhausted
Kinion, Vickie	09/13/13	\$ 361.57	Collection Efforts Exhausted
Koyn, Tara	07/16/13	\$ 169.88	Collection Efforts Exhausted
Langston, Claudia	08/29/13	\$ 252.08	Collection Efforts Exhausted
Lewis, Russell	09/24/13	\$ 260.00	Collection Efforts Exhausted
Linville, Sarah	08/15/13	\$ 17.09	Collection Efforts Exhausted
Litzin, Paula	07/11/13	\$ 59.00	Collection Efforts Exhausted
Logan, John	08/21/13	\$ 38.53	Collection Efforts Exhausted
Lopez, Olivia	08/02/13	\$ 188.70	Collection Efforts Exhausted
Lowe, Heather	08/09/13	\$ 12.69	Collection Efforts Exhausted
Lowry, Manuel	09/11/13	\$ 215.54	Collection Efforts Exhausted

Maffin, Thomas	09/03/13	\$ 6.21	Collection Efforts Exhausted
Martin, Christopher	07/26/13	\$ 30.00	Collection Efforts Exhausted
Mattson, Amber	08/15/13	\$ 65.11	Collection Efforts Exhausted
Mccullum, Herbert F	07/29/13	\$ 152.27	Collection Efforts Exhausted
Mckim, Ken	08/20/13	\$ 88.28	Collection Efforts Exhausted
Mendoza, Kristopher	07/08/13	\$ 87.89	Collection Efforts Exhausted
Middleton, Scott	07/24/13	\$ 289.97	Collection Efforts Exhausted
Miller, Justin	09/26/13	\$ 122.57	Collection Efforts Exhausted
Moore, Todd	08/30/13	\$ 174.81	Collection Efforts Exhausted
No Ka Oi Properties LLC	09/09/13	\$ 69.27	Collection Efforts Exhausted
Noble, Carrie	08/02/13	\$ 29.47	Collection Efforts Exhausted
Nolasco, Todd	08/21/13	\$ 123.83	Estate Liquidated
Norcross, Daniel	08/29/13	\$ 137.95	Collection Efforts Exhausted
Norton, Nevada	09/04/13	\$ 50.48	Collection Efforts Exhausted
Oxford House-Seminole	07/12/13	\$ 94.43	Collection Efforts Exhausted
Petersen, Joel	08/01/13	\$ 6.06	Collection Efforts Exhausted
Pippen, Willie	08/21/13	\$ 25.00	Collection Efforts Exhausted
Pooley, Jeffery	07/26/13	\$ 186.63	Collection Efforts Exhausted
Putnam, James	07/29/13	\$ 240.65	Bankruptcy
Ragan, Christina	08/06/13	\$ 190.62	Collection Efforts Exhausted
Rager, Bernadine	08/21/13	\$ 633.20	Collection Efforts Exhausted
Robeski, Risa	08/22/13	\$ 252.97	Collection Efforts Exhausted
Rodrequez, Veronica	08/21/13	\$ 359.34	Collection Efforts Exhausted
Rodriguez, Edgar	09/18/13	\$ 104.92	Collection Efforts Exhausted
Root 66	09/16/13	\$ 82.10	Collection Efforts Exhausted
Rubin, Carol	07/01/13	\$ 173.16	Collection Efforts Exhausted
Russell, Heather	09/11/13	\$ 45.62	Collection Efforts Exhausted
Schillizzi, Brook	09/03/13	\$ 207.59	Collection Efforts Exhausted
Shatwell, Rose	07/26/13	\$ 125.80	Collection Efforts Exhausted
Shepherd, Mark	08/27/13	\$ 91.44	Collection Efforts Exhausted
Shippen, Rachael	09/30/13	\$ 234.99	Collection Efforts Exhausted
Simmons, Ashley	07/05/13	\$ 141.35	Collection Efforts Exhausted
Simpson, Daniel	09/19/13	\$ 205.97	Collection Efforts Exhausted
Sisco, David	08/16/13	\$ 212.90	Collection Efforts Exhausted
Sosa, Lupe	07/10/13	\$ 78.09	Collection Efforts Exhausted
Stein, Richard	07/18/13	\$ 28.70	Collection Efforts Exhausted
Sterner, Kara	09/17/13	\$ 21.56	Collection Efforts Exhausted
Stevens-Liab, Tammie	07/29/13	\$ 1,714.78	Collection Efforts Exhausted
Stewart, Tyler	07/29/13	\$ 114.04	Collection Efforts Exhausted
Stieb, Laura	08/13/13	\$ 144.82	Collection Efforts Exhausted
Stokes, Christopher	07/01/13	\$ 896.51	Collection Efforts Exhausted
Street, Jack	07/03/13	\$ 44.99	Collection Efforts Exhausted
Taber, James	08/26/13	\$ 190.54	Collection Efforts Exhausted
Tafoya, Raymond	08/20/13	\$ 177.75	Collection Efforts Exhausted

Tayer, Lisa	08/02/13	\$ 37.43	Collection Efforts Exhausted
Tilson, Thomas	07/29/13	\$ 21.13	Collection Efforts Exhausted
Torres, Ruben	09/24/13	\$ 146.26	Collection Efforts Exhausted
Ujvary, Kevin	08/01/13	\$ 241.05	Collection Efforts Exhausted
Villalobos, Teresa	08/26/13	\$ 105.57	Collection Efforts Exhausted
Vojnovich, Heidi	08/26/13	\$ 129.34	Collection Efforts Exhausted
Wieser, Michael	07/17/13	\$ 144.61	Collection Efforts Exhausted
Willey, Michael	07/16/13	\$ 249.43	Collection Efforts Exhausted
Williams, Katherine	07/19/13	\$ 154.66	Collection Efforts Exhausted
Wise, Christie	07/31/13	\$ 72.28	Collection Efforts Exhausted
Witt, Helen	09/09/13	\$ 483.70	Collection Efforts Exhausted
Woodworth, David	07/22/13	\$ 17.44	Collection Efforts Exhausted
Yates, Amber	09/19/13	\$ 80.47	Collection Efforts Exhausted
Zettlemyer, Debra	09/12/13	\$ 98.90	Collection Efforts Exhausted

October 29, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize the Purchase of One (1) New Trailer Mounted Air Compressor, in the Total Amount of \$22,375.00, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
November 20, 2018

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of one (1) new trailer mounted air compressor, from United Rentals (North America), Inc. Casper, Wyoming, to be used in the Solid Waste Division of the Public Services Department, in the total amount of \$22,375.00.

Summary
On October 11, 2018, bids were requested for one (1) new trailer mounted air compressor. On October 26, 2018, four (4) bids were received from vendors. The air compressor will be utilized by Solid Waste for all sand blasting operations performed at the facility.

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

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>
(1) Sullivan Air Compressor	Jack's Truck & Equipment Casper, WY	\$22,996.00
(1) Atlas Copco Air Compressor	United Rentals Inc. Casper, WY	\$22,375.00

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>
(1) Sullivan Air Compressor	Technologies Int'l Lake Mary, FL	\$24,898.00
(1) Sullair Air Compressor	Compression Leasing Casper, WY	\$23,145.00

The recommended purchase of the Atlas Copco Air Compressors from United Rentals, Inc., Casper, WY complies with the intent of all specifications for the new trailer mounted air compressor.

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by the Refuse Collections Fund Reserves.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to JC Kirk, Solid Waste Supervisor in the Public Services Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
September 25, 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 2:30 p.m., Friday, October 26, 2018** for the following:

One (1) New **Trailer Mounted Air Compressor**, to be used in the Solid Waste Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of one (1) new trailer mounted air compressor. The unit shall have less than twenty (20) hours and be less than twelve months old with full manufacturer warranty. Unit shall be delivered complete and ready for service, 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.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDER'S SPECIFICATIONS</u>
ENGINE:	Factory designed, diesel liquid cooled engine, able to run at high altitude, 185 cfm minimum. Rated 100 psi, 80 to 125 psig range.	Atlas Copco XAS 185 CFM _____ _____ _____
BODY/TRAILER:	Unit to be mounted on a trailer, with pintle hitch, appropriate lighting for highway travel, 100 feet of 1" hose on each of 2 hose reels mounted on the unit. (Included in price of unit.)	Reels and hoses will be installed prior to delivery _____ _____ _____
FUEL CAPACITY:	Minimum diesel fuel tank capacity of 27 U.S. gallons or correct capacity to run a 10 hour shift at full load.	Included _____ _____ _____
UNIT COLOR:	Manufacturer's standard unit production color scheme (list color).	Yellow and Black _____ _____
INSTRUMENTATION:	Alternator light Fuel level gauge Discharge pressure gauge Hour meter	Included _____ _____ _____ _____

	Warning lights/gauges for engine cooling and engine oil systems	_____
SERVICE FACILITY:	A dealership with service facility shall be within a 50-mile radius of Casper WY.	Dealer in Casper, WY _____ _____
WARRANTY:	Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12-month period. The winning vendor shall deliver a comparable compressor at no charge, or credit the City of Casper parts or rental credit of equal value, if a compressor is non-operable for more than 36 consecutive hours due to manufacturer defects or failure for a minimum of one (1) year after delivery.	Attached documentation specifies the warranty information _____ _____ _____ _____ _____ _____ _____
MANUALS:	Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts manuals shall be supplied (made specifically for the unit being sold). NO EXCEPTIONS.	Included _____ _____ _____ _____
	Two (2) complete custom sets of SCHEMATICS for all electrical lines, hydraulic lines, and air lines (made specifically for unit being sold.) NO EXCEPTIONS.	Included _____ _____ _____ _____
DIAGNOSTICS:	Two copies of manufacturer's service diagnostic software, and all required hardware needed to operate the diagnostic software to be included in bid price.	Included _____ _____ _____ _____
	For on board diagnostics, vendor must provide access codes to City Fleet Division for service and repair of units.	Included _____ _____ _____
TRAINING:	The successful bidder shall provide a training program at the Casper Service Center facility, sufficient in scope for long/short term efficient, effective, economical and safe operation and maintenance (included in the price of the unit).	Included-training upon delivery _____ _____ _____ _____ _____

FILTERS: A full set of filters for the engine and air system will be provided upon delivery of the unit (at no extra cost). Included _____

TOOL BOX: Internal compartment tool box storage for 2 jackhammers. Minimum size 54"x10"x12 1/2". Included _____

INSPECTIONS AND DELIVERY: A copy of the order confirmation to be provided upon completion of order. _____

Bid to be valid for "Piggyback" option up to 120 Days after delivery of the last unit from the initial order. _____

Compressor shall be delivered with a full tank of fuel. Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions. _____

The winning vendor will bid and deliver ONE (1) compressor equipped as specified in these specifications. _____

Trade-in equipment will NOT be released for up to 60 days after delivery of new unit or until the new unit operates to the satisfaction of the City, whichever is sooner. _____

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 Dan Coryell, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW TRAILER MOUNTED AIR COMPRESSOR
FOR THE
SOLID WASTE DIVISION OF THE
PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) UNITED RENTALS (NORTH AMERICA), INC.
(Address) 5103 W. YELLOWSTONE HWY, CASPER, WY 82604

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated October 11, 2018.

