

# COUNCIL MEETING AGENDA

**Casper City Council  
City Hall, Council Chambers  
Tuesday, May 7, 2019, 6:00 p.m.**



## COUNCIL POLICY PUBLIC STATEMENTS

- I. 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 **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.
- II. 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.
- III. 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.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- V. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

(These Guidelines Are Also Posted at the Podium in the Council Chambers)

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE APRIL 16, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 23, 2019
4. CONSIDERATION OF BILLS AND CLAIMS

We are CASPER

**Communication   Accountability   Stewardship   Professionalism   Efficiency   Responsiveness**

5. COMMUNICATIONS

A. From Persons Present

6. PUBLIC HEARINGS

A. Ordinance

1. Amendments to the **Mobile Vendor Parking Permit Ordinance** in Municipal Code 10.36.031.
2. Amendment to the **International Fire Code Regarding Mobile Food Preparation Vehicles**.
3. Amending Chapter 12.24.030 of the Municipal Code to Authorize **Non-Permanent Modifications of Sidewalks** Under Certain Limited Circumstances.

B. Minute Action

1. **New Resort Liquor License No. 7 Highend** Hotel Group of America, LLC d/b/a **Ramada Plaza Riverside Hotel & Convention Center Casper**, Located at 300 West F Street.

7. SECOND READING ORDINANCES

A. Approving the **Vacation of a Portion of South Elm Street**, Between West Collins and West 8<sup>th</sup> Street.

1. Communications from Persons Present

B. Annexation and Plat a Portion of a Previously Abandoned WYDOT Right-of-way Located, and in the SE1/4SW1/4 of Section 18, Township 33 North, Range 79 West, 6th P.M., Natrona County Wyoming a Vacation and Replat of Lot 1, McNamara Heights Addition, to Create the **West Casper Commerce Center Addition**, Comprising 1.68 Acres, More or Less, Generally Located at the North East Corner of CY Avenue and South West Wyoming Boulevard; and Consideration of a Request to Establish the Zoning as C-2 (General Business).

1. Communications from Persons Present

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## 8. RESOLUTIONS

### A. Consent

1. Authorizing an Agreement with **Dynamic Controls Inc.**, in an Amount not to Exceed \$158,313, for the Procurement and Installation of a Replacement **Rooftop Heating and Cooling Unit** at 135 South Ash Street.
2. Authorizing Amendment No. 1 to the Contract for Professional Services with **CH2M Hill**, in the Amount of \$30,031, for the **Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation Phase I Project**.
3. Authorizing a Funding Agreement, in the Amount of \$301,710 with the **Central Wyoming Regional Water System Joint Powers Board** for Construction Services for the Regional Water System and City of Casper **PLC/SCADA Upgrades Project**.
4. Authorizing an Agreement with the **Central Wyoming Regional Water System Joint Powers Board**, in the Amount of \$64,296.67, for the **2019 Roof Replacement Project** for the City of Casper and the Central Wyoming Regional Water System.
5. Authorizing a Contract for Professional Services with **Wenck Associates, Inc.**, in the Amount of \$75,000, for **Updating the 10-Year Casper Solid Waste Division Business Plan Project**.
6. Authorizing an Agreement with **Ramshorn Construction, Inc.**, in the Amount of \$934,086, for the **2019 13<sup>th</sup> Street Improvements Project**.
7. Authorizing an Agreement with **RDO Equipment Co.**, in the Amount of \$168,700, for the **Casper Regional Landfill GPS Equipment Project**.
8. Authorizing Change Order No. 4 with **Western States Fire Protection**, in the Amount of \$18,531, and a Time Extension of Seventy-Five Days, for the **Life Steps Campus Building “F” Fire Suppression and Campus Fire Alarm System Replacement Project**.
9. Authorizing an Agreement with **Ramshorn Construction, Inc.**, in the Amount of \$685,091.25, for the **Bryan Stock Trail and Metro Road Improvements Project**.
10. Authorizing an Agreement with **Treto Construction, Inc.**, in the Amount of \$932,250, for the **North Beverly Street Improvements Project**.
11. Authorizing Changes to the **Fees for the Use of Parks**.

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8. RESOLUTIONS (continued)

A. Consent

12. Establishing **Annexation Policy** for Providing **City Services to Outside Property**.
13. Adopting the **2019 Region 2 Hazard Mitigation Plan**.
14. Authorizing Amendment No. 2 to the **Ice Hockey Facility Development Escrow Agreement**.
15. Authorizing a Lease Agreement with **Casper Horseheads Baseball Club** to Operate **Crossroads Baseball/Softball Complex Concessions**.
16. Authorizing a License Agreement with **Lou Taubert Real Estate, Inc.**, for Installation of Concrete Landing and Railing within **South Wolcott Street Right-of-Way**.

9. MINUTE ACTION

A. Consent

1. Authorizing the Appointment of **Lisa R. Herr** to the **Leisure Services Advisory Board**.
2. Rejecting the Bid on the Former **Beverly Street Ball Field Property**.
3. Authorizing the Purchase of **Two (2) UTV's**, from **Stotz Equipment**, Casper, Wyoming, in the Total Amount of \$43,900, for Use by the Parks Division of the Parks and Recreation Department.
4. Authorizing the Purchase of One (1) **One-Ton Dually with Platform Bed and Crane**, from **Greiner Ford**, Casper, Wyoming, in the Total Amount of \$62,194, for Use by the Water Distribution Division of the Public Services Department.
5. Authorizing the Purchase of One (1) New **Three-Quarter-Ton Crew Cab Pickup Truck with Eight-Foot Bed**, from **Fremont Motors**, Casper, Wyoming, in the Total Amount of \$32,393, for Use by the Parks Division of the Parks and Recreation Department.

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

11. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL AND LITIGATION

12. ADJOURNMENT

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Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, May 21, 2019– Council Chambers

6:00 p.m. Tuesday, June 4, 2019 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, May 14, 2019 – Council Meeting Room

4:30 p.m. Tuesday, May 28, 2019– Council Meeting Room

**Special Work sessions – Budget Review**

4:30 p.m. Monday, May 20, 2019 – Council Meeting Room

4:30 p.m. Wednesday, May 22, 2019 – Council Meeting Room

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

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# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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<b>71 CONSTRUCTION, INC.</b>	123059HP Credit for bulk & Bag Purchase	- \$454.20
	19443HP CSS-1 TACK OIL	\$2,681.40
	<b>Subtotal for Cost Center Streets:</b>	<b>\$2,227.20</b>
<b>Vendor Subtotal:</b>		<hr/> <b>\$2,227.20</b>

<b>A.M.B.I. &amp; SHIPPING, INC.</b>	19-03-555 POSTAGE	\$3.75
	19-03-549 POSTAGE	\$127.07
	<b>Subtotal for Cost Center Council:</b>	<b>\$130.82</b>
	19-03-552 POSTAGE	\$377.44
	<b>Subtotal for Cost Center Fire:</b>	<b>\$377.44</b>
	19-03-553 POSTAGE	\$18.00
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$18.00</b>
	19-03-558 POSTAGE	\$196.96
	<b>Subtotal for Cost Center Human Resources:</b>	<b>\$196.96</b>
	19-03-554 POSTAGE	\$205.21
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$205.21</b>
	19-03-556 POSTAGE	\$130.86
	19-02-302 POSTAGE	\$81.32
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$212.18</b>
	19-03-557 POSTAGE- METH DIVISION	\$7.20
	<b>Subtotal for Cost Center Police Grants:</b>	<b>\$7.20</b>
	19-03-561 POSTAGE	\$6.00
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$6.00</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$1,153.81</b>

<b>AAA LANDSCAPING</b>	17467 WEED CONTRACTOR	\$85.00
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$85.00</b>
	<b>Vendor Subtotal:</b>	<hr/> <b>\$85.00</b>

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

<b>ALLAN'S CONCRETE</b>	RIN0029509 8X12 WALL- HIGHLAND PARK IMPRV	\$3,700.00
	<b>Subtotal for Cost Center Parks:</b>	<b>\$3,700.00</b>
	<b>Vendor Subtotal:</b>	<b>\$3,700.00</b>
<b>ALLEN, TIFFANY</b>	0033019235 UTILITY REFUND	\$31.03
	<b>Subtotal for Cost Center Water:</b>	<b>\$31.03</b>
	<b>Vendor Subtotal:</b>	<b>\$31.03</b>
<b>ALLIANCE ELECTRIC LLC.</b>	8484 REPAIRS TRUCK BARN EXIT GATE	\$975.11
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$975.11</b>
	<b>Vendor Subtotal:</b>	<b>\$975.11</b>
<b>ALLIANT INSURANCE SVCS.</b>	1050853 PUBLIC OFFICIAL BOND	\$100.00
	3221A INSURANCE POLICY 2/14-9/29	\$10,718.18
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$10,818.18</b>
	<b>Vendor Subtotal:</b>	<b>\$10,818.18</b>
<b>AMERICAN TITLE AGENCY, INC.</b>	2019-0728 GAMBLE PROPERTY	\$125.00
	<b>Subtotal for Cost Center Special Revenue:</b>	<b>\$125.00</b>
	<b>Vendor Subtotal:</b>	<b>\$125.00</b>
<b>AMERI-TECH EQUIPMENT CO.</b>	104857 INSTALL DOG BOXES	\$2,121.30
	104840 INSTALL DOG BOXES	\$2,121.30
	<b>Subtotal for Cost Center Police:</b>	<b>\$4,242.60</b>
	<b>Vendor Subtotal:</b>	<b>\$4,242.60</b>
<b>ARS FLOOD &amp; FIRE CLEANUP</b>	12260 FLOOD CLEANUP	\$3,857.99
	<b>Subtotal for Cost Center Police:</b>	<b>\$3,857.99</b>
	<b>Vendor Subtotal:</b>	<b>\$3,857.99</b>

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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<b>AUTOMATION &amp; ELECTRONICS, INC.</b>	H-166307 VERIFY VOLTAGE/AMPS	\$85.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$85.00</b>
	<b>Vendor Subtotal:</b>	<b>\$85.00</b>
<b>B32 ENGINEERING GROUP INC</b>	1054 #15-058 ICE ARENA CHILLER	\$3,042.19
	<b>Subtotal for Cost Center Casper Ice Arena:</b>	<b>\$3,042.19</b>
	<b>Vendor Subtotal:</b>	<b>\$3,042.19</b>
<b>BLACK HILLS ENERGY</b>	AP000232040919 NATURAL GAS	\$309.75
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$309.75</b>
	RIN0029483 LANDFILL FLARE OPS	\$15.75
	AP000229040919 NATURAL GAS	\$2,876.09
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,891.84</b>
	AP000187041019 NATURAL GAS	\$234.15
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$234.15</b>
	AP000187041019 NATURAL GAS	\$132.76
	AP000187041019 NATURAL GAS	\$15.00
	AP000187041019 NATURAL GAS	\$524.49
	<b>Subtotal for Cost Center City Hall:</b>	<b>\$672.25</b>
	AP000230040919 NATURAL GAS	\$1,681.62
	AP000248040919 NATURAL GAS	\$119.78
	<b>Subtotal for Cost Center Fire:</b>	<b>\$1,801.40</b>
	AP000194040919 NATURAL GAS	\$2,837.89
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$2,837.89</b>
	AP000195040819 NATURAL GAS	\$427.36
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$427.36</b>
	AP000192040919 NATURAL GAS	\$1,145.04
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$1,145.04</b>
	AP000222040919 NATURAL GAS	\$162.59
	<b>Subtotal for Cost Center Parks:</b>	<b>\$162.59</b>



# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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AP000193040819 NATURAL GAS \$17.68  
**Subtotal for Cost Center Sewer: \$17.68**

AP000228040919 NATURAL GAS \$6,469.11  
**Subtotal for Cost Center Waste Water: \$6,469.11**

AP000231040919 NATURAL GAS \$1,143.74  
**Subtotal for Cost Center Water: \$1,143.74**

RIN0029466 NATURAL GAS \$6,795.18  
**Subtotal for Cost Center Water Treatment Plant: \$6,795.18**

**Vendor Subtotal: \$24,907.98**

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## BOBBY THOMPSON

RIN0029484 UTILITY REFUND \$223.87  
**Subtotal for Cost Center Water: \$223.87**

**Vendor Subtotal: \$223.87**

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## BOONDOGGLE CONSTRUCTION

RIN0029494 UTILITY REFUND \$75.00  
**Subtotal for Cost Center Water: \$75.00**

**Vendor Subtotal: \$75.00**

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## BOYS & GIRLS CLUBS OF CENTRAL WY

4794 LINCOLN BRANCH STAFF&SUPPLIES \$18,321.25  
**Subtotal for Cost Center Capital Projects - City Mgr: \$18,321.25**

**Vendor Subtotal: \$18,321.25**

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## BRATTON, AMANDA

0033019234 UTILITY REFUND \$52.23  
**Subtotal for Cost Center Water: \$52.23**

**Vendor Subtotal: \$52.23**

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## BRENNTAG PACIFIC, INC.

BPI933238 CHEMICALS- FERRIC \$10,764.25  
BPI935692 CHEMICALS \$10,957.44  
**Subtotal for Cost Center Water Treatment Plant: \$21,721.69**

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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**Vendor Subtotal:** \$21,721.69

## BRUCE MARTIN

RIN0029428 TUITION REIMBURSEMENT \$1,112.20

**Subtotal for Cost Center Water:** \$1,112.20

**Vendor Subtotal:** \$1,112.20

## CARUS CORPORATION

SLS 10074454 CHEMICALS POLYMER \$8,748.00

**Subtotal for Cost Center Water Treatment Plant:** \$8,748.00

**Vendor Subtotal:** \$8,748.00

## CASEY LYNCH

RIN0029479 WORK BOOT REIMBURSEMENT \$75.00

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

**Vendor Subtotal:** \$75.00

## CASPER AREA TRANSPORTATION COALITION

2019-301 MAR 19 FTA CATC \$28,807.44

2019-302 MAR 19 FTA BUS \$31,463.46

2019-304 MAR 19 CITY BUS \$29,217.21

2019-303 MAR 19 CITY CATC \$28,168.81

**Subtotal for Cost Center C.A.T.C.:** \$117,656.92

RIN0029488 REIMBURSEMENT RECRUITMENT EXP \$18,000.00

**Subtotal for Cost Center Council:** \$18,000.00

**Vendor Subtotal:** \$135,656.92

## CASPER ELECTRIC, INC.

47584 SERVICE CODUCTORS \$1,933.91

**Subtotal for Cost Center Balefill:** \$1,933.91

**Vendor Subtotal:** \$1,933.91

## CASPER POLICE DEPARTMENT

RIN0029461 LEGAL/MEDICAL \$100.00

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

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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	<b>Vendor Subtotal:</b>	<b>\$100.00</b>
<b>CASPER PUBLIC UTILITIES</b>	RIN0029475 UTILITIES	\$119.50
	RIN0029475 UTILITIES	\$24.56
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$144.06</b>
	<b>Vendor Subtotal:</b>	<b>\$144.06</b>
<b>CASPER STAR TRIBUNE - LEGAL ADS ONLY</b>	51885 BLDING MTNCE AGREEMENT-ASH RFP	\$143.44
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$143.44</b>
	<b>Vendor Subtotal:</b>	<b>\$143.44</b>
<b>CASPER STAR-TRIBUNE, INC.</b>	53184 CATC BUSES LEGAL AD	\$48.72
	53184 CATC BUSES LEGAL AD	\$48.72
	<b>Subtotal for Cost Center C.A.T.C.:</b>	<b>\$97.44</b>
	<b>Vendor Subtotal:</b>	<b>\$97.44</b>
<b>CENTURYLINK</b>	RIN0029465 PHONE USE	\$140.54
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$140.54</b>
	RIN0029464 PHONE USE	\$154.58
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$154.58</b>
	RIN0029486 PHONE USE	\$186.31
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$186.31</b>
	RIN0029463 PHONE USE	\$275.92
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$275.92</b>
	RIN0029485 PHONE USE	\$43.43
	RIN0029501 PHONE USE	\$64.67
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$108.10</b>
	RIN0029462 PHONE USE	\$154.00
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$154.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,019.45</b>

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

## CIGNA HEALTH & LIFE INSURANCE COMPANY

2447511 PLAN ADMIN FEES	\$8,429.96
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$8,429.96</b>
<b>Vendor Subtotal:</b>	<b>\$8,429.96</b>

## CITY OF CASPER

5128/173167 GIS SUPPORT JAN 19- MAR 19	\$146.45
5128/173167 GIS SUPPORT JAN 19- MAR 19	\$1,393.46
5128/173303 APRIL 2019 GIS SERVICES	\$581.98
5128/173303 APRIL 2019 GIS SERVICES	\$5,537.64
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$7,659.53</b>
2463/172553 FEB 2019 ICE TIME	\$1,925.00
2463/172061 CAHC JAN 2019 ICE TIME	\$3,110.94
<b>Subtotal for Cost Center Social Community Services:</b>	<b>\$5,035.94</b>
<b>Vendor Subtotal:</b>	<b>\$12,695.47</b>

## CITY OF CASPER - BALEFILL

525/173270 BALEFILL	\$19.60
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$19.60</b>
2772/173204 BALEFILL	\$6,740.44
2772/173165 BALEFILL	\$6,411.65
2772/173348 BALEFILL	\$6,184.29
2772/173443 BALEFILL	\$5,633.53
2772/173381 BALEFILL	\$6,131.86
2772/173477 BALEFILL	\$358.68
2772/173468 BALEFILL	\$5,785.43
2772/173249 BALEFILL	\$6,012.79
2772/173232 BALEFILL	\$6,714.96
2772/173281 BALEFILL	\$399.84
2155/173280 BALEFILL	\$19.11
2772/173272 BALEFILL	\$5,736.92
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$56,129.50</b>
1276/173202 BALEFILL	\$131.32
1276/173380 BALEFILL	\$124.46
1276/173466 BALEFILL	\$101.43
1276/173269 BALEFILL	\$111.72
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$468.93</b>

# Bills & Claims

04/17/2019 to 05/07/2019

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**Vendor Subtotal:** **\$56,618.03**

**CIVIL ENGINEERING  
PROFESSIONALS, INC.**

17-013-01 #17-072 1ST & POPLAR \$6,884.62

**Subtotal for Cost Center Sewer:** **\$6,884.62**

17-013-01 #17-072 1ST & POPLAR \$3,855.38

**Subtotal for Cost Center Water:** **\$3,855.38**

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**Vendor Subtotal:** **\$10,740.00**

**CLARK, AJA**

0032982756 UTILITY REFUND \$31.58

**Subtotal for Cost Center Water:** **\$31.58**

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**Vendor Subtotal:** **\$31.58**

**CLIFFORD GLARROW**

RIN0029500 TRAVEL REIMBURSEMENT \$43.02

**Subtotal for Cost Center Police:** **\$43.02**

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**Vendor Subtotal:** **\$43.02**

**COMMUNICATION  
TECHNOLOGIES, INC.**

85070 INSTALL NEW HOUSING/REWIRING \$728.21

85198 INSTALL NEW HOUSING/REWIRING \$728.21

85067 INSTALL GETAC SYSTEM \$721.00

85068 INSTALL GETAC SYSTEM \$721.00

85197 INSTALL GETAC SYSTEM \$721.00

85069 INSTALL GETAC SYSTEM \$721.00

5200 INSTALL GETAC SYSTEM \$721.00

85138 LAIRD TECHNOLOGIES/REPAIRS \$109.46

85237 INSTALL GETAC VIDEO/COMP SYSTM \$721.00

85243 INSTALL GETAC VIDEO/COMP SYSTM \$927.00

85240 INSTALL GETAC VIDEO/COMP SYSTM \$721.00

85236 INSTALL GETAC VIDEO/COMP SYSTM \$721.00

85238 INSTALL GETAC VIDEO/COMP SYSTM \$721.00

85214 IGNITION RELAY \$330.00

85141 RELPACED SPECTRA RADIO \$103.00

85211 INSTALL GETAC VIDEO/COMP SYSTM \$721.00

85212 LABOR & INSTALL \$728.21

85213 INSTALL GETAC VIDEO/COMP SYSTM \$721.00

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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85170 STORAGE BOXES \$4,229.57

**Subtotal for Cost Center Police: \$15,814.66**

**Vendor Subtotal: \$15,814.66**

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## COMTRONIX, INC.

50080 TELEPHONE SERVICE \$252.00

**Subtotal for Cost Center Police: \$252.00**

**Vendor Subtotal: \$252.00**

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## CONRAD ARCHIBEQUE

RIN0029480 BOOT REIMBURSEMENT \$75.00

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

**Vendor Subtotal: \$75.00**

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## COTTONWOOD ESTATES

0032982755 UTILITY REFUND \$36.06

**Subtotal for Cost Center Water: \$36.06**

**Vendor Subtotal: \$36.06**

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## COWDIN CLEANING

201304 JANITORIAL SERVICE MARCH 2019 \$816.00

**Subtotal for Cost Center Buildings & Structures: \$816.00**

**Vendor Subtotal: \$816.00**

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## CRAZY PEDALER BIKE & HIKE

RIN0029491 DEPOSIT REFUND \$75.00

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

**Vendor Subtotal: \$75.00**

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## CROWN CONSTRUCTION LLC

1063 REPAIR CRACKED BRICK- LIFE STP \$980.00

**Subtotal for Cost Center Life Steps Campus: \$980.00**

**Vendor Subtotal: \$980.00**

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## DAVID GARLAND

RIN0029459A WWTP OPERATOR 3 EXAM FEE \$100.00

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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**Subtotal for Cost Center Waste Water:** **\$100.00**

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

## DELL MARKETING LP

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$396.53

**Subtotal for Cost Center Aquatics:** **\$396.53**

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$2,081.79

**Subtotal for Cost Center Balefill:** **\$2,081.79**

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$793.06

**Subtotal for Cost Center Buildings & Structures:** **\$793.06**

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$396.53

**Subtotal for Cost Center Cemetery:** **\$396.53**

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$594.80

**Subtotal for Cost Center City Attorney:** **\$594.80**

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$297.40

**Subtotal for Cost Center City Clerk:** **\$297.40**

10307134526A AZURE MONETART COMMIT ENTERPRI \$1,237.11

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$594.80

**Subtotal for Cost Center City Manager:** **\$1,831.91**

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$793.06

**Subtotal for Cost Center Code Enforcement:** **\$793.06**

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$2,180.92

**Subtotal for Cost Center Communications Center:** **\$2,180.92**

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$892.19

**Subtotal for Cost Center Council:** **\$892.19**

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$892.19

**Subtotal for Cost Center Engineering:** **\$892.19**

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$793.06

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$793.06

10307134526A OFFICE365 LICENSE RENEWAL 2018 \$793.06

**Subtotal for Cost Center Finance:** **\$2,379.18**

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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10307134526A OFFICE365 LICENSE RENEWAL 2018	\$7,930.61
<b>Subtotal for Cost Center Fire:</b>	<b>\$7,930.61</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$991.33
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$991.33</b>
10307482072 SOFTWARE	\$760.16
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$594.80
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$1,354.96</b>
10307545287 SOFTWARE	\$380.08
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$99.13
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$479.21</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$594.80
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$594.80</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$594.80
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$594.80</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$396.53
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$396.53</b>
10307545295 SOFTWARE	\$380.08
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$1,586.12
<b>Subtotal for Cost Center Information Services:</b>	<b>\$1,966.20</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$594.80
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$594.80</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$793.06
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$793.06</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$1,288.72
<b>Subtotal for Cost Center Parks:</b>	<b>\$1,288.72</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$693.93
<b>Subtotal for Cost Center Planning:</b>	<b>\$693.93</b>
10307482080 SOFTWARE	\$1,140.24
10308107027 SOFTWARE	\$474.88
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$12,292.45



# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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10309308012 SOFTWARE	\$382.00
<b>Subtotal for Cost Center Police:</b>	<b>\$14,289.57</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$297.40
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$297.40</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$1,090.46
<b>Subtotal for Cost Center Recreation:</b>	<b>\$1,090.46</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$693.93
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$693.93</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$495.66
<b>Subtotal for Cost Center Sewer:</b>	<b>\$495.66</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$991.33
<b>Subtotal for Cost Center Streets:</b>	<b>\$991.33</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$1,883.52
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,883.52</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$1,982.65
<b>Subtotal for Cost Center Water:</b>	<b>\$1,982.65</b>
10307134526A OFFICE365 LICENSE RENEWAL 2018	\$1,189.59
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$1,189.59</b>
<b>Vendor Subtotal:</b>	<b>\$54,122.62</b>

## DELTA DENTAL PLAN OF WY.

RIN0029478 DENTAL INSURANCE	\$38,936.73
RIN0029477 DENTAL PREMIUMS	\$1,561.00
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$40,497.73</b>
<b>Vendor Subtotal:</b>	<b>\$40,497.73</b>

## DESERT MTN. CORP.

18-66227 ICE SLICER	\$4,359.89
18-65682 ICE SLICER	\$4,493.16
18-65678 ICE SLICER	\$5,272.54
18-65673 ICE SLICER	\$4,464.34
18-65684 ICE SLICER	\$4,384.89
18-65683 ICE SLICER	\$4,393.91

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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Subtotal for Cost Center Streets: **\$27,368.73**

Vendor Subtotal: **\$27,368.73**

## DONS MOBILE CARPET INC

EX018827 LIFE STEPS KITCHEN \$10,897.60

Subtotal for Cost Center CDBG: **\$10,897.60**

Vendor Subtotal: **\$10,897.60**

## ENGINEERING DESIGN ASSOCIATES

10827 MAINTENANCE AGREEMENTS \$1,125.00

10682 CITY HALL CHILLER \$2,000.00

Subtotal for Cost Center Buildings & Structures: **\$3,125.00**

Vendor Subtotal: **\$3,125.00**

## ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5716 2018 ARTERIALS/COLLECTORS \$2,773.70

Subtotal for Cost Center Streets: **\$2,773.70**

Vendor Subtotal: **\$2,773.70**

## FAMILY JOURNEY CENTER

148 MAR17-APRIL 15,2019 PAYROLL EXP \$1,177.69

146 FEB-MAR PAYROLL & WEBSITE \$2,313.97

Subtotal for Cost Center Capital Projects - City Mgr: **\$3,491.66**

Vendor Subtotal: **\$3,491.66**

## FIRST DATA MERCHANT SVCS CORP.

REMI1391921 MRACH 2019 CREDIT CARD FEES \$149.71

Subtotal for Cost Center Code Enforcement: **\$149.71**

REMI1385894 FEB 2019 SERVICES \$17.77

Subtotal for Cost Center Fort Caspar: **\$17.77**

REMI1385895 FEB 2019 SERVICES \$654.06

Subtotal for Cost Center Hogadon: **\$654.06**

Vendor Subtotal: **\$821.54**

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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<b>FIRST INTERSTATE BANK</b>	RIN0029478 PROFESSIONAL SVCS- CIGNA	\$1,260.00
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$1,260.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,260.00</b>
<b>FIRST INTERSTATE BANK - PETTY CASH</b>	RIN0029502 PETTY CASH	\$97.50
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$97.50</b>
	RIN0029502 PETTY CASH	\$6.00
	RIN0029502 PETTY CASH	\$35.88
	<b>Subtotal for Cost Center Police:</b>	<b>\$41.88</b>
	<b>Vendor Subtotal:</b>	<b>\$139.38</b>
<b>GAIL MOULTON</b>	RIN0029495 UTILITY REFUND	\$29.38
	<b>Subtotal for Cost Center Water:</b>	<b>\$29.38</b>
	<b>Vendor Subtotal:</b>	<b>\$29.38</b>
<b>GARY MARSH, INC.</b>	396 GREEN AND CART FEE PERCENTAGES	\$10.13
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$10.13</b>
	<b>Vendor Subtotal:</b>	<b>\$10.13</b>
<b>GILES TRANSPORT, INC.</b>	1904-17121 TRANSPORT COMPACTOR 14402	\$665.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$665.00</b>
	<b>Vendor Subtotal:</b>	<b>\$665.00</b>
<b>GLOBAL SPECTRUM L.P.</b>	7014fzz8ea COC EVNT TKTS HOGADON SKI PASS	\$153,811.10
	6do4346bbo MARCH 2019 ORDER FEE FND RQST	\$5,486.00
	18143fb8d1 COC EVNT TKTS WAWA TOURNAMENT	\$24,800.00
	2e84d1895a COC TKT FNDS EASTER BRNH HOGDN	\$5,069.82
	<b>Subtotal for Cost Center Casper Events Center:</b>	<b>\$189,166.92</b>
	<b>Vendor Subtotal:</b>	<b>\$189,166.92</b>

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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<b>GOLDER ASSOCIATES</b>	542247 5-YEAR CLOSED BALEFIL	\$3,478.43
	542247 40% ENGINEERING SVCS	\$2,318.96
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$5,797.39</b>
	541759 PROJECT 12	\$8,801.25
	<b>Subtotal for Cost Center Streets:</b>	<b>\$8,801.25</b>
	<b>Vendor Subtotal:</b>	<b>\$14,598.64</b>
<b>GSG ARCHITECTURE</b>	17630 DESIGN & CONST ADMIN FOR FIRE	\$2,565.00
	<b>Subtotal for Cost Center Fire:</b>	<b>\$2,565.00</b>
	<b>Vendor Subtotal:</b>	<b>\$2,565.00</b>
<b>GUOIN, TORREY</b>	0032982762 UTILITY REFUND	\$54.42
	<b>Subtotal for Cost Center Water:</b>	<b>\$54.42</b>
	<b>Vendor Subtotal:</b>	<b>\$54.42</b>
<b>GW MECHANICAL, INC.</b>	SV-5097 INSTALL YARD HYRDANTS	\$6,930.00
	SV-5096 INSTALL 2 WAY CLEANOUT	\$1,838.89
	<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$8,768.89</b>
	<b>Vendor Subtotal:</b>	<b>\$8,768.89</b>
<b>HATCHER, AMBER</b>	0033019233 UTILITY REFUND	\$56.62
	<b>Subtotal for Cost Center Water:</b>	<b>\$56.62</b>
	<b>Vendor Subtotal:</b>	<b>\$56.62</b>
<b>HDR ENGINEERING, INC.</b>	1200169302 WWTP DIGESTER BOILER INSTALLAT	\$56,326.58
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$56,326.58</b>
	1200185741 WATER RIGHTS & SUPPLY ANALYSIS	\$4,424.01
	<b>Subtotal for Cost Center Water:</b>	<b>\$4,424.01</b>
	<b>Vendor Subtotal:</b>	<b>\$60,750.59</b>

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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<b>HEATHER NELSON</b>	RIN0029493 DEPOSIT REFUND	\$75.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$75.00</b>
	<b>Vendor Subtotal:</b>	<b>\$75.00</b>
<b>HEIN-BOND, LLC</b>	19-0309 #13-050 BALER BLDG MRF/CA	\$4,080.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$4,080.00</b>
	<b>Vendor Subtotal:</b>	<b>\$4,080.00</b>
<b>HERCHKORN, RICHARD</b>	0033019239 UTILITY REFUND	\$52.23
	<b>Subtotal for Cost Center Water:</b>	<b>\$52.23</b>
	<b>Vendor Subtotal:</b>	<b>\$52.23</b>
<b>HOLTHOUSE APPRAISAL GROUP</b>	8965 NRTH CSPR RIVERFRONT APPRAISAL	\$3,000.00
	<b>Subtotal for Cost Center Special Revenue:</b>	<b>\$3,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$3,000.00</b>
<b>HOMAX OIL SALES, INC.</b>	0451540 01/F1 STOCK	\$17,153.53
	0453453-IN STOCK 01/F1	\$13,464.96
	453361B-IN VEHICLE SUPPLIES	\$4,776.42
	0454325-IN STOCK, DEF BULK	\$999.90
	0451524-IN 02/F2 STOCK	\$20,264.64
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$56,659.45</b>
	0454919-IN BULK FUEL	\$8,212.78
	<b>Subtotal for Cost Center Hogadon:</b>	<b>\$8,212.78</b>
	<b>Vendor Subtotal:</b>	<b>\$64,872.23</b>
<b>INBERG-MILLER ENGINEERS</b>	20060CE03 #15-083 LOWER EASTDALE CREEK	\$14,925.64
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$14,925.64</b>
	<b>Vendor Subtotal:</b>	<b>\$14,925.64</b>

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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<b>INTERSPEC LLC</b>	16601 CLAIM #1723CA	\$4,680.00
	<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$4,680.00</b>
	<b>Vendor Subtotal:</b>	<b>\$4,680.00</b>
<b>ISC, INC/VENTURE TECHNOLOGIES</b>	SIN029418 PHONE USE	\$59.25
	SIN029416 CISCO 7821 IP PHONE	\$158.10
	<b>Subtotal for Cost Center Police:</b>	<b>\$217.35</b>
	<b>Vendor Subtotal:</b>	<b>\$217.35</b>
<b>ITC ELECTRICAL TECHNOLOGIES</b>	28652 RAW WATER #1 & #5	\$722.70
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$722.70</b>
	<b>Vendor Subtotal:</b>	<b>\$722.70</b>
<b>JACKSON CREEK MANUFACTURING INC</b>	25516 SERVICES	\$12,888.00
	25517 SERVICES	\$12,888.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$25,776.00</b>
	<b>Vendor Subtotal:</b>	<b>\$25,776.00</b>
<b>JADE MCLEAN</b>	03181954972 TOOL ALLOTMENT REIMBURSEMENT	\$35.15
	7293828 BOOT REIMBURSEMENT	\$51.93
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$87.08</b>
	<b>Vendor Subtotal:</b>	<b>\$87.08</b>
<b>KIWANIS CLUB</b>	293 ASSOCIATION DUES	\$228.00
	<b>Subtotal for Cost Center City Attorney:</b>	<b>\$228.00</b>
	<b>Vendor Subtotal:</b>	<b>\$228.00</b>
<b>KNIFE RIVER/JTL</b>	186245 IMMIGRANT TRAIL- PARK IMPRVMT	\$1,549.68
	<b>Subtotal for Cost Center Parks:</b>	<b>\$1,549.68</b>

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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188871 3/8" PLANT MIX	\$1,687.40
189113 3/8" PLANT MIX	\$521.30
189216 3/8" PLANT MIX, 1/2" PLANT MIX	\$1,243.32
189317 3/8" PLANT MIX, 1/2" PLANT MIX	\$1,442.98
<b>Subtotal for Cost Center Streets:</b>	<b>\$4,895.00</b>

**Vendor Subtotal:** **\$6,444.68**

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## KOBIE HOWELL

RIN0029474 DOT PHYSICAL/MEDICAL TESTING	\$90.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$90.00</b>

**Vendor Subtotal:** **\$90.00**

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## KUBWATER RESOURCES, INC

08579 ZETAG 7593 DRY POLYMER	\$5,398.90
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$5,398.90</b>

**Vendor Subtotal:** **\$5,398.90**

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## LIMMER ROOFING

RIN0029516 RETURN SECURITY PROJ 18-092	\$7,000.00
<b>Subtotal for Cost Center General - Engineering:</b>	<b>\$7,000.00</b>

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

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## LINCOLN NATL. LIFE INS. CO.