BID ITEM:185 CFM Compressor-listed items included _____
Description:Atlas Copco 185 CFM Compressor _____

Make and Model: XAS 185 _____
Federal Certified GVW: 2330 LBS _____

- I. Price bid for one trailer mounted air compressor as specified \$ 22375 _____
- II. NET COST TO CITY \$22375 _____
- III. Delivery: F.O.B. City of Casper within 30 calendar days after award of contract by City Council.

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.

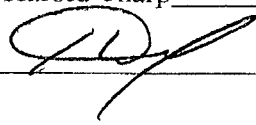
Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

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 as per requirements of section II. 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 0 %; 20 Days 0 %; 30 Days 0 %.

Submitted By: Harold Tharp _____ Title:Area General Manager Date: 10/25/18

Signature:  _____ Phone:877-874-4468 _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW TRAILER MOUNTED AIR COMPRESSOR
(Approved by the City Attorney, 2014)
Dated the 11th day of October, 2018**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion,

that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

**Power Technique North America LLC
WARRANTY STATEMENT
(Revised April 1, 2018)**

Power Technique North America LLC (hereinafter referred to as "Seller") warrants that SELLER-manufactured (or affiliate-manufactured) equipment/ machinery/ components/ Accessories/ parts/ items ("Products") delivered by SELLER are delivered free of defects in material and workmanship, except as otherwise set forth herein. This warranty shall expire at the happening of the applicable below-stated number of months or hours of operation (whichever comes first) as indicated in more detail in the chart below. Should any failure to conform to this warranty be discovered during the below-specified warranty period, SELLER will (subject to the rest of this Warranty Statement) provide a new part or (at SELLER's option) a repaired part, in place of any part which is found upon inspection by SELLER during the applicable warranty period to be in breach of this warranty. A Product will not be considered defective as a whole machine, and the warranty repair/replacement will be limited to the "individual part" proven defective. The defective part will be repaired or replaced during normal working hours at SELLER's place of business or a SELLER distributor authorized by SELLER to sell the type of equipment involved or other establishments authorized by SELLER. At its sole discretion SELLER may elect (as determined by an executive officer of SELLER at its headquarters in Rock Hill, South Carolina) to take back any defective Product and refund or credit monies paid to SELLER for such defective Product less a reasonable allowance for use, in lieu of repair or replacement. SELLER will determine at its sole discretion which of the above-mentioned options (repair, replace, refund, or credit) SELLER will take regarding the defective Product. Consumables/wear items are expressly excluded from the warranty. In addition, it is expressly understood that maintenance (for example preventative maintenance) is not included in the warranty.

The warranty and remedies are conditioned upon (a) the purchaser registering the Product within 30 days after purchase of the Product, (b) proper storage/installation/use/maintenance of the Product in accordance with the Product's instruction manuals, (c) the purchaser keeping complete and accurate records of maintenance throughout the warranty period and giving SELLER access to the records at SELLER's request in connection with warranty claim processing, and (d) modification of the Product only if and as authorized in writing by SELLER to the purchaser. Failure to meet any such conditions will render the warranty null and void.

In connection with making a warranty claim, the purchaser must in writing promptly contact SELLER or an authorized distributor of such Product; SELLER and/or the authorized distributor will then determine whether the purchaser should either (a) send the Product to a service location or (b) make the Product available at the purchaser's location (or another location) for examination by SELLER or its authorized distributor. In connection with making the warranty claim, proof of purchase and date of purchase must be presented, in addition to serial and model numbers. Unless agreed otherwise in writing with respect to the particular warranty claim, the cost of de-installation, re-installation, and transportation of the Product to and from SELLER or its authorized distributor, and (if applicable) the cost of travel, meals and lodging for SELLER's personnel and/or for the authorized distributor's personnel, will be borne by the Product purchaser.

Some examples of conditions NOT covered by the warranty are failures or defects in the Product caused by: accident, abuse, neglect, Acts of God, corrosion, normal wear and tear, improper installation, improper storage, failure to perform proper maintenance at the proper frequency in accordance with the Product's instruction manual, improper use, the use of unsuitable parts or attachments, the use of contaminated fuel, the use of fuels, lubricants, oils, or fluids other than those recommended in the Product's manual, and unauthorized modifications.

Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or by an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser. No warranty, whether expressed, implied, or otherwise, is provided by SELLER on any such equipment/ machinery/ components/ Accessories/ parts/ items not manufactured by SELLER or by an affiliate.

Any and all USED PRODUCTS ARE SOLD AS-IS, with no warranty of any kind, whether express, implied or otherwise, except for the implied warranty of title.

Any services performed by SELLER in connection with the sale, installation, start-up or servicing or repair of a Product are warranted to be performed in a workmanlike manner; this warranty shall expire 30 days after the particular service is performed. If any nonconformity with this service warranty is discovered within the 30 day warranty period, the exclusive obligation of SELLER shall be to re-perform the nonconforming portion of the service in a conforming manner or provide a refund or credit. SELLER will determine at its sole discretion which of the above-mentioned options (re-performance, refund, or credit) SELLER will take regarding the nonconforming service.

Warranty repair or replacement or re-performed service shall not extend or renew the original warranty period; such Products or parts or service shall remain under warranty only for the unexpired portion of the original warranty period.

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXCEPT FOR THE IMPLIED WARRANTY OF TITLE. ALL OTHER WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES (i.e. repair or replacement or refund or credit, all at SELLER's option, of Products that do not conform to the Product warranty above, and re-performance or refund or credit, all at SELLER's option, of service that does not conform to the service warranty above) IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER, ITS AFFILIATES, AND SUBCONTRACTORS, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE PRICE PAID BY THE PURCHASER TO SELLER FOR THE SPECIFIC PRODUCT/SERVICE GIVING RISE TO THE CLAIM. UNDER NO CIRCUMSTANCES SHALL SELLER, ITS AFFILIATES, OR SUBCONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (WHETHER FOR LOST PROFITS OR REVENUE, WORK STOPPAGE, DOWNTIME COSTS, LOST BUSINESS, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.

PRODUCT	WARRANTY PERIOD
Portable Compressors	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the compressor's air end and gearbox, the warranty period is 30 months from date of shipment from the factory or 24 months from date of initial startup, whichever comes first. For the engine, see Footnote 1 below.
Portable Generators	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the engine and alternator, see Footnote 2 below.
Portable Gas Generators	18 months from date of shipment from the factory or 12 months from date of initial startup, or after 1,000 hours of use, whichever comes first.
Portable Light Towers	30 months from date of shipment from the factory or 24 months from date of initial startup, whichever comes first. For the engine and alternator, see Footnote 3 below.
Hurricane-brand: multi stage and reciprocating compressors	18 months from date of shipment from the factory or 12 months from date of initial startup or 2000 hours of operation, whichever comes first. For the compressor's crankshaft, crankcase casting, connecting rods, crossheads and compressor head castings, the warranty period is 42 months from date of shipment from the factory or 36 months from date of initial startup, whichever comes first. For the engine, see Footnote 4 below.
Light Compaction Equipment (forward and reversible plates, rammers, trench rollers)	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the engine, see Footnote 5 below.
Hand Held Construction Tools (pneumatic and hydraulic breakers, rock drills, gasoline powered breakers, etc.)	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the engine, see Footnote 6 below.
Pumps (Submersible and Diesel driven)	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the engine, see Footnote 7 below.
Note: Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser.	

Spare parts and accessories

Spare parts (must be SELLER-approved and then installed by SELLER or an authorized distributor) Note: Electrical components, consumables, and wear items are specifically not considered spare parts.	8 months from date of installation
DC (direct current) electrical components	3 months from date of shipment from the factory or 30 days from date of initial startup, whichever comes first
AC (alternating current) electrical components	No warranty.

Consumables/wear items

Consumables/wear items (for example: working steel for mounted or hand held demolition equipment, rock drills bits, hydraulic oil, grease, anti-freeze/coolant, filters, belts, fuel, lubricating oil, seals/seal kits, hoses, fittings, other parts that require replacement due to normal wear)	No warranty.
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Refurbished components

Refurbished SELLER-approved components (must be SELLER-approved and refurbished by SELLER or authorized distributor and then installed by SELLER or authorized distributor)	12 months from date of shipment from the refurbishing center or 8 months from initial use, whichever comes first
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Workshop Repair Warranty

Repair (other than warranty work) (The repair must be by SELLER workshop only.)	Parts and labor are warranted for 30 days after repair by SELLER
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Extended Warranties

An extended warranty may be offered for certain Products, at SELLER's choice. An extended warranty will only be in force if agreed upon in an applicable warranty document between SELLER and the purchaser.
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Note: The information in the footnotes is only summaries of various warranty information relating to some components manufactured by others. Although SELLER hopes this may be of convenience and SELLER strives to keep these footnotes updated, SELLER cannot promise that the information is up-to-date. For complete and current warranty information/duration/coverage/policy/procedure, please refer to the applicable manufacturer's applicable warranty. (None of the information in the footnotes constitutes any kind of warranty by SELLER.) For assistance in locating the applicable manufacturer's warranty, you may contact SELLER's Technical Support via email at ccc_customer_service@us.atlascopco.com. Engine manufacturers require that the engine must be registered with the engine manufacturer; it is the Product purchaser's responsibility to register the Product's engine with the engine manufacturer and to do so in a timely manner in accordance with the engine manufacturer's requirements.

Footnote 1: For the compressor's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- Caterpillar Diesel engine:** Caterpillar Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup without limitation in running hours or for the period of twenty-four (24) months from the date of initial startup prior to the accumulation of 3000 running hours.
- Deutz Diesel engine:** Deutz Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, without limitation in running hours or for the period of twenty-four (24) months from the date of initial startup, prior to the accumulation of 2000 running hours.
- John Deere Diesel engine:** John Deere Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, prior to the accumulation of 2000 running hours. All John Deere powered air compressors are subject to a 5 year (5,000hr) limited extended warranty. The extended warranty must be registered with John Deere by the original purchaser, at time of purchase, in order to qualify. Please see John Deere's air compressor extended warranty terms, conditions and further details.
- Kubota Diesel engine:** Kubota warrants, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine and replacement parts purchased from an Authorized Kubota Industrial Engine Distributor or OEM Distributor in the United States and Canada will be free from defects in materials or workmanship during the following periods: twenty-four (24) months from the date of initial startup, or accumulation of 2000 running hours, whichever comes first. A Major Components Warranty (MCW) covers a period of thirty-six (36) months from the date of initial startup, or accumulation of 3000 running hours, whichever comes first - MCW includes: crankcase (cylinder block), cylinder head, crankshaft, connecting rod, pistons, gears, flywheel, flywheel housing, oil pump, pulleys, governor, inlet manifold, and oil pan. MCW does not cover: rings, bearings, water pump, any electrical component, valve train components, accessory parts, seals, gaskets, carburetors, exhaust manifold, hoses, all fuel system components, muffler, any filters, radiator, fan, belts, thermostat, spark plugs, fuel transfer pumps & oil pan

Footnote 2: For the generator's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- John Deere Diesel engine:** John Deere Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, without limitation in running hours, or for the period of twenty-four (24) months from the date of initial startup, prior to the accumulation of 2000 running hours.
 - MTU diesel engine:** MTU warrants to the Buyer according to these terms and conditions that the goods supplied shall be free from defects in material and workmanship upon passage of risk to the Buyer. This warranty enters into force upon shipment of the goods from the MTU works. The limitation period for claims for defects is 24 (twenty-four) months or 3000 operating hours, whichever comes first. The limitation period shall begin on transfer to the first end user of the goods supplied. In all cases, the limitation period shall end at the latest 36 (thirty-six) months following notification by MTU of readiness for shipment.
 - Isuzu diesel engines:** Warranty from Isuzu Motors America Inc. Unit must be registered directly with Isuzu Motors America upon receipt to be eligible to warranty. Failure to register warranty upon initial startup may cause warranty claim delays or rejection of warranty by Isuzu.
 - One (1) year/ unlimited hours or up to three (3) years/ 3,000 hours of operation (whichever occurs first)*
 - Two (2) years/ 2,000 hours of operation (whichever occurs first) on all electrical, fuel system and turbocharger components**
 - Major Component Limited Warranty (MCW) for five (5) years / 5,000 hours (whichever occurs first)***
- * Whichever occurs first. In the absence of a functional hour meter, the engine will be deemed to be in use for eight(8) hours per calendar day commencing from the start of the warranty period
- ** Coverage for all electrical and/or electronic (including factory-installed wiring harness), fuel system, and turbocharger components are limited to two(2) years or 2,000 hours, whichever occurs first
- *** Major Component Limited Warranty (MCW) covers the following components only: cylinder block, cylinder head, crankshaft (excluding bearings), camshaft, connecting rods (excluding bushing), flywheel and flywheel housing.
- Leroy-Somere alternator:** Leroy-Somere alternator assemblies, voltage regulators, and voltage changeover switches, used in SELLER portable generator are warranted to be free of defects in materials and workmanship; the warranty period is exclusively 30 months from date of shipment from the factory or 24 months from date of commissioning or 10000 running hours whichever comes first.

Footnote 3: For the light tower's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- Kubota Diesel engine:** Kubota warrants, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine and replacement parts purchased from an Authorized Kubota Industrial Engine Distributor or OEM Distributor in the United States and Canada will be free from defects in materials or workmanship during the following periods: twenty-four (24) months from the date of initial startup, or accumulation of 2000 running hours, whichever comes first. A Major Components Warranty (MCW) covers a period of thirty-six (36) months from the date of initial startup, or accumulation of 3000 running hours, whichever comes first - MCW includes: crankcase (cylinder block), cylinder head, crankshaft, connecting rod, pistons, gears, flywheel, flywheel housing, oil pump, pulleys, governor, inlet manifold, and oil pan. MCW does not cover: rings, bearings, water pump, any electrical component, valve train components, accessory parts, seals, gaskets, carburetors, exhaust manifold, hoses, all fuel system components, muffler, any filters, radiator, fan, belts, thermostat, spark plugs, fuel transfer pumps & oil pan
- Mecac Alte alternator:** Mecac Alte alternator assemblies, voltage regulators, and voltage changeover switches, used in SELLER portable generator sets, are warranted to be free from defects with regard to materials and workmanship for the period of twenty-six (26) months from date of shipment from the factory, or twenty-four (24) months from date of initial startup, whichever comes first, without limitation in running hours.

Footnote 4: For the Hurricane-brand compressor's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- Caterpillar Diesel engine:** Caterpillar Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup without limitation in running hours or for the period of twenty-four (24) months from the date of initial startup prior to the accumulation of 3000 running hours.

Footnote 5: For engines in light compaction equipment and in light concrete equipment (and for other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including (as applicable) Honda engines and Hetz engines. See applicable manufacturer.

Footnote 6: For engines in handheld construction tools (and for other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including (as applicable) Honda engines, Lombardini engines, and Briggs & Stratton engines. See applicable manufacturer.

Footnote 7: For the pump engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- **Deutz Diesel engine:** Deutz Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, without limitation in running hours or for the period of twenty-four (24) months from the date of initial startup, prior to the accumulation of 2000 running hours.
- **Kohler Diesel engine:** Kohler Co. warrants to the original consumer that each new engine will be free from manufacturing defects in materials and workmanship in normal service for a period of one (1) year from date of purchase provided it is operated and maintained in accordance with Kohler Co.'s Instructions and manuals.

**Emission Control System Warranty (valid in the U.S. only)
for breaker/drill models Cobra Pro, Cobra TT, Cobra Combi and breaker model Redhawk, as applicable
containing engines manufactured by Construction Tools AB**

Construction Tools AB warrants to the initial purchaser of the machine and each subsequent owner that the engine in the machine (in breaker/drill models Cobra Pro, Cobra TT, Cobra Combi and in breaker model Redhawk, as applicable) meets the following two conditions: (1) the engine, including all parts of its emission control system, is designed, built, and equipped so it conforms at the time of sale to the initial purchaser with the applicable requirements in 40 CFR Part 1054 regulated by the U.S. Environmental Protection Agency; and (2) the engine, including all parts of its emission control system, is free from defects in materials and workmanship that may keep it from meeting the applicable requirements in 40 CFR Part 1054 regulated by the U.S. Environmental Protection Agency. (The above-stated warranty is referred to herein as "this Emission Control System Warranty".) This Emission Control System Warranty covers all components whose failure would increase the engine's emissions of any pollutant regulated by the United States Environmental Protection Agency under 40 CFR Part 1054.

The warranty period for this Emission Control System Warranty begins on the date of sale of the machine to the initial purchaser and ends two years thereafter. Where a warrantable condition exists under this Emission Control System Warranty, warranty repairs will be made by a SELLER Representative (as defined below) or by a service facility designated by the SELLER Representative, without charge for diagnosis, parts, or labor, subject to all other provisions stated herein. All defective parts replaced under this Emission Control System Warranty become the property of the SELLER Representative. Normal maintenance items are warranted up to their first required replacement interval only. Only Construction Tools AB-approved replacement parts may be used in the performance of any warranty repairs under this Emission Control System Warranty and will be provided without charge.

This Emission Control System Warranty does not extend to components or parts which are affected or damaged by the machine owner's or any other person's (other than Construction Tools AB's or the SELLER Representative's) improper use or improper maintenance (including, but not limited to, improper replacement of filters, sparkplugs or other maintenance items or wear parts; incorrect oil or fuel; stale or improper fuel mix; dirt or other contaminants in the fuel or oil; excessive dirt, dust, rust, or corrosion in the engine; improper storage; use of replacement parts or Accessories not conforming to the original specifications which impair the effectiveness of the emission control system; incorporation of or use of unsuitable attachments or unauthorized alteration of any part; or improper repair), abuse, accident, or acts of God.

This Emission Control System Warranty does not cover replacement of expendable maintenance items (for example spark plugs and filters) unless they are original items defective in material or workmanship and the first required replacement interval (in accordance with applicable instructions published by the machine manufacturer) for the item has not been reached.