RIN0029474 BENEFITS PAYABLE/RETIREE LIFE	\$277.83
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$277.83</b>

**Vendor Subtotal:** **\$277.83**

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## LISA'S SPIC N SPAN

391599 CLEANING	\$120.00
391598 CLEANING	\$80.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$200.00</b>

391599 CLEANING	\$172.00
391598 CLEANING	\$287.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$459.00</b>

**Vendor Subtotal:** **\$659.00**

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# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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<b>LONG BUILDING TECHNOLOGIES</b>	SRVCE0097443 OFFICE TEMP CONTROLS	\$695.02
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$695.02</b>
	<b>Vendor Subtotal:</b>	<b>\$695.02</b>
<b>M &amp; T ENTERPRISES</b>	0032982760 UTILITY REFUND	\$34.78
	0032982760 UTILITY REFUND	\$15.72
	<b>Subtotal for Cost Center Water:</b>	<b>\$50.50</b>
	<b>Vendor Subtotal:</b>	<b>\$50.50</b>
<b>MCKEE, CHRISTIANA</b>	0033019236 UTILITY REFUND	\$52.78
	<b>Subtotal for Cost Center Water:</b>	<b>\$52.78</b>
	<b>Vendor Subtotal:</b>	<b>\$52.78</b>
<b>MICHAEL BRATVOLD</b>	RIN0029471 CLOTHING ALLOWANCE	\$108.06
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$108.06</b>
	<b>Vendor Subtotal:</b>	<b>\$108.06</b>
<b>MOTOROLA SOLUTIONS</b>	8230219872 SERVICES	\$1,700.98
	8230219871 SERVICES	\$1,700.98
	8230219869 SERVICES	\$1,700.98
	8230219870 SERVICES	\$1,700.98
	8230219748 SERVICES	\$1,700.98
	8230221529 MAINTENANCE AND REPAIRS	\$1,700.98
	8230220651 ASTRO EQPMT	\$3,725.99
	<b>Subtotal for Cost Center Communications Center:</b>	<b>\$13,931.87</b>
	<b>Vendor Subtotal:</b>	<b>\$13,931.87</b>
<b>MOUNTAIN WEST VALUATIONS LLC</b>	24-19D NRTH CSPR RIVERFRONT APPRAISAL	\$1,500.00
	<b>Subtotal for Cost Center Special Revenue:</b>	<b>\$1,500.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,500.00</b>



# Bills & Claims

04/17/2019 to 05/07/2019

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<b>MUNICIPAL EMERGENCY SVCS., INC.</b>	IN1319518 SUPPLIES	\$15,329.00
	<b>Subtotal for Cost Center Fire:</b>	<b>\$15,329.00</b>
	<b>Vendor Subtotal:</b>	<b>\$15,329.00</b>
<b>NATHAN LANGE</b>	210768 CLOTHING REIMBURSEMENT	\$73.47
	<b>Subtotal for Cost Center Water:</b>	<b>\$73.47</b>
	<b>Vendor Subtotal:</b>	<b>\$73.47</b>
<b>NATIONAL BENEFIT SERVICES</b>	695931 PLAN ADMIN FEE	\$430.05
	694957 PLAN ADMIN FEE	\$72.00
	681004 PLAN ADMIN. FEE	\$359.90
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$861.95</b>
	<b>Vendor Subtotal:</b>	<b>\$861.95</b>
<b>NATRONA COUNTY - SHERIFFS' OFFICE</b>	3496 FEB 2019 PRISONER HOUSING	\$110,588.10
	3509 JUVENILE DETENTION MARCH 2019	\$7,500.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$118,088.10</b>
	<b>Vendor Subtotal:</b>	<b>\$118,088.10</b>
<b>OLSON AUTOBODY &amp; COLLISION CENTER</b>	RIN0029503 CLAIM #1789CA	\$5,041.00
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$5,041.00</b>
	<b>Vendor Subtotal:</b>	<b>\$5,041.00</b>
<b>ONE CALL OF WY.</b>	51540 TICKETS FOR MARCH	\$144.45
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$144.45</b>
	51540 TICKETS FOR MARCH	\$176.55
	<b>Subtotal for Cost Center Water:</b>	<b>\$176.55</b>
	<b>Vendor Subtotal:</b>	<b>\$321.00</b>

# Bills & Claims

04/17/2019 to 05/07/2019

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<b>PAULA PURDY</b>	RIN0029492 ACCOUNT REFUND	\$75.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$75.00</b>
	<b>Vendor Subtotal:</b>	<b>\$75.00</b>

<b>P-CARD VENDORS</b>	00087085 MENARDS CASPER WY - Purchase	\$12.99
	00087159 AMERICAN RED CROSS - Purchase	\$1,575.00
	00086306 CASPER FIRE EXTINGUISH - Purch	\$32.00
	00086956 BAILEYS ACE HDWE - Purchase	\$36.26
	00087037 STAPLES 00114181 - Purch	\$43.97
	00087069 AMZN Mktp US MZ5WL5L51 - Purch	\$89.06
	00087270 ORIGINAL WATERMEN INC - Purcha	\$1,140.85
	00087288 SAMSClub #6425 - Purchase	\$19.96
	00086548 HAWKINS INC - Purchase	\$2,376.41
	00086594 BAILEYS ACE HDWE - Purchase	\$26.85
	00086594 BAILEYS ACE HDWE - Purchase	\$29.99
	00085006 RECREONICS INC - Purchase	\$145.07
	00085180 RECREONICS INC - Purchase	\$11.45
	00085285 RECREONICS INC - Purchase	\$14.05
	00086245 AMZN Mktp US MW0FG9X40 - Purch	\$44.95
	00086291 AMZN MKTP US MW13U2541 - Purch	\$87.98
	00086291 AMZN MKTP US MW13U2541 - Purch	\$672.00
	00086625 WAL-MART #3778 - Purchase	\$67.90
	00086731 ULINE SHIP SUPPLIES - Purcha	\$589.01
	00086731 ULINE SHIP SUPPLIES - Purcha	\$1,528.00
	00086731 ULINE SHIP SUPPLIES - Purcha	\$600.00
	00086731 ULINE SHIP SUPPLIES - Purcha	\$589.01
	<b>Subtotal for Cost Center Aquatics:</b>	<b>\$9,732.76</b>
	00086841 CASPER TIRE 0000705 - Purchase	\$190.00
	00087016 VEOLIA ENVIRONMENTAL - Purchas	\$7,225.84
	00087036 COASTAL NETTING SYSTEM - Purch	\$26,183.60
	00087041 BEARING BELTCHAIN00244 - Purch	\$34.98
	00087057 REXEL 3212 - Purchase	\$388.04
	00087064 THE HOME DEPOT #6001 - Purchas	\$48.28
	00087096 AmeriGas - Purchase	\$327.71
	00087098 NORCO INC - Purchase	\$81.92
	00087110 CASPER COLLEGE - Purchase	\$125.00
	00087120 COMPRESSION LEASING SE - Purch	\$1,474.14
	00087142 HOMEDEPOT.COM - Purchase	\$748.75
	00087161 AIRGAS CENTRAL - Purchase	\$301.12
	00087170 WEAR PARTS INC - Purchase	\$7.74

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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00087200 MICHAELSFENCE&SUPPLYIN - Purch	\$138.22
00087216 BLOEDORN LUMBER CASPER - Purch	\$1,613.93
00087234 THE HOME DEPOT 6001 - Purchase	\$99.05
00087247 BAILEYS ACE HDWE - Purchase	\$28.53
00087254 INT IN CLEAN CLUB 307 - Purch	\$2,150.00
00087283 REXEL 3212 - Purchase	\$146.99
00087292 CASPER CONTRACTORS SUP - Purch	\$34.80
00087295 MENARDS CASPER WY - Purchase	\$324.69
00087376 BAILEYS ACE HDWE - Purchase	\$70.95
00087386 BAILEYS ACE HDWE - Purchase	\$54.75
00087396 MENARDS CASPER WY - Purchase	\$135.50
00087400 MENARDS CASPER WY - Purchase	\$167.96
00087421 BAILEYS ACE HDWE - Purchase	\$12.99
00087424 SUTHERLANDS 2219 - Purchase	\$49.98
00087431 DK HAULING INC - Purchase	\$120.00
00087443 BRIDGER STEEL CASPER - Purchas	\$110.96
00087446 BAILEYS ACE HDWE - Purchase	\$26.55
00087462 BLOEDORN LUMBER CASPER - Credi	-\$63.96
00087485 BLOEDORN LUMBER CASPER - Purch	\$53.80
00087523 BRIDGER STEEL CASPER - Purchas	\$412.38
00085786 INDUSTRIAL PIPING SPCL - Purch	\$194.29
00086374 FASTENAL COMPANY01 - Purchase	\$190.92
00086496 VZWRLSS BILL PAY VB - Purchas	\$40.01
00086549 HOBBY-LOBBY #0233 - Purchase	\$14.97
00086554 SHERWIN WILLIAMS 70343 - Purch	\$54.12
00086559 REXEL 3212 - Purchase	\$157.17
00086581 BEARING BELTCHAIN00244 - Purch	\$46.28
00086609 INTUIT IN PEDENS INC - Purch	\$419.00
00086611 CASPER CONTRACTORS SUP - Purch	\$55.84
00086619 DIAMOND VOGEL PAINT #7 - Purch	\$26.09
00086621 BEARING BELTCHAIN00244 - Purch	\$34.96
00086628 BAILEYS ACE HDWE - Purchase	\$75.18
00086631 SPORTSMANS WAREHOUSE 1 - Purch	\$29.52
00086651 MURDOCHS RANCH &HOME # - Purch	\$15.59
00086665 THE HOME DEPOT 6001 - Purchase	\$213.74
00086674 SHERWIN-WILLIAMS 70896 - Purch	\$239.29
00086677 AIRGAS CENTRAL - Purchase	\$374.37
00086689 SOURCE OFFICE - VITAL - Purcha	\$102.34
00086696 HOSE & RUBBER SUPPLY C - Purch	\$18.22
00086702 INDUSTRIAL PIPING SPCL - Credi	-\$9.25
00086703 WYOMING MACHINERY CO - Purchas	\$667.44
00086724 WYOMING MACHINERY CO - Purchas	\$58.67
00086726 CASPER CONTRACTORS SUP - Purch	\$19.25

# Bills & Claims

City of Casper

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00086744 CASPER CONTRACTORS SUP - Purch	\$305.80
00086745 BAILEYS ACE HDWE - Purchase	\$18.96
00086746 WYOMING MACHINERY CO - Purchas	\$528.71
00086759 WYOMING STEEL, RECYC - Purchas	\$127.26
00086765 NORCO INC - Purchase	\$100.68
00086767 BOBCAT OF CASPER - Purchase	\$8.02
00086795 AmeriGas - Purchase	\$60.40
00086869 BAILEYS ACE HDWE - Purchase	\$44.97
00086894 MURDOCHS RANCH &HOME # - Purch	\$2,659.98
00086903 CASPER CONTRACTORS SUP - Purch	\$36.00
00086908 AIRGAS CENTRAL - Purchase	\$18.92
00086931 HENSLEY BATTERY&ELEC - Purchas	\$114.48
00086954 HOSE & RUBBER SUPPLY C - Purch	\$67.01
<b>Subtotal for Cost Center Balefill:</b>	<b>\$49,954.39</b>
00086361 CRUM ELECTRIC SUPPLY C - Purch	\$37.47
00086385 CRESCENT ELECTRIC 103 - Purcha	\$23.49
00086401 WAL-MART #1617 - Purchase	\$17.96
00086410 GRAINGER - Purchase	\$28.62
00086414 NORCO INC - Purchase	\$39.94
00086418 BLOEDORN LUMBER CASPER - Purch	\$59.66
00086430 HERCULES INDUSTRIES CA - Purch	\$362.35
00086441 THE HOME DEPOT #6001 - Purchas	\$177.22
00086454 SHERWIN WILLIAMS 70343 - Purch	\$54.90
00086459 DIAMOND VOGEL PAINT #7 - Purch	\$45.66
00086469 CRESCENT ELECTRIC 103 - Purcha	\$68.38
00086476 BLOEDORN LUMBER CASPER - Purch	\$58.84
00086488 MENARDS CASPER WY - Purchase	\$9.26
00086128 NORCO INC - Purchase	\$401.44
00086236 BAILEYS ACE HDWE - Purchase	\$7.98
00086434 NORCO INC - Purchase	\$165.21
00086494 GRAINGER - Purchase	\$87.40
00086498 SHERWIN WILLIAMS 70343 - Purch	\$41.47
00086506 CASPER WINNELSON CO - Purchase	\$1.95
00086507 BAILEYS ACE HDWE - Purchase	\$10.50
00086510 SHERWIN WILLIAMS 70343 - Purch	\$16.82
00086521 DENNIS SUPPLY COMPANY - Purcha	\$11.47
00086544 BAILEYS ACE HDWE - Purchase	\$0.40
00086564 BLOEDORN LUMBER CASPER - Purch	\$16.87
00086585 BLOEDORN LUMBER CASPER - Purch	\$2.22
00086600 HERCULES INDUSTRIES CA - Purch	\$12.86
00086640 OCONNOR COMPANY - Purchase	\$3,792.55
00086648 DIAMOND VOGEL PAINT #7 - Purch	\$138.95

# Bills & Claims

City of Casper

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00086690 DENNIS SUPPLY COMPANY - Purcha	\$125.50
00086693 CASPER WINNELSON CO - Purchase	\$7.41
00086708 CRESCENT ELECTRIC 103 - Purcha	\$1.68
00086775 HOTSY EQUIPMENT OF WYO - Purch	\$100.00
00086788 REXEL 3212 - Purchase	\$46.04
00086791 MARTIN-RAY LAUNDRY SYS - Purch	\$623.49
00086792 HERCULES INDUSTRIES CA - Purch	\$6.54
00086799 DIAMOND VOGEL PAINT #7 - Purch	\$54.94
00086810 DENNIS SUPPLY COMPANY - Purcha	\$24.00
00086814 REXEL 3212 - Purchase	\$41.30
00086816 SHERWIN WILLIAMS 70343 - Purch	\$29.14
00086819 DIAMOND VOGEL PAINT #7 - Purch	\$29.58
00086824 WOODWORKERS SUPPLY, I - Purcha	\$10.27
00086838 BAILEYS ACE HDWE - Purchase	\$14.11
00086852 BAILEYS ACE HDWE - Purchase	\$21.49
00086859 WAL-MART #1617 - Purchase	\$36.71
00086860 SAMSClub #6425 - Purchase	\$4.86
00086864 SHERWIN WILLIAMS 70343 - Purch	\$58.28
00086881 WAL-MART #1617 - Purchase	\$49.70
00086895 BLOEDORN LUMBER CASPER - Purch	\$208.34
00086910 SUMMIT ELECTRIC, INC. - Purcha	\$70.00
00086924 SUMMIT ELECTRIC, INC. - Purcha	\$458.26
00086927 NORCO INC - Purchase	\$389.72
00086930 IMLSS COLORADO - Purchase	\$299.20
00086937 IMLSS COLORADO - Purchase	\$303.17
00086942 MARTIN-RAY LAUNDRY SYS - Purch	\$79.07
00086949 IMLSS COLORADO - Purchase	\$303.17
00086965 SUMMIT ELECTRIC, INC. - Purcha	\$677.41
00086967 FERGUSON ENT #3069 - Purchase	\$45.27
00087017 RMI WYOMING INC - Purchase	\$158.37
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$9,968.86</b>
00087207 CPS DISTINCCASPER2530 - Purcha	\$25.03
00087221 CPS DISTINCCASPER2530 - Purcha	\$41.00
00087231 VZWRLSS IVR VB - Purchase	\$40.01
00086597 CPS DISTINCCASPER2530 - Purcha	\$178.13
00086883 CPS DISTINCCASPER2530 - Purcha	\$64.50
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$348.67</b>
00087258 ATLAS OFFICE PRODUCTS - Purcha	\$23.55
00087284 THOMSON WEST TCD - Purchase	\$140.43
00087303 THOMSON WEST TCD - Purchase	\$1,294.85
00086588 TOP OFFICE PRODUCTS IN - Purch	\$183.27

# Bills & Claims

City of Casper

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00087164 ATLAS OFFICE PRODUCTS - Purcha	\$37.00
00086873 MYLAWCLE - Purchase	\$195.00
00086886 CPU IIT - Purchase	\$24.95
00086950 MYLAWCLE - Purchase	\$195.00
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$2,094.05</b>
00087210 CASPER STAR TRIBUNE - Purchase	\$87.36
00087388 ATLAS OFFICE PRODUCTS - Purcha	\$66.98
00086738 INTERNATIONAL INSTITUT - Purch	\$235.00
<b>Subtotal for Cost Center City Clerk:</b>	<b>\$389.34</b>
00087089 ATLAS OFFICE PRODUCTS - Purcha	\$16.73
00087321 MAVERIK #577 - Purchase	\$19.44
00087337 MAVERIK #577 - Purchase	\$20.00
00087352 MAVERIK #577 - Purchase	\$6.88
00087362 MAVERIK #577 - Purchase	\$5.48
00086450 ADOBE CREATIVE CLOUD - Purcha	\$39.99
00086987 XEROX CORPORATION/RBO - Purcha	\$21.04
00086719 LOAF N JUG #0119 Q81	\$35.67
<b>Subtotal for Cost Center City Manager:</b>	<b>\$165.23</b>
00087384 VZWRLSS IVR VB - Purchase	\$80.02
00087554 ATLAS OFFICE PRODUCTS - Purcha	\$194.84
00086596 NETWORK FLEET. INC. - Purchase	\$227.40
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$502.26</b>
00087300 NATES FLOWERS - Purchase	\$106.99
00087346 INT IN COMPUTER PROJE - Purch	\$171.60
00087365 DOUGH ENTERPRISES LLC - Purcha	\$28.00
00086961 VZWRLSS IVR VB - Purchase	\$38.13
00086976 VZWRLSS IVR VB - Purchase	\$40.01
00087023 ATLAS REPRODUCTION INC - Purch	\$656.65
00087272 SOURCE OFFICE - VITAL - Purcha	\$267.85
00086629 DTV DIRECTV SERVICE - Purchase	\$87.99
00086884 EXXONMOBIL 47672811 - Purch	\$20.25
00086899 EXXONMOBIL 47737010 - Purch	\$20.82
00087449 APCO INTERNATIONAL INC - Purch	\$419.00
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$1,857.29</b>
00087047 CASPER STAR TRIBUNE - Purchase	\$1,328.20
00087268 SAMSCLUB #6425 - Purchase	\$102.70
00087021 CPU IIT - Purchase	\$99.99
00086363 CASPER STAR TRIBUNE - Purchase	\$1,942.60

# Bills & Claims

City of Casper

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00086387 USPS PO 5715580945 - Purchase	\$8.30
<b>Subtotal for Cost Center Council:</b>	<b>\$3,481.79</b>
00087001 XEROX CORPORATION/RBO - Purcha	\$168.79
00087024 XEROX CORPORATION/RBO - Purcha	\$35.42
<b>Subtotal for Cost Center Engineering:</b>	<b>\$204.21</b>
00087100 HARBOR FREIGHT TOOLS 3 - Purch	\$59.96
00087165 STAPLES 00114181 - Purch	\$13.24
00087249 NORCO INC - Purchase	\$42.08
00086541 VZWRLSS MY VZ VB P - Purchase	\$280.07
00086779 STAPLES 00114181 - Purch	\$146.92
<b>Subtotal for Cost Center Finance:</b>	<b>\$542.27</b>
00085819 EXXONMOBIL 47626544 - Purch	\$30.51
00086371 IJJI 2 SUSHI & JAPANES - Purch	\$32.00
00086433 FOREFLIGHT LLC - Purchase	\$99.99
00086484 ATLAS OFFICE PRODUCTS - Credit	-\$108.96
00086568 N AND N INTERNATIONAL - Purcha	\$491.09
00086740 FEDEX 786423223070 - Purchase	\$232.13
00086751 WESTERN DIVERS LTD - Purchase	\$129.65
00086781 SMITHS FOOD #4185 - Purchase	\$31.80
00086813 GLOBALSTAR USA RECURRI - Purch	\$1,236.89
00086858 J'S PUB & GRILL - Purchase	\$61.00
00086862 EXXONMOBIL 47626544 - Purch	\$54.86
00086870 CHEYENNE-CITY-SERVICE - Purcha	\$1,537.50
00086938 BOATOUTFITRS - Purchase	\$37.80
00087048 Western Medical Associ - Purch	\$14,289.00
00087051 CASPER FIRE EXTINGUISH - Purch	\$134.75
00087056 LN CURTIS - Purchase	\$688.09
00087083 WARDROBE CLEANERS - Purchase	\$33.86
00087092 ALBERTSONS #0062 - Purchase	\$10.00
00087115 EXXONMOBIL 47626544 - Purch	\$23.04
00087160 EXXONMOBIL 47626544 - Purch	\$27.69
00087174 THE HOME DEPOT #6001 - Purchas	\$58.71
00087195 SAMS CLUB #6425 - Purchase	\$26.78
00087245 SQ SQ MY EDUCATIONAL - Purch	\$126.00
00087256 SQU SQ FRONTLINE FIRE - Purch	\$675.00
00087279 SQ SQ VENTURE TECHNO - Purch	\$1,134.00
00087282 EXXONMOBIL 47626544 - Purch	\$36.42
00087302 ATLAS OFFICE PRODUCTS - Purcha	\$133.96
00087330 MES/WARREN FIRE/LAWMEN - Purch	\$3,752.00
00087411 EB 2019 WYOMING FIRE - Purchas	\$430.88

# Bills & Claims

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00075316 EXXONMOBIL 47626544 - Purch	\$69.23
00077601 SP AED MARKET - Purchase	\$290.00
00085117 EXXONMOBIL 47626544 - Purch	\$55.45
00085823 NEW ENGLAND MFG COMPAN - Purch	\$196.93
00085906 AMZN Mktp US MW8K07JZ0 - Purch	\$99.97
00085943 EXXONMOBIL 47626544 - Purch	\$65.73
00085996 LN CURTIS - Purchase	\$8,320.00
00086012 EXXONMOBIL 47626544 - Purch	\$41.91
00086199 EXXONMOBIL 47626544 - Purch	\$65.03
00086217 ROCKYMOUNTAINFIRESYSIN - Purch	\$727.00
00086264 ENTERPRISE RENT-A-CAR - Purcha	\$79.35
00086281 CNCIA PARKING - Purchase	\$20.00
00086285 76 - 76 PLUMB LANE - Purchase	\$19.86
00086309 PEPPERMILL FRONT DESK - Purcha	\$182.54
00086319 BLOEDORN LUMBER CASPER - Purch	\$12.59
00086324 RNO TIMBER RIDGE - Purchase	\$23.17
00086327 WOLF GANG PUCK EXPRESS - Purch	\$18.36
00086397TAX ALBERTSONS #0062 - Purchase	-\$0.25
00086337 PEPPERMILL CAFE ESPRES - Purch	\$15.89
00086382 BARGREEN WYOMING 25 - Purchase	\$54.40
00086397 ALBERTSONS #0062 - Purchase	\$12.03
00086465 KISTLER TENT AND AWNIN - Purch	\$338.00
00086612 CPU IIT - Purchase	\$176.80
00086646 EXXONMOBIL 47626544 - Purch	\$42.53
00086697 VZWRLSS MY VZ VB P - Purchase	\$2,214.29
00086711 VZWRLSS MY VZ VB P - Purchase	\$120.03
00086878 MERBACK AWARDS COMPANY - Purch	\$605.36
00086922 STAPLES 00114181 - Purch	\$4.19
00086946 NORCO INC - Purchase	\$280.00
<b>Subtotal for Cost Center Fire:</b>	<b>\$39,596.83</b>
00085898 DECKER AUTO GLASS - Purchase	\$205.58
00085904 Amazon Prime - Purchase	\$119.00
00085920 AMERI-TECH EQUIPMENT C - Purch	\$705.80
00085982 RMI WYOMING INC - Purchase	\$65.98
00086006 NORCO INC - Purchase	\$76.69
00086013 GRAINGER - Purchase	\$90.81
00086061 SAMS CLUB #6425 - Purchase	\$16.10
00086123 HOWARD SUPPLY COMPANY - Purcha	\$15.13
00086131 MIDAS OF CASPER - Purchase	\$170.67
00086155 SAFETY KLEEN SYSTEMS B - Purch	\$1,390.90
00086179 GRAINGER - Purchase	\$21.23
00086189 CAPITAL BUSINESS SYSTE - Purch	\$78.00



# Bills & Claims

City of Casper

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00086191 BIG HORN TIRE INC - Purchase	\$250.00
00086212 COMTRONIX - Purchase	\$202.44
00086338 COMM TECH ROCK SPRIN - Purchas	\$1,491.90
00086512 GOODYEAR COMMERCIAL TI - Purch	\$195.37
00086524 ALSICO INC. - Purchase	\$568.78
00086596 NETWORK FLEET. INC. - Purchase	\$18.95
00086790 NORCO INC - Purchase	\$34.98
00086850 NORCO INC - Purchase	\$270.09
00086898 GRAINGER - Purchase	\$20.24
00086975 HYDROTEX PARTNERS, LTD - Purch	\$154.22
00086982 ATLAS OFFICE PRODUCTS - Purcha	\$46.53
00087010 TOP OFFICE PRODUCTS IN - Purch	\$35.38
00087127 ATLAS OFFICE PRODUCTS - Purcha	\$17.24
00087143 ATLAS OFFICE PRODUCTS - Purcha	\$81.11
00087148 ATLAS OFFICE PRODUCTS - Purcha	\$44.69
00087167 PRECISION KNIFE AND TO - Purch	\$340.46
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$6,728.27</b>
00087190 PAYPAL COLOWYOMUS - Purchase	\$20.00
00087197 HOBBY-LOBBY #0233 - Purchase	\$50.83
00087248 WAL-MART #3778 - Purchase	\$21.85
00087060 AMAZON.COM MZ0FQ7OH0 A - Purch	\$51.00
00085042 USPS PO 5762700491 - Purchase	\$3.78
00085213 ULINE SHIP SUPPLIES - Purcha	\$63.64
00086288 PAYPAL EAGLEBAUERE - Purchase	\$27.50
00086398 CPU IIT - Purchase	\$1,960.70
00086422 OREGON CALIFORNIA TRAI - Purch	\$60.00
00086552 HOBBY-LOBBY #0233 - Purchase	\$29.90
00086806 INT IN ROTARY CLUB OF - Purch	\$228.00
00086725 GAYLORD BROS INC - Purchase	\$503.53
00086801 SQ SQ VENTURE TECHNO - Purch	\$219.54
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$3,240.27</b>
00086990 LIPCO - Purchase	\$601.88
00086444 USPS PO 5762700491 - Purchase	\$70.00
00086776 INGRAM BOOK COMPANY - Purchase	\$412.59
00086856 INGRAM BOOK COMPANY - Purchase	\$156.49
00086893 INGRAM BOOK COMPANY - Purchase	\$371.89
<b>Subtotal for Cost Center General - Fort Caspar:</b>	<b>\$1,612.85</b>
00086344 BUFFALO BRAND SEED LLC - Purch	\$147.50
00087314 TOWNSQ MEDIA CASPER - Purchase	\$450.00
00086500 PRESTIGE FLAG MFG CO I - Purch	\$957.18