Responsibility for Maintenance: As the machine engine owner, you are responsible for the performance, at your expense, of the proper maintenance of the engine (in addition to all other parts of the machine and Accessories) in accordance with applicable instructions published by the machine manufacturer, including in the Safety and Operating Instructions manual for the machine. Construction Tools AB recommends that you retain all receipts and maintenance records covering performance of maintenance. Proper maintenance includes, but is not limited to, routine replacement and servicing of spark plugs, filters, other expendable wear parts, and any other part or item related to emission control or that may affect emissions.

Requirements related to warranty claims: Warranty repairs may only be performed by an SELLER Representative or by a service facility designated by the SELLER Representative to perform the warranty repair. "SELLER Representative" means the dealer in the United States from whom your machine was initially purchased as a new machine or a service facility in the United States that is owned or operated by Power Technique North America LLC and which performs warranty repair of such machine engines. You are responsible for promptly presenting the machine (into which the engine is incorporated) to the nearest SELLER Representative as soon as a warrantable condition exists under this Emission Control System Warranty. At the time of requesting warranty repair, you must provide proof of the initial purchase of the machine, including the initial purchase date.

If you are located more than 100 miles from the nearest SELLER Representative, the SELLER Representative will (at its choice) (i) pay for shipping costs of the machine to and from the nearest SELLER Representative; (ii) provide for a technician to come to you to make the warranty repair under this Emission Control System Warranty; or (iii) pay for the warranty repair to be made at a local service facility designated by the SELLER Representative to perform the warranty repair on your machine engine under this Emission Control System Warranty. (The provisions in the preceding sentence apply only for the contiguous states, excluding the states with high altitude areas identified in 40 CFR 1068, Appendix III.) If you are located within 100 miles of an SELLER Representative, you will be responsible for paying all shipping/transportation costs, technician travel costs if the technician comes to you, and other similar costs, unless the SELLER Representative in its discretion elects to pay for such costs or any portion thereof.

If the SELLER Representative determines that there is no warrantable condition under this Emission Control System Warranty, you will be responsible for the cost of the diagnosis, labor and parts in accordance with the SELLER Representative's normal rates, costs of shipping/transporting (regardless of your distance to an SELLER Representative), technician travel costs if the technician comes to you, and other similar costs, unless the SELLER Representative in its discretion elects to pay for such costs or any portion thereof.

For information about how to make a warranty claim and how to make arrangements for authorized warranty repair, please contact the dealer in the United States from whom your machine was initially purchased as a new machine. You may also contact Power Technique North America LLC via telephone at 1-800-732-8762 or via email to acc@customerservice@us.ntlsc.com.

DISCLAIMER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF IMPLIED WARRANTIES: NEITHER CONSTRUCTION TOOLS AB NOR POWER TECHNIQUE NORTH AMERICA LLC (NOR ANY OF THEIR AFFILIATES) SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER ARISING FROM LOSS OF TIME OR USE OF THE MACHINE, OR ANY COMMERCIAL LOSS DUE TO FAILURE OF THE ENGINE OR THE MACHINE INTO WHICH IT IS INCORPORATED, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. NO EXPRESS EMISSION-RELATED COMPONENT WARRANTY OR OTHER EMISSION-RELATED WARRANTY IS GIVEN EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY EMISSION-RELATED COMPONENT WARRANTY OR OTHER EMISSION-RELATED WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE EMISSION CONTROL SYSTEM WARRANTY TERMS SET FORTH HEREIN.

NO MODIFICATION OF THIS WARRANTY: THIS EMISSION CONTROL SYSTEM WARRANTY MAY NOT BE MODIFIED BY ANY PARTY, WHETHER ANY SELLER REPRESENTATIVE OR OTHERWISE, EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY CONSTRUCTION TOOLS AB.

October 29, 2018

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

FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New One-Ton Crew Cab Pickup Truck with 8' Bed and Accessories, from Fremont Motors, Casper, Wyoming, in the Total Amount of \$44,746.00, Before the Trade-In Allowance, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting
November 20, 2018

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new one-ton crew cab pickup truck with 8' bed and accessories, from Fremont Motors, Lander, Wyoming, to be used in the Solid Waste Division of the Public Services Department, in the total amount of \$44,746.00, before the trade-in allowance.

Summary

On October 11, 2018, bids were requested for one (1) one-ton pickup truck with 8' bed and accessories. On October 26, 2018, three (3) bids were received from Wyoming vendors. The pickup truck will be utilized by Solid Waste for transporting solid waste materials and personnel to and from job sites and also plowing and maintaining Metro Rd., all recycling depots throughout the City, and alleys in the winter. Solid Waste will be trading unit number 020207. This trade in vehicle is a 2-wheel drive regular cab and is not equipped to plow snow or transport personnel.

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

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(1) One ton pickup Ford F350	Fremont Motors Lander, WY	\$44,746.00	\$2,650.00	\$42,096.00
(1) One ton pickup Ram 3500	Fremont Motors Casper, WY	\$46,532.00	\$2,650.00	\$43,882.00

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(1) One ton pickup Ford F350	Greiner Motor Casper, WY	\$46,331.92	\$2,000.00	\$44,331.92

The recommended purchase of the one (1) one ton crew cab pickup from Fremont Motors, Lander, WY complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by the Refuse Collections Fund Reserves.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments

Bid Specification

1

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER

October 11, 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., October 26, 2018 for the following:

One (1) New **One Ton Crew Cab 4x4 Pickup Truck with 8' Bed and Accessories**, to be used in the Sanitation Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **One Ton Crew Cab 4x4 Pickup Truck with 8' Bed and Accessories**, to be used in the Solid Waste Division of the Public Services Department. This unit 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 service, 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.

*APS = AS PER SPEC
 EXC = EXCEPTION*

MINIMUM SPECIFICATIONS

One Ton Pickup Truck

American Manufacturer

APS

Two sets of keys

APS

Mileage: 200 miles or less

APS

Automatic Transmission

APS

Power Steering

APS

Tilt Steering Wheel

APS

Power Brakes

APS

Power Windows

APS

Power Door Locks

APS

Four Door Crew Cab

APS

8' bed with factory spray liner

APS

** \$550.00*

OEM heavy duty rubber floor mats

APS

Safety Accessories, Including Installation

Steel headache rack, black in color.

APS

Whelen Justice 56" 6 LED light bar with multi-function for left and right traffic indicators, 1/2 amber, 1/2 white with take downs and flashing take downs. (Part# 01-0687892-25 Dana Safety Supply), NO EXCEPTIONS

Light bar to be mounted on headache rack.

Controller to be mounted in cab. See unit 222264

per Body company spec

Snow Plow Attachment, Including Installation

8' - 6" Western PRO Plus snow plow or approved equal

APS

Electric over hydraulic controls

4 Way operation

Handheld controller

Rubber snow deflector

Installation included

per Body company spec

Miscellaneous

5 Year 60,000 Mile Power Train Warranty

APS

All warranties to begin upon delivery of fully assembled vehicle

APS

Selling Dealer Must be able to pick up and warranty repairs within 48 hrs. NO EXCEPTIONS

APS

Bid to be valid for "Piggyback" option up to 120 Days after delivery of the last unit from the initial order.

APS

Copy of Order Confirmation to be provided upon completion of order, full copy of specifications delivered with the completed unit

APS

City of Casper shall be granted 10 business days from

APS

VIRTC1DP

CNGP530

VEHICLE ORDER CONFIRMATION

10/26/18 14:32:29

==>

Dealer: F56415

2019 F-SERIES SD

Page: 1 of 2

Order No: 0001 Priority: M2 Ord FIN: QD543 Order Type: 5B Price Level: 930

Ord PEP: 610A Cust/Flt Name: CITY PO Number:

RETAIL		RETAIL	
W3B	F350 4X4 CREW/C 176" WHEELBASE	\$40920	
Z1	OXFORD WHITE		
1	CLTH 40/20/40	315	
S	MEDIUM EARTH GR		
610A	PREF EQUIP PKG .XL TRIM		
	.TRAILER TOW PKG		
572	.AIR CONDITIONER	NC	
996	.6.2L EFI V8 ENG	NC	
44P	6-SPD AUTOMATIC	NC	
TBM	LT245 BSW AT 17	165	
X4M	4.30 ELOCKING	390	
90L	PWR EQUIP GROUP	1125	
17F	XL DECOR PKG	NC	
18B	PLAT RUNNING BD 10800# GVWR PKG	445	
41H	ENG BLK HEATER	100	
425	50 STATE EMISS	NC	
473	SNOW PLOW PKG	185	
512	SPARE TIRE/WHL2	NC	
52B	BRAKE CONTRLLR	270	
TOTAL BASE AND OPTIONS		47415	
TOTAL		47415	

THIS IS NOT AN INVOICE

* MORE ORDER INFO NEXT PAGE *

VIRTC1DP

CNGP530

VEHICLE ORDER CONFIRMATION

10/26/18 14:32:37

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Dealer: F56415

2019 F-SERIES SD

Page: 2 of 2

Order No: 0001 Priority: M2 Ord FIN: QD543 Order Type: 5B Price Level: 930

Ord PEP: 610A Cust/Flt Name: CITY PO Number:

RETAIL		RETAIL	
59H	TELE TT MIR-PWR HI MNT STOP LMP JACK	NC	
66S	UPFITTER SWTCH	165	
67D	XTR HVY DTY ALT	NC	
76R	REV VEH AID SEN	245	
85S	TOUGH BED	595	
96V	XL VALUE PKG .CRUISE CONTROL .AMFM/MP3/CLK .SYNC SYSTEM SP DLR ACCT ADJ SP FLT ACCT CR FUEL CHARGE	1000	
B4A	NET INV FLT OPT	NC	

DEST AND DELIV \$1495

TOTAL BASE AND OPTIONS 47415

TOTAL 47415

THIS IS NOT AN INVOICE

F7=Prev
 F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC02969

V1DP0030

2,6

5

**PROPOSAL FOR FURNISHING
ONE (1) NEW 1-TON CREW CAB 4x4 WITH 8 FT BED AND ACCESSORIES
FOR THE
SANITATION DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) FARMONT MOTOR COMPANY -
 (Address) 1731 MAIN STREET - LANDON WY 82520

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated October 11, 2018.

BID ITEM: 2019 1 TON
 Description: 2019 FORD 1 TON

Make and Model: 2019 FORD F350 XL CREW CAB 4x4
 Federal Certified GVW: RAIX 10,800 ABLE

- | | | |
|------|---|-------------------------------|
| I. | Price bid for One (1) new 1-ton crew cab Pickup with 8 ft. bed, as specified | \$ <u>36843⁰⁰</u> |
| II. | Price bid for Safety Accessories, installed and as specified | \$ <u>1,955⁰⁰</u> |
| III. | Price bid for Snow Plow Attachment, installed and as specified | \$ <u>5,948⁰⁰</u> |
| IV. | Trade-in allowance for Unit # 020207, 2002 Ford F150 Pickup Truck VIN #1FTRX17W92NA57015, 42,575 miles | \$ <u>-2,650⁰⁰</u> |
| V. | NET COST TO THE CITY (Total Price): | \$ <u>42,096⁰⁰</u> |
| VI. | Delivery: F.O.B. City of Casper within <u>90-</u>
<u>120</u> calendar days after award of contract by City Council. | |
| VII. | Trade in unit 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 do so. | |

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.



999 Poison Spider Rd Casper WY 82604
307.266.2253
darren@able-equipment.com
able-equipment.com

October 24, 2018

Fremont Motors-Casper
RE: City Of Casper Bid

We are pleased to bid the following for your

- Buyers Kabguard-Black steel headache rack \$345.00
- Whelen Justice 56" beacon light w/ In cab switch-mounted on kabguard \$1,610.00
- Boss 8'6" heavy duty straight blade w/ all items per specs \$5,948.00

All items installed at our facility \$8,249.00

Service Bodies • Flatbeds • Cranes • Truck Accessories • Custom Fabrication • Municipal Equip

Mining • Wind Power • Municipalities • Contractors • Oil Field • Construction



October 30, 2018

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

FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of Three (3) New Half-Ton Regular Cab Pickup Trucks, from Fremont Motors, Casper, Wyoming, in the Total Amount of \$74,802, Before the Trade-In Allowance, for Use by the Building Inspection Section of the Community Development Department.

Meeting Type & Date
Regular Council Meeting
November 20, 2018

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of three (3) new half-ton regular cab pickup trucks, from Fremont Motors, Casper, Wyoming, to be used by the Building Inspection Section of the Community Development Department, in the total amount of \$74,802, before the trade-in allowance.

Summary
On September 27, 2018, bids were requested for three (3) half-ton pickup trucks. On October 12, 2018, two (2) bids were received from Wyoming vendors. The pickup trucks will be replacing older, high mileage vehicles that are currently being used by the building inspectors. The building inspectors frequently inspect areas that are not plowed or maintained by the City Streets Division. Having a 4-wheel drive vehicle will make all areas more accessible. A reduction of fleet is also realized; Building Inspection will be reducing their vehicle fleet by four units going from seven to three.

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

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(3) Three half ton Ford F150's	Fremont Motors Lander, WY	\$80,511.00	\$10,500.00	\$70,011.00
(3) Three half ton Ram 1500	Fremont Motors Casper, WY	\$74,802.00	\$12,000.00	\$62,802.00

The recommended purchase of these three (3) half ton, crew cab pickups, from Fremont Motors, Casper, WY complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by the optional One Cent Tax.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Craig Collins in the Community Development Department, after the equipment is received.

Attachments

Bid Specification

**PROPOSAL FOR FURNISHING
THREE (3) NEW HALF TON REGULAR CAB 4x4 TRUCKS WITH 8 FT BEDS
FOR THE BUILDING INSPECTION SECTION
OF THE COMMUNITY DEVELOPMENT DEPARTMENT**

Proposal of (Name) FARMONT MOTOR - CASPER
 (Address) 0101 E. 2ND CASPER WY 82609

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated September 27, 2018.

BID ITEM: 2019 RAM (3) REG CAB 5
 Description: 2019 RAM 1500 4x4 pickups
 Make and Model: 2019 RAM 1500 4x4
 Federal Certified GVW: 6300#

- I. Price bid for Three (3) new half ton regular cab Pickup trucks with 8 ft. bed, as specified \$ 24934.00 \$ 74,802.00
- II. Trade-in allowance for Unit #50539, 2012 Ford Escape Hybrid 2x4 SUV VIN #1FMCU4K35CKB21742, 86,000 miles \$ 5,000.00
- III. Trade-in allowance for Unit #30313, 2010 Ford Escape Hybrid 2x4 SUV VIN #1FMCU4K36AKD20926, 94,000 miles \$ 3,500.00
- IV. Trade-in allowance for Unit #50534, 2009 Ford Escape Hybrid 2x4 SUV VIN #1FMCU49339KB62112, 96,000 miles \$ 3,500.00
- V. NET COST TO THE CITY (Total Price): \$ 62,802.00
- VI. Delivery: F.O.B. City of Casper within AMT 150 calendar days after award of contract by City Council.
- VII. Trade in unit 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 do so.

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.

Four Wheel Drive	APS
Electronic shift on the fly	APS
Tires/wheels -- Radial ply tires as required for GVWR, 5 Tires and wheels (including spare), all season; all terrain tread	APS ?
Spare Tire & Wheel to include Jack & Lug Wrench	APS
AM/FM Radio with Bluetooth Factory Installed	APS (3.0)
Heater/Defroster	APS
Current Model Year Emissions Compliant Gas Engine	APS
Factory Air Conditioning	APS
Intermittent Wipers	APS
Engine Block Heater	APS
Permanent anti-freeze protection to minus 30 degrees F.	APS
Factory installed back up camera and sensors	APS
Manufacturer's standard single color, white	APS
Four-wheel anti-lock braking system	APS
Cloth seats, matching trim throughout in Standard color, Steel or equivalent	APS
Heavy Duty Vinyl Flooring throughout	APS
OEM heavy duty rubber floor mats	APS
<u>Miscellaneous</u>	
5 Year 60,000 Mile Power Train Warranty minimum	APS
All warranties to begin upon delivery of vehicle(s)	APS
Selling Dealer Must be able to pick up and warranty repairs within 48 hrs. NO EXCEPTIONS	APS
Bid to be valid for "Piggyback" option up to 120 Days after delivery of the last unit from the initial order.	APS

Discounts will be allowed for prompt payment as follows:

10 Day 0 %; 20 Days 0 %; 30 Days 0 %.

Submitted By: Brett Osborne Title: Fleet Manager Date: 10/9/18

Signature: [Handwritten Signature] Phone: 307-237-8654

FREMONT MOTOR CASPER, INC
 6101 E 2ND ST
 CASPER, WY 826094262

Configuration Preview

Date Printed: 2018-10-08 1:29 PM
 Estimated Ship Date:

VIN:
 VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 50418 CITY OF CASPER WY
 FAN 2:
 Client Code:
 Bid Number: TB9099
 PO Number:

Sold to:
 FREMONT MOTOR CASPER, INC (45518)
 6101 E 2ND ST
 CASPER, WY 826094262

Ship to:
 FREMONT MOTOR CASPER, INC (45518)
 6101 E 2ND ST
 CASPER, WY 826094262

Vehicle: 2019 1500 CLASSIC TRADESMAN REG CAB 4X4 (140 in WB 8 FT 0 IN box) (DS6L62)

	Sales Code	Description	MSRP(USD)
Model:	DS6L62	1500 CLASSIC TRADESMAN REG CAB 4X4 (140 in WB 8 FT 0 IN box)	31,895
Package:	22B	Customer Preferred Package 22B	0
	ERB	3.6L V6 24V VVT Engine	0
	DFL	8-Spd Auto 845RE Trans (Make)	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*V9	Cloth 40/20/40 Bench Seat	95
	-X8	Black/Diesel Gray	0
Options:	MAF	Fleet Purchase Incentive	0
	UA1	Uconnect 3.0	195
	XAA	ParkSense Rear Park Assist System	250
	XF8	Delete Class IV Receiver Hitch	-100
	CK9	Delete Carpet	0
	NHK	Engine Block Heater	95
	TTB	LT265/70R17E BSW A/T Tires	250
	AJY	Popular Equipment Group	825
	4DH	Prepaid Holdback	0
	AJH	Power and Remote Entry Group	735
	4ES	Delivery Allowance Credit	0
	5N7	Saved Favorites	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	174	Zone 74-Denver	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB9099	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
	XKN	Flex Fuel Vehicle	0
Destination Fees:			1,695

Total Price: 35,935

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 PSP Month/Week:
 Build Priority: 99

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

October 29, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize the Purchase of One (1) Hydraulic Material Handler, from Power Equipment Company, Casper, Wyoming, in the Total Amount of \$383,368.00, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting
November 20, 2018

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) hydraulic material handler, from Power Equipment Company, Casper, Wyoming, to be used in the Solid Waste Division of the Public Services Department, in the total amount of \$383,368.00.

Summary

On October 11, 2018, bids were requested for one (1) new hydraulic material handler. On October 26, 2018, one (1) bid was received from a Wyoming vendor. The hydraulic material handler will be utilized by Solid Waste for sorting refuse and recyclables in the new baler building. Liebherr specializes in this equipment by offering a cab that can elevate to a height of approximately 19' during operation. This capability will allow the operator to have a better vantage point and pick out refuse that can ultimately damage the baling units. It will also allow the operator to load and stack bales more safely and quicker than with the use of a loader.