# Bills & Claims

City of Casper

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00086826 PRESTIGE FLAG MFG CO I - Purch	\$728.87
<b>Subtotal for Cost Center Golf Course:</b>	<b>\$2,283.55</b>
00086312 GRAINGER - Purchase	\$16.45
00086456 MOUNTAIN WEST TECHNOLO - Purch	\$49.95
00086681 MOUNTAIN SPORTS RENTAL - Purch	\$126.00
00086562 CASPER STAR TRIBUNE - Purchase	\$563.55
00086586 BRECK MEDIA GROUP - Purchase	\$1,004.00
00086972 BLAKEMAN PROPANE INC-M - Purch	\$1,079.40
00087055 CASPER FIRE EXTINGUISH - Purch	\$512.75
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$3,352.10</b>
00087133 CASPER COLLEGE - Purchase	\$125.00
00087168 CASPER COLLEGE - Purchase	\$62.50
00086926 VISTAPR VistaPrint.com - Purch	\$31.48
00086940 SMK SURVEYMONKEY.COM - Purchas	\$384.00
00087118 CASPER COLLEGE - Purchase	\$62.50
00087112 CASPER COLLEGE - Purchase	\$62.50
00087307 CASPER COLLEGE - Purchase	\$62.50
00086769 ATLAS OFFICE PRODUCTS - Purcha	\$10.91
00085691 QQUEST SOFTWARE SYSTEMS - Purch	\$395.00
00087025 STERLING BACKCHECK - Purchase	\$887.35
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$2,083.74</b>
00087082 THE HOME DEPOT #6001 - Purchas	\$24.97
00087119 STAPLES 00114181 - Purch	\$17.99
00087132 WAL-MART #1617 - Purchase	\$34.02
00087134 AMZN MKTP US MZ7943ZF1 - Purch	\$18.07
00087149 SAMSCLUB #6425 - Purchase	\$109.70
00087157 SQUARE SQ PAPA JOHNS - Purch	\$407.46
00087173 SAMS CLUB #6425 - Purchase	\$36.84
00087177 BAILEYS ACE HDWE - Purchase	\$11.98
00087191 AMERIGAS PRODUCT - Purchas	\$123.93
00086798 PARTS TOWN - Purchase	\$26.00
00087066 AMZN MKTP US MW1124WQ2 - Purch	\$69.88
00087264 SAMS CLUB #6425 - Purchase	\$29.96
00087293 SAMSCLUB #6425 - Purchase	\$205.14
00087309 DOLLAR TREE - Purchase	\$10.00
00087347 NOBLE INDUSTRIAL SUPPL - Purch	\$119.50
00086311 VISTAR ROCKY MOUNTAIN - Purcha	\$120.63
00086413 SAMSCLUB #6425 - Purchase	\$50.94
00086413 SAMSCLUB #6425 - Purchase	\$92.20
00086457 SAMS CLUB #6425 - Purchase	\$13.98

# Bills & Claims

City of Casper

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00086472 SAMSCLUB #6425 - Purchase	\$36.84
00086579 RINK SYSTEMS INC - Purchase	\$71.73
00086579 RINK SYSTEMS INC - Purchase	\$563.27
00086580 FARMER BROTHERS COFFEE - Purch	\$30.49
00086632 CASPER RECREATIONAL LE - Purch	\$460.00
00086641 AMAZON.COM MW1C06771 A - Purch	\$135.89
00086705 AMERIGAS PRODUCT - Purchas	\$91.17
00086714 GOVTELLERNATRONAWYFEE - Purcha	\$1.50
00086730 CASPERNATRONAHEALTHPAY - Purch	\$50.00
00086763 SAMS CLUB #6425 - Purchase	\$27.92
00086827 BAILEYS ACE HDWE - Purchase	\$43.36
00086836 SAMSCLUB #6425 - Purchase	\$101.61
00086887 BAILEYS ACE HDWE - Purchase	\$15.78
00086921 BAILEYS ACE HDWE - Purchase	\$7.58
00086936 BAILEYS ACE HDWE - Purchase	\$3.18
00086948 NORCO INC - Purchase	\$155.86
00086970 SAMSCLUB.COM - Purchase	\$74.94
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$3,394.31</b>
00086829 SQUARE SQ BEER_SHEBA - Purch	\$27.00
00086842 SHERATON DALLAS DINING - Purch	\$20.40
00086874 CHOP HOUSE BURGER - Purchase	\$4.87
00086896 PRESS BOX GRILL - Purchase	\$13.91
00086953 CPU IIT - Purchase	\$1,532.70
00086974 MCDONALD'S F13569 - Purchase	\$9.37
00086997 DIA PARKING OPERATIONS - Purch	\$63.00
00086998 ATLAS OFFICE PRODUCTS - Purcha	\$72.63
00087065 TAXI SVC DALLAS - Purchase	\$26.81
00087080 SHERATON DALLAS - Purchase	\$688.11
<b>Subtotal for Cost Center Information Services:</b>	<b>\$2,458.80</b>
00085770 CPU IIT - Purchase	\$34.00
<b>Subtotal for Cost Center Information Technology:</b>	<b>\$34.00</b>
00086855 WESTSIDE ANIMAL HOSPIT - Purch	\$2,345.00
00086596 NETWORK FLEET. INC. - Purchase	\$18.95
00087074 WYOMING STATE BOARD OF - Purch	\$82.00
00087099 NORCO INC - Purchase	\$209.51
00087153 WYOMING STATE BOARD OF - Purch	\$82.00
00086470 CHEWY.COM - Purchase	\$173.38
00086537 THE LOCK PEOPLE - Purchase	\$472.36
00086563 ROSS STORES #533 - Purchase	\$37.99
00086623 OTC BRANDS, INC. - Purchase	\$21.76

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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00086644 OTC BRANDS, INC. - Purchase	\$109.18
00086652 CHEWY.COM - Purchase	\$224.60
00086663 ALL CREATURES VETERINA - Purch	\$83.60
00086668 CASPER FIRE EXTINGUISH - Purch	\$89.00
00086679 WESTSIDE ANIMAL HOSPIT - Purch	\$3,000.00
00086698 ANIMAL CARE EQUIPMENT - Purcha	\$58.80
00086735 SUTHERLANDS 2219 - Purchase	\$576.00
00086789 MED VET INTERNATIONAL - Purcha	\$444.65
00086808 WESTSIDE ANIMAL HOSPIT - Purch	\$23.80
00086879 THE LOCK PEOPLE - Purchase	\$472.36
00087262 STAPLES 00114181 - Purch	\$287.92
00087276 VZWRLSS IVR VB - Purchase	\$100.12
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$8,912.98</b>
00086877 RICOH USA, INC - Purchase	\$21.73
00086877 RICOH USA, INC - Purchase	\$206.77
00086194 CHICAGO BOOKS & JOURNA - Purch	\$50.67
00086194 CHICAGO BOOKS & JOURNA - Purch	\$5.33
00086416 NATIONAL ACADEMY SCIEN - Purch	\$429.83
00086416 NATIONAL ACADEMY SCIEN - Purch	\$45.17
00086569 DELTA 00623650357492 - Pur	\$332.19
00086569 DELTA 00623650357492 - Pur	\$34.91
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$1,126.60</b>
00083639 ATLAS OFFICE PRODUCTS - Purcha	\$62.86
00083718 ATLAS OFFICE PRODUCTS - Purcha	\$17.61
00084263 ATLAS OFFICE PRODUCTS - Purcha	\$172.25
00085843 ATLAS OFFICE PRODUCTS - Purcha	\$233.01
00085857 ATLAS OFFICE PRODUCTS - Purcha	\$6.04
00086009 ATLAS OFFICE PRODUCTS - Purcha	\$26.96
00086144 ATLAS OFFICE PRODUCTS - Purcha	\$197.30
00086168 ATLAS OFFICE PRODUCTS - Purcha	\$5.40
00086360 EB 16TH ANNUAL METH A - Purcha	\$125.00
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$846.43</b>
00085665 AUTOZONE #1293 - Purchase	\$5.67
00086253 AUTOZONE #1293 - Credit	-\$5.67
00086274 THE HOME DEPOT #6001 - Purchas	\$37.35
00086307 MIRACLE RECREATION - Purchase	\$735.52
00086355 BLOEDORN LUMBER CASPER - Purch	\$37.70
00086578 CPS DISTINCCASPER2530 - Purcha	\$682.81
00086780 GREENDEALER COM - Purchase	\$100.82
00086797 PAYPAL EPRDISTRIBU - Purchase	\$49.99

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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00086805 GREENDEALER COM - Purchase	\$246.20
00086978 GREENPARTSTORE COM - Purchase	\$181.93
00087006 GREENPARTSTORE COM - Purchase	\$34.90
00087112 CASPER COLLEGE - Purchase	\$62.50
00087117 THE HOME DEPOT #6001 - Purchas	\$69.94
00087171 THE HOME DEPOT #6001 - Purchas	\$26.28
00087214 HYDROPOINT DATA SYS - Purchase	\$3,525.00
00087375 CPS DISTINCCASPER2530 - Purcha	\$15.46
00087383 ALBERTSONS #0062 - Purchase	\$32.99
00086428 CRESCENT ELECTRIC 103 - Purcha	\$586.67
00086520 PACIFIC HIDE AND FUR # - Purch	\$85.63
00086561 SQ SQ ATLANTIC ELECT - Purch	\$75.00
00086583 SQ SQ ATLANTIC ELECT - Purch	\$870.24
00086608 GRAINGER - Purchase	\$24.32
00086624 CRUM ELECTRIC SUPPLY C - Purch	\$39.66
00086649 CRESCENT ELECTRIC 103 - Purcha	\$90.65
00086659 0970 CED - Purchase	\$47.22
00086794 R & R REST STOPS - Purchase	\$3,762.56
00086596 NETWORK FLEET. INC. - Purchase	\$164.70
00087152 ALBERTSONS #0062 - Purchase	\$36.52
<b>Subtotal for Cost Center Parks:</b>	<b>\$11,622.56</b>
00087499 CASPER STAR TRIBUNE - Purchase	\$45.60
00087544 ATLAS REPRODUCTION INC - Purch	\$27.00
00087601 JIMMY JOHNS - 1638 - Purchase	\$133.98
00087034 DRI PRINTING SERVICES - Purcha	\$151.16
00086872 CASPER STAR TRIBUNE - Purchase	\$96.00
00086876 CASPER STAR TRIBUNE - Purchase	\$93.56
00086897 CASPER STAR TRIBUNE - Purchase	\$56.12
<b>Subtotal for Cost Center Planning:</b>	<b>\$603.42</b>
00084500 MURPHY6627ATWALMART - Purchase	\$48.58
00084526 WAL-MART #2978 - Purchase	\$21.93
00084656 FIESTA MEXICAN RESTAUR - Purch	\$15.00
00084679 FIESTA MEXICAN RESTAUR - Purch	\$20.00
00087333 UNITED GLASS - Purchase	\$94.20
00083935 MANNY'S UPTOWN - Purchase	\$25.00
00083951 MARRIOTT WICHITA - POS - Purch	\$19.07
00083952 MARRIOTT WICHITA - Purchase	\$117.42
00083955 MAVERIK #549 - Purchase	\$37.26
00083976 PHILLIPS 66 - EZ GO #7 - Purch	\$34.91
00083995 CONOCO - HILLTOP TRUCK - Purch	\$36.24
00084037 SHERATON DALLAS DINING - Purch	\$17.16

# Bills & Claims

04/17/2019 to 05/07/2019

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00084223 WM SUPERCENTER #2978 - Purchas	\$70.31
00084406 GLORIAS RESTAURANT #7 - Purcha	\$20.06
00084471 HEIM BARBECUE - Purchase	\$16.10
00085716 CASPER FORD LINCOLN - Purchase	\$6.07
00086654 CASPER ANIMAL MEDICAL - Purcha	\$92.49
00086718 WAL-MART #1617 - Purchase	\$24.72
00087408 PP FBINAACHPTR - Purchase	\$20.00
00084760 SALTGRASS FT WORTHFOSS - Purch	\$35.00
00084779 FIESTA MEXICAN RESTAUR - Purch	\$15.00
00084780 KROGER #0536 - Purchase	\$14.36
00084838 MURPHY7066ATWALMART - Purchase	\$46.82
00085011 TWIN PEAKS FOSSIL CREE - Purch	\$12.81
00085230 YPS HOMEAWAY HA-V94V72 - Purch	\$250.00
00085314 RESIDENCE INNS-FOSSIL - Purcha	\$13.95
00085515 TRI SHELL - Purchase	\$43.09
00085536 H-E-B #016 - Purchase	\$115.78
00086153 SUSHI AXIOM - Purchase	\$26.44
00086427 TARGET 00020420 - Purch	\$45.00
00086439 WM SUPERCENTER #3778 - Purchas	\$259.74
00086489 TWISTERS TWO, INC - Purchase	\$25.44
00086513 SQ SQ BEN'S - Purch	\$39.62
00086603 GUERNSEY MARKET PLAC - Purchas	\$6.49
00086669 SQ SQ BEN'S - Purch	\$48.76
00086712 SQ SQ BEN'S - Purch	\$19.08
00086728 TARGET 00020420 - Purch	\$21.81
00086733 EXXONMOBIL 48026660 - Purch	\$17.37
00086754 KUM & GO #964 - Purchase	\$40.41
00086764 ROCKY MOUNTAIN CHOCOLA - Purch	\$13.97
00086783 EXXONMOBIL 48219554 - Purch	\$38.70
00086837 NUDO - Purchase	\$16.00
00086851 BOURBON STREET OYSTER - Purcha	\$30.18
00086857 PIZZA RITA INC - Purchase	\$21.75
00086865 SQ SQ BEN'S - Purch	\$16.17
00086875 JACK IN THE BOX 8461 - Purchas	\$6.30
00086900 TOMATO STREET AT THE F - Purch	\$38.00
00086904 TWISTERS EATERY - Purchase	\$36.81
00086929 STARBUCKS STORE 21239 - Purcha	\$5.93
00086957 QUIZNOS GEG - Purchase	\$14.53
00086961 VZWRLSS IVR VB - Purchase	\$880.22
00086962 H3 RANCH - Purchase	\$14.94
00086968 COCHINITO TAQUERIA - Purchase	\$21.27
00086976 VZWRLSS IVR VB - Purchase	\$840.21
00086996 SQ SQ BEN'S - Purch	\$29.89

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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00087000 ATLAS REPRODUCTION INC - Purch	\$60.07
00087003 RICOH USA, INC - Purchase	\$59.17
00087027 UNIFORMS 2 GEAR - Purchase	\$292.80
00087028 VINTAGE WASHINGTON GEG - Purch	\$29.00
00087049 HON ASI GUN HBF PAO MA - Purch	\$2,659.23
00087061 MOUNTAIN STATES LITHOG - Purch	\$861.99
00087070 SUBWAY 00567792 - Purch	\$7.90
00087072 SQ SQ BEN'S - Purch	\$69.64
00087073 MOUNTAIN STATES LITHOG - Purch	\$55.10
00087077 WM SUPERCENTER #1617 - Purchas	\$110.06
00087091 SOURCE OFFICE - VITAL - Purcha	\$279.12
00087091 SOURCE OFFICE - VITAL - Purcha	\$162.09
00087109 GALLS - Purchase	\$1,471.25
00087116 AMARILLO STOP CNT 30 - Purchas	\$50.71
00087135 BEST WESTERN WINDSOR I - Purch	\$77.97
00087137 RRC COLLISION CENTER - Purchas	\$27.50
00087155 PILOT 00006213 - Purch	\$18.46
00087172 LOAF N JUG #0057 - Purchase	\$40.51
00087176 LEEANN CHIN #020 EDEN - Purcha	\$13.72
00087179 RAY J S AMERICAN GRILL - Purch	\$30.19
00087183 BAILEYS ACE HDWE - Purchase	\$7.17
00087188 CARIBOU COFFEE CO #115 - Purch	\$14.00
00087194 UNITED 01626030023715 - Pur	\$30.00
00087218 WM SUPERCENTER #3778 - Purchas	\$16.22
00087227 CARIBOU COFFEE CO #112 - Purch	\$14.60
00087228 PILOT 00007591 - Purch	\$39.45
00087240 BAKERS RIBS - Purchase	\$12.37
00087257 CARIBOU COFFEE CO #115 - Purch	\$8.65
00087294 PORTILLOS HOT DOGS #50 - Purch	\$13.69
00087298 TWISTERS TWO, INC - Purchase	\$374.40
00087320 HOLIDAY STATIONS 0402 - Purcha	\$41.16
00087339 BAKERS RIBS - Purchase	\$20.42
00087349 LOVE S COUNTRY00002204 - Purch	\$30.53
00087351 PIZZA LUCE - Purchase	\$23.19
00087359 E&F HOLDING CO. - Purchase	\$75.00
00087364 CAMP GUERNSEY - Purchase	\$450.00
00085305 GALLS - Purchase	\$14.69
00086742 HYATT REGENCY LOUISVIL - Purch	\$1,005.20
00086866 MARATHON PETRO149088 - Purchas	\$13.35
00086889 UNITED 01626024236863 - Pur	\$30.00
00086906 SUBWAY 05350061 - Purch	\$12.07
00086915 JERSEY MIKES 13002 - Purchase	\$12.24
00086919 PP WASCOP - Purchase	\$185.00

# Bills & Claims

04/17/2019 to 05/07/2019

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00086944 APPLEBEES 786498678642 - Purch	\$22.21
00086947 REDUCING THE SCHOOL-TO - Purch	\$75.00
00086958 SAMS CLUB #6425 - Purchase	\$147.04
00086959 TUCCIS FIE N COAL PIZZ - Purch	\$31.84
00086981 UNITED 01624476387306 - Pur	\$448.10
00087002 JERSEY MIKES 13002 - Purchase	\$15.25
00087026 JERSEY MIKES 13002 - Purchase	\$12.88
00087046 JERSEY MIKES 13002 - Purchase	\$13.20
00087093 1571 Dominos Pizza - Purchase	\$17.95
00087094 SAMS CLUB #6425 - Purchase	\$9.12
00087097 WPB 1064B FLAGLER GOUR - Purch	\$3.95
00087113 CRAZY BUFFET - Purchase	\$24.39
00087114 HOTSHOTS SPORTS BAR & - Purcha	\$11.84
00087121 UNITED 01626029097626 - Pur	\$70.00
00087123 SAMSCLUB #6425 - Purchase	\$51.68
00087124 DOOLEY ENTERPRISES INC - Purch	\$9,339.32
00087125 MAMMA MIA S ON THE BEA - Purch	\$16.22
00087130 TWIN PEAKS WEST PALM - Purchas	\$17.97
00087131 WM SUPERCENTER #3778 - Purchas	\$18.98
00087140 BUDGET RENT-A-CAR - Purchase	\$244.39
00087144 MARATHON PETRO149088 - Purchas	\$4.00
00087146 HAMPTON INNS - Purchase	\$768.20
00087147 MARATHON PETRO148866 - Purchas	\$21.50
00087154 C1-CIBO EXPRESS C71 - Purchase	\$20.73
00087162 UNITED 01626028945564 - Pur	\$30.00
00087163 SAMS CLUB #6425 - Purchase	\$75.45
00087169 STONE SUMMIT STEAK & S - Purch	\$26.21
00087178 PANERA BREAD #601026 P - Purch	\$15.96
00087184 HOTSHOTS SPORTS BAR & - Purcha	\$21.05
00087198 BUDGET RENT ACAR TOLLS - Purch	\$28.99
00087199 SUBWAY 03116324 - Purch	\$35.43
00087213 SUBWAY 03116324 - Purch	\$15.20
00087219 LAW ENFORCEMENT SEMINA - Purch	\$350.00
00087230 DANNER-LACROSSE - Purchase	\$90.00
00087246 SUBWAY 03116324 - Purch	\$5.03
00087273 THE TATTOOED DOG - Purchase	\$16.13
00087286 WWW.THEDRONEU.COM - Purchase	\$3,894.00
00087291 STARBUCKS A-05 STL - Purchase	\$9.79
00087305 BUDGET RENT-A-CAR - Purchase	\$170.62
00087307 CASPER COLLEGE - Purchase	\$62.50
00087325 HOTELS.COM157980455933 - Purch	\$876.31
00087326 HEIDIS BROOKLYN DELI - Purchas	\$11.66
00087336 BROWNELLS INC - Purchase	\$41.00



# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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00087344 UNITED 01626032578310 - Pur	\$70.00
00087373 PUBLIC AGENCY TRAINING - Purch	\$1,050.00
00087377 UNITED 01626034727914 - Pur	\$30.00
00087378 BUDGET RENT-A-CAR - Purchase	\$570.56
00087380 BEST FRIENDS ANIMAL HE - Purch	\$179.68
00087389 FEDEX 94030011 - Purchase	\$31.02
00087397 BARKERS BAR & GRILL - Purchase	\$18.72
00087410 CARIBOU COFFEE CO #115 - Purch	\$5.77
00087415 CARBONES PIZZERIA & PU - Purch	\$16.87
00087423 MINNEAPOLIS AIRPORT - Purchase	\$6.25
00087426 ALTITUDE VETERINARY HO - Purch	\$53.00
00087428 ALL CREATURES VETERINA - Purch	\$246.40
00086592 ATLAS REPRODUCTION INC - Purch	\$110.61
00086602 JAMAR TECHNOLOGIES INC - Purch	\$12,100.00
00086605 COCA COLA BOTTLING CO - Purcha	\$336.82
00086607 E&F HOLDING CO. - Purchase	\$120.00
00086618 SOURCE OFFICE - VITAL - Purcha	\$942.48
00086647 UNIFORMS 2 GEAR - Purchase	\$1,040.40
00086664 FEDEX 93067842 - Purchase	\$21.42
00086684 AT&T BILL PAYMENT - Purchase	\$6,777.77
00086685 EXPERIAN EXP PAY CC - Purchase	\$46.68
00086722 UNITED 01624466504065 - Pur	\$564.10
00086727 UNIFORMS 2 GEAR - Purchase	\$355.26
00086749 GALLS - Purchase	\$4,959.75
00086800 R & R REST STOPS - Purchase	\$156.92
00086022 SAMSCLUB #6425 - Purchase	\$47.00
00086436 SAMSCLUB #6425 - Purchase	\$60.42
00086849 BUDGET RENT-A-CAR - Purchase	\$317.11
00086596 NETWORK FLEET. INC. - Purchase	\$132.65
00086843 DIAMOND VOGEL PAINT #7 - Purch	\$40.88
00086941 DIAMOND VOGEL PAINT #7 - Purch	\$26.09
00087139 IHR IHIRE.COM - Purchase	\$265.00
00086421 Cardinal Hall of Fame - Purcha	\$36.75
00086546 GUYS SMOKEHOUSE - Purchase	\$29.25
00087433 WESTERN WYOMING LOCK & - Purch	\$12.00
00087434 BAILEYS ACE HDWE - Credit	-\$2.39
00087441 MOUNTAIN STATES LITHOG - Purch	\$60.50
00087447 BAILEYS ACE HDWE - Purchase	\$2.39
<b>Subtotal for Cost Center Police:</b>	<b>\$60,697.46</b>
00086913 FACEBK 87CQKKJEG2 - Purchase	\$25.00
00087050 SILVER FOX STEAKHOUSE - Purcha	\$445.96
00087238 STAPLES DIRECT - Credit	-\$34.19

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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00087419 WM SUPERCENTER #3778 - Purchas	\$88.73
00087193 SPORTSMANS WAREHOUSE 1 - Purch	\$81.96
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$607.46</b>
00085910 CASPER WINNELSON CO - Purchase	\$27.47
00085925 CASPER WINNELSON CO - Purchase	\$54.47
00085951 HQ SOUTHERN BBQ LLC - Purchase	\$89.75
00085961 HQ SOUTHERN BBQ LLC - Purchase	\$21.50
00087062 HQ SOUTHERN BBQ LLC - Purchase	\$102.25
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$295.44</b>
00087111 NORCO INC - Purchase	\$253.29
00087255 WEISSMAN DESIGNS FOR D - Purch	\$80.48
00086772 DOLLAR TREE - Purchase	\$4.00
00086772 DOLLAR TREE - Purchase	\$54.00
00087343 SAMSClub #6425 - Purchase	\$85.86
00086411 REVDANCE/TENTH HOUSE - Purchas	\$715.86
00086435 REVDANCE/TENTH HOUSE - Purchas	\$125.90
00086475 WEISSMAN DESIGNS FOR D - Purch	\$883.76
00086601 AMZN MKTP US MW64H8BN2 - Purch	\$118.41
00086635 AMZN MktP US MW27V56S2 - Purch	\$71.34
00086716 BAILEYS ACE HDWE - Purchase	\$13.99
00086809 CPS DISTINCCASPER2530 - Purcha	\$97.08
00086845 PAYPAL CITYLARAMIE - Purchase	\$240.00
00086902 CPS DISTINCCASPER2530 - Purcha	\$42.92
00086963 S&S WORLDWIDE, INC. - Purchase	\$4.98
00086985 INT IN GOEDICKE'S CUS - Purch	\$74.00
<b>Subtotal for Cost Center Recreation:</b>	<b>\$2,865.87</b>
00086793 BAILEYS ACE HDWE - Purchase	\$9.49
00086914 JACKS TRUCK AND EQUIPM - Purch	\$1,289.43
00086969 MCCOY SALES CORPORATIO - Purch	\$254.01
00086991 ONLINECOMPONENTS.COM - Purchas	\$50.41
00086993 CASPER TIRE 0000705 - Purchase	\$35.00
00087018 MENARDS CASPER WY - Purchase	\$16.69
00087039 PACIFIC HIDE AND FUR # - Purch	\$1,089.50
00087088 JACKS TRUCK AND EQUIPM - Purch	\$137.64
00087168 CASPER COLLEGE - Purchase	\$62.50
00087189 JACKS TRUCK AND EQUIPM - Purch	\$99.00
00087204 CMI TECO - Purchase	\$1,321.59
00087205 CMI TECO - Purchase	\$826.73
00087206 CMI TECO - Purchase	\$1,038.75
00087211 CMI TECO - Purchase	\$1,080.61

# Bills & Claims

04/17/2019 to 05/07/2019

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00087215 CMI TECO - Purchase	\$1,094.69
00087217 CMI TECO - Purchase	\$2,711.00
00087226 CMI TECO - Purchase	\$824.92
00087232 CMI TECO - Purchase	\$186.30
00087235 CMI TECO - Purchase	\$1,051.25
00087236 CMI TECO - Purchase	\$2,293.93
00087250 CMI TECO - Purchase	\$1,056.39
00087252 CMI TECO - Purchase	\$941.45
00087261 CMI TECO - Purchase	\$326.03
00087266 SAMS CLUB #6425 - Purchase	\$256.48
00087342 CASPER TIRE 0000705 - Purchase	\$35.00
00087370 CASPER TIRE 0000705 - Purchase	\$35.00
00087445 USPS PO 5715580945 - Purchase	\$13.70
00087466 CMI TECO - Purchase	\$1,082.84
00087482 CMI TECO - Purchase	\$935.09
00087494 CMI TECO - Purchase	\$143.52
00087509 CMI TECO - Purchase	\$376.24
00087527 CMI TECO - Purchase	\$235.37
00086286 ATLAS REPRODUCTION INC - Purch	\$7.00
00086596 NETWORK FLEET. INC. - Purchase	\$585.50
00086636 WYOMING STEEL, RECYC - Purchas	\$4,896.90
00086645 DECKER AUTO GLASS - Purchase	\$188.71
00086655 CMI-TECO - Purchase	\$73.80
00086660 CASPER TIN SHOP - Purchase	\$158.85
00086676 CONOCO - HOMAX OIL SAL - Purch	\$138.45
00086743 SUTHERLANDS 2219 - Purchase	\$42.90
00086755 DOG WASTE DEPOT - Purchase	\$1,179.90
00086773 SKILLPATH / NATIONAL - Purchas	\$99.00
00086822 JACKS TRUCK AND EQUIPM - Purch	\$640.62
00086925 SWANA CAREER CENTER - Purchase	\$200.00
00087008 SAMSCLUB #6425 - Purchase	\$42.93
00085279 ADOBE CREATIVE CLOUD - Purcha	\$41.99
00086468 ADOBE CREATIVE CLOUD - Purcha	\$41.99
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$29,249.09</b>
00086977 TOWNSQ MEDIA CASPER - Purchase	\$495.00
00087323 BAILEYS ACE HDWE - Purchase	\$19.47
00087331 GRAINGER - Purchase	\$22.38
00087406 NORCO INC - Purchase	\$17.39
00086973 GRAINGER - Purchase	\$129.41
00086596 NETWORK FLEET. INC. - Purchase	\$56.85
00086943 CASPER STAR TRIBUNE - Purchase	\$223.12
00086717 BAILEYS ACE HDWE - Purchase	\$20.97

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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00086734 GREENS SEWER AND DRAIN - Purch	\$165.00
00086825 AIRGAS CENTRAL - Purchase	\$31.77
<b>Subtotal for Cost Center Sewer:</b>	<b>\$1,181.36</b>
00087476 WEAR PARTS INC - Purchase	\$7.35
00087511 DIAMOND VOGEL PAINT #7 - Purch	\$39.06
00086420 3 AGAVES RESTAURANT - Purchase	\$17.85
00086481 3 AGAVES RESTAURANT - Purchase	\$17.85
00086508 TST HUHOT MONGOLIAN G - Purch	\$19.85
00086536 TST HUHOT MONGOLIAN G - Purch	\$19.85
00086643 SCHOOL HOUSE KITCHEN A - Purch	\$22.34
00086688 SCHOOL HOUSE KITCHEN A - Purch	\$24.00
00086700 STICKY FINGERS HOUSE - Purchas	\$18.42
00086715 BENNETTS BAR-B-QUE ARV - Purch	\$21.71
00086720 STICKY FINGERS HOUSE - Purchas	\$21.01
00086741 EXXONMOBIL 48262109 - Purch	\$65.14
00086760 BENNETTS BAR-B-QUE ARV - Purch	\$24.00
00086762 HOLIDAY INN EXPRESS & - Purcha	\$257.69
00086815 CASPER CONTRACTORS SUP - Purch	\$38.00
00086596 NETWORK FLEET. INC. - Purchase	\$473.75
00086885 BEARING BELTCHAIN00244 - Purch	\$18.96
00086934 CASPER STAR TRIBUNE - Purchase	\$514.32
00086951 WAGNER'S OUTDOOR OUTFI - Purch	\$39.76
00086989 TAPCO - Purchase	\$1,621.85
00087010 TOP OFFICE PRODUCTS IN - Purch	\$81.40
00087012 VZWRLSS IVR VB - Purchase	\$40.01
00087029 MENARDS CASPER WY - Purchase	\$24.99
00087030 RMI WYOMING INC - Purchase	\$68.00
00087044 THE HOME DEPOT #6001 - Purchas	\$73.78
00087053 THE HOME DEPOT #6001 - Purchas	\$42.72
00087068 THE HOME DEPOT #6001 - Purchas	\$22.74
00087079 THE HOME DEPOT #6001 - Credit	-\$68.80
00087087 DENVER INDUSTRIAL SALE - Purch	\$921.78
00087095 ALPINE MOTOR SPORTS - Purchase	\$424.95
00087106 RMI WYOMING INC - Purchase	\$219.06
00087267 BAILEYS ACE HDWE - Purchase	\$12.76
00087278 ECONOLITE - Purchase	\$8,300.00
00087438 BAILEYS ACE HDWE - Purchase	\$32.57
<b>Subtotal for Cost Center Streets:</b>	<b>\$13,478.72</b>
00086234 AMERIGAS PRODUCT - Purchas	\$201.59
00087259 HOSE & RUBBER SUPPLY C - Purch	\$133.84
00087265 GRAINGER - Purchase	\$208.92