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

<u>Bid Item</u>	<u>Vendor</u>	<u>Total Amount</u>
(1) Liebherr D834	Power Equipment Company of Wyoming Casper, WY	\$383,368.83

The recommended purchase of the one (1) hydraulic material handler from Power Equipment of Wyoming, Casper, WY complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by the Balefill Fund Reserves.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
 October 11, 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 2:00 p.m., October 26, 2018 for the following:

One (1) Hydraulic Material Handler. This equipment is to be used by the Solid Waste Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirements for the furnishing and delivery of (1) Hydraulic Material Handler, and a 5 year maintenance and service plan. The maintenance plan will be based on an estimated 36 hours per work week. Unit shall be 2015 model or newer with less than one hundred fifty (150) hours, with full factory warranty, a 5-year buy-back guarantee, and a 5-year preventative maintenance package; and a 24 month powertrain warranty. Units shall be delivered complete and ready for service, 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 Units shall be delivered complete and ready for service, 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. Used units with less than 150 hours of operation, and former demonstration units shall be considered.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDER'S SPECIFICATIONS</u>
ENGINE:	Engine: Diesel/Turbo charged. Cylinders: 4 Minimum. Emission: Tier 3 or higher. Horsepower: 130 minimum. Displacement: 275 cubic inch minimum. Fuel Injected: Common rail direct injection. Engine Air Filtration: 2 stage.	<p style="text-align: center;"><i>As Quoted</i></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
MEASUREMENTS:	Length: Overall length not to exceed 17 feet long. Width: Overall width with stabilizers out not to exceed 14 feet wide. Width: With stabilizers up not to exceed 9 feet.	<p style="text-align: center;"><i>As Quoted</i></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Operating Weight: With attachments not to exceed 51,000 pounds.
Overall Height: Not to exceed 12 feet (Our overhead door height) with all beacons and other accessories installed.

As Quoted

Overall working weight: 47,500 pounds minimum.

TRANSMISSION:

Two Speed power shift with additional creeper speed driven by axial piston motor.
Shall have manually shifted Low gear.
Automatic drive using accelerator pedal.
Cruise control.
Minimum speed: 12 mile per hour.

As Quoted

ELECTRICAL SYSTEM:

Alternator: 28 volt/ 110 Amp (minimum).
System Voltage: 24 Volt.
Shall have two (2) 12 volt/135AH batteries (minimum) Sealed gel cell style.

As Quoted

SWING SYSTEM:

Shall have an axial piston motor with integrated brake valve and torque control.
Shall produce 35,000 pounds of Swing torque minimum.
Equipped with electronic controlled wet multi-disk holding brake.
Variable swing speed.
Axial piston variable displacement pump.
Electronic engine speed sensing regulation.

As Quoted

HYDRAULIC SYSTEM:

Pressure and flow compensation.
Priority flow to torque controlled swing system.
Application mode selection that adjusts engine and hydraulic speed performance to match application.
Temperature control reversible cooling

As Quoted

fan.
Maximum pump flow: 79 Gallon per minute.
Maximum pressure: 5500 PSI.
Hydraulic tank capacity: 40 gallons minimum.
Hydraulic system capacity: 80 gallons minimum.
Oil return filter with 5 Micron or better rating.

As Quoted

CHASSIS/FRAME:

Shall have one piece welded frame construction.
Four point stabilization with cylinder protection.
Rigid rear axle.
Manual or automatic hydraulically operated front axle oscillation lock.
Two circuit, travel brake system, with accumulator, wet and backlash free disc brake.
Mounted tool boxes.
Stabilizer cylinders shall have load hold valves.

As Quoted

TIRES:

Solid twin tires
Size 10.00-20 with intermediate rings.

As Quoted

OPERATOR SYSTEM:

Height adjustment shall be hydraulically driven with an eye level up to 16' above the ground surface.
Cab shall be sound rated to less than 75 dB(A).
Windows shall be impact resistant glass.
Cab shall have the ability to be raised for better viewing of work area to a minimum of 15 feet.
Cab shall have safety releases to return operator to the ground in an emergency.
Automatic climate controlled cab with heat and Air Conditioning.
Cab air shall be filtered.
Multi-function color display with touch screen controls.

As Quoted

Radio shall have Bluetooth functionality to allow interface with operator phones or hearing aids.
Rear and side view cameras.
Front and top guarding.
Air cushioned operator seat with lumbar support.

Quoted

SORTING GRAPPLE:

4 feet wide (minimum) ribbed tongs.
1 cubic yard capacity (minimum) for quick coupler.
Bolt on cutting edges.
Shall have quick connections for attachments to the stick.
Quick coupler shall be QC48 type coupler.
Full 360 degree rotation on quick coupler with no counter rotation required.

As Quoted

MAINTENANCE AND SERVICE AGREEMENT:

A five (5) year preventative maintenance agreement to include providing backup equipment free of charge.
Manufacturers must have local representation with a dealership within 100 miles, and the ability to provide service within 24 hours of notification of break downs.

Seperate Line Item number

Does not include machine for services

INSPECTIONS AND DELIVERY:

Material Handler shall be delivered with a full tank of fuel, properly blended for the weather conditions if required.
Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions.
A copy of the order confirmation to be provided upon completion of order.
Original title shall be provided within 30 days of unit delivery to 1800 E. K St. Casper, WY 82601.
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

Quoted

The winning vendor will bid and deliver (1) one Material Handler. Provide minimum of two (2) full days of dealer training and orientation on-site for City operators.

As Quoted

MANUALS:

Two (2) Complete sets of operator's manuals, two (2) sets of service manuals, and two (2) sets of parts manuals shall be supplied (made specifically for model of equipment being sold). NO EXCEPTIONS.

Quoted

WARRANTIES:

A one year full warranty shall be provided. The winning vendor shall deliver a comparable machine at no charge if the material handler is non-operable for more than 36 hours due to manufacturer defects or failures of the chassis or body for a minimum of one (1) year after delivery.

Quoted

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 Dan Coryell, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) MATERIAL HANDLER
FOR THE
SOLID WASTE DIVISION OF THE
PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) Power Equipment Company
(Address) 3251 MJB Rd. Casper, WY. 82601

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated October 11, 2018.

BID ITEM: 1 Hydraulic Material Handler
Description: waste Handler

Make and Model: 2015 Liebherr LH22M
Federal Certified GVW: _____

- | | | |
|------|--|---------------------------------|
| I. | Price bid for one (1) Material Handler as specified | \$ <u>295,000.⁰⁰</u> |
| II. | Extended Warranty and Service Agreement | \$ <u>88,368.⁰⁰</u> |
| III. | NET COST TO CITY (Total Price) | \$ <u>383,368.⁰⁰</u> |
| IV. | Delivery: F.O.B. City of Casper within <u>2</u> calendar days after award of contract by City Council. | |

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.

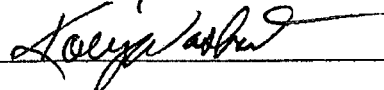
Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

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 as per requirements of section II. 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: Korey Washut Title: Sales/PSR Date: 10/26/18

Signature:  Phone: 406-589-6516

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) MATERIAL HANDLER FOR SOLID WAST DIVISION
(Approved by the City Attorney, 2014)
Dated the 11th day of October, 2018**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion,

that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted from paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

October 29, 2018

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

FROM: Tracey L. Belser, Support Services Director *TLB*
 Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of Two (2) New Flatbed Haul Trailers, from CMI Teco, Casper, Wyoming, in the Total Amount of \$91,894.00, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date
 Regular Council Meeting
 November 20, 2018

Action type
 Minute Action

Recommendation
 That Council, by minute action, authorize the purchase of two (2) new flatbed haul trailers, from CMI Teco, Casper, Wyoming, to be used in the Solid Waste Division of the Public Services Department, in the total amount of \$91,894.00.

Summary
 On October 11, 2018, bids were requested for two (2) new flatbed haul trailers. On October 26, 2018, two (2) bids were received from Wyoming vendors. The flatbed haul trailers will be utilized by Solid Waste for the hauling of all compacted trash bales to the landfill. The current trailers that are used have been in service for 18 years and will be decommissioned.

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

<u>Bid Item</u>	<u>Vendor</u>	<u>Each</u>	<u>Total Amount</u>
(2) Doonan Specialized Trailers	Peterbilt of Wyoming Casper, WY	\$49,718.00	\$99,436.00
(2) Dorsey Trailers	CMI Teco Casper, WY	\$45,947.00	\$91,894.00

The recommended purchase of the two (2) Dorsey Trailers from CMI Teco, Casper, WY complies with the intent of all specifications for the two (2) new flatbed haul trailers.

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by the Balefill Fund Reserves.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
October 11, 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 1:30 p.m., Friday, October 26, 2018** for the following:

Two (2) **Flatbed Haul Trailers**, to be used in the Solid Waste Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirements for the furnishing and delivery of (2) **Flatbed Haul Trailers**, and a 12-month warranty. Units shall be delivered complete and ready for service, 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.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
1. Measurements	Length: Overall length not to exceed 42 Feet long Width: Overall width not to exceed 102 Inches wide Rated for GVWR 80,000 LBS GWR each axle 34,000 LBS	<u>As Per Specifications</u> _____ _____
2. Wiring and Lights	All wiring shall be shielded or protected in a fashion that prevents short circuits caused by insulation becoming worn from rubbing on frame members. All Lights shall be L.E.D.	<u>As Per Specifications</u> _____ _____
3. Axles and Suspension	Closed tandem 54" Axle spacing with rear axle in rearmost position (30 Inch overhang) Hutch 9700 Spring Suspension (or equivalent) with 3 leaf tapered springs rated at 50,000 lbs. Two (2) Watson Chalin 25,000 lbs. capacity. 5" round axles. (or equivalent)	<u>As Per Specifications</u> _____ _____ <u>As Per Specifications</u> _____ _____ <u>As Per Specifications</u> _____ _____

ITEM

MINIMUM SPECIFICATIONS

BIDDERS
SPECIFICATIONS

	Five (5) knee braces per side	<u>As Per Specifications</u>
4. Frame	Beam rating of 75,000 Lbs. in 10 feet Minimum.	<u>80,000 lb Ratings</u>
	24" All steel fabricated main beams, fully welded on both sides on 43 Inch centers.	<u>26" I Beams 44" Centers</u>
	1/2 Inch by 5 Inch top flange	<u>As Per Specifications</u>
	5/8 Inch by 5 Inch bottom flange.	<u>3/4" x 5"</u>
	1/4" steel web with no holes for lightening the trailer.	<u>As Per Specifications</u>
	4 Inch steel cross members on 12 Inch centers.	<u>As Per Specifications</u>
	6 Inch Structural steel C-Channel side rail with stake pockets on 24 Inch centers.	<u>As Per Specification</u>
	Double pipe spools mounted between stake pockets.	<u>As Per Specification</u>
5. King Pin	Heavy duty steel king pin, fully welded in place.	<u>As Per Specifications</u>
	36 Inch King pin setting.	<u>As Per Specifications</u>
	49 Inch coupler height.	<u>As Per Specifications</u>
6. Floor	1/4 Inch steel plate to cover entire floor with 1 Inch by 2 Inch channel reinforcement under floor and above cross members.	<u>1/4" Tread Plate Angle Iron Supported</u>

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
7. Brakes	<p>16.5 Inch by 7 Inch S-Cam drum brakes</p> <p>Cast iron hubs with synthetic semi fluid solid grease hubs.</p> <p>Outboard mounted brake drums.</p> <p>Automatic (self-adjusting) slack adjusters.</p> <p>2S/1M ABS system for tandem axle.</p> <p>Glad hands and seven way connector on front center of trailer.</p>	<p><u>As Per Specifications</u></p> <hr/> <p><u>As Per Specifications</u></p> <hr/> <p><u>As Per Specifications</u></p> <hr/> <p><u>As Per Specifications</u></p> <hr/> <p><u>As Per Specifications</u></p> <hr/> <p><u>As Per Specifications</u></p> <hr/>
8. Tires and Wheels	<p>General 11R24.5 (G rated) HT @105 pounds per square inch of air pressure.</p> <p>24.5 Inch steel wheels, painted white.</p>	<p><u>As Per Specifications</u></p> <hr/> <p><u>As Per Specifications</u></p> <hr/>
9. Lights	<p>Rear 4-3-4 light pattern with 4 Inch LED outer lights and micro-dot LED lights.</p>	<p><u>As Per Specifications</u></p> <hr/>
10. Bulk head	<p>One (1) 60 Inch by 102 Inch bulkhead, 5 post type with no filler material between posts mounted on front of the trailer and fully welded in place on both sides.</p>	<p><u>As Per Specifications</u></p> <hr/> <hr/> <hr/> <hr/>
11. Push Block	<p>One (1) A frame type push block mounted on rear of trailer to protrude 18 Inches from underride protection.</p>	<p><u>As Per Specifications</u></p> <hr/> <hr/>
12. Paint	<p>All steel surfaces to be steel shot blasted prior to primer application.</p> <p>Epoxy primer on all steel materials.</p> <p>2 Coates of Black Polyurethane paint on all steel materials.</p>	<p><u>As Per Specifications</u></p> <hr/> <p><u>As Per Specifications</u></p> <hr/> <p><u>As Per Specifications</u></p> <hr/>

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
SPECIFICATIONS**

Reflective conspicuity tape on side rails.

As Per Specifications

13. Alternate

All bidders shall provide a cost for providing the following alternate options.

As Per Specifications for
below mentioned options

Twenty one (21) steel fabricated ribs with installed on trailer at 23" spacing.

First rib shall be 37 Inches (on center) from the leading edge of the trailer frame.

Last rib shall be 18 Inches from rear edge of trailer frame. (on center)

Each rib shall be 9 inch tall at each outer edge tapering to 3 inch in a 32 inch span.

Each rib shall be 3 inch in thickness and 108 inches overall length with a minimum of 3/8" metal thickness.

These alternate additions are the portion of the trailer that shall be considered "custom" to our operation. Further details and viewing of our current trailers can be done by appointment at 1886 N. Station Road Casper Wyoming. 307-235-8246.

14. Service Manuals

Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts manuals shall be supplied (made specifically for model of equipment being sold). NO EXCEPTIONS

As Per Specifications

30. Warranty

12 Month Full Warranty

As Per Specifications

ITEM

MINIMUM SPECIFICATIONS

BIDDERS
SPECIFICATIONS

NOTE: These forms may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the quote, and if in the opinion of the City of Casper, the quote complied with the intent of the specification. Should funding be inadequate to cover the items quoted, all quotes may be rejected or quantities adjusted to fit budget amount. All contacts should be made through Alex Sveda, Casper Engineering Office, Casper, Wyoming, 82604. Phone 307-235-8247

**PROPOSAL FOR FURNISHING
TWO (2) FLATBED HAUL TRAILERS FOR SOLID WASTE DIVISION OF
THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) CMI - TECO _____

(Address) 1750 S. Loop Casper, WY 82601 _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated December xx, 2018.

BID ITEM: 2019 DORSEY FB42HD _____

Description: Flat Bed 42' Heavy Duty Beam Package Tandem Axle _____

Make and Model: 2019 DORSEY FB42HD _____

I. **TWO (2) FLATBED BED HAUL TRAILERS** \$ 91,894.00

II. **NET COST TO THE CITY:**
(Total Price) \$ 91,894.00

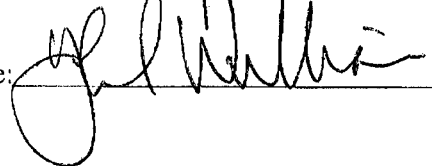
V. **Delivery:** F.O.B. manufacturer of the City of Casper's choice within ~~30~~ calendar days after award of contract by City Council.

100

~~VI. 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.

Submitted by: Jerry Williams Title: Sales Date: 10/25/18

Signature:  Phone: 307-266-6295

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
TWO (2) NEW FLATBED HAUL TRAILERS
(Approved by the City Attorney, 2014)
Dated the 11th day of October, 2018**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond, if the bid is for more than one hundred and fifty thousand dollars (\$150,000), with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Solid Waste Facility, 1886 N. Station Road, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

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It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

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IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

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Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

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XII. SALES TAX EXEMPTION CERTIFICATE:

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In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

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If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Alex Sveda, 200 N. David Street, Casper, Wyoming, 82601, (307) 235-8247.

Company: DORSEY
 Address: 1316 HICKMAN AVENUE
 ELBA, AL 36323
 Phone: 334-897-2626
 FAX: 334-897-2626
 Web: <http://www.dorseytrailer.net/>



Company: CMI-TECO
 Contact: Jerry Williams
 Address: 1760 South Loop
 Casper, WY 82601
 Phone/FAX: 800-834-8295 | 307-265-0707

BASE MODEL: FB Flat Bed		
components	description	add to cost
CAPACITY	Heavy Duty Beam Package - 100,000 lbs. GVWR (80,000 in 10' Span Closed)	
OVERALL LENGTH	42'	STD
OVERALL WIDTH	8' 6"	STD
KING PIN SETTING	36" (+)19# - Tapered Front	
UPPER COUPLER PLATE	1/4"	STD
UPPER COUPLER HEIGHT	49"	
BULKHEAD	None	STD
MAIN FRAME	26" Fab.-PreCamb.l-Beams-(90K Pkg)**44" Frame Centers**	STD
* 1/2" X 5" top flange *		
* 3/4" X 5" Bottom Flange *		
* 1/4" Steel Web *		
SIDE RAILS	6" - 6.5# Per Foot	STD
FLOOR SILLS	4" Steel I-Beam 12" O.C. HD Pkg. (+325#)	STD
COIL HAUL PACKAGE	None	STD
FLOOR DECKING	1/4" Tread Plate - No Apitong Floor- Angled Iron Supported	
WINCH TRACK	Steel Slide Entire Length of Drivers Side	STD
WINCHES	12	STD
STRAPS	None	STD
LANDING GEAR	Two Speed	STD
SUSPENSIONS	Spring Ride Hutch H9700 2 Axle **25K** Fixed	00
SUSPENSION LOCATION	Rear of Trailer to Center of rear axle 32 1/2"	STD
LIFT AXLE	None	STD
DUMP VALVE	None	STD
SCALES	None	STD
AXLES	(2) 25K Capacity- Type 30 Chambers- Auto Slacks- ABS- Spring Ride	
ABS SYSTEM	ABS System 2S/1M	STD
AXLE SPACING	54" spacing with rear Axle in Rear most position	STD
PARKING BRAKES	All Axles	STD
DUST SHEILDS	None	STD
TIRE INFLATION SYSTEM	None	STD
TIRES	11R24.5- Branded	
WHEELS	Disc - Hub Piloted - 24.5 Steel (+56#)	
ANTI-SAIL MUD FLAPS	Behind Rear Axle	STD
STAKE POCKETS	24" O.C. Slides & 4 Across Front, 5 Across Rear	STD
RUB BAND STEEL	3/8" X 2-1/2" Recessed for DOT Tape	STD
PIPE SPOOLS	Double	STD
DOCK BUMPERS	Rubber Inboard	STD
CARGO TIE DOWN	None	STD
TOOLBOX MATERIAL	None	STD
TOOLBOX TYPE	None	STD
TOOLBOX LOCATION	None	STD
TIRE CARRIERS	None	STD
CONTAINER TWIST LOCKS	None	STD
LIGHTS	Accent Total LED Pge-2 Frt Corner-5 Micros Ea Side-MidTurnLED-4/3/4 Rr	
CUSTOM LIGHTS	None	STD
FORK LIFT KIT MODELS	None	STD
COUNTER BALANCE	None	STD
PAINT	Black	STD
DECK ROLLERS	None	STD
TAIL ROLLERS	None	STD
OILFIELD - PIN POCKETS	None	STD
PIPE STANCHIONS	None	STD
CUSTOM 1	1/2" X 5" push block at Rear of Trailer	
CUSTOM 2	None	STD
CUSTOM 3	None	STD