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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00087299 HOSE & RUBBER SUPPLY C - Purch	\$51.34
00087340 CRUM ELECTRIC SUPPLY C - Purch	\$9.24
00087402 NORCO INC - Purchase	\$865.00
00087425 BACKFLOW PREVENTION SU - Purch	\$493.23
00087442 OWPSACSTATE - Purchase	\$115.00
00087455 BAILEYS ACE HDWE - Purchase	\$47.70
00087464 WATERWORKS IND 2697 - Purchase	\$44.45
00087473 MCMASTER-CARR - Purchase	\$403.34
00087483 FERGUSON ENT #3069 - Purchase	\$40.99
00087518 BAILEYS ACE HDWE - Purchase	\$14.67
00087530 WEAR PARTS INC - Purchase	\$11.34
00086615 FLAGS IMPORTER CORP - Purchase	\$146.00
00086753 ELECTRIC SERVICE CO - Purchase	\$1,858.00
00087007 RESPOND FIRST AID OF W - Purch	\$120.98
00087038 CASPER WINNELSON CO - Purchase	\$122.41
00087040 CRUM ELECTRIC SUPPLY C - Purch	\$121.41
00087081 CASPER CONTRACTORS SUP - Purch	\$18.91
00087129 FOREMANS QUALITY MACHI - Purch	\$1,158.70
00087138 PARTMASTER - Purchase	\$548.04
00087222 LOUS GLOVES INC - Purchase	\$415.00
00087239 SAMSClub #6425 - Purchase	\$78.90
00086977 TOWNSQ MEDIA CASPER - Purchase	\$495.00
00086634 NORCO INC - Purchase	\$79.75
00086682 WYOMING ASSOCIATION OF - Purch	\$445.00
00086695 MICHAELSFENCE&SUPPLYIN - Purch	\$70.68
00086699 GRAINGER - Purchase	\$161.00
00086721 HACH COMPANY - Purchase	\$206.87
00086770 COGENT - Purchase	\$7,343.00
00086785 OWPSACSTATE - Purchase	\$50.00
00086796 LUBRICATION ENGINEERS - Purcha	\$271.15
00086834 CRUM ELECTRIC SUPPLY C - Purch	\$45.12
00086918 USPS PO 5715580478 - Purchase	\$16.70
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$16,413.27</b>
00085674 AMERIGAS PRODUCT - Purchas	\$35.84
00087020 POLLARDWATER.COM #3325 - Purch	\$288.25
00087290 UNION WIRELESS - Purchase	\$128.98
00087301 ENERGY LABORATORIES IN - Purch	\$660.00
00087306 TRACTOR SUPPLY CO #199 - Purch	\$99.99
00087367 BEARING BELTCHAIN00244 - Purch	\$92.85
00087395 SUTHERLANDS 2219 - Purchase	\$149.70
00087437 WATERWORKS IND 2697 - Purchase	\$111.96
00087451 ENERGY LABORATORIES IN - Purch	\$27.00

# Bills & Claims

04/17/2019 to 05/07/2019

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00087453 ENERGY LABORATORIES IN - Purch	\$374.00
00087461 DANA KEPNER CO. - Purchase	\$945.00
00087474 WATERWORKS IND 2697 - Credit	-\$111.96
00087495 WATERWORKS IND 2697 - Purchase	\$92.65
00087501 NORCO INC - Purchase	\$104.80
00087054 GEORGE T SANDERS 20 - Purchase	\$14.66
00087076 SAMSCLUB #6425 - Purchase	\$344.63
00087102 NORCO INC - Purchase	\$2,136.00
00087103 NORCO INC - Purchase	\$6,440.00
00087118 CASPER COLLEGE - Purchase	\$62.50
00087122 ATLAS OFFICE PRODUCTS - Purcha	\$20.86
00087126 GRAINGER - Purchase	\$14.20
00087128 NORCO INC - Purchase	\$5,272.87
00087136 ENERGY LABORATORIES IN - Purch	\$352.00
00087208 INBERG-MILLER ENGINEER - Purch	\$261.50
00087233 DANA KEPNER CO. - Purchase	\$933.68
00087237 ENERGY LABORATORIES IN - Purch	\$27.00
00086613 WATERWORKS IND 2697 - Purchase	\$1,312.40
00086627 AT&T BILL PAYMENT - Purchase	\$82.52
00086637 WATERWORKS IND 2697 - Purchase	\$975.00
00086653 WATERWORKS IND 2697 - Purchase	\$1,790.97
00086680 INTUIT IN PEDENS INC - Purch	\$272.00
00086687 WYOMING ASSOCIATION OF - Purch	\$60.00
00086694 ABRASIVE SALES - Purchase	\$235.00
00086707 CONOCO - HOMAX OIL SAL - Purch	\$219.90
00086748 CRUM ELECTRIC SUPPLY C - Purch	\$50.88
00086761 SUTHERLANDS 2219 - Purchase	\$10.48
00086777 SUTHERLANDS 2219 - Credit	-\$0.50
00086802 INBERG-MILLER ENGINEER - Purch	\$463.00
00086830 ENERGY LABORATORIES IN - Purch	\$374.00
00086839 TOP OFFICE PRODUCTS IN - Purch	\$201.24
00086844 SUTHERLANDS 2219 - Purchase	\$13.76
00086596 NETWORK FLEET. INC. - Purchase	\$151.60
00086861 GEORGE T SANDERS 20 - Purchase	\$4.16
00086916 NORCO INC - Purchase	\$30.44
00086923 BEARING BELTCHAIN00244 - Purch	\$76.98
00086928 ROCKY MOUNTAIN SECTION - Purch	\$50.00
00086960 ADVANCED HYDRAULIC & M - Purch	\$103.00
00086966 ENERGY LABORATORIES IN - Purch	\$330.00
00087019 ANDERSON SEISMOGRAPH B - Purch	\$220.00
00087031 DANA KEPNER CO. - Purchase	\$147.50
00086516 GUNNERS METERS - Purchase	\$770.00
00086555 CORE & MAIN LP 518 - Purchase	\$1,069.43

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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00086574 CORE & MAIN LP 518 - Purchase	\$2,899.76
00086667 MSPS - Purchase	\$6,165.05
00086404 ALBERTSONS #0062 - Purchase	\$14.26
<b>Subtotal for Cost Center Water:</b>	<b>\$36,971.79</b>

00087318 EUROFINS EATON ANALYTI - Purch	\$100.00
00087363 COASTAL CHEMICAL CO LL - Purch	\$97.45
00087150 SMITHS FOOD #4185 - Purchase	\$55.93
00087175 SMITHS FOOD #4185 - Purchase	\$15.97
00087203 ENERGY LABORATORIES IN - Purch	\$231.00
00087244 CASPER STAR TRIBUNE - Purchase	\$43.54
00087275 CASPER FORD LINCOLN - Purchase	\$304.82
00087287 HARDEES 1503902 - Purchase	\$50.00
00086617 COASTAL CHEMICAL CO LL - Purch	\$61.21
00086657 BEARING BELTCHAIN00244 - Purch	\$68.74
00086671 GRAINGER - Purchase	\$732.32
00086758 MCCOY SALES CORPORATIO - Purch	\$189.05
00086986 WEAR PARTS INC - Purchase	\$67.12
00086988 ENERGY LABORATORIES IN - Purch	\$57.00
00086782 RESPOND FIRST AID OF W - Purch	\$49.25
00086807 ATLAS OFFICE PRODUCTS - Purcha	\$260.35
00086821 THE HOME DEPOT #6001 - Purchas	\$22.75
00086847 ENERGY LABORATORIES IN - Purch	\$22.00
00086871 UPS 0000008F045W149 - Purchase	\$138.07
00086882 FERGUSON ENT #3069 - Purchase	\$111.80
00086901 ENERGY LABORATORIES IN - Purch	\$231.00
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$2,909.37</b>

00087105 CASPER COLLEGE - Purchase	\$125.00
00086571 HARBOR FREIGHT TOOLS 3 - Credi	-\$14.99
00086595 HARBOR FREIGHT TOOLS 3 - Purch	\$51.95
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$161.96</b>

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<b>Vendor Subtotal:</b>	<b>\$331,969.62</b>
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## PEPIN, JESSIE/JONES, CHAD

0032982757 UTILITY REFUND	\$75.00
<b>Subtotal for Cost Center Water:</b>	<b>\$75.00</b>

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<b>Vendor Subtotal:</b>	<b>\$75.00</b>
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## PEPSI COLA OF CASPER

2105002935 CONCESSIONS	-\$50.00
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# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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2105002941 CONCESSIONS	-50.00
2199064173 CONCESSIONS	\$213.00
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$113.00</b>

<b>Vendor Subtotal:</b>	<b>\$113.00</b>
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## PHILIP WENDLING

RIN0029487 TRAVEL REIMBURSEMENT	\$257.24
<b>Subtotal for Cost Center Police:</b>	<b>\$257.24</b>

<b>Vendor Subtotal:</b>	<b>\$257.24</b>
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## PINNACLE CONSTRUCTION

RIN0029499 1024 ST.JOHN STREET	\$10,939.13
RIN0029499 1024 ST.JOHN STREET	\$8,526.87
<b>Subtotal for Cost Center CDBG:</b>	<b>\$19,466.00</b>

<b>Vendor Subtotal:</b>	<b>\$19,466.00</b>
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## POSTAL PROS SOUTHWEST INC

52155A UTILITY BILLING	\$2,157.62
6041 UTILITY BILLING	\$2,784.86
6032 UTILITY BILLING	\$254.06
6018 UTILITY BILLING	\$3,455.71
6024 UTILITY BILLING	\$4,205.26
6015 UTILITY NEWSLETTER	\$1,365.00
<b>Subtotal for Cost Center Finance:</b>	<b>\$14,222.51</b>

52155A UTILITY BILLING	\$894.00
<b>Subtotal for Cost Center Water:</b>	<b>\$894.00</b>

<b>Vendor Subtotal:</b>	<b>\$15,116.51</b>
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## POWER EQUIPMENT CORP.

S26001883-1 OPS SUPPLIES FOR WASTE HANDLER	\$915.46
W26000877-1 REPLACE BELTS UNIT 141403	\$12,810.92
<b>Subtotal for Cost Center Balefill:</b>	<b>\$13,726.38</b>

<b>Vendor Subtotal:</b>	<b>\$13,726.38</b>
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## PRINTWORKS

11786 CEASE & DESIST/JUNK VEHICLE	\$502.99
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$502.99</b>



# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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**Vendor Subtotal:** **\$502.99**

**PUBLIC SAFETY**

734/173296 PSCC MONTHLY USER FEE \$5,090.90

**COMMUNICATIONS CENTER**

**Subtotal for Cost Center Metro Animal:** **\$5,090.90**

1276/173297 PSCC MONTHLY USER FEE \$533.60

**Subtotal for Cost Center Water:** **\$533.60**

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**Vendor Subtotal:** **\$5,624.50**

**RECYCLED MATERIALS, LLC.**

1255 ASBESTOS INSPECTION \$775.00

**Subtotal for Cost Center Code Enforcement:** **\$775.00**

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**Vendor Subtotal:** **\$775.00**

**RICHARD SCHWAHN**

RIN0029496 EUTHANASIA TRAINING \$600.00

**Subtotal for Cost Center Metro Animal:** **\$600.00**

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**Vendor Subtotal:** **\$600.00**

**ROBERT WEANT**

RIN0029490 REFUND \$291.07

**Subtotal for Cost Center Water:** **\$291.07**

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**Vendor Subtotal:** **\$291.07**

**ROCKY MOUNTAIN POWER**

RIN0029458 LANDFILL REMEB PROGRAM \$462.59

**Subtotal for Cost Center Balefill:** **\$462.59**

AP000246041219 ELECTRICITY \$328.34

**Subtotal for Cost Center Fire:** **\$328.34**

AP000157040819 ELECTRICTY \$2,483.01

**Subtotal for Cost Center Golf Course:** **\$2,483.01**

AP000161040819 ELECTRICITY \$2,022.19

AP000236041019 ELECTRICTY \$59.13

AP000181040819 ELECTRICITY \$2,626.51

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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**Subtotal for Cost Center Parks:** **\$4,707.83**

AP000170040519 ELECTRICITY \$67.73

**Subtotal for Cost Center Streets:** **\$67.73**

AP000165040819 ELECTRICITY \$38,464.67

AP000243040819 ELECTRICITY \$596.64

**Subtotal for Cost Center Water:** **\$39,061.31**

RIN0029483 ENERGY- ELECTRICITY \$40,767.09

RIN0029483 ENERGY- ELECTRICITY \$7,949.06

**Subtotal for Cost Center Water Treatment Plant:** **\$48,716.15**

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**Vendor Subtotal:** **\$95,826.96**

## SAM DUNNUCK

082720 UNIFORM REIMBURSEMENT \$191.69

**Subtotal for Cost Center Police:** **\$191.69**

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**Vendor Subtotal:** **\$191.69**

## SAM'S PLUMBING

RIN0029508 LIFESTEPS WATER HEATER \$17,350.00

**Subtotal for Cost Center Life Steps Campus:** **\$17,350.00**

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**Vendor Subtotal:** **\$17,350.00**

## SCOTT ZIMMERMAN

RIN0029497 CLOTHING REIMBURSEMENT \$72.47

**Subtotal for Cost Center Parks:** **\$72.47**

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**Vendor Subtotal:** **\$72.47**

## STANTEC CONSULTING SVCS INC.

1497216 AMENDEMENT #1 - N. PLATTE RIVE \$13,813.38

**Subtotal for Cost Center Streets:** **\$13,813.38**

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**Vendor Subtotal:** **\$13,813.38**

## STATELINE NO 7 ARCHITECTS

1794 #19-006 CITY HALL RENOVATIONS \$2,405.00

**Subtotal for Cost Center Buildings & Structures:** **\$2,405.00**

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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	<b>Vendor Subtotal:</b>	<b>\$2,405.00</b>
<b>SWIFT, JAIMIE</b>	0032982758 UTILITY REFUND	\$33.32
	<b>Subtotal for Cost Center Water:</b>	<b>\$33.32</b>
	<b>Vendor Subtotal:</b>	<b>\$33.32</b>
<b>TAWNY ARELLANO</b>	RIN0029506 PENSION REFUND	\$156.52
	<b>Subtotal for Cost Center Police:</b>	<b>\$156.52</b>
	<b>Vendor Subtotal:</b>	<b>\$156.52</b>
<b>THIRTY THREE MILE ROAD IMPROVEMENT &amp; SVS DIST</b>	7759 SEWER LINE FLUSHING WATER	\$787.36
	<b>Subtotal for Cost Center Sewer:</b>	<b>\$787.36</b>
	<b>Vendor Subtotal:</b>	<b>\$787.36</b>
<b>TOM TUCKER</b>	RIN0029472 CLOTHING ALLOWANCE- BOOTS	\$75.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$75.00</b>
	<b>Vendor Subtotal:</b>	<b>\$75.00</b>
<b>TOP OFFICE PRODUCTS</b>	173234 COPY CHARGE MARCH 2019	\$163.40
	<b>Subtotal for Cost Center Waste Water:</b>	<b>\$163.40</b>
	<b>Vendor Subtotal:</b>	<b>\$163.40</b>
<b>TRANSMISSION DISTRIBUTION SERVICE</b>	RIN0029517 RETURN SECURITY PROJ 18-074	\$5,071.74
	<b>Subtotal for Cost Center General - Engineering:</b>	<b>\$5,071.74</b>
	<b>Vendor Subtotal:</b>	<b>\$5,071.74</b>
<b>TRAVIS GARCIA</b>	SC3899665 DISTRIB. SYSTMS LEVEL 1 EXAM	\$100.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$100.00</b>
	<b>Vendor Subtotal:</b>	<b>\$100.00</b>

# Bills & Claims

04/17/2019 to 05/07/2019

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<b>TWEED'S WHOLESALE</b>	376116 CRC CUSTODIAL	\$585.09
	<b>Subtotal for Cost Center Recreation:</b>	<b>\$585.09</b>
	<b>Vendor Subtotal:</b>	<b>\$585.09</b>
<b>VISION SVC. PLAN</b>	806529692 BENEFITS	\$88.44
	806656012 BENEFITS	\$1,133.80
	<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$1,222.24</b>
	<b>Vendor Subtotal:</b>	<b>\$1,222.24</b>
<b>WAYNE MILLER</b>	RIN0029504 GOLF SEASON PASS REFUND	\$575.00
	<b>Subtotal for Cost Center Golf Course:</b>	<b>\$575.00</b>
	<b>Vendor Subtotal:</b>	<b>\$575.00</b>
<b>WENTZ, AMBERLY</b>	0033019237 UTILITY REFUND	\$46.05
	<b>Subtotal for Cost Center Water:</b>	<b>\$46.05</b>
	<b>Vendor Subtotal:</b>	<b>\$46.05</b>
<b>WESTWOOD, DELLA</b>	0033019238 UTILITY REFUND	\$44.56
	<b>Subtotal for Cost Center Water:</b>	<b>\$44.56</b>
	<b>Vendor Subtotal:</b>	<b>\$44.56</b>
<b>WH LLC</b>	2049 #18-011 CONSULTING/ENG CRL	\$585.00
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$585.00</b>
	<b>Vendor Subtotal:</b>	<b>\$585.00</b>
<b>WLC ENGINEERING - SURVEYING - PLANNING</b>	2019-10154 #16-051 HIGHLAND PARK CEMETER	\$3,659.06
	<b>Subtotal for Cost Center Cemetery:</b>	<b>\$3,659.06</b>
	2019-10216 PLATTE REVIEW ASH ST COMMONS	\$145.00

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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**Subtotal for Cost Center Engineering:** **\$145.00**

2019-10172A WEST CASPER ZONE II WATER SYST \$410.21

2019-10172A WEST CASPER ZONE II WATER SYST \$202.04

**Subtotal for Cost Center Water:** **\$612.25**

**Vendor Subtotal:** **\$4,416.31**

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## WOOD, SEBASTIAN

0032982759 UTILITY REFUND \$41.75

**Subtotal for Cost Center Water:** **\$41.75**

**Vendor Subtotal:** **\$41.75**

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## WY. CONFERENCE OF MUNICIPAL COURTS

RIN0029489 CONFERENCE FEES \$225.00

**Subtotal for Cost Center Municipal Court:** **\$225.00**

**Vendor Subtotal:** **\$225.00**

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## WY. DEPT. OF TRANSPORTATION

0000107177 CONSTRUCTION SVCS I-25/SHOSHON \$24.06

0000107794 CONSTRUCTION SVCS I-25/SHOSHON \$45.35

**Subtotal for Cost Center Parks:** **\$69.41**

**Vendor Subtotal:** **\$69.41**

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## WY. RETIREMENT SYSTEM-POLICE

RIN0029505 LAW PENSION \$104,441.14

RIN0029505 CREDIT EMPLOYEE PAYROLL ERROR -\$313.04

**Subtotal for Cost Center Police:** **\$104,128.10**

**Vendor Subtotal:** **\$104,128.10**

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## YOUTH CRISIS CENTER CORP.

ZT FEB 20 FY 19 AGENCY FUNDING \$15,000.00

**Subtotal for Cost Center Capital Projects - City Mgr:** **\$15,000.00**

**Vendor Subtotal:** **\$15,000.00**

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## YOUTH EMPOWERMENT COUNCIL

181231-9901 QRTR 2 AGENCY FUNDING \$5,625.00

180930-9901 QRTR 1 AGENCY FUNDING \$5,625.00

# Bills & Claims

City of Casper

04/17/2019 to 05/07/2019

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<b>COUNCIL</b>	<b>Subtotal for Cost Center Capital Projects - City Mgr:</b>	<b>\$11,250.00</b>
	<b>Vendor Subtotal:</b>	<b>\$11,250.00</b>
<b>ZUNESIS, INC.</b>	CASP-030719A 2 YEAR SUPPORT	\$16,600.01
	<b>Subtotal for Cost Center Information Services:</b>	<b>\$16,600.01</b>
	<b>Vendor Subtotal:</b>	<b>\$16,600.01</b>
	<b>Grand Total</b>	<b>\$1,746,612.94</b>

Approved By

On

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 05/07/19

**Payroll Disbursements**

4/17/19	FIRE PAYROLL	\$ 157,777.51
4/17/19	BENEFITS & DEDUCTIONS	\$ 29,583.46
4/18/19	CITY PAYROLL	\$ 1,070,901.79
4/18/19	BENEFITS & DEDUCTIONS	\$ 188,304.67
4/29/19	FIRE PAYROLL	\$ 164,053.09
4/29/19	BENEFITS & DEDUCTIONS	\$ 27,642.95

**Total Payroll** \$ 1,638,263.47

**Additional Fees**


**Total Fees** \$ -


**Additional Accounts Payable**

4/11/19	Pre-Writs: Utility Refunds, Sales Tax, Fees	
	Justin Adams	41.57
	Todd Christensen	19.16
	Britton Cooper	47.05
	Jena Edwards	27.30
	Lydia Ekin	56.07
	ICMA Retirement	600.00
	Alexis Lamb	238.10
	Jenna McBride	48.94
	Nicholas McDill	\$ 38.40
	Judy Mullen	\$ 32.29
	Kimberly Mullenix	\$ 5.77
	Norther Lights Manufacturing	\$ 8,640.00
	Luke Pertersen	\$ 42.67
	Rotary Club	\$ 60.00
	Lindsey Sharp	\$ 41.03
	State of WY- Dept of Revenue	\$ 305.01
	State of WY- Dept of Revenue	\$ 46,387.69
	Jeffrey Zapalac	\$ 56.62
	Global Spectrum - Postmodern Jukebox	\$ 36,799.53
	Global Spectrum - Breaking Benjamin	\$ 152,843.42
5/7/2019	Tyler Technologies - new software	\$106,644.75

**Total Additional AP** \$ 352,975.37

April 22, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Public Hearing and First Reading for amendment to the Mobile Vendor Parking Ordinance.

Meeting Type & Date

Regular Council Meeting  
May 7, 2019

Action Type

Public Hearing  
First Reading

Recommendation

That Council approve, on first reading, the Amendment to the Mobile Vendor Parking ordinance in Municipal Code 10.36.031.

Summary

In June of 2018, City Council approved the Mobile Vendor Parking Permit. This ordinance provided the means and regulation to allow a mobile vendor to reserve public parking spaces for private use. One of the restrictions placed on the Mobile Vendor Parking Permit is that signs informing the public of the reserved spaces cannot be displayed until two hours before the start time of the permit.

City Staff received a request from Shawn Houck of Frontier Brewing to amend this ordinance to allow signage to be placed on the curb or sidewalk the night before the requested closure. On Saturdays, there is no hourly time limit on parking which makes it hard to notify customers and business owners of the upcoming closure. By the time Frontier Staff can place signs out to notify patrons of the upcoming closure, cars are already parked in the reserved spots.

At the April 9, 2019 work session, City Council expressed their wishes to remove the two-hour restriction for positing notification of parking space closure in the downtown area, as the signs are used solely for notification purposes, and do not in any way block citizens from parking in the spots. City Council gave direction to allow the City Manager or his designee to determine the time allowed to post the notification.

Financial Considerations

No financial consideration.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Amended Ordinance 10.36.031



ORDINANCE NO. 10-19

AN ORDINANCE AMENDING A PORTION OF CHAPTER 10.36.031--MOBILE VENDOR PARKING

WHEREAS, the current Casper Municipal Code regarding the Mobile Vendor Parking requires a correction to allow the reservation of parking spots; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Section 10.36.031(c)(8) is amended as follows:

Section 10.36.031(C)(8) shall be amended to remove a line and insert a line which reads:

“Signs informing the public, of the reserved spacing pursuant to a MVPP, may be posted on the curb or sidewalk of reserved street parking spaces, ~~but such signs cannot be displayed until 30 minutes before the start time of the permit.~~ and the City Manager, or his or her designee, shall determine the earliest time that the sign may be placed.”

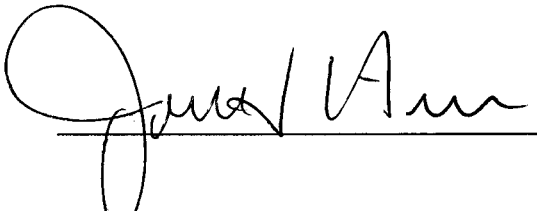
This Ordinance shall become effective on \_\_\_\_\_, 2019.

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED, APPROVED AND ADOPTED on 3<sup>rd</sup> and final reading the \_\_\_\_ of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

May 2, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tom Solberg, Fire Chief *TS*  
Mark Harshman, Deputy Chief *MHK*  
SUBJECT: An Ordinance amending Section 319 of the 2018 International Fire Code as adopted by the City of Casper, pertaining to Mobile Food Preparation.

Meeting Type & Date:

Regular Council Meeting, May 7, 2019

Action Type:

That Council amend by Ordinance the 2018 International Fire Code; Section 319.1 General, as follows:

Mobile food preparation vehicles, **food stands, pushcarts or trailers** that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section.

Summary:

Section 319 of the 2018 International Fire Code as adopted by the City of Casper, addresses Mobile Food Preparation Vehicles. The term “vehicles” in this case applies to motorized vehicles only. The proposed amendment brings food stands, pushcarts or trailers, which use the same type of cooking appliances, food preparation and cooking techniques under the same fire code requirements as Mobile Food Preparation Vehicles.

This amendment ensures that Mobile Food Preparation is conducted in a safe manner. All food preparation units would be inspected and permitted on an annual basis. The City of Casper Code Officials have inspected all food preparation units in years past with great success. The safety of our citizens and the vendor employees is our greatest obligation.

Financial Considerations:

None.

Oversight/Project Responsibility:

Casper Fire-EMS, Community Risk Reduction Officers

ORDINANCE NO. 11-19

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 15.40 –  
INTERNATIONAL FIRE CODE OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding The International Fire Code requires a technical correction and amendment for consistency;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Sections 15.40.010 and 15.40.080 of the Casper Municipal Code are hereby amended as follows:

Section 15.40.010, shall have inserted after the phrase “amended by Section 15.40.70” the phrase “and 15.40.080”.

Therefore, Section 15.40.010 shall state:

“Pursuant to the authority granted by Wyoming Statutes Section 15-1-119, as amended, there is adopted by the city, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the International Fire Code, published by the International Code Council being particularly the 2018 Edition thereof, including B, C, D, F, H, and I, save and except such portions are hereinafter deleted, modified, or amended by Section 15.40.070 and 15.40.080 of this chapter, hereinafter referred to as the International Fire Code. A copy of the International Fire Code is on file in the office of the city clerk and the office of the fire chief of the city.”

Section 15.40.080 shall be amended to add a new section “E.” which shall read:

E. Chapter 319.1 General to be amended to read:

“Mobile food preparation vehicles, food stand, push carts or trailers that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section.”

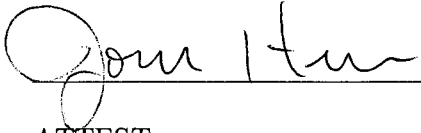
This Ordinance shall be effective \_\_\_\_\_, 2019.

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2019

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:



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ATTEST:

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Fleur D. Tremel  
City Clerk


CITY OF CASPER, WYOMING  
A Municipal Corporation

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Charles Powell  
Mayor

May 2, 2019

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

FROM: John Henley, City Attorney 

SUBJECT: Chapter 12.24.030 – Sidewalk Obstruction

Meeting Type & Date:  
Regular Meeting  
May 7, 2019

Action Type  
Public Hearing and 1<sup>st</sup> Reading: Proposed Amended Ordinance 12.24.030/Review of proposed Revocable License Agreement

Recommendation  
That Council pass on 1<sup>st</sup> Reading the proposed ordinance to authorize non-permanent modifications of sidewalks under certain limited circumstances. This is an ordinance which is paired with the Lou Taubert License for modification of the 214/216 South Wolcott sidewalk which was discussed at the last work session.

Summary  
The business location of the future Backwards Distillery Testing Room has been updated by the owner, Lou Taubert Real Estate, Inc. However, a requirement for the occupancy load and use of the premises mandates that the external (Wolcott Street) doors open onto the sidewalk. Given the current construction of the doors, a small step (less than a step, actually) down and the requirement of ADA that a ramp be placed for ingress and egress, a construction and space problem exists. If the ramp were to go perpendicular to the street, it would run to the curb. If the ramp were to be placed in the interior of the building, a significant amount of space would be lost and the costs for construction would be greatly increased. Thus, the idea of an external ramp with a railing barrier protection has been proposed.

Provisions in the license agreement call for Lou Taubert Real Estate, Inc. to be responsible for all costs associated with construction and maintenance of the concrete landing and hand railing, and restoration of the property when the license agreement is revoked.

Financial Considerations  
None anticipated

Attachments

Proposed Ordinance Amending 12.24.030

Proposed Revocable License Agreement

Existing Code Section 12.24.030

Oversight/Project Responsibility

Andrew Colling, Engineer Technician

Andrew Beamer, Director of Public Services

John Henley, City Attorney

ORDINANCE NO.12-19

AN ORDINANCE AMENDING CHAPTER 12.24.030  
OF THE CASPER MUNICIPAL CODE

WHEREAS, the current Casper Municipal Code regarding sidewalk obstructions requires updating; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 12.24.030 of the Casper Municipal Code is hereby amended as follows:

Paragraph B shall be amended with the addition of the following at the end of Paragraph B:

.... “or to authorize a non-permanent modification of the sidewalk or a portion thereof by the adjacent property owner for purposes of public safety and upon written agreement with the property owner and City Council approval.”

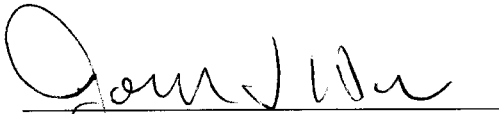
This Ordinance shall be effective \_\_\_\_\_, 2019.

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2019

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

**REVOCABLE LICENSE AGREEMENT  
BETWEEN  
LOU TAUBERT REAL ESTATE, INC.  
AND  
CITY OF CASPER  
FOR INSTALLATION OF CONCRETE LANDING & RAILING IN  
SOUTH WOLCOTT STREET RIGHT-OF-WAY**

FOR AND IN CONSIDERATION OF THE SUM OF Two Hundred Fifty Dollars (\$250.00), per year, payable on May 1, 2019 and the first (1<sup>st</sup>) day of May each year thereafter for the duration of this agreement, the CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming, 82601, hereinafter called the "Licensor," HEREBY GRANTS A REVOCABLE LICENSE to Lou Taubert Real Estate, Inc., 125 East Second Street, Casper, Wyoming 82601, hereinafter called the "Licensee," to construct, alter, operate, maintain, inspect, repair, and replace a non-permanent landing and decorative railing, hereinafter called the "Public Safety Accommodation," located upon the following-described land situate in the City of Casper, County of Natrona, State of Wyoming, to-wit:

A 16-foot long by 4-foot wide non-permanent landing and railing located on a portion of Lot 12, Block 3 of Casper Addition, Natrona County, Wyoming, more specifically at 214 and 218 South Wolcott Street; the railing and landing will be located upon the adjacent sidewalk/right-of-way.

THIS LICENSE is granted upon such express terms and conditions as are hereinafter set forth. The Licensor, at its option, may, for public safety reasons, immediately revoke this License, provided, however, Licensor shall first give notice to Licensee of the public safety concern and provide to Licensee a reasonable opportunity to cure or rectify the concern. Licensor also may, at its sole discretion, revoke this License upon three (3) months' notice to Licensee, with the prorated annual fee being refunded to the Licensee.

THIS LICENSE and construction of the "Public Safety Accommodation" is subject to the following conditions:

1. The work of constructing, altering, maintaining, repairing, replacing or removing the "Public Safety Accommodation," shall be constructed and completed in a good and workmanlike manner at the sole expense of the Licensee, and in accordance with good construction practice and the applicable City of Casper Laws and Standard Specifications and applicable federal and state laws. The Licensee's responsibility shall include, but not be limited to: restoring all surfaces to the same condition they were in prior to the construction authorized by this License. The Licensor reserves the right to, but need not, inspect such work in order



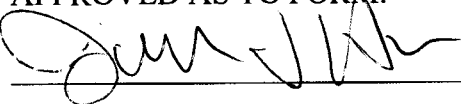
to ensure compliance with said standards; the Licensee assumes all responsibility for such work, placement and operation for the "Public Safety Accommodation," including without limitation: construction, alteration, maintenance, repair, replacement or removal of the "Public Safety Accommodation." This work, placement and operation, shall be done in such a manner as to not unreasonably interfere with the use of the licensed premises by the Licensor and the general public and shall in no way endanger the general public in the use of the sidewalk and right-of-way adjacent to 214 and 218 South Wolcott Street.

2. This permission is given to Licensee as a "Public Safety Accommodation" to Licensee for the public safety of pedestrians. Licensee hereby acknowledges the title of Licensor to the above-described licensed sidewalk and right-of-way, and agrees never to sell, resist, deny or encumber any such title.
3. Licensee shall be solely responsible for the construction and maintenance of the "Public Safety Accommodation," and shall make certain that the same does not violate the Americans With Disabilities Act or pose a public safety hazard.
4. Licensee agrees to indemnify the Licensor, its elected officials, appointed officials, employees, and duly authorized agents against, and save them harmless from, all liability for damages to property, claims of violations of federal, state or local law(s), or injury to, or death of, persons, including the Licensor, its agents and employees, and including all costs and expenses incident thereto arising wholly or in part from, or in conjunction with, existence, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use, or removal of the said "Public Safety Accommodation," to the extent such damage or injury is caused by the construction, placement, use or maintenance of the "Public Safety Accommodation," or acts of Licensee, its agents or employees.
5. The Licensor reserves the right to use, occupy, and enjoy the sidewalk and "Public Safety Accommodation," in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by them. If any such use shall, at any time, necessitate any change in the location or manner of use of said "Public Safety Accommodation," or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the Licensor and the Licensor shall not be liable to said Licensee on account thereof, or on account of any damage growing out of any use which the Licensor may make of its premises and the sidewalk and "Public Safety Accommodation." In addition to its right to revoke this License for public safety concerns, the Licensor shall have the right at any time, to revoke this License as referenced above.
6. At the expiration of the time the License is valid or upon the express revocation of this License pursuant to any of the provisions enumerated herein, or upon the failure to pay the annual License fee, the Licensee shall promptly and in the manner directed by the City Council, through the City Manager, remove the "Public Safety Accommodation" and each and every part thereof, from the licensed premises and leave said premises in the same

condition in which it was before the installation of the "Public Safety Accommodation." If the "Public Safety Accommodation," or any portion thereof, is not removed within sixty (60) days of the receipt of the notice, or such additional time as may be granted in writing by the Licensor, then the "Public Safety Accommodation," or any part thereof, shall be considered to be abandoned. Upon the refusal or failure of Licensee to remove the "Public Safety Accommodation," when directed, the Licensor may remove said "Public Safety Accommodation," and each and every part thereof, and restore the premises to the same condition as before the granting of this License and the Licensee hereby agrees to pay the Licensor the cost of said removal of the "Public Safety Accommodation," or any part thereof and the refurbishment of the premises to a like condition as they were before this agreement, and to pay any and all reasonable attorneys' fees and legal costs of City, should City reasonably need to resort to legal action to enforce this agreement.

7. The "Public Safety Accommodation" and/or this License Agreement may only be assigned pursuant to a separate written agreement of the parties. In the event the "Public Safety Accommodation" is conveyed to another party, this License may also be assigned to the other party, and upon said assignment, the other party shall become entitled to the rights and obligations and shall assume all of the obligations and duties herein provided. This License Agreement may be recorded of record in the Natrona County Clerk's Office and the property referred herein shall be subservient to this agreement.
8. This License is granted to Licensee subject to all existing easements, rights-of-way, covenants, restrictions and reservations.
9. LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE PREMISES ARE SAFE, HEALTHFUL, OR SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE PERMITTED TO BE USED UNDER THE TERMS OF THIS LICENSE, AND LICENSEE ACCEPTS THE LICENSED PREMISES "AS IS."
10. GOVERNMENTAL CLAIMS ACT  
  
The Licensor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statutes Sections 1-39-101, et seq. The Licensor specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
11. This Agreement contains the entire contract between the parties hereto, the terms hereof may not be modified in any respect whatsoever, unless in writing by both parties under the signature of the duly authorized representative of Licensor.

IN WITNESS WHEREOF, the CITY OF CASPER, WYOMING, has caused this License to be executed on the 2<sup>ND</sup> day of May, 2019.


APPROVED AS TO FORM:  
  
\_\_\_\_\_

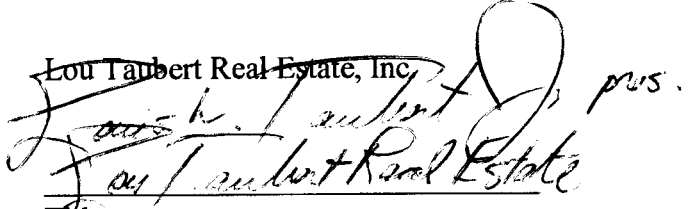
ATTEST: CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

THE UNDERSIGNED, the Licensee mentioned in the foregoing License, hereby accepts the same subject to the terms and conditions contained therein.

ATTEST:  
  
\_\_\_\_\_

  
Lou Taubert Real Estate, Inc. *pres.*  
\_\_\_\_\_  
Title:

**ACKNOWLEDGMENT**

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

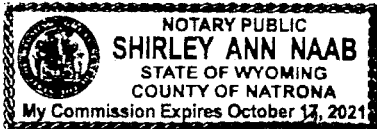
The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Charles Powell, as the Mayor of the City of Casper, Wyoming.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by James Taubert <sup>2nd</sup> as the president of Lou Taubert Real Estate, Inc.

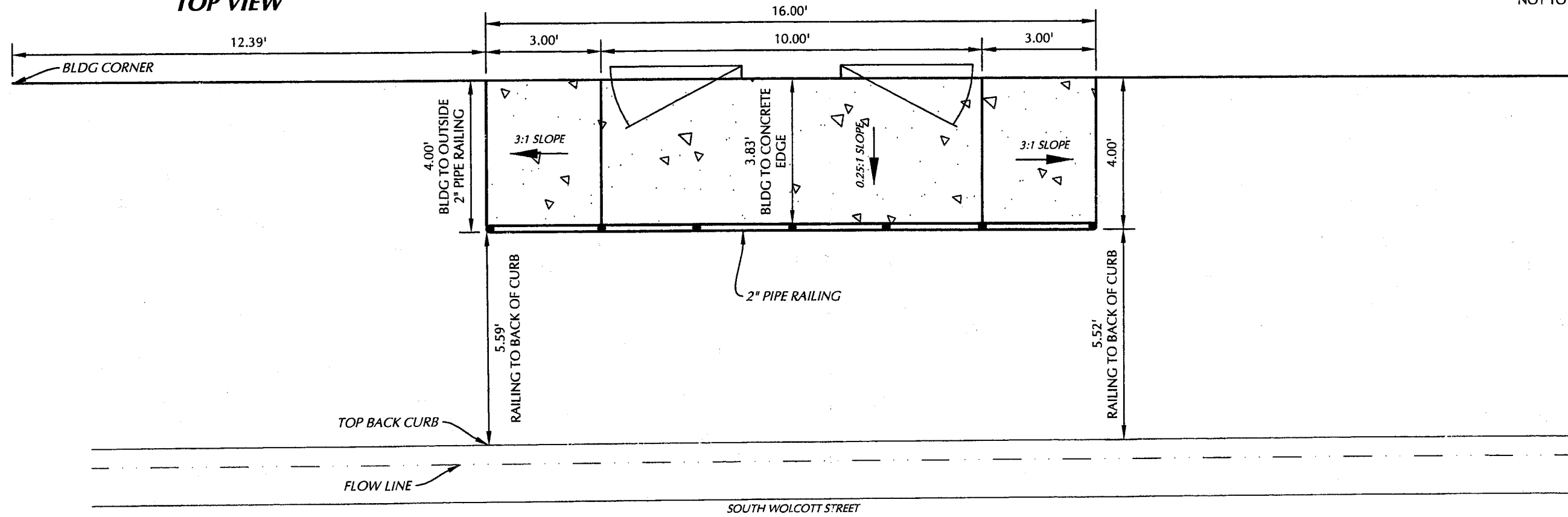


Shirley Ann Naab  
Notary Public

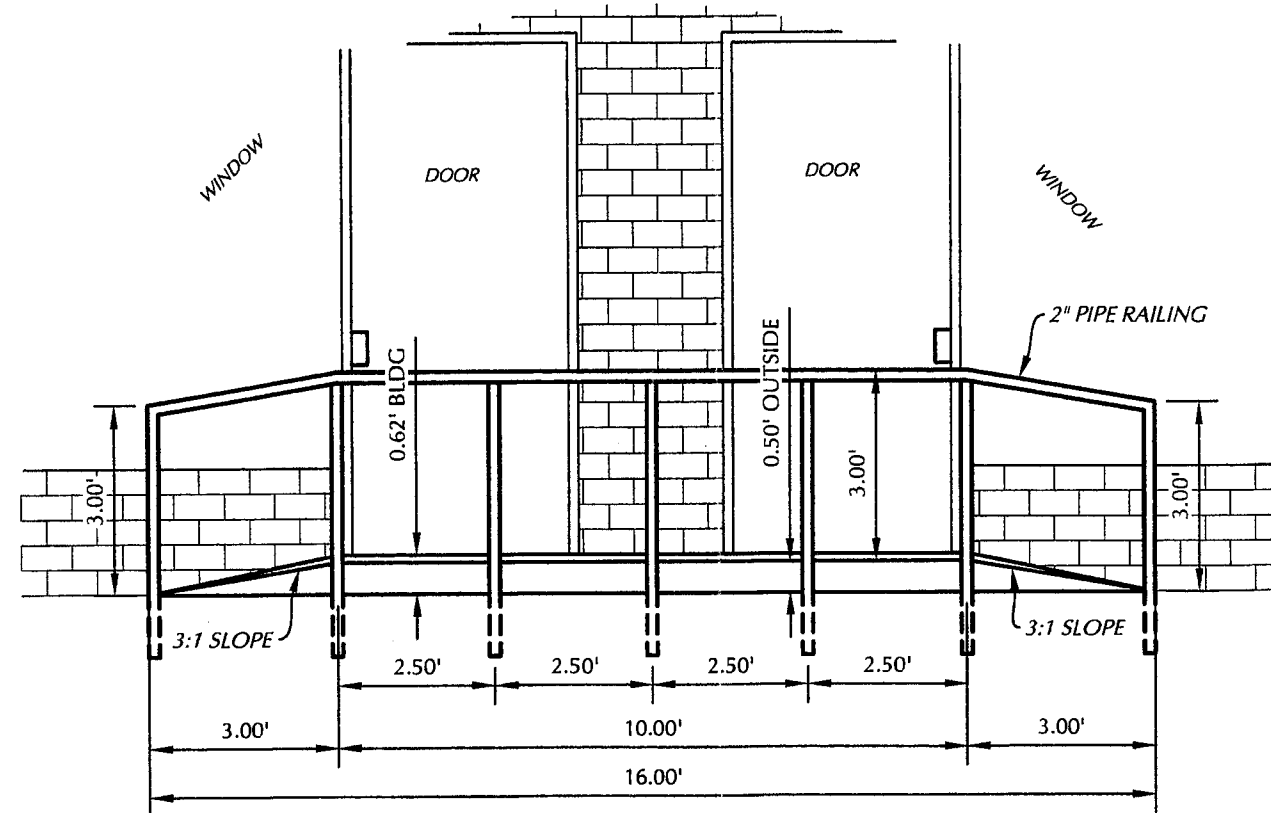
My commission expires: October 17, 2021

**TOP VIEW**

NOT TO SCALE



**SIDE VIEW**



NOT TO SCALE

Z:\SHANE-SURVEYING\CIVIL\_2019\11-19\DWG\PLAT\11-19\_PLAT.dwg SAVED:3/16/19 PRINTED:3/16/19 BY:JOE

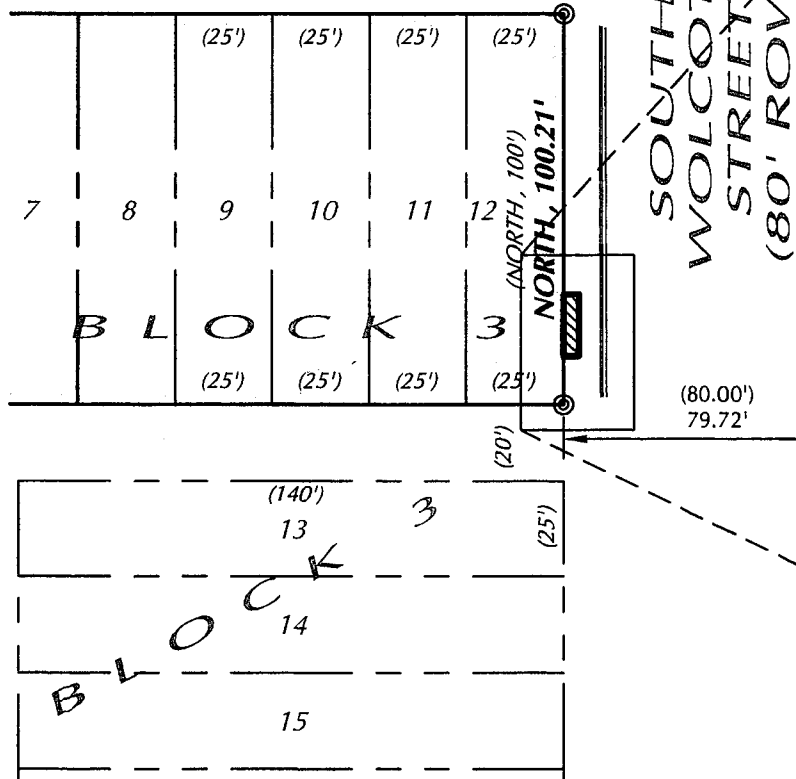


Prepared by Shane Surveying  
P.O. Box 51412 / Casper, WY 82605  
PH: (307)251-7488

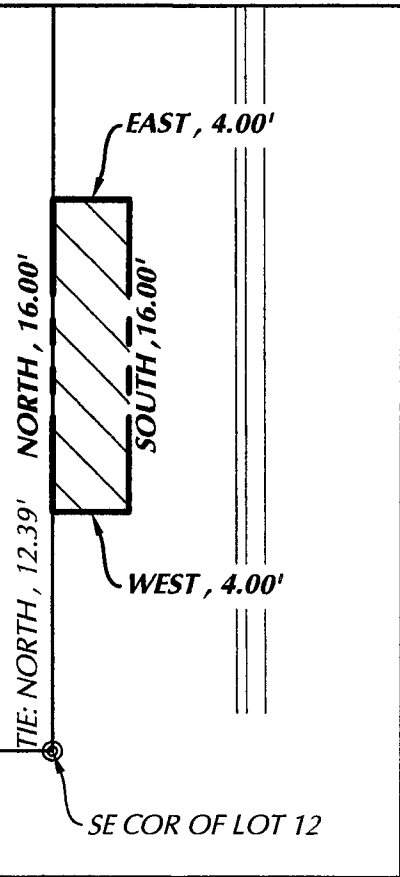
**DETAILS**  
LOCATED EAST OF LOT 12, BLOCK 3 OF CASPER ADDITION,  
NW1/4NE1/4, SEC. 9, T.33N., R.79W.,  
6th P.M., NATRONA COUNTY, WYOMING  
PREPARED FOR DALE ZITTERKOPF

Drawn By: JLS
Checked By: JLS
Date: 3/16/2019
Rev. Date: NONE
Job No.: 11-19
SHEET: <b>DETAILS</b>

EAST 2nd STREET  
(80' ROW)



SOUTH WOLCOTT STREET  
(80' ROW)



SCALE: 1" = 10'

DESCRIPTION:

A LICENSE PREMISES LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN AND BEING EASTERLY OF LOT 12, BLOCK 3 OF CASPER ADDITION, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:

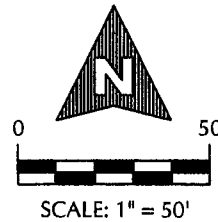
BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID LOT 12 WHICH BEARS NORTH A DISTANCE OF 12.39 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND BEING THE CORNER OF THE BUILDING AND BEING ON THE WESTERLY LINE OF SOUTH WOLCOTT STREET, THENCE NORTH A DISTANCE OF 16.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 12 AND THE WESTERLY LINE SOUTH WOLCOTT STREET TO A POINT, THENCE EAST A DISTANCE OF 4.00 FEET TO A POINT IN SOUTH WOLCOTT STREET, THENCE SOUTH A DISTANCE OF 16.00 FEET ALONG A LINE PARALLEL TO THE EASTERLY LINE OF SAID LOT 12 TO A POINT IN SOUTH WOLCOTT STREET, THENCE WEST A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING, CONTAINING 64.00 SQUARE FEET MORE OR LESS.

LEGEND

- ⊙ RECOVERED CORNER OF BUILDING
- SITE BOUNDARY
- LOT LINES
- N 46°34'56" W, 257.40' MEASURED
- (N 46°34'56" W, 257.40') RECORD

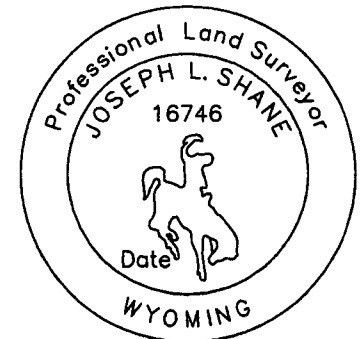
BASIS OF BEARING IS NORTH ON THE EASTERLY LINE OF LOT 12, BLOCK 3 OF CASPER ADDITION, NATRONA COUNTY, WYOMING AND BEING THE BUILDING FACE.

LAND OWNER: SOUTH WOLCOTT STREET - CITY OF CASPER  
TOTAL AREA: 64.00 SQUARE FEET



SURVEYOR'S CERTIFICATE:

I, JOSEPH L. SHANE, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN THE MONTH OF MARCH, 2019 AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF.



Prepared by Shane Surveying  
P.O. Box 51412  
Casper, WY 82605  
PH: (307)251-7488

PLAT OF SURVEY  
LOCATED EAST OF LOT 12, BLOCK 3 OF CASPER ADDITION,  
NW1/4NE1/4, SEC. 9, T.33N., R.79W.,  
6th P.M., NATRONA COUNTY, WYOMING  
PREPARED FOR DALE ZITTERKOPF

Drawn By: JLS  
Checked By: JLS  
Date: 3/16/2019  
Rev. Date: NONE  
Job No.: 11-19  
SHEET:  
PLAT OF SURVEY

12.24.030 - Sidewalk obstructions prohibited when.

It is unlawful for any person owning, occupying or having control of any premises to place or permit upon the sidewalk or the half of the street adjacent to such premises:

- A. Any broken ware or glass, and filth, rubbish, refuse matter, ice, water, oil, mud, garbage, ashes, tin cans or other like substances;
- B. Any automobile, truck or trailer from which merchandise is sold, or any automobile, truck or trailer on the sidewalk, any box or boxes, bicycle, toy, merchandise or other things that will obstruct the sidewalk or street in any way; provided, that the city council shall have the power, upon request for permission by any property owner, or any other person, to authorize temporary use of the sidewalks, if found justifiable by the city council and in the public interest.

(Prior code § 34-1)

March 27, 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 *CLM*

**SUBJECT:** Public Hearing Date for a New Resort Liquor License No. 7 for Highend Hotel Group of America, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, Located at 300 West F Street.

Meeting Type & Date

Regular Council Meeting  
May 7, 2019

Action type

Public Hearing  
Minute Action

Recommendation

That Council, by minute action, consider the application for a new Resort Liquor License No. 7 for Highend Group of America, LLC d/b/a Ramada Plaza Riverside Hotel & Convention Center Casper, located at 300 West F Street.

Summary

The Ramada Plaza was owned by Avana Casper, LLC who took over this property after the former owners filed for bankruptcy in April of 2018. Highend Hotel Groups of America, LLC took over ownership of this property in March of 2019.

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

Financial Considerations

None

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application  
Affidavit of Website Publication



# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

### To be completed by City/County Clerk

License Fees Annual Fee: \$ \_\_\_\_\_  
 Prorated Fee: \$ \_\_\_\_\_  
 Transfer Fee: \$ 100.00  
 Publishing Fee: \$ \_\_\_\_\_

Local License #: Resort #7  
 Date filed with clerk: 03 1 25 2019  
 Advertising Dates: (2 Weeks) 04/19/2019 & 04/24/2019  
 Hearing Date: 05 1 07 2019

Publishing Fee Direct Billed to Applicant:

License Term: 05 1 08 2019 Through 03 1 31 2020  
 Month Day Year Month Day Year

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

Applicant: Highend Hotel Group of America LLC TR.

Trade/Business Name (dba): Ramada Plaza Riverside & Convention CTZ Casper

Building to be licensed/Building Address: 300 W F St.  
 Number & Street  
Casper WY 82601 Natrona  
 City State Zip County

Mailing Address: 300 W F St.  
 Number & Street or P.O. Box  
Casper WY 82601  
 City State Zip

Business Telephone Number: (307) 235-2531 Fax Number: (307) 234-6815

E-Mail Address: \_\_\_\_\_

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)  
\*Parcel # 33790420100100 located in the SE 1/4 section 4 Township 33 north range 79 west of the 14th meridian

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

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

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

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

### ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)
- (1) OWN the licensed building?  YES (own)  YES (lease)
- (2) LEASE the licensed building? (Lease must be through the term of the liquor license)
- If Yes, please submit a copy of the lease and indicate:
- (A) When the lease expires, located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.
- (B) Where the Sales provision for alcoholic or malt beverages is located, on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

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

If "YES", explain: \_\_\_\_\_

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

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

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

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

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

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

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

**7. BAR AND GRILL LICENSE:**

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

**8. RESTAURANT LICENSE:**

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

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

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

**9. RESORT LICENSE:**

Does the resort complex:

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

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

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

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

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

**10. MICROBREWERY LICENSE:**

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

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

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

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

**11. WINERY LICENSE:**

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

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

**12. LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

**13. LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

**14. LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

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

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

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?
(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?
(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?
(d) Has the club been in continuous operation for a period of not less than one (1) year?
(e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?
(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?
(g) Have you filed a true copy of your bylaws with this application?
(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

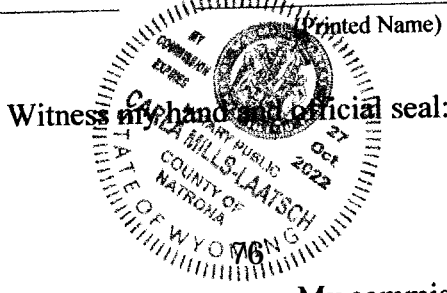
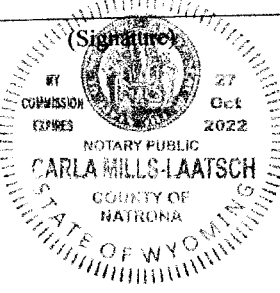
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S.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

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

STATE OF WYOMING )
COUNTY OF Natrona ) SS.

Signed and sworn to before me on this 21st day of March, 2019 that the facts alleged in the foregoing instrument are true by the following:

Table with 3 columns: Signature, Printed Name, Title. Row 1: Tarandeep Kaur, Tarandeep Kaur, Managing Member. Row 2: Ravinder Singh, Ravinder Singh, CEO.



Signature of Notary Public: Carla Mills-Laatsch

My commission expires: 10/27/2022



City Clerk's Office  
City of Casper

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)  
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 04/17/2019 and ended on 05/08/2019 and
- Attached is image of the Notice as actually posted on the City of Casper website ([www.casperwy.gov](http://www.casperwy.gov)) for the entire period referenced above.

By: Carla Mills Fatch Date: 04/18/2019

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

18<sup>th</sup> day of April, 2019

Christa K. Wiggs



Provide to City of Casper Central Records

## Highend Hotel Group of America, LLC

Notice is hereby given that on the 25 day of March, 2019, Highend Hotel Group of America, LLC d/b/a Ramada Plaza Riverside and Convention Ctr Casper applied for a new Resort Liquor License No. 7 in the office of the Clerk of the City of Casper, Wyoming for the following described place 300 West F street, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 7<sup>th</sup> day of May, 2019 in the City Council Chambers at 200 North David.

Dated: April 17, 2019

ORDINANCE NO. 8-19

AN ORDINANCE APPROVING THE VACATION OF A  
PORTION OF SOUTH ELM STREET, BETWEEN WEST  
COLLINS AVENUE AND WEST 8<sup>TH</sup> STREET

WHEREAS, the Natrona County School District has requested the vacation of a portion of South Elm Street, located between West Collins Avenue and West 8<sup>th</sup> Street; and,

WHEREAS, the portion of South Elm Street proposed for vacation is undeveloped, platted right-of-way underlying the Natrona County High School football stadium/field; 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, Natrona County School District has submitted signed consents to release and abandon the utility easement associated with said portion of South Elm Street from all of Casper's utility companies; and,

WHEREAS, the City of Casper has determined that said portion of South Elm Street, West 8<sup>th</sup> Street 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 a portion of South Elm Street 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 a portion of South Elm Street, 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 the vacated portion of South Elm Street, as described in Exhibit "A" and illustrated in Exhibit "B", shall revert to the adjoining land owners as provided by law.

SECTION 3:

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 16<sup>th</sup> day of April, 2019.

PASSED on 2nd reading the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

Walter Tremel

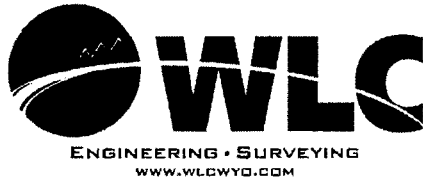
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor





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

June 20, 2018

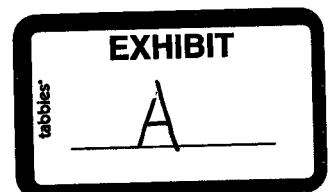
Natrona School District No. 1  
970 N. Glenn Road  
Casper, WY 82601

W.O. No.: 14210

Description: (S. Elm Street Vacation – 0.73 Acres)

A Parcel located in and being all of South Elm Street lying between West Collins Drive and Vacated West 8<sup>th</sup> Street, Casper, Wyoming and located in the SE1/4NW1/4, 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 the northeasterly corner of Lot 15, Block 90, City of Casper, Wyoming and also a point of intersection of the westerly line of South Elm Street with the southeasterly line of West Collins Drive; thence from said Point of Beginning and along the northwesterly line of said Parcel and South Elm Street and the southeasterly line of said West Collins Drive, N.63°19'21"E., 66.74 feet to the northeasterly corner of said Parcel and South Elm Street and the northwesterly corner of Block 82, City of Casper, Wyoming; thence along the easterly line of said Parcel and South Elm Street and the westerly line of said Block 82, vacated West 7<sup>th</sup> Street and Block 83, City of Casper, Wyoming, S.0°42'53"E., 545.03 feet to the southeasterly corner of said Parcel and the southwesterly corner of said Block 83 and a point in and intersection with the northerly line of vacated West 8<sup>th</sup> Street; thence along the southerly line of said Parcel and South Elm Street and the northerly line of said vacated West 8<sup>th</sup> Street, S.89°17'15"W., 60.00 feet to the southwesterly corner of said Parcel and southeasterly corner of Block 90, City of Casper, Wyoming; thence along the westerly line of said Parcel and South Elm Street and the easterly line of said Block 90, N.0°42'53"W., 515.81 feet to the Point of Beginning and containing 0.73 acres, more or less, as set forth by the plat attached and made a part hereof.

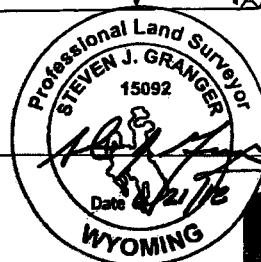
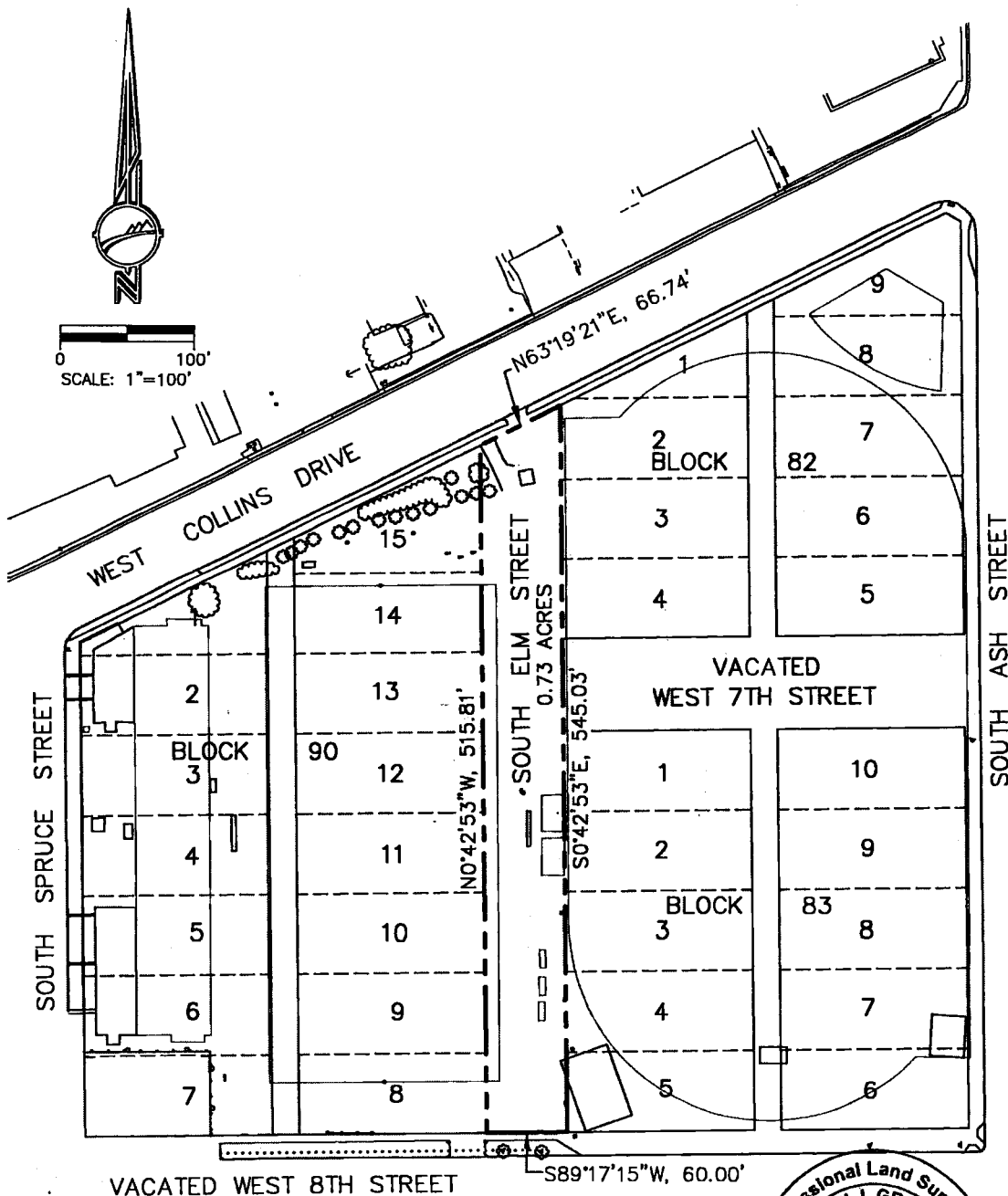


**WLC ENGINEERING AND SURVEYING**  
 200 PRONGHORN STREET, CASPER, WYOMING 82601  
 FOR

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

**PROPERTY LOCATION PLAT**

SE1/4NW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision CITY OF CASPER  
 City CASPER County NATRONA State WYOMING



Date: 6-20-18  
 W.O. No. 14210  
 Book No. \_\_\_\_\_, Pg. \_\_\_\_\_  
 Drawn By: KRM  
 Acad File: NCHS ELM STREET VACATION EXHIBIT 82

**EXHIBIT**

B

tabbles

ORDINANCE NO. 9-19

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING CREATING THE WEST CASPER COMMERCE CENTER ADDITION; AND THE ASSOCIATED SUBDIVISION AGREEMENT BETWEEN THE CITY OF CASPER AND SEVEN SYNERGY HOLDINGS, LLC

WHEREAS, Seven Synergy Holdings, LLC has applied for approval of an annexation and plat of a parcel of formerly abandoned WYDOT Right-of-Way of State Highway No. 220, located within the SE1/4SW1/4 of Section 18, T.33N., R.79W., 6<sup>th</sup> P.M. Natrona County, Wyoming; and,

WHEREAS, in conjunction with the above-described annexation, the applicant has applied for a vacation and replat of Lot 1, McNamara Heights Addition, which, when combined with the area being annexed, will result in the creation of a new subdivision, the West Casper Commerce Center Addition; and,

WHEREAS, application has been made requesting C-2 (General Business) zoning for the proposed West Casper Commerce Center Addition; 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 creating the West Casper Commerce Center Addition, and the zoning of the same as C-2 (General Business), following a public hearing on February 21, 2019.

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

SECTION 1:

The annexation of a parcel of formerly abandoned WYDOT Right-of-Way of State Highway No. 220, located within the SE1/4SW1/4 of Section 18, T.33N., R.79W., 6<sup>th</sup> P.M. Natrona County, Wyoming, is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The vacation and plat creating the West Casper Commerce Center Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Seven Synergy Holdings, LLC is hereby approved, and the Mayor is hereby authorized, and directed to execute, and the City Clerk to attest, said Agreement.

SECTION 4:

The West Casper Commerce Center Addition is hereby zoned C-2 (General Business).

SECTION 5:

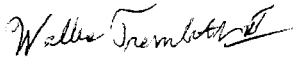
This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 16<sup>th</sup> day of April, 2019.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2019.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:




ATTEST:



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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charles Powell  
Mayor

April 10, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Tracey L. Belser, Support Services Director   
Zulima Lopez, Risk and Facilities Manager   
Brad Menzel, Buildings and Structures Supervisor

SUBJECT: Authorizing an Agreement with Dynamic Controls Inc., in an amount not to exceed \$158,313.00 for the procurement and installation of a replacement rooftop heating and cooling unit at 135 South Ash Street

Meeting Type & Date  
Regular Council Meeting  
May 7, 2019

Action Type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Dynamic Controls Inc., in an amount not to exceed one hundred fifty eight thousand three hundred thirteen dollars (\$158,313.00), for the procurement and installation of a replacement rooftop heating and cooling unit at 135 South Ash Street.

Summary

The cooling portion of the combined heating and air conditioning unit that serves the city-owned office building located at 135 South Ash Street failed last July. Despite best efforts, the unit's functionality could not be fully restored, resulting in an excessively warm work environment for the occupants who lease the facility from the City of Casper. The existing unit has been in place since 1965. It has exceeded its useful life and must be replaced.

The City contracted with Engineering Design Associates in January 2019 to complete the design specifications for a replacement unit. Upon completion of the specifications, the Buildings and Structures Division advertised a Request for Proposals for the procurement and installation of a replacement rooftop unit on March 8, 2019. The due date for the proposals was March 25, 2019. Two (2) proposals were received from local companies. Dynamic Controls Inc. was selected based on project approach and applicability of the solution, completion date, cost, and qualifications and experience of the installation team and the equipment manufacturer.

The contract with Dynamic Controls Inc. requires the procurement, installation, tie-in, and startup of a new rooftop heating and cooling unit that meets all required minimum performance

specifications. The contract also requires the removal and disposal of the existing unit, any roof patching that is needed after the installation is complete, and training for Buildings and Structures staff on the operation and maintenance of the new system.

Financial Considerations

This project was approved for funding by One Cent #16.

Oversight/Project Responsibility

This project will be overseen by Brad Menzel, Buildings and Structures Supervisor with support from our contracted consultant at Engineering Design Associates.

Attachments

Contract

Resolution

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Dynamic Controls Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to procure and replace an existing rooftop heating and cooling unit that has failed at a City-owned building located at 135 South Ash Street and,

WHEREAS, Dynamic Controls Inc. is able and willing to provide those services.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Ash Street Office Building Rooftop Unit Replacement Project, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by Engineering Design Associates (EDA), hereinafter referred to as "Engineer", which shall 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 completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by October 7, 2019.
- 3.2 Extension of Time. Where the cause is beyond the control of both parties, the City will extend the time of completion if the Contractor gives the City at least fourteen (14) days written notice. Both parties are relieved of any liability to the other stemming from the delay where the cause is beyond the control of both parties. The Contractor is not entitled to any additional compensation because of any delay.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, not to exceed a lump sum of One Hundred Fifty Eight Thousand Three Hundred Thirteen Dollars (\$158,313.00).

## ARTICLE 5. PAYMENT PROCEDURES.

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

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

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

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

- 6.1 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.
- 6.2 Contractor has studied carefully all reports of investigations and 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 Specifications.
- 6.3 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.
- 6.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 6.5 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 7. 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:

- 7.1 This Agreement (Pages SFA-1 to SFA-4, inclusive).



- 7.2 Addenda No. (0).
- 7.3 Performance Bond and Labor and Material Payment Bond.
- 7.4 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 7.5 Notice of Award.
- 7.6 Notice to Proceed.
- 7.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 7.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 7.9 Special Provisions (Pages SP-1 to SP-2, inclusive).
- 7.10 Exhibit A – Equipment Specifications.
- 7.11 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Engineering and/or Owner.
- 7.12 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.

ARTICLE 8. 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 9. 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 7<sup>th</sup> day of May, 2019.

APPROVED AS TO FORM:

*Walter Tremel*

ATTEST:

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

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

ATTEST:

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

Fleur D. Tremel

Title: City Clerk

CONTRACTOR:

Dynamic Controls Inc.

By: *MAJ*

Title: Sales Engineer

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

Charles Powell

Title: Mayor

RESOLUTION NO. 19-66

A RESOLUTION AUTHORIZING AN AGREEMENT WITH DYNAMIC CONTROLS INC. FOR THE PROCUREMENT AND REPLACEMENT OF A ROOFTOP HEATING AND COOLING UNIT AT 135 SOUTH ASH STREET.

WHEREAS, the City of Casper owns a building located at 135 South Ash Street,

WHEREAS, the heating and cooling unit at 135 South Ash Street has failed and requires replacement,

WHEREAS, the City of Casper desires to contract for the procurement and installation of a direct replacement rooftop unit; and,

WHEREAS, Dynamic Controls Inc. has indicated that it is ready, willing and able to provide the procurement and installation services for the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Dynamic Controls Inc., for those services, in an amount not to exceed One Hundred Fifty Eight Thousand Three Hundred Thirteen Dollars (\$158,313.00), and Sixteen Thousand Six Hundred and Eighty Seven Dollars (\$16,687.00) for a construction contingency account, for a total price of One Hundred Seventy Five Thousand Dollars (\$175,000.00).

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

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, change orders 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 on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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Fleur D. Tremel  
City Clerk

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Charles Powell  
Mayor

April 1, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing Amendment No. 1 to the Contract for Professional Services with CH2M HILL Engineers, Inc., in the Amount of \$30,031, for Engineering Services and Warranty Inspections for the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation Phase 1, Project No. 19-007.

Meeting Type & Date:  
Regular Council Meeting  
May 7, 2019

Action Type:  
Resolution

Recommendation:  
That Council, by resolution, authorize Amendment No. 1 to the contract for professional services with CH2M HILL Engineers, Inc., (CH2M), in the amount of \$30,031, for engineering services and warranty inspection for the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation Phase 1, Project No. 19-007.

Summary:  
In February of this year, CH2M was contracted to inspect secondary treatment mixed liquor steel piping using nondestructive internal visual and video inspection (CCTV) to determine the extents and plans for large diameter steel piping repairs. CH2M performed the inspection on March 4 and 5, 2019, and found that a 48-inch pipe has a failing pipe wall crown and coating. CH2M has recommended that this piping be replaced due to its condition. City Staff has also requested to include replacement of the 8-inch dewatering pipe and 60-inch biofilter effluent pipe tee, both located in the secondary gallery, as recommended in CH2M's 2017 WWTP conditions assessment.

City Staff has reviewed CH2M's proposal and costs for Amendment No. 1 work and recommends award of Amendment No. 1 for a price increase of \$30,031.

Financial Considerations  
Funding for this project will be from WWTP Reserves.

Oversight/Project Responsibility  
Alex Sveda, Associate Engineer

Attachments

Resolution

Amendment No. 1

Exhibit "A"

Sam H. Hobbs Wastewater Treatment Plant – Ultrasonic Thickness Measurement Assessment from  
CH2M (Jacobs), dated March 4 and 5, 2019

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

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this 7<sup>th</sup> day of May, 2019, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.

2. CH2M HILL Engineers, Inc., 200 East 7th Street, Suite 314, Loveland, Colorado 80537 (“Consultant”).

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

**RECITALS**

A. On February 5, 2019, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for design, bidding, construction administration and a warranty inspection in relation to the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation Phase 1, Project No. 19-007.

B. Additional professional services are required for design, engineering, bidding, construction administration and warranty inspection in relation to the replacement of 48-inch mixed liquor piping in the secondary treatment gallery and replacement of the 8-inch dewatering pipe between the 16-inch return activated sludge/dewatering pipe and the 60-inch biofilter effluent pipe, with replacement of a portion of the 60-inch biofilter effluent pipe at the tee connection for the project.

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

**1. INCORPORATION OF RECITALS**

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

**2. AMENDMENT TO PART 1, SECTION 1, SCOPE OF SERVICES**

**Add the following:** “The Consultant shall perform design, engineering, bidding, construction administration and warranty inspection in relation to the replacement of 48-inch mixed liquor piping in the secondary treatment gallery and replacement of the 8-inch dewatering pipe between the 16-inch return activated sludge/dewatering pipe and the 60-inch biofilter effluent pipe, with replacement of a portion of the 60-inch biofilter effluent

pipe at the tee connection with and respecting the project as provided in Exhibit "A", Page 1 of 3 to Page 3 of 3, dated March 29, 2019, which is attached hereto and made a part of this Amendment."

### **3. AMENDMENT TO PART 1, SECTION 2, TIME OF PERFORMANCE**

The section beginning with "The services of Consultant shall be undertaken and completed on or before the 20th day of February, 2020" is deleted in its entirety and replaced with the following:

"The services of Consultant shall be undertaken and completed on or before the 18th day of May, 2020."

### **4. AMENDMENT TO PART 1, SECTION 3, COMPENSATION**

The section beginning with "In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Two Hundred Fifty Four Thousand Nine Hundred Eight-Five and 00/00 Dollars (\$254,985.00)." is deleted in its entirety and replaced with the following:

"In consideration of the performance of services rendered under this Contract, Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Two Hundred Eighty-Five Thousand Sixteen and 00/00 Dollars (\$285,016.00)."

### **5. RATIFICATION**

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



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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

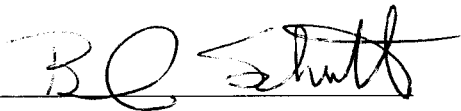
CITY OF CASPER, WYOMING  
A Municipal Corporation

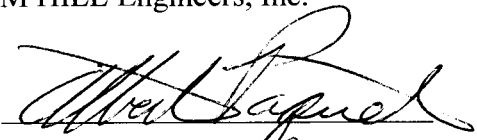
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS

CONSULTANT  
CH2M HILL Engineers, Inc.

By:   
Printed Name: BRAD SCHUTT  
Title: WATER ENGINEER

By:   
Printed Name: Albert Paquet  
Title: Vice President



**CH2M HILL**  
200 East 7<sup>th</sup> Street  
Suite 314  
Loveland, CO 80537  
**Phone: 720.286.6024**

March 29, 2019

Alex Sveda  
City of Casper  
City Hall  
200 North David  
Casper, WY 82601

**Subject: Secondary Treatment Project Additional Design and Construction Services – Amendment 1**

Dear Alex:

The purpose of this letter is to present a scope and fee proposal for additional design and construction services for the Secondary Treatment Rehabilitation Project (Project) at the Sam H. Hobbs Wastewater Treatment Plant (WWTP). During the field investigation by CH2M HILL Engineers, Inc. (CH2M) to examine pipe wall thickness and condition in the Secondary Treatment Gallery, it was discovered that the 48" Mixed Liquor (ML) steel pipe was experiencing serious corrosion issues along the crown of the pipe. The pipe had corrosion damage visible in many locations and the pipe wall thickness was generally reduced along the crown. Replacement of the 48" pipe is a recommended addition to the Project. Additionally, during the discussion at the kickoff meeting for the Project, the City indicated that they would like to include an additional rehabilitation item identified in the Sam H. Hobbs WWTP Preliminary Facilities Plan to the Project. This additional item is the replacement of the 8" Dewatering (DEW) pipe between the 16" Return Activated Sludge/Dewatering (RAS/DEW) pipe and the 60" Biofilter Effluent (BFE) pipe including replacement of a portion of the 60" BFE pipe at the tee connection.

CH2M will provide additional design, bidding, and construction services, including additional services for our subconsultant CEPI on site during construction, to add the 48" ML pipe replacement and 8" DEW pipe replacement to the Project. It is anticipated that two additional design drawings will be needed to show the additional work. Also, we estimate that an additional three months will be required for the overall project schedule to accommodate the additional design activities by CH2M and construction activities by the selected contractor.

The anticipated revised Project schedule is as follows.

90 Percent Design Documents Completed – Week of May 20, 2019

90 Percent Design Review Meeting – Week of May 27, 2019

100 Percent Design Documents Completed – Week of June 17, 2019

Bid Period Start – Week of June 24, 2019

Bid Opening – Week of July 21, 2019

CITY OF CASPER  
MARCH 29, 2019

Wyoming Department of Environmental Quality Review Complete – Week of August 11, 2019

Construction Notice to Proceed – Week of August 18, 2019

Construction Substantial Completion – Week of April 20, 2020

Construction Final Completion – Week of May 18, 2020

We have performed a cursory review of the construction cost implications of the additional project scope. We believe the additional scope will add approximately \$870,000 to the construction cost. This estimate will be refined as part of the 90 percent design effort.

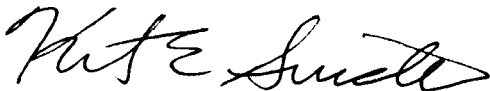
The fee proposal for the additional services is shown in Attachment 1. Bid and construction services per original scope will be expanded to cover the additional scope with the level of effort assumed as documented in Attachment 1. The total proposed fee for the additional services is \$30,031. We would propose to amend Paragraph 3 of the Contract with the following amounts.

Original Contract Amount:	\$ 254,985
Amendment No. 1 Amount:	<u>\$ 30,031</u>
Revised Contract Amount:	\$ 285,016

It is anticipated that the services will be provided as an Amendment against the Contract for Professional Services dated February 5, 2019. We request that the Time of Performance in Paragraph 2 of the Contract be extended to May 22, 2020 to allow for the design and construction of the proposed improvements. We look forward to the opportunity to continue to assist the City of Casper and its staff on this project. If you have any questions, please feel free to call Kile Snider at 720-286-6024.

Sincerely,

CH2M HILL Engineers, Inc.



Kile E. Snider, P.E.  
Project Manager



Kyle Hamilton, P.E.  
Designated Manager

Enclosures:  
Attachment 1 – CH2M Fee proposal for Amendment 1

Attachment 1: Detailed Fee Proposal - City of Casper WWTP Secondary Treatment Rehabilitation Project - Amendment 1

Task Description	Kyle Snider, Project Manager	Steve Polson, Senior Mechanical Engineer	Jim Landman, Lead Electrical Engineer	Patrick Murphy, Mechanical Engineer	Skylar Flaska, CAD Designer	Kessia Diaz, CAD	Craig Vanhorn, Corrosion Engineer	Ed Meyer, Cost Estimator	Mike Petersen, Health & Safety	Al Paquet, QA/QC	Les Tuell, Contracts	Holly Williamson, Specifications	Sandy Oren, Office Administration	Labor Hours	CH2M HILL Labor	CEPI Labor and Expense	CH2M Expenses <sup>2</sup>	Total
2019 Rate <sup>1</sup>	\$234.59	\$225.01	\$233.40	\$127.56	\$92.11	\$102.46	\$163.90	\$249.33	\$180.37	\$247.55	\$100.88	\$76.88	\$114.67					
<b>Task 1 - Design Meetings</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
01.01 Kickoff Workshop														0				
01.02 90% Design Workshop														0				
01.03 Team Meetings														0				
<b>Task 2 - Design Phase</b>	4	78	0	0	0	0	0	2	0	0	0	2	0	86	\$19,142	\$0	\$0	\$19,142
02.01 90% Mechanical Design	2	60												62				
02.01a 90% Mechanical Specs	2	8										2		12				
02.02 90% Electrical Design														0				
02.02a 90% Electrical Specs														0				
02.03 90% Design Management								2						2				
02.04 100% Design		10												10				
02.05 Permitting, WDEQ Construction Permit														0				
02.06 QA/QC														0				
02.07 Large Diameter ML Pipe Investigation														0				
<b>Task 3 - Bid Phase Services</b>	2	2	0	0	0	0	0	0	0	0	0	0	0	4	\$919	\$0	\$0	\$919
03.01 Advertisement														0				
03.02 Response to Bidder Questions	2	2												4				
03.03 Pre-bid Conference														0				
03.04 Addenda														0				
03.05 Bid Review and Award														0				
<b>Task 4 - Services During Construction</b>	0	4	0	0	0	0	0	0	0	0	0	0	0	4	\$900	\$7,360	\$368	\$8,628
<b>Task 4.1 - Meetings</b>														0				
04.01.01 Pre-Construction Conference														0				
04.02.01 Progress Meetings														0		\$560	\$28	
<b>Task 4.2 - Submittal Review</b>														0				
<b>Task 4.3 - RFIs and Change Orders</b>														0				
04.03.01 Requests for Information		4												4		\$560	\$28	
04.03.02 Change Orders														0				
<b>Task 4.4 - Construction Observations</b>														0				
04.04.01 Design Team Site Visits														0				
04.04.02 Resident Project Representative														0		\$6,240	\$312	
04.04.03 Final Inspection														0				
04.04.04 Warranty Service														0				
<b>Task 4.5 - Record Drawings</b>														0				
<b>Task 5 - Project Management</b>	4	0	0	0	0	0	0	0	0	0	4	0	0	8	\$1,342	\$0	\$0	\$1,342
05.01 Project Execution Plan and Setup														0				
05.02 Project Management	4										4			8				
05.03 Health and Safety														0				
<b>Project Total</b>	10	84	0	0	0	0	0	2	0	0	4	2	0	102	22,303	7,360	368	30,031

<sup>1</sup> Hourly rates are valid through December 31, 2019 and are subject to adjustment at an assumed 3% escalation on January 1, 2020.

<sup>2</sup> Expenses include 5% markup on CEPI invoices to CH2M.

# Sam H. Hobbs Wastewater Treatment Plant – Ultrasonic Thickness Measurement Assessment

PREPARED FOR: City of Casper  
COPY TO: Kile Snider  
PREPARED BY: Craig VanHorn  
DATE OF INSPECTION: March 4 and 5, 2019

## Background

As part of the Secondary Treatment System Rehabilitation project, a condition assessment of the large diameter steel pipe was performed. This piping is located in the Secondary Gallery and Aeration Pipe Gallery, and is identified as “Mixed Liquor (ML)” and “Biofilter Effluent (BFE)” on the original construction drawings. The piping was originally installed in the mid-1980s as part of a major plant expansion. It was specified to have a coal tar epoxy internal coating, which was applied by the pipe fabricator at their shop. It was determined as part of the previous condition assessment (summarized in a Technical Memorandum (TM) entitled “Sam Hobbs WWTP – Secondary Treatment Facilities Condition Assessment” [June 29, 2017] – part of the 2017 WWTP Preliminary Facilities Plan), that the subject piping should be inspected in light of the occurrence of multiple corrosion failures on one of the pipes (36-inch ML pipe in the Secondary Gallery). While failures had not been observed on other similar piping at the time, it was determined to be prudent to perform an inspection of all of the active large diameter steel piping to assess whether other failures might be imminent. Piping from the original mid-1970s plant construction that is no longer in service and abandoned in place was not included in the inspection scope.

The condition assessment utilized ultrasonic thickness measurements and visual inspection of external surfaces as the primary form of inspection methods. Although various technologies and methods for pipe inspection exist, an external, non-invasive, low cost option was determined during the initial condition assessment project to be best suited for the degree of information required to assess whether the piping can continue to operate into the future without replacement or major repairs.

The scope of work required an evaluation of the large diameter steel piping (36-inch and larger, exposed in the galleries). The pipes that were evaluated are discussed in detail in the Observations and Discussion section of this report.

Craig VanHorn and Kile Snider from Jacobs performed the inspection over the course of two partial days. Pipe was accessed within the gallery by ladder, platforms and typical working surfaces. In some cases, not all sides of the pipe were accessible.

## Approach

Ultrasonic thickness measurements were obtained at intervals of approximately 10 to 20 feet along the pipes. Intervals varied depending on accessibility and bends in the pipe. At each measurement interval along the pipe, ultrasonic thickness measurements were obtained at the crown, springline, and invert of the pipe. Where accessible, measurements on the springline for both sides of the pipe were obtained. For pipe in the vertical orientation, measurements were obtained at the north, south, east, and west positions. Elbows, reducers and tees were also evaluated with focus adjacent to the welds. This focus

was due to the potential of coating failure at welds if the pipe was not ground smooth during fabrication. Since most if not all of the failures on the existing 36-inch ML pipe tend to be located at welds, this was suspected to be a likely location for corrosion on the other piping to be inspected.

## Observations and Discussion

Ultrasonic thickness measurements coupled with an overall visual inspection were used to assess the condition of the pipe. This section discusses the two methods of inspection individually herein.

### Visual Inspection:

External surfaces of most of the pipe were in good condition with the coating intact except for one pipe. Typical wear-and-tear on external surfaces exists, but abnormal coating defects were not found.



*Figure 1: 48-inch ML pipe. Photograph taken from a ladder. View of the crown of the pipe with through wall penetrations along the length of the pipe indicated by the white-tan colored crystal formations.*

By visual inspection from a ladder, through-wall penetrations were observed on the 48-inch ML line that is located overhead at the west side of the Secondary Gallery (Figure 1). The through-wall penetrations were observed along the length of the pipe segment on the crown of the pipe, between the 10 o'clock and 2 o'clock positions. The pipe does not appear to have active 'liquid' leaks, but rather appears to be venting vapor due to a pocket of air being trapped at the top portion of the pipe. This likely has contributed to the failure of the coating and pipe wall at those locations. Blisters in the coating were observed on the crown of the pipe and these blisters are also anticipated to be through-wall penetrations which have not penetrated the external coating yet. The internal pressure at the pipe centerline is less than 1 pound per square inch (psig), and the crown of the pipe is essentially at atmospheric pressure due to its elevation relative to the upstream channels. This explains why there has not been notable liquid leakage which would have alerted to the failures long before present.

### Ultrasonic Thickness Measurements:

With the ultrasonic thickness measurement approach discussed above, measurements over large spans of pipe will provide enough information to determine overall condition of the pipe, e.g. amount of wall loss occurring over large spans of pipe. Small localized pitting or lining defects will not be found with this type of testing. If there are larger areas where thinning has occurred on the pipe wall, then this is indicative of internal liner failure.

Most of the pipe thickness measurements were within the tolerance of standard rolled carbon steel piping. The original piping had theoretical wall thicknesses of 0.25 inch for 36-inch pipe, 0.313 inch for 48-inch pipe and 0.344 inch for 60-inch piping per the construction shop drawings from the City's records. Most thickness measurements were within 0.010 inches relative to adjacent pipe wall measurements. Where thickness measurements were within 0.010 deviation from adjacent measurements or standard wall thickness, the pipe is considered to be in good condition. If liner defects exist in these areas, it is considered minimal, and corrosion has only initiated on the pipe in recent years. Deviation of thickness measurements from adjacent measurements by more than 0.030 inches is indicative of liner failure and excessive corrosion of the pipe wall. The likely duration until pipe perforation cannot be determined with any certainty, however.

A summary of the ultrasonic thickness measurements can be found in the Appendices. Appendix A uses the construction drawings to indicate where ultrasonic thickness measurements were obtained and uses color coding to suggest where ultrasonic thickness measurements showed material loss. Appendix B shows the tabulated thickness results.

Most of the piping was determined to be in good shape, with no suspected failure of the internal lining. There are three areas where thickness measurements suggest a moderate-to-significant material loss from internal corrosion. The three areas are discussed below:

- 60-inch BFE: The 60-inch piping where the 8-inch DEW attaches to the crown of the pipe along the west wall of the Secondary Gallery near the intersection with the Aeration Pipe Gallery showed significant material loss in the range of 0.18 to 0.22 inches. Beyond the dresser coupling to the south, there was no indication of material loss. Similarly, beyond about three to five feet toward the elbow to the north, the thickness measurements gradually increased indicating that the corrosion was localized around the 8-inch DEW penetration. The 8-inch nozzle itself has experienced corrosion failure as evidenced by the application of a repair sleeve on the nozzle.
- 48-inch ML: The 48-inch ML pipe located near the ceiling at the west side of the Secondary Gallery had visible through wall penetrations at the crown of the pipe from approximately 10 o'clock to 2 o'clock positions. Thickness measurements at the crown of the pipe ranged from 0.10 to 0.20 inches. The pipe was thin on the crown of the pipe throughout the 48-inch section, from reducer-to-reducer. It is suspected that failure due to plugging of the passive vent on the 60-inch downward bend downstream of the 48-inch piping has resulted in accumulation of an air pocket along the crown of the 48-inch pipe that may have contributed to the corrosion. Coatings that are continuously submerged tend to perform better than coatings that are exposed to a humid atmosphere. In addition, it is likely that microbial growth along the exposed crown has resulted in the development of sulfuric acid, similar to that which occurs in collections systems, further encouraging coating failure and corrosion.
- 36-inch BFE: Minor corrosion exists on the crown of the 36-inch pipe that enters the southwest aeration basin. The corrosion appears to be localized to the crown of the pipe and does not extend further than a few feet in either direction. The thinning at the crown of the pipe indicates that the lining is no longer intact.

## Recommendations

The pipe highlighted in green within Appendix A is considered to be in good condition. Given the age of the pipe, however, it should not be assumed that the piping will remain in "good" condition indefinitely. It is recommended that the piping system be subjected to a similar field analysis on a 5-year schedule so that issues may be identified before actual leakage or failures occur.

Pipe or pipe segments highlighted in yellow should be monitored regularly (yearly) using ultrasonic thickness measurements to make sure the material loss is occurring at a slow rate. An inspection of the liner is recommended by use of camera during an outage if possible. Inspection of the liner will ensure that widespread lining degradation has not occurred.

Pipe segments highlighted in red are suggested to be replaced or rehabilitated. In situ renovation technologies were reviewed for the 48-inch ML pipe. The available technologies that are proven in this type of application either have access and staging requirements that cannot be accommodated in the gallery and/or are very costly. It is doubtful that a rehabilitation technique would result in significant cost savings in this application. Alternatively, the piping could be replaced with suitably lined ductile iron piping. Regardless, it is suggested that the vent be retrofitted with a means of flushing so that it can be maintained in working order and prevent the accumulation of an air pocket along the pipe crown.

The 60-inch BFE will require a section of pipe to be replaced or rehabilitated. Abrasive blasting and lining with a chemical resistant epoxy will be a cost-effective rehabilitation method. There may be challenges with accessibility to perform the work. Abrasive blasting and coating equipment can be fed through the 8-inch nozzle.

Replacement of the 8-inch nozzle in kind was presented in the Condition Assessment TM. Alternatively, discussions during the site visit indicated that the 8-inch DEW line could be increased in size to allow an alternative discharge point for return activated sludge (RAS), which is currently sent to the old Biofilter Pump Station wetwells. A new larger pipe would be installed to match the enlarged connection, replacing the existing 8-inch piping. Regardless, replacement of the nozzle should be accompanied by replacement of the compromised section of 60-inch BFE piping complete from the existing Dresser coupling to the south, to a new dresser coupling just to the south of the horizontal 90-degree bend. The section of pipe would need to be lined with a robust material as opposed to coal tar epoxy, in light of material alternatives that are currently available. Existing piping surfaces on either side of the new section should be inspected during the installation and rehabilitated if needed. This would be done following the installation of the new isolation gates at the aeration basin inlets, and would require temporary bypass pumping as described in the previous report.

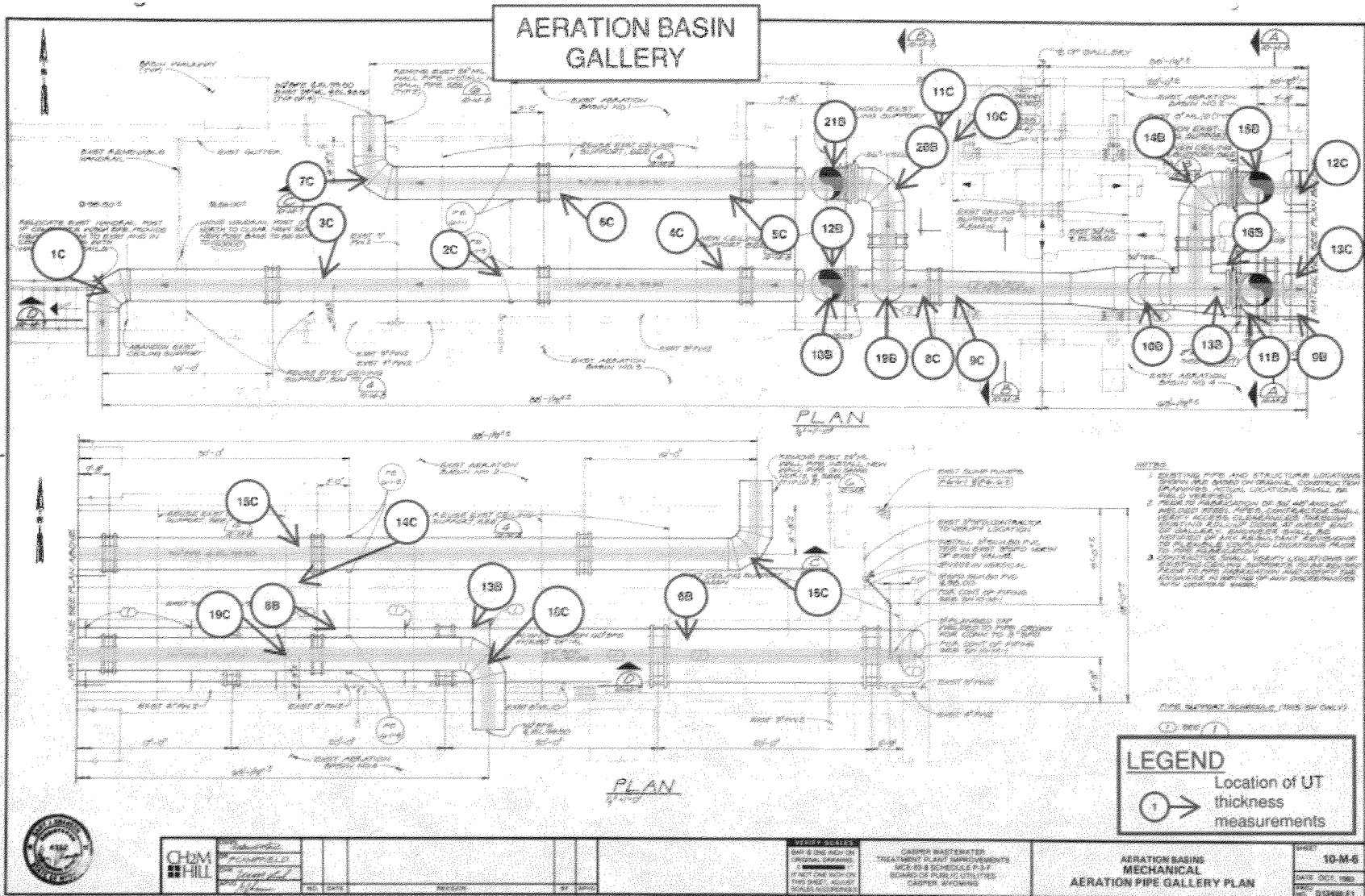


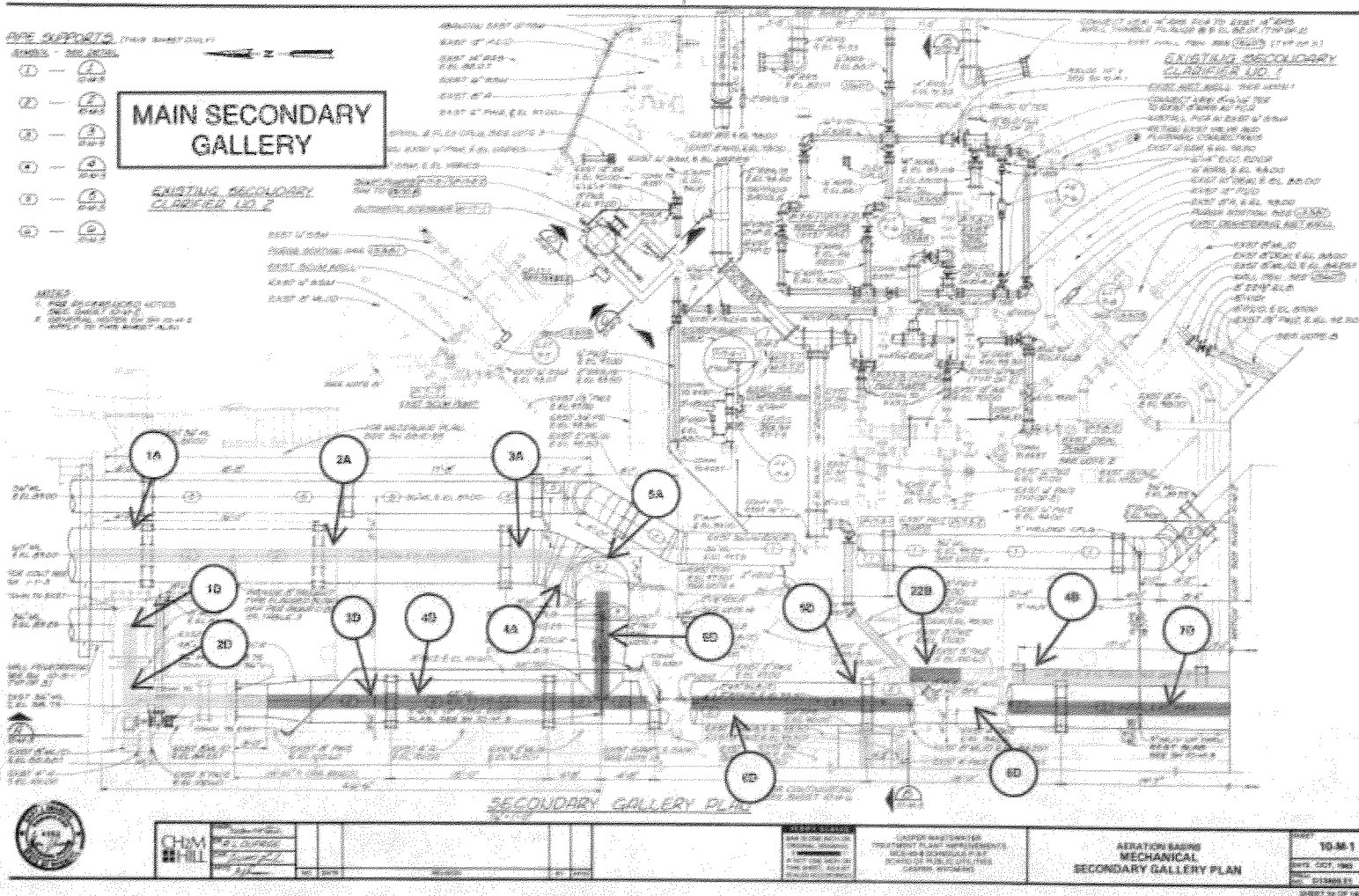
## Appendices

**Appendix A – Ultrasonic Thickness Measurement Summary Schematic**

**Appendix B – Ultrasonic Thickness Measurement Summary Tabulation**

Appendix A - Ultrasonic Thickness Measurement Summary Schematic







## TECHNICAL MEMORANDUM

### Appendix B - Ultrasonic Thickness Measurement Summary Tabulation

Drawing Location	1A	2A	3A	4A	5A
Crown/North	0.294	0.288	0.293	0.288	0.304
Springline/East	0.319	0.299	0.302	0.289	0.331
Springline/West	0.304	0.300	0.294	0.308	0.352
Invert/South	0.304	0.279	0.303	0.256	0.298
Description of Location	60 inch Mixed Liquor - Adjacent to weld	60 inch Mixed Liquor	60 inch Mixed Liquor	60 inch Mixed Liquor - Midpoint on short vertical segment below dresser coupling	60 inch Mixed Liquor - above dresser coupling in vertical

Drawing Location	1B	2B	3B	4B	5B	6B	7B	8B	9B	10B	11B
Crown/North	0.307	No Measurement	0.301	0.315	0.301	0.309	0.319	0.305	Gauge Error	0.252	0.207
Springline/East	0.300	No Measurement	0.302	0.302	0.305N	0.315N	0.316N	0.314	Gauge Error	0.251	0.190N
Springline/West	0.303	0.314	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	Gauge Error	No Measurement	No Measurement
Invert/South	0.315	0.312	0.316	0.316	0.304	0.315	0.31	0.316	0.308	0.284 [possible error]	0.201
Description of Location	60 inch Mixed Liquor	60 inch Mixed Liquor	60 inch BFE	60 inch BFE	60 inch BFE - On mitered 90 degree elbow, see notes for additional measurements	60 inch BFE	60 inch BFE	60 inch BFE	60 inch BFE	60 inch BFE - Diameter reduced to 48 inch just east of tee	60 inch BFE - Reduced to 36 inch diameter just east of tee

Drawing Location	12B	13B	14B	15B	16B	17B	18B	19B	20B	21B	22B
Crown/North	0.211	0.206	0.21	0.202	0.300	0.206	0.222	0.204	0.205	No Measurement	0.180
Springline/East	0.203	0.192N	0.194N	0.203	0.300	0.203M	0.224	No Measurement	0.205	0.205	No Measurement
Springline/West	0.181	No Measurement	No Measurement	0.205	0.299	No Measurement	0.224	0.205	0.200N	0.202	No Measurement
Invert/South	0.2015	0.207	0.205	0.206	0.320	0.205	No Measurement	0.213	0.208	0.205	Measurements on 60 inch BFE line near 8-inch DEW nozzle at crown of pipe
Description of Location	60 inch Mixed Liquor - on 90 degree mitered joint	60 inch Mixed Liquor - West side of tee	60 inch BFE - On mitered 90 degree elbow	60 inch BFE - On mitered 90 degree elbow near top	60 inch BFE - on 60 inch by 48 inch reducer	60 inch BFE - On mitered 90 degree elbow	60 inch BFE - Above dresser in vertical	60 inch BFE - On mitered 90 degree	60 inch BFE - Horizontal 90 degree elbow	60 inch BFE - Vertical 90 degree elbow	60 inch BFE line near 8-inch DEW nozzle at crown of pipe

Drawing Location	1C	2C	3C	4C	5C	6C	7C	8C	9C	10C
Crown/North	0.205	0.166	0.198	0.190	0.202	0.195	0.197	0.269	0.277	0.257
Springline/East	0.208	0.200	0.199	0.199	0.206	0.197	0.196	0.271	0.262	0.246
Springline/West	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement
Invert/South	0.202	0.200	0.190	0.197	0.199	0.192	0.199	0.270	0.271	0.240
Description of Location	36 inch BFE	36 inch BFE	36 inch BFE	36 inch BFE	36 inch BFE	36 inch BFE	36 inch BFE	Older tan pipe, 24 inch diameter?	36 inch BFE - On eccentric reducer	36 inch BFE - Across gallery on older 24 inch pipe

Drawing Location	11C	12C	13C	14C	15C	16C	17C	18C	19C
Crown/North	0.294	0.204	0.254	0.210	0.197	0.261	0.199	0.200	0.198
Springline/East	0.282	0.199	0.259	0.194N	0.200	0.253	0.199	0.197	0.197
Springline/West	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement
Invert/South	0.285	0.205	0.256	0.205	0.208	0.257	0.200	0.200	0.207
Description of Location	36 inch BFE - On eccentric reducer	36 inch BFE - on grey 36 inch pipe	36 inch tan older pipe	36 inch tan older pipe	36 inch BFE - Grey 36 inch north pipe	36 inch BFE - Tan 36 inch older center pipe	36 inch BFE - Grey 36 inch north pipe	36 inch BFE - 36 inch grey elbow at south aeration basin entrance	36 inch BFE - Grey 36 inch south pipe

Drawing Location	1D	2D	3D	4D	5D	6D	7D	8D	9D
Crown/North	0.252	0.252	0.210	0.213	0.180	0.155	0.175	0.254	0.256
Springline/East	0.249	0.253	0.255	0.248	0.254	0.245	0.246	0.258	0.318
Springline/West	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement	No Measurement
Invert/South	0.245	0.252	0.249	0.256	0.250	0.247	No Measurement	0.257	No Measurement
Description of Location	36 inch mixed liquor elbow	36 inch mixed liquor west of valve	48 inch mixed liquor	48 inch mixed liquor	48 inch mixed liquor	48 inch mixed liquor	48 inch mixed liquor	1970's Tan 36 inch crossover	60 inch by 48 inch reducer

**Notes**

- 1) Gauge error occurred, used different ultrasonic device next day and received normal measurements 0.300 inches or greater
- 2) 'N' or 'S' indicates measurement was obtained on north or south side.
- 3) Other measurements were recorded at 90. Measurements were obtained at 6 inch intervals from the crown of the pipe towards the spring line as follows: 0.256, 0.253, 0.251, 0.310, 0.322, 0.319. Overall thinning was observed from approximately the 10 o'clock to 2 o'clock positions.



RESOLUTION NO.19-67

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH CH2M HILL ENGINEERS, INC. FOR THE SAM H. HOBBS WASTEWATER TREATMENT PLANT SECONDARY TREATMENT REHABILITATION PHASE 1, PROJECT NO. 19-007.

WHEREAS, CH2M Hill Engineers, Inc. (“Consultant”), under a Contract for Professional Services dated February 5, 2019, is providing engineering services for Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation Phase 1, Project No. 19-007; and,

WHEREAS, additional engineering services outside the original scope of work are required for secondary treatment gallery large diameter piping replacement; and,

WHEREAS, the City of Casper desires to extend the scope of work with Consultant, to provide these additional services; and,

WHEREAS, Consultant is able and willing to provide those services as specified in Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Contract for Professional Services between the City of Casper and Consultant, for additional professional services associated with the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation Phase 1, Project No. 19-007, in the amount of Thirty Thousand Thirty-One Dollars (\$30,031.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to an additional amount not to exceed Thirty Thousand Thirty-One Dollars (\$30,031.00), for a total contract amount not-to-exceed Two Hundred Eighty-Five Thousand Sixteen and 00/00 Dollars (\$285,016.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.



APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charles Powell  
Mayor

April 8, 2019

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

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

**SUBJECT:** Authorizing a Funding Agreement in the amount of \$301,710 with the Central Wyoming Regional Water System Joint Powers Board (RWS) for Construction Services for the RWS and City of Casper PLC/SCADA Upgrades

**Meeting Type & Date**  
Regular Council Meeting  
May 7, 2019

**Action type**  
Resolution

**Recommendation**

That Council, by resolution, authorize a funding agreement in the amount of \$301,710 with the RWS for construction service charges for the RWS and City of Casper PLC/SCADA Upgrades Project.

**Summary**

Programmable logic controllers (PLC) and supervisory control and data acquisition (SCADA) systems are components that allow monitoring and remote control of industrial processes and equipment. These systems are critical components of the RWS and the City of Casper water treatment and distribution systems.

The existing SCADA and PLC equipment, along with the radio telemetry components used for communication between remote booster and tank sites, was installed in 1998. Although new SCADA servers and associated software were replaced in 2012, most of the original equipment is still in operation.

The RWS is undertaking a project to upgrade its PLC/SCADA equipment. Due to the interconnectivity of the RWS and City water distribution PLC/SCADA systems, and because of economies of scale, it makes sense to upgrade the City water distribution system PLC/SCADA equipment and the RWS systems simultaneously.

HDR Engineering Inc. (HDR) has completed design and bidding services for the project. At its February 2019 meeting, the RWS selected HOA Solutions, Inc., to provide construction services

for the PLC/SCADA Upgrade Project in the amount of \$1,492,816. The City of Casper portion will be \$301,710.

**Financial Considerations**

Upon consummation of this funding agreement, the City of Casper will pay \$301,710, its fair share of the design and construction administration costs, to the RWS.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Resolution

Agreement

**AGREEMENT BETWEEN THE CITY OF CASPER AND  
THE CENTRAL WYOMING REGIONAL WATER SYSTEM  
JOINT POWERS BOARD FOR CONSTRUCTION OF THE  
REGIONAL WATER SYSTEM AND THE CITY OF  
CASPER PLC/SCADA UPGRADE PROJECT**

THIS AGREEMENT is made, and entered into this 7<sup>th</sup> day of May, 2019 by and among the City of Casper, Wyoming, a Municipal Corporation, hereinafter referred to as "City," and the Central Wyoming Regional Water System Joint Powers Board, hereinafter referred to as "RWS."

WHEREAS, the RWS and City have PLC/SCADA equipment that is interconnected; and

WHEREAS, the existing PLC/SCADA equipment was installed in 1998 and requires upgrades; and,

WHEREAS, because of economies of scale, and manpower efficiencies, it is cost effective for the City and RWS to jointly perform the PLC/SCADA Upgrade Project; and,

WHEREAS, the RWS and City desire to jointly undertake construction of the PLC/SCADA Upgrade Project; and,

WHEREAS, a contract is needed between the parties to delineate the duties and financial responsibilities of each party for construction of the PLC/SCADA Upgrade Project.

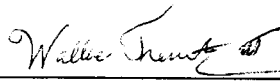
NOW, THEREFORE, it is hereby agreed among the parties that:

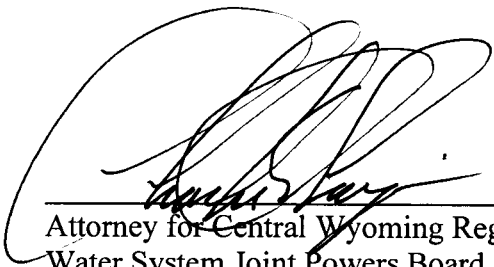
1. The RWS shall be responsible for administering the construction contract with the Contractor on behalf of the RWS and the City. The Contractor's professional service agreement will be with the RWS.
2. The City shall participate in meetings as requested by the Contractor and the RWS.
3. The City shall receive a complete set of as-built drawings, wiring diagrams, process diagrams, and operation and maintenance manuals at the completion of the project.
4. The anticipated cost for construction services for the PLC/SCADA Upgrade Project is One Million Three Hundred Ninety-Two Thousand Eight Hundred Sixteen Dollars (\$1,392,816). Furthermore, a construction contingency account in the amount of One Hundred Thousand Dollars (\$100,000) is recommended, for a total project amount of One Million Four Hundred Ninety-Two Thousand Eight Hundred Sixteen Dollars (\$1,492,816). The City's share of the cost is anticipated to be Three Hundred One Thousand Seven Hundred Ten Dollars (\$301,710).

5. Upon consummation of this agreement, the City shall pay the RWS for its proportionate share of the cost not to exceed Three Hundred One Thousand Seven Hundred Ten Dollars (\$301,710) unless modified by an amendment to this agreement. The RWS shall prepare and submit to the City an itemized bill covering only costs associated with construction service charges for the City.
6. The City of Casper and the Central Wyoming Regional Water System Joint Powers Board do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Parties specifically reserve the right to assert any and all rights, immunities and defenses they may have pursuant to the Wyoming Governmental Claims Act.

THIS AGREEMENT IS MADE AND DULY EXECUTED on the date first written above by the City Council of the City of Casper and the Board of the Central Wyoming Regional Water System Joint Powers Board.

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 Attorney for the City of Casper

  
 \_\_\_\_\_  
 Attorney for Central Wyoming Regional  
 Water System Joint Powers Board

ATTEST:

CITY OF CASPER, WYOMING  
 A Municipal Corporation:

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

\_\_\_\_\_  
 Charles Powell  
 Mayor

ATTEST:

CENTRAL WYOMING REGIONAL  
 WATER SYSTEM JOINT POWERS  
 BOARD:

\_\_\_\_\_  
 Kenneth Waters  
 Secretary

\_\_\_\_\_  
 H. H. King, Jr.  
 Chairman

RESOLUTION NO. 19-68

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR CONSTRUCTION SERVICES FOR THE PLC/SCADA UPGRADE PROJECT.

WHEREAS, the Central Wyoming Regional Water System Joint Powers Board (RWS) and City of Casper (City) have PLC/SCADA equipment that is interconnected; and,

WHEREAS, the existing PLC/SCADA equipment was installed in 1998 and requires upgrades; and,

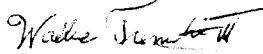
WHEREAS, because of economies of scale, and manpower efficiencies, it is cost effective for the City and RWS to jointly perform the PLC/SCADA Upgrade Project; and,

WHEREAS, the RWS and City desire to jointly undertake construction services for the PLC/SCADA upgrade 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 between the City of Casper and the Central Wyoming Regional Water System Joint Powers Board for Construction Services for the PLC/SCADA Upgrade Project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2019.

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

April 8, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with Central Wyoming Regional Water System Joint Powers Board (JPB) for the 2019 Roof Replacement Project for the City of Casper (City) and the Central Wyoming Regional Water System (CWRWS) in an amount not to exceed \$64,296.67.

Meeting Type & Date

Regular Council Meeting  
May 7, 2019

Action type

Resolution

Recommendation

That Council, by resolution, authorize an agreement in the amount of \$64,296.67 with the JPB for the 2019 Roof Replacement Project for the City of Casper and the Central Wyoming Regional Water System.

Summary

The 2019 Roof Replacement Project includes the removal and replacement of the existing roofing systems at Fort Caspar Museum, the Operation Building at the Central Wyoming Regional Water System Water Treatment Plant, and the DAFT Building at the Sam H. Hobbs Wastewater Treatment Plant. The existing roofing systems on the facilities are nearing the end of their operational lives, and a number of leaks have developed causing safety concerns. The new roofing systems will carry a twenty (20) year warranty after installation. Work is scheduled to be completed by July 26, 2019. The estimate prepared by the City Engineering Division was \$200,000.

On Tuesday, February 19, 2019, two (2) bids were received for the 2019 Roof Replacements, Project No. 18-092. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Limmer Roofing, Inc.</b>	<b>Mills, WY</b>	<b>\$140,000.00</b>
Dave Loden Construction, Inc.	Buffalo, WY	\$161,885.00

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted.

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

An agreement has been consummated with Limmer Roofing Inc. in the amount of \$140,000 with a \$14,000 contingency fund for a total project cost of \$154,000.00 to perform the 2019 Roof Replacement Project for the City and the CWRWS. The agreement specifies that at the end of the contract, the CWRWS will reimburse to the City their portion of the 2019 Roof Replacement Project for the Water Treatment Plant roof up to a maximum amount of \$64,296.67.

The JPB, at its regular April 16, 2019 meeting, approved this agreement.

#### Financial Considerations

At the conclusion of the contract with Limmer Roofing Inc., the CWRWS will pay an amount up to \$64,296.67, its portion of the contract, to the City.

#### Oversight/Project Responsibility

The agreement will be administered by Bruce Martin, Public Utilities Manager.

#### Attachments

Resolution

Agreement



**AGREEMENT BETWEEN THE CITY OF CASPER AND  
THE CENTRAL WYOMING REGIONAL WATER SYSTEM  
JOINT POWERS BOARD FOR THE 2019 ROOF  
REPLACEMENT PROJECT**

THIS AGREEMENT is made, and entered into this 7<sup>th</sup> day of ~~April~~<sup>May</sup>, 2019, by and among the City of Casper, Wyoming, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City," and the Central Wyoming Regional Water System Joint Powers Board, 1500 Southwest Wyoming Boulevard, Casper, Wyoming 82604, hereinafter referred to as "JPB." Throughout this document the City and JPB may be collectively referred to as the "Parties."

WHEREAS, both the City and the JPB desire to have existing roofing systems removed and replaced at the Water Treatment Plant, the Wastewater Treatment Plant, and at the Fort Casper Museum; and,

WHEREAS, because of economies of scale, and manpower efficiencies, it is cost effective for the City and JPB to jointly perform a roof replacement project; and,

WHEREAS, a contract is needed between the parties to delineate the duties and financial responsibilities of each party for the 2019 Roof Replacement Project.


NOW, THEREFORE, it is hereby agreed among the parties that:

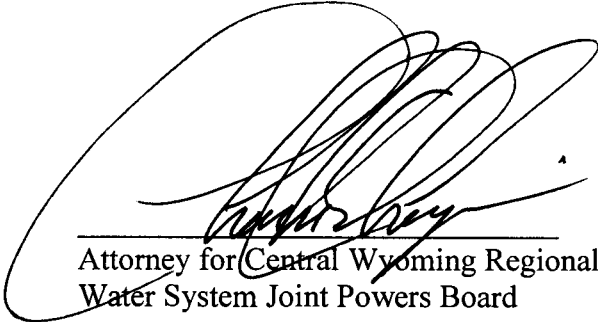
1. The City shall be responsible for administering the 2019 Roof Replacement Project on behalf of the JPB and the City. The Contractor's professional service agreement will be with the City.
2. The JPB shall participate in any upfront meetings, the pre-construction meeting, and the final walkthrough of the completed project.
3. The JPB shall provide access to the Water Treatment Plant roof that is in need of replacement.
4. The anticipated cost for the entire 2019 Roof Replacement Project, including contingency funds in the amount of \$14,000, is One Hundred Fifty-Four Thousand Dollars (\$154,000). The JPB's share of the cost is anticipated to be Sixty-Four Thousand Two Hundred Ninety-Six Dollars and Sixty-Seven Cents (\$64,296.67) as shown in the cost breakdown in Exhibit "A".
5. At the end of the project, the City shall bill the JPB for its proportionate share of the cost of the project not to exceed Sixty-Four Thousand Two Hundred Ninety-Six Dollars and Sixty-Seven Cents (\$64,296.67) unless modified by an amendment to this agreement. The City shall prepare and submit to the JPB an itemized bill covering only costs associated with the portion of the 2019 Roof Replacement Project for the Water Treatment Plant. The JPB shall pay the itemized bill within 45 days of receipt.

6. The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Parties specifically reserve the right to assert any and all rights, immunities and defenses they may have pursuant to the Wyoming Governmental Claims Act.

THIS AGREEMENT IS MADE AND DULY EXECUTED on the date first written above by the City Council of the City of Casper and the Board of the Central Wyoming Regional Water System Joint Powers Board.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for the City of Casper

  
\_\_\_\_\_  
Attorney for Central Wyoming Regional  
Water System Joint Powers Board

ATTEST:

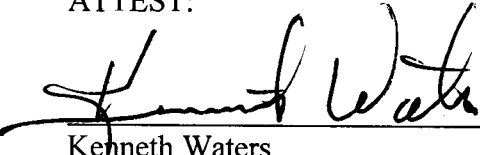
CITY OF CASPER, WYOMING  
A Municipal Corporation:

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

\_\_\_\_\_  
Charles Powell  
Mayor

ATTEST:

CENTRAL WYOMING REGIONAL  
WATER SYSTEM JOINT POWERS  
BOARD:

  
\_\_\_\_\_  
Kenneth Waters  
Secretary

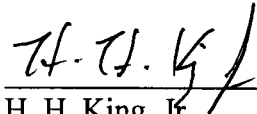
  
\_\_\_\_\_  
H. H. King, Jr.  
Chairman

Exhibit "A"

2019 Roof Replacements  
Project No. 18-092  
Bid Tabulation

Item No.	BASE BID ITEMS	QUANTITY	UNIT COST	Engineer's Estimate		Limmer Roofing		Dave Loden Construction, Inc.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Fort Caspar Museum Membrane Roofing System	1	LS	\$ 54,000.00	\$ 54,000.00	\$48,920.00	\$48,920.00	\$61,100.00	\$61,100.00
2	WTP Operations Building - 3rd Floor Membrane Roofing System	1	LS	\$ 72,000.00	\$ 72,000.00	\$59,630.00	\$59,630.00	\$58,805.00	\$58,805.00
3	WWTP DAFT Building Membrane Roofing System	1	LS	\$ 74,000.00	\$ 74,000.00	\$31,450.00	\$31,450.00	\$42,180.00	\$42,180.00
<b>TOTAL</b>					<b>\$ 200,000.00</b>		<b>\$140,000.00</b>		<b>\$162,085.00</b>

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted.

	Roof	Contingency	Total
1) Fort Casper Museum	\$48,920.00	\$4,666.67	\$53,586.67
2) Water Treatment Plant	\$59,630.00	\$4,666.67	\$64,296.67
3) Wastewater Treatment Plant	\$31,450.00	\$4,666.67	\$36,116.67
		<b>Total</b>	<b>\$154,000.00</b>

RESOLUTION NO.19-69

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD FOR THE 2019 ROOF REPLACEMENT PROJECT FOR THE CITY OF CASPER AND THE REGIONAL WATER SYSTEM.

WHEREAS, both the City of Casper (City) and the Central Wyoming Regional Water System Joint Powers Board (JPB) desire to have existing roofing systems removed and replaced at the Water Treatment Plant, the Wastewater Treatment Plant, and at the Fort Casper Museum; and,

WHEREAS, because of economies of scale, and manpower efficiencies, it is cost effective for the City and JPB to jointly perform a roof replacement project; and,

WHEREAS, the Contractor's agreement will be with the City; and,

WHEREAS, the City and JPB desire to enter into an agreement for completion of the 2019 Roof Replacement 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 between the City of Casper and the Central Wyoming Regional Water System Joint Powers Board for the 2019 Roof Replacement Project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

April 22, 2019

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

FROM: Andrew Beamer, Public Services Director  
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Authorizing a Contract for Professional Services with Wenck Associates, Inc., in the Amount of \$75,000 for updating the Casper Solid Waste Division 10-year Business Plan, Project No. 18-088

Meeting Type & Date:

Regular Council Meeting

May 7, 2019

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Wenck Associates, Inc. (Wenck), in an amount not to exceed \$75,000, for updating the Casper Solid Waste Division 10-year Business Plan, Project No. 18-088.

Summary:

The City is required to meet requirements of the Wyoming Department of Environmental Quality Solid Hazardous Waste Division (WDEQ/SHWD) to update landfill and solid waste transfer facility owner's Integrated Solid Waste Management Plan (ISWMP); §35-11-1901 through 1904. The Casper May 20, 2009 ISWMP was approved by City Council at a Regular Council meeting in 2019 and referred to as the Casper Solid Waste Division 10-year Business Plan.

The City of Casper received two (2) proposals to update the Casper Solid Waste Division 10-year Plan. Wenck was determined to be the most qualified to complete WDEQ/SHWD requirements for updating the Casper Solid Waste Division 10-year Business Plan.

Staff recommends awarding Wenck a contract for the work to update Casper's Solid Waste Division 10-year Business Plan, Project No. 18-088. The time of performance for this contract is to complete all tasks by September 30, 2019, for a total contract price of \$75,000. This contract includes updating the rate models used in the solid waste division and identifying solid waste systems to be evaluated in the next 10 years.

Financial Considerations

Project funding is from Balefill Fund Reserves and is included in the Balefill FY19 budget.

Wenck Associates, Inc.  
Update Casper Solid Waste Division  
10-year Business Plan  
Project 18-088

Page 1 of 2

Oversight/Project Responsibility

Cindie Langston, Solid Waste Division Manager

Attachments

Resolution

Contract for Professional Services

Exhibit A – Wenck Scope of Work

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 7<sup>th</sup> day of May, 2019, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Wenck Associates, Inc., 201 South Main Street, Suite 2003, Sheridan, Wyoming 82801 ("Consultant").

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

### RECITALS

A. The City is undertaking a project to update the Solid Waste Division's 10-year Business Plan to meet requirements of the Wyoming Department of Environmental Quality Solid Hazardous Waste Division (WDEQ/SHWD) to update landfill and solid waste transfer facility owner's Integrated Solid Waste Management Plan (ISWMP); §35-11-1901 through 1904.

B. The project requires professional services to update the City of Casper's May 20, 2009, ISWMP, aka the Casper Solid Waste Division Business Plan.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project as provided in Exhibit "A", Page 1 of 6 to Page 5 of 6, which is attached hereto and made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of September, 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Seventy-Five Thousand Dollars (\$75,000.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

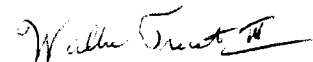
This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized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

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



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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

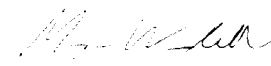
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Charles Powell  
Mayor

WITNESS:

CONSULTANT:  
Wenck Associates, Inc.

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

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

Printed Name: \_\_\_\_\_

Printed Name: Morgan Wardell, PE

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

Title: Associate/Project Manager

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- 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, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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





EXHIBIT A

4/22/19

**Ms. Cindie Langston**

Solid Waste Manager  
City of Casper  
1883 N. Station Road  
Casper, WY 82609

RE: 10-Year Solid Waste Business Plan and Integrated Solid Waste Management Plan, City of Casper

**Dear Ms. Langston:**

Please find below a detailed scope of work as requested by the City of Casper for Wenck to complete the 10-year Solid Waste Business Plan and Integrated Solid Waste Management Plan for the City of Casper. A project cost estimate and scope of work are proposed.

**Scope of Services:**

Wenck will provide the following scope of professional services for this project:

**1. Task 1 – Project Meetings**

- a. Weekly Conference Call
  - i. Wenck PM will participate in a weekly conference call with City Staff on questions pertaining to the 10-year business plan, recommendations, or other topics regarding the project. It is anticipated these meetings will be no longer than 1 hour.
- b. Project Kickoff Meeting
  - i. Wenck will complete a review of the previous 10-year business plan, and other materials provided by the City pertaining to solid waste operations, including:
    1. Current Volumes or weights of Major Waste Types Received and Anticipated Future Waste Volumes
    2. Annual Municipal Solid Wastes in Volume and Tonnage
    3. Annual segregated Household Hazardous waste by volume or weight and/or Annual Conditional Exempt Small Quantity Generator Hazardous Waste by volume or by weight
    4. Annual Infectious Waste by volume or by weight
    5. Annual Animal and Dead Carcasses Wastes by volume or by weight
    6. Annual Construction & Demolition Wastes by volume or by weight
    7. Annual segregated Recyclable or Reusable Commodities by volume or by weight
    8. Annual Industrial Wastes by volume or by weight

9. Annual Special Wastes by volume or by weight, such as petroleum contaminated soils, asbestos containing material, bulk tires, etc.
  10. Current Service Population and Expected Population Growth and Development Patterns
  11. Existing Solid Waste Business Plan Including Cost Accounting Documents
  12. Current Rate Model data in Excel spreadsheets
  13. Current Options for changing the existing recycling program.
  14. Current airspace data and planned CRL closure sequencing and CRL lined and unlined cell construction costs
- ii. It is anticipated that the meeting will last up to 2-hours.
  - iii. Wenck will prepare an agenda and provide it to the City for comment, prior to the meeting. Wenck will also provide minutes of the meeting.
- c. 30% Review
- i. Wenck will provide a 30% draft of the 10-year business plan, rate model update and options for changing the existing recycling program, including status quo option, and recommended option to the City for comment. It is anticipated the City will provide comments within 7 days of initial submittal.
  - ii. Comments will be discussed at the weekly conference call.
- d. 50% Review Meeting
- i. Wenck will provide a 50% draft of the 10-year business plan, rate model update, and cost models for each option to change the current recycling program models to the City for comment. It is anticipated the City will provide comments within 7 days of initial submittal.
  - ii. Wenck will participate in a meeting with City Management to discuss comments or questions regarding the 10-year business plan. This will be held in Casper and is anticipated to be no longer than 2 hours.
- e. 90% Review Meeting
- i. Wenck will provide a 90% draft of the 10-year business plan, rate model update, and cost models for each option to change the current recycling program to the City for comment. It is anticipated that the City will provide comments within 7 days of initial submittal.
  - ii. Wenck will participate in a meeting with City Management to discuss comments or questions regarding the 10-year business plan. This will be held in Casper and is anticipated to be no longer than 2 hours.

## **2. Task 2 – ISWMP Development**

- a. Wenck will evaluate and prepare a writeup on the following items for the ISWMP:
  - i. A schedule for implementation of the Updated ISWMP/10-year Business Plan.
  - ii. A description of the City's solid waste permitted user area and the current communities using the City's Regional Solid Waste Facility;
  - iii. An evaluation of current and projected volumes and tonnage for all major waste types, including population projections for the service area over a period of not less than ten (10) years;

- iv. A description of the selected procedures, facilities, and systems for solid waste collection, transfer, treatment, and storage;
- v. Information about how the facility and each system(s) is funded;
- vi. Business Plan goals to enhance or improve customer services, improve operational efficiencies, and decrease safety hazards and employee accidents and injuries;
- vii. Public information and education strategies for implementation of the 10-year business plan;
- viii. Waste diversion, reduction, reuse, recycling or composting programs to be evaluated for implementation;
- ix. Household hazardous waste management and other special waste management techniques and strategies;
- x. Updated and modified rate models for both Refuse Collection and Balefill Enterprise Funds;
- xi. Standard Operating Procedures for the recommended option to change the existing recycling program and
- xii. For this task, it was assumed the City of Casper would provide data as listed in Section 1(b)(i)

### **3. Task 3 - 10-year Solid Waste Business Plan Development**

- a. In conjunction with the ISWMP, Wenck will prepare a 10-year Solid Waste Business Plan for the City of Casper.
- b. Wenck understands the objectives of the adopted 10-year Business Plan shall include the following:
  - i. To assist City staff with selection of a solid waste program update that addresses six major operating elements:
    - 1. An environmentally sound solid waste management system;
    - 2. Waste collection, transportation and disposal;
    - 3. Opportunities for waste diversion, reduction reuse, recycling, or composting;
    - 4. Household hazardous waste management and special waste management;
    - 5. A Continuous Process for Enhancing and Improving customer services;
    - 6. A Continuous Process for Reducing Safety Hazards and Employee Accidents and Injuries; and
  - ii. To prepare and submit an approved Solid Waste Division 10-year Business Plan to DEQ to serve as the first 10-year ISWMP update as required by State Statute.
  - iii. To update the existing rate model to incorporate features that simplify the process and provide a visual depiction of the projected status of the reserves for both the Balefill and Refuse Collection funds.
  - iv. To provide write ups for options to change the existing recycling program including a rate structure and standard operating procedures for the recommended option.
- c. Along with the items noted in the ISWMP, the 10-Year Solid Waste Business Plan will also include the following:
  - i. A brief description of the alternative solid waste management services and systems evaluated in the May 20, 2009 ISWMP, and the selected solid

- ii. Description of the funding sources and financial systems in place that cover all operational and capital costs, including future landfill closures, equipment replacement, building maintenance planning, and future cell construction. It must also include a 10-year capital plan for new buildings, existing building maintenance, new equipment, existing equipment replacement, future landfill cell closures, future lining new landfill cells, and ongoing post closure and remediation costs associated with the Balefill Closure permit.
- iii. Update to the existing rate model Excel Spreadsheet to include the 10-year operational and capital plans with the projected waste volumes expected to be accepted at the Casper Regional Landfill, the recycling waste volumes expected to be received at the Material Recovery Facility located at the Casper Regional Transfer Station, and the Casper Solid Waste Division's Refuse Collection waste collection data. In addition, Wenck will modify the rate models to incorporate changes as requested by the City Project Manager.
- iv. Reasonable alternate solid waste management services and systems to include in the updated ISWMP based on meetings with the Project Manager, such as various waste reduction systems (banning plastic bags, mulch mowing, using re-useable water bottles, etc.) and recycling systems (construction & demolition wastes – clean wood, asphalt shingles, etc.). The ISWMP will include an economic analysis of the total cost of each alternative service with capital and operating costs.
- v. Goals for the 10-year Business Plan related to establish operations at the Material Recovery Facility, Biosolids Composting Facility, and landfill remediation and goals for improving customer service and provided amenities. This will include the development of SOPs for operating the MRF and setting rates for incoming materials.
  - 1. Development of the SOPs and rates is anticipated to be provided by August 6<sup>th</sup> to the City Council for Approval.
- vi. Evaluation of the existing landfill gas system:
  - 1. Evaluation of the current gas system including the concentration of methane, flows/volume, fluctuation of flow and design and expandability of the current active gas system – operating within the closed unlined portion of the landfill.
  - 2. Evaluating additional landfill areas for future expansion of the gas system including waste mass, current and future waste volumes, adaptability of existing system to be connected to future expansions
  - 3. Estimate of cost of future gas infrastructure needs and anticipated gas flows
  - 4. Estimate energy generation costs versus revenue projection
- vii. The information gathered through the above effort would be evaluated towards providing recommendations to the City of Casper for consideration towards:
  - 1. Continuing to flare, but looking toward future options and timing of implementation based on future gas estimates
  - 2. Partnering with a gas developer



3. Using the gas on-site for electrical generation or offsetting building heating costs
  4. Other alternatives (i.e., compressed natural gas, incorporation into gas pipeline)
- d. In the process of developing the ISWMP and 10-year Solid Waste Business Plan, it is anticipated the City of Casper will assist the Project Manager with the following efforts:
- i. Fostering public participation and education
  - ii. Utilizing information strategies, such as City Council work sessions or regular meetings, and/or public meetings during the preparation of the 10-year Business Plan.
  - iii. Assisting in preparation of the governing body's resolution adopting the plan.
  - iv. Submittal of the adopted ISWMP/10-year Solid Waste Business Plan to DEQ for approval.

### Anticipated Project Schedule

Wenck will perform the scope of services listed above, within the timeframes listed below:

<b>TASK</b>	<b>Date</b>
Notice to Proceed	May 7 <sup>th</sup> , 2019
Project Kickoff Meeting	May 16 <sup>th</sup> , 2019
Completion of 30% 10-year Business Plan	June 14 <sup>th</sup> , 2019
Completion of 50% 10-year Business Plan	July 15 <sup>th</sup> , 2019
Completion of Draft MRF Rate Analysis and SOP	July 15 <sup>th</sup> , 2019
Presentation of MRF Plan to Solid Waste Advisory Committee	July 17 <sup>th</sup> , 2019
Presentation of MRF Plan to City Council at a Work Session	July 23 <sup>rd</sup> , 2019
Approval of MRF Plan at Regular City Council Meeting	August 6 <sup>th</sup> , 2019
Completion of 90% 10-year Business Plan	August 30 <sup>th</sup> , 2019
Presentation to City Council at a Work Session	September 9 <sup>th</sup> , 2019
Approval at Regular City Council Meeting	September 16 <sup>th</sup> , 2019
Submit to WDEQ	September 30 <sup>th</sup> , 2019

The project costs are summarized on the next page.

Ms. Cindie Langston  
 Solid Waste Manager  
 City of Casper  
 4/22/19



TASK	RATES					Total Labor	Expenses	Task Total
	Menden, Sloan, Ambrosie, Hanson \$185	Mackowick \$175	Wardell, Krall, Beyer, Swor \$155	\$105*	\$90*			
Task 1 – Project Meetings	24	4	48		5	\$ 13,030	\$ 1,625	\$ 14,655
Task 2 – ISWMP Development	12	8	32	10	6	\$ 10,170	\$ 765	\$ 10,935
Task 3 - 10-year Solid Waste Business Plan Development	68	32	132	50	23	\$ 45,960	\$ 3,450	\$ 49,410
<b>TOTAL</b>						<b>\$ 69,160</b>	<b>\$ 5,840</b>	<b>\$ 75,000</b>

\*Staff to be determined, based on project needs.

We appreciate the opportunity to partner with the City of Casper on this project, and to work with you to address the potential opportunities to further improve and promote your solid waste facilities.

If you have any questions, please feel free to contact either Steve Menden or myself and we would be happy to assist you.

Sincerely,

Morgan Wardell, PE  
 Wenck  
 Associate/Project Manager

Steve Menden  
 Wenck  
 Principal

RESOLUTION NO.19-70

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WENCK ASSOCIATES, INC., FOR UPDATING THE 10-YEAR CASPER SOLID WASTE DIVISION BUSINESS PLAN, PROJECT NO. 18-088.

WHEREAS, Article 19 (Integrated Solid Waste Management Planning) of Wyoming Statutes §35-11-1901 through 1904 requires landfill owners to update their Integrated Solid Waste Management Plans (ISWMP) by December 1, 2019; and,

WHEREAS, the requirement to update the ISWMP is contingent upon the Wyoming Legislature making at least one million three hundred thousand dollars (\$1,300,000) available for grants to assist local governments in preparing the ISWMPs; and,

WHEREAS, the Wyoming Legislature has not made said grant funding available to trigger the ISWMP's obligation; and,

WHEREAS the City of Casper wants to update its ISWMP to honor the intent of the ISWMP statutes and replace the Casper ISWMP with a Solid Waste Division 10-year Business Plan; and,

WHEREAS, the City of Casper desires to enter into a Contract for Professional Services with Wenck Associates, Inc., to update the City of Casper's May 20, 2009 ISWMP, also known as the Solid Waste Division's 10-year Business Plan; and,

WHEREAS, Wenck Associates, Inc., is able and willing to provide those services, specified as Solid Waste Division Business Plan Update, Project No. 18-088.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Wenck Associates, Inc., to provide professional consulting services for the Solid Waste Division Business Plan Update, Project No. 18-088.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments as set forth in said Agreement with funds from the Balefill Cost Center not to exceed the sum of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:



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ATTEST:

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Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Charles Powell  
Mayor



April 17, 2019

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

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

SUBJECT: Authorizing an Agreement with Ramshorn Construction, Inc., in the Amount of \$934,086.00, for the 2019 13<sup>th</sup> Street Improvements, Project No. 18-075.

Meeting Type & Date  
Regular Council Meeting  
May 7, 2019

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Ramshorn Construction, Inc., for construction of the 2019 13<sup>th</sup> Street Improvements, Project No. 18-075, for the base bid amount of \$934,086.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$15,914.00, for a total project amount of \$950,000.00.

Summary

On April 17, 2019, bids were received from four (4) contractors for construction of the 2019 13<sup>th</sup> Street Improvements Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Ramshorn Construction</b>	<b>Casper, Wyoming</b>	<b>\$ 934,086.00</b>
Knife River	Casper, Wyoming	\$1,106,566.00
71 Construction	Casper, Wyoming	\$1,166,380.50
Grizzly Excavating & Construction	Casper, Wyoming	\$1,307,914.56

The Engineering Office estimate for the project was \$950,000.00.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements and street reconstruction each year. 13<sup>th</sup> Street from CY Avenue to McKinley Street was designated as one of the City's highest priorities for street reconstruction.

Plans for the project include milling and overlay of all asphalt pavement; reconstruction of failing curb-walks, approaches, valley gutters, and curb and gutter; and addition of ADA accessible concrete ramps. Construction of the improvements is to be substantially complete by November 16, 2019.

Financial Considerations

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

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 Ramshorn Construction, Inc., hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make improvements to asphalt and concrete surfaces on a portion of 13<sup>th</sup> Street; and,

WHEREAS, Ramshorn Construction, Inc., is able and willing to provide those services specified as the City of Casper, 2019 13<sup>th</sup> Street Improvements, Project No. 18-075.

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, 2019 13<sup>th</sup> Street Improvements, Project No. 18-075.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 31, 2019 (Phase 1) and November 16, 2019 (Phase 2), and completed and ready for final payment in accordance with Article 14 of the General Conditions by September 14, 2019 (Phase 1) and November 30, 2019 (Phase 2).
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in

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

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Nine Hundred Thirty-Four Thousand Eighty-Six and 00/100 Dollars (\$934,086.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

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

- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work

which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1,2,3.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).

- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 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: 2019 13<sup>th</sup> Street Improvements – Sheets 1 – 12

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.

*(this space 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:  
(2019 13<sup>th</sup> Street Improvements, Project 18-075)

Walter Tremel

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

CONTRACTOR:  
Ramshorn Construction, Inc.  
PO Box 2422  
Casper, WY 82602

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

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

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

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

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

Fleur D. Tremel

Charles Powell

Title: City Clerk

Title: Mayor



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

PROJECT IDENTIFICATION: City of Casper  
2019 13<sup>th</sup> Street Improvements  
Project No. 18-075

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 **August 31, 2019 (Phase 1) and November 16, 2019 (Phase 2)**, and completed and ready for final payment not later than **September 14, 2019 (Phase 1) and November 30, 2019 (Phase 2)**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>4-12-19</u>
Addendum No. <u>2</u>	Dated <u>4-15-19</u>
<u>3</u>	<u>4-16-19</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,

BF-1

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: \$ 934,086<sup>00</sup>  
TOTAL BASE BID, IN WORDS: Nine Hundred Thirty Four  
Thousand Eighty Six & Zero Cents DOLLARS.

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

Address of Bidder: Zemshun Construction Inc.  
PO Box 2422  
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 April 17<sup>th</sup>, 2019.

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: Ranshorn Construction Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Tyler Bartley (seal)

(Title) V.P.

(Seal)

Attest: [Signature]

Business Address: Ranshorn Construction Inc.  
P.O. Box 2422  
Casper WY 82602

Phone Number: 307-234-6879

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**  
**2019 13TH STREET IMPROVEMENTS**  
 Project No. 18-075

Bid Date: April 17, 2019

COMPANY NAME: Ramshona Construction Inc.  
 ADDRESS: PO Box 2422 Casper WY 82407

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

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1		92,500 <sup>00</sup>
2	F&I Temporary Traffic Control	LS	1		51,750 <sup>00</sup>
3	F&I Project Signs	EA	4	575 <sup>00</sup>	2,300 <sup>00</sup>
4	Remove Asphalt Surfacing by Cold Milling	SY	21,100	2.02	42,622 <sup>00</sup>
5	R&R Asphalt Pavement Patch Section (4" Pvm/8" Base)	SY	1,000	47.75	47,750 <sup>00</sup>
6	F&I Separation/Stabilization Fabric	SY	1,000	4.20	4,200 <sup>00</sup>
7	F&I Asphalt Leveling Course	TON	100	92.00	9,200 <sup>00</sup>
8	F&I 2" Asphalt Overlay	TON	3,050	94.00	286,700 <sup>00</sup>
9	Materials Testing for Asphalt Materials	LS	1		15,000 <sup>00</sup>
10	F&I New 18" PVC Storm Sewer Pipe	LF	140	115.55	16,177 <sup>00</sup>
11	F&I New Storm Sewer Catch Basin	EA	4	2850 <sup>00</sup>	11,400 <sup>00</sup>
12	R&R Storm Sewer Manhole (Brick-to-Concrete)	EA	0	\$ -	\$ -
13	Adjust Manhole Top & Install 5'x5' Concrete Diamond (OFF-SITE)	EA	12	1340 <sup>00</sup>	16,080 <sup>00</sup>
14	Remove Steps from Existing Manhole	EA	20	155 <sup>00</sup>	3,100 <sup>00</sup>
15	Adjust Manhole Top & Install 5'x5' Concrete Diamond	EA	26	883 <sup>00</sup>	23,088 <sup>00</sup>
16	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	38	550 <sup>00</sup>	20,900 <sup>00</sup>
17	F&I 2'x8' White X-Walk Bar Marking	EA	66	285 <sup>00</sup>	18,810 <sup>00</sup>
18	F&I 2'x8' White Stop Bar Marking	LF	74	35 <sup>00</sup>	2,590 <sup>00</sup>
19	Relocate Existing Stop Sign or Street Sign	EA	1	489 <sup>00</sup>	489 <sup>00</sup>
20	F&I X-Walk Traffic Sign & Pole	EA	8	885 <sup>00</sup>	7,080 <sup>00</sup>
21	R&R Concrete Curb & Gutter (30" Wide)	LF	400	44 <sup>00</sup>	17,600 <sup>00</sup>
22	R&R Concrete Curbswalks & Sidewalks (Widths Vary)	SF	4,400	12.13	53,372 <sup>00</sup>
23	R&R Concrete Driveway/Approach/Fillet (6" Conc/4" Base)	SF	4,000	13.25	53,000 <sup>00</sup>
24	R&R Concrete Curbswalk/Sidewalk with Type I or III ADA Ramp	SF	8,700	11.55	100,485 <sup>00</sup>
25	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	68	124 <sup>00</sup>	8,432 <sup>00</sup>
26	Tree Trimming	EA	10	759 <sup>00</sup>	7,590 <sup>00</sup>
27	Miscellaneous Landscaping & Sprinkler Repairs	LS	1		15,931 <sup>00</sup>
28	R&R Water Valve Box Entirely	EA	2	1485 <sup>00</sup>	2,970 <sup>00</sup>
29	R&R Water Valve Box Top Section	EA	2	1485 <sup>00</sup>	2,970 <sup>00</sup>
<b>TOTAL BASE BID</b>					<b>934,086<sup>00</sup></b>

RESOLUTION NO. 19-71

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RAMSHORN CONSTRUCTION, INC., FOR THE 2019 13<sup>TH</sup> STREET IMPROVEMENTS, PROJECT NO. 18-075.

WHEREAS, the City of Casper desires to make utility and surfacing improvements to 13<sup>th</sup> Street from CY Avenue to McKinley Street; and,

WHEREAS, Ramshorn Construction, Inc., is able and willing to provide those services specified as the 2019 13<sup>th</sup> Street Improvements, Project 18-075; 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.

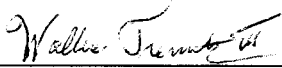
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Ramshorn Construction, Inc., for those services, in the amount of Nine Hundred Thirty-Four Thousand Eighty-Six and 00/100 Dollars (\$934,086.00).

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 Nine Hundred Thirty-Four Thousand Eighty-Six and 00/100 Dollars (\$934,086.00), and Fifteen Thousand Nine Hundred Fourteen and 00/100 Dollars (\$15,914.00) for a construction contingency account, for a total price of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00).

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 \_\_\_\_\_, 2019.

APPROVED AS TO FORM:  
(2019 13<sup>th</sup> Street Improvements, Project 18-075)

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

April 18, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with RDO Equipment Co., in the Amount of \$168,700, for the CRL GPS Equipment, Project No. 16-047.

Meeting Type & Date  
Regular Council Meeting  
May 7, 2019

Action type  
Resolution

Recommendation  
That Council, by resolution, authorize an agreement with RDO Equipment Co., for the CRL GPS Equipment, Project No. 16-047, for the amount of \$168,700. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$1,300, for a total project amount of \$170,000.

Summary  
On April 16, 2019, one (1) bid was received for the procurement and installation of the CRL GPS Equipment, Project No. 16-047. The bid for the work was as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>RDO Equipment Co.</b>	<b>Rapid City, South Dakota</b>	<b>\$197,600.00</b>

WWC Engineer has been contracted for engineering design for the project. WWC's estimate for the base bid was \$170,000.

The project consists of installing new machine control systems and software applications for existing landfill vehicles: Caterpillar 140H motor grader, 2018 Caterpillar 826K compactor, and 2001 Caterpillar 826G compactor. The systems and software will assist staff with real time waste placement and boundary control within the active Casper Regional Landfill.

Financial Considerations  
Funding for the project will be from FY18 Solid Waste New Heavy Equipment.

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 RDO Equipment Co., 1540 Deadwood Ave., Rapid City, South Dakota 57702, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install machine control systems and software for an existing Caterpillar 140H motor grader, an existing 2018 Caterpillar 826K compactor, and an existing 2001 Caterpillar 826G compactor.

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

**CRL Equipment GPS, Project No. 16-047.**

NOW, THEREFORE, it is hereby agreed as

follows: ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the CRL Equipment GPS, Project No. 16-047, 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 July 17, 2019, and ready for final payment in accordance with Article 14 of the General Conditions by July 24, 2019. Substantial Completion will be accepted once all equipment and software is furnished, installed, tested, in working order as intended, and all training has been performed as required.
- 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 One Hundred Sixty-Eight Thousand Seven Hundred and 00/100 Dollars (\$168,700.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Base Bid Item 1 and the Alternate Bid Item A1.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

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

by the City to the Contractor pursuant to this agreement.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 of the Bid Schedule.)
- 8.4 Addenda No. None.
- 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 One (1) Sections.
- 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:

**CRL Equipment GPS, Project No. 16-047**
- 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 7<sup>th</sup> day of May, 2019.

APPROVED AS TO FORM:  
(CRL Equipment GPS, Project No. 16-047)

Wallace Tremblay

CONTRACTOR:

ATTEST:

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

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

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

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

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

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

Title: Fleur D. Tremel  
City Clerk

Title: Charles Powell  
Mayor

## Alex Sveda

---

**From:** Vaughn, Chris A <CVaughn@rdoic.com>  
**Sent:** Thursday, April 18, 2019 7:09 AM  
**To:** Alex Sveda  
**Subject:** RE: Casper CRL GPS Equipment bid

Alex-You are correct. The total amount of the Carlson bid is \$168,700. The total bid of the TOPCON is \$197,600. Line A1 should have been a deduct of \$28,900. I apologize for the error. Please let me know if you need anything else.

Thanks,  
Chris Vaughn

**From:** Alex Sveda <asveda@casperwy.gov>  
**Sent:** Tuesday, April 16, 2019 10:45 AM  
**To:** Vaughn, Chris A <CVaughn@rdoic.com>  
**Cc:** Garrett, Sean S <SGarrett@rdoic.com>  
**Subject:** Casper CRL GPS Equipment bid

**CAUTION:** This email originated from outside of R.D. Offutt Company. Do not click links, open attachments, or respond unless you recognize the sender and know the content is safe.

Chris,

We received bids today for this work, and RDO Equipment Co. (RDO) was the apparent low bidder.

One item that will need clarification from RDO is with regards to the alternate bid item A1 in the bid schedule. This is an Add/Deduct to bid item 1. It appears that the full price was included in this instead of the Add/Deduct, and

it would seem that bid item A1 would be the difference between bid item 1 and A1 and be a Deduct, but I want to make sure.

If this is the case, please clarify in a response and/or revise the attached and return to me. If this is not the case, please also let me know.

Thanks,

Alex Sveda, P.E.  
Associate Engineer  
City of Casper  
200 N. David St.  
Casper, WY 82601  
P 307 235-8341  
F 307 234-0709  
[asveda@casperwy.gov](mailto:asveda@casperwy.gov)





- 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: \$ 197,600.00

TOTAL BASE BID, IN WORDS: One hundred Ninety Seven Thousand Six Hundred 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: RDO Equipment Co.  
1540 Dandelwood Ave.  
Rapid City, SD 57702

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

Submitted on April 16<sup>th</sup>, 2019.

BF-2

Bidder is bidding as a Non-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: \_\_\_\_\_

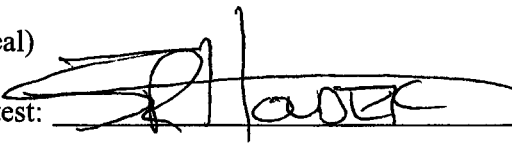
A CORPORATION OR LIMITED LIABILITY COMPANY

By: ADD Equipment Co (seal)  
(Corporation's or Limited Liability Company's Name)

Delaware  
(State of Incorporation or Organization)

By: Vaughn, Chris (seal)

(Title) Account Manager

(Seal)  Houdek, Sid  
Attest:

Business Address: 1540 Deadwood Ave.  
Rapid City, SD 57702

Phone Number: 406-794-2135

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  
 CRL Equipment GPS  
 Project No. 16-047

BASE BID SCHEDULE ITEMS					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	Total Cost
1	CRL Equipment GPS	LS	1	\$197,600	\$197,600
TOTAL Base Bid					\$ 197,600

ALTERNATE BID SCHEDULE ITEMS					
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	Total Cost
A1	Add/Deduct for CRL Equipment GPS using Carlson Products	LS	1	\$168,700	\$168,700
TOTAL Alternate Bid					\$168,700

RESOLUTION NO. 19-72

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RDO EQUIPMENT CO., FOR CRL GPS EQUIPMENT, PROJECT NO. 16-047.

WHEREAS, the City of Casper desires to install new machine control systems and software applications for existing landfill vehicles; and,

WHEREAS, RDO Equipment Co., is able and willing to provide those services specified as the CRL GPS Equipment, Project No. 16-047; 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 RDO Equipment Co., for those services, in the amount of One Hundred Sixty-Eight Thousand Seven Hundred and 00/100 Dollars (\$168,700.00).

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 Sixty-Eight Thousand Seven Hundred and 00/100 Dollars (\$168,700.00), and One Thousand Three Hundred and 00/100 Dollars (\$1,300.00) for a construction contingency account, for a total price of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00).

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 \_\_\_\_\_, 2019.

APPROVED AS TO FORM:  
(CRL GPS Equipment, Project No. 16-047)

*Wallace Tremel*

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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Fleur D. Tremel  
City Clerk

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Charles Powell  
Mayor

April 18, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Liz Becher, Planning and Community Development Director  
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 4 in the amount of \$18,531 with Western States Fire Protection, for the Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025.

Action Type:  
Regular Council Meeting  
May 7, 2019

Recommendation:  
That Council, by resolution, authorize Change Order No. 4 (CO4) with Western States Fire Protection (WSFP) in the amount of \$18,531 and a time extension of seventy-five (75) days.

Summary:  
Western States Fire Protection under contract for the Life Steps Campus Building 'F' Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025. The project consists of a new fire suppression system for Life Steps Building 'F' and a Life Steps Campus-wide Fire Alarm System replacement.

CO4 includes additional work to replace existing audible alarm units, bases, strobes, pull stations and control relays, as requested by the Casper Fire Department (CFD). CO4 also includes a time extension of seventy-five (75) days to complete the additional work. The original work was completed and met code requirements, however, the additional work has been requested by the CFD in order to add redundancy to the alarm system.

Engineering Design Associates (EDA) has been hired by the City for design and construction administration of the work. EDA and City staff recommend award of CO4 to WSFP.

Financial Considerations:  
Funding for this CO4 will be from a Community Development Block Grant for the Life Steps Campus, established at the contract award, with the remaining balance coming from the same funding for the Life Steps Campus. The contract with WSFP, with approval of CO4, will be \$266,881.00.

Oversight/Project Responsibility:  
Alex Sveda, Associate Engineer

Attachments:  
Resolution; CO4.







a Division of Western States Fire Protection Co.

7306 W. Yellowstone Highway
Casper, Wyoming 82604
(307) 266-5222 Fax: (307) 266-5224

\*\* Proposal \*\*

Proposal # 116415

PROPOSAL DATE: 04/08/2019

Life Steps Building F - Change Orde

CITY OF CASPER
200 N. DAVID

Tel: xxx.xxx.xxxx

APi Systems Integrators Proposal # 116415 Life Steps Building F - Change Orde 04/08/2019

This proposal is in response to the changes made to the project per the AHJ, on the existing project at Life Steps Campus. The existing scope of work on this project is assumed to continue with this proposal, unless notified in writing prior to acceptance on this proposal or listed below.

- 38 INTELLIGENT ADDRESSABLE PHOTO DETECTOR; WITH FLASHSCAN.
38 RETROFIT FLANGE FOR BX-501 BASE; CONVERTS CLASSIC HIGH PROFILE TO LOW PROFILE BASE.
17 ADDRESSABLE NBG-12L PULL STATION; WITH FLASHSCAN.
12 ADDRESSABLE RELAY MODULE WITH FLASHSCAN; PROVIDES TWO FORM-C DRY CONTACTS THAT SWITCH TOGETHER.
10 ADDRESSABLE MONITOR MODULE; WITH FLASHSCAN; SUPERVISES EITHER A CLASS A OR CLASS B CIRCUIT OF DRY-CONTACT INPUT DEVICES.

Breakdown for APis time and materials.

Breakout Total. - \$18,531.00
( Smoke Detectors - Thirty Eight at \$71.00 total - \$2,698.00 )
( Smoke Detector Bases/Rings - Thirty Eight at \$12.00 - \$456.00 )
( Pull Stations