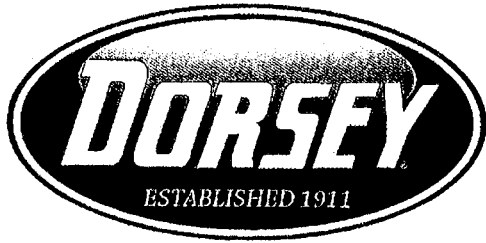
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		<i>Options Total:</i>	
		Sub Total:	
		Discount:	
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		FET Tire Deduction:	0.00
		Sales Tax:	0.00
		Deck Fee:	0.00
		Freight:	0.00
		Deposit:	0.00
		Total Each:	
		Total Units:	2
		Grand Total:	

Salesperson: **Cameron Johnson**
 Customer#: **10030**
 Quote Date: **Oct 25th, 2018 5:14 PM**
 Last Updated: **Oct 26th, 2018 12:53 PM**
 Terms: **20% DEPOSIT - NET COMPLETION**
 Delivery Date: **12-16 weeks**
 Ship To: **Plant P/U**

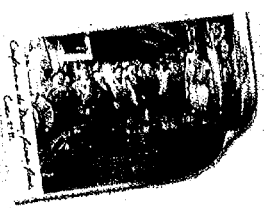
* Freight charge subject to change at time of delivery *

This quote is valid until Nov 09, 2018. All delivery dates ± 2 weeks.

Purchaser's confirmation (signature): _____ Date: ___/___/___



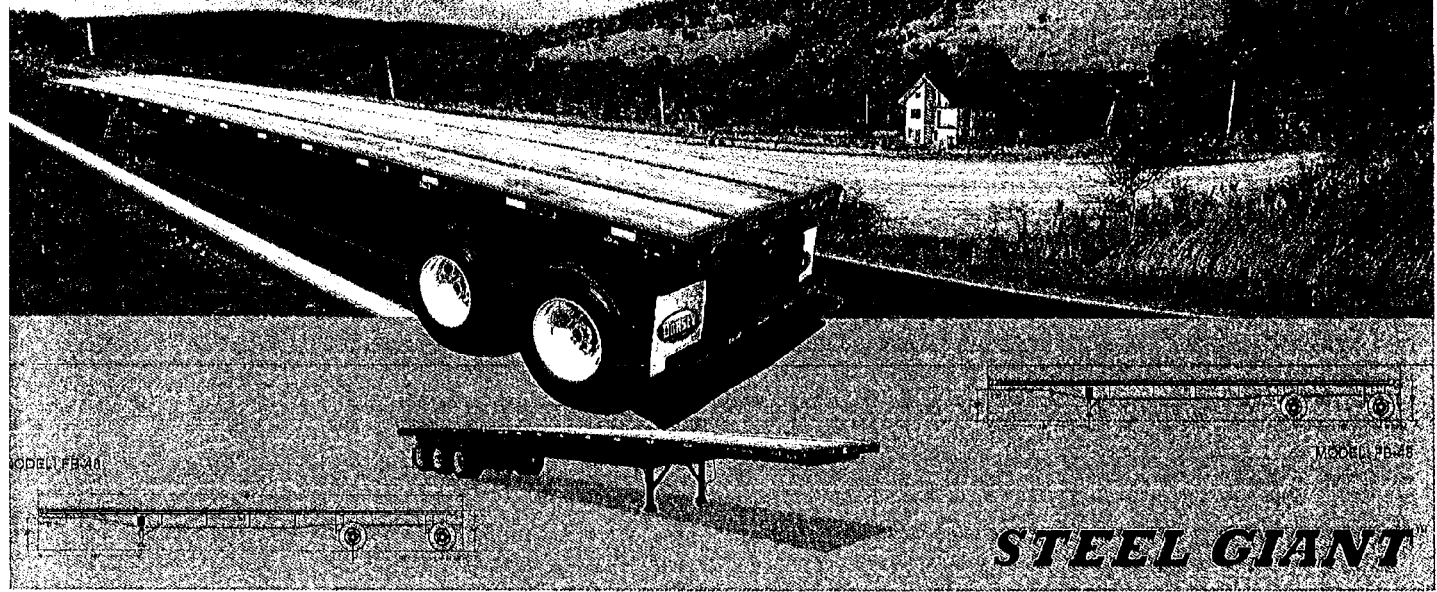
A Dorsey's More Durable



In 1911,

the folks in Elba, Alabama set out to
build the most durable trailers on the market.

Today, Dorsey's vision remains the same.



STEEL GIANT

BODY STRUCTURE

- ▶ **Capacity:** 80,000 lbs GVWR (60,000 in 10')
- ▶ **Weight:** 11,575 lbs +/- 3%
- ▶ **Length:** 48' or 53'
- ▶ **Width:** 102" Overall
- ▶ **Coupler Height:** 48"
- ▶ **King Pin:** Setting 24"
- ▶ **Plate:** 1/4"
- ▶ **Main Beams:** Fabricated High Tensile Steel
- ▶ **Flanges:** Grade 130 High Tensile Steel, 3/8" x 5" Upper and Lower
- ▶ **Web:** Grade 80 High Tensile Steel, One Piece
- ▶ **Front Skirt:** Formed Steel with Tapered Corners
- ▶ **Rear Skirt:** Formed Steel with Integral Stake Pockets
- ▶ **Bumper:** US DOT and Transport Canada Compliant Rear Impact Bumper
- ▶ **Cross Members:** 4" Steel I-beam on 12" Centers
- ▶ **Cross Member Knee Brace:** Fabricated One Piece Steel on 60" Centers
- ▶ **Side Rail:** 6" Steel Channel
- ▶ **Rub Rail:** 1/4" x 2 1/2" Steel
- ▶ **Stake Pockets:** Steel, External Mount, 24" on Center with Double Pipe Spools
- ▶ **Floor:** 1-1/8" Apitong Hardwood
- ▶ **Load Securement:** Sliding Winch C-track with 12 Powder Coated Winches - Road Side
- ▶ **Mud Flaps:** Heavy Duty, White, Anti-spray, Anti-sail
- ▶ **Paint:** White Blasted, Two Part Primer, Two Part PPG Black Acrylic Urethane
- ▶ **Lighting:** Grote LED Sealed Lights, Grote Sealed Wiring Harness
- ▶ **Other:** Conspicuity Treatment Complies with all Regulatory Requirements

COMPONENTS

- ▶ **King Pin:** 2" Holland - AAR
- ▶ **Landing Gear:** Joist-Heavy Duty 2-speed Gear Drive, 140,000 lb Static Load Capacity
- ▶ **Suspension:** Heavy Duty Air Ride, 25,000 lb. Capacity
- ▶ **Axles:** Heavy Duty, 25,000 lb. Capacity
- ▶ **ABS Brakes:** Bendix, 2S1M
- ▶ **Brakes:** 16 1/2" x 7" Quick Change
- ▶ **Hubs:** Standard Cast, Hub Piloted, 10-stud Unlmount, Oil Lubricated
- ▶ **Brake Drums:** Standard Cast, Outboard Mount
- ▶ **Wheels:** Hub Piloted Steel
- ▶ **Tires:** Double Coin Radials

OPTIONS

- ▶ Custom Lengths
- ▶ Custom Widths
- ▶ Multiple Axle Configurations
- ▶ Heavy Duty Beam Package
- ▶ Lift Axles
- ▶ Toolbox(es) Steel or Aluminum
- ▶ Coil Package, Stub Cross Members Located Between Main Beams and Spaced Between Full Width Cross Members
- ▶ Inter-modal Container Twist-locks
- ▶ D Rings
- ▶ Strobe Lights
- ▶ Wide Load Lights
- ▶ Custom Light Package
- ▶ Hub-odometer
- ▶ Rear Skirt Fabricated with Heavy Duty Tail Rollers
- ▶ Pop-up Rollers on Deck
- ▶ Tire Inflation System
- ▶ Fork Lift Package
- ▶ Bulkhead - Steel or Aluminum

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884.897.2525 ELBA, AL



Note: All specifications are subject to change without prior notification. All dimensions and weights are approximate. Trailers pictured in this brochure may feature optional equipment.
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October 30, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Terry Cottenoir, Engineering Technician

SUBJECT: Rejection of Bids for the WWTP Dewatering Building Heater Replacement.

Meeting Type & Date
Regular Council Meeting
November 20, 2018

Action type
Minute Action

Recommendation
That Council, by minute action, reject all bids received for the WWTP Dewatering Building Heater Replacement, Project No. 18-057.

Summary
On Tuesday, October 30, 2018, two (2) bids were received for the WWTP Dewatering Building Heater Replacement, Project No. 18-057. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Sheet Metal Specialties, Inc.	Casper, WY	\$180,000.00
Air Innovations	Casper, WY	\$182,016.00

The estimate prepared by the City Engineering Division was \$130,000.00.

Staff has reviewed the bids and recommends rejection of the bids from Sheet Metal Specialties, Inc., and Air Innovations, as they significantly exceeds the available funding. The available budget was from the Wastewater Treatment Plant Reserves Fund.

Financial Considerations
N/A

Oversight/Project Responsibility
Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments
N/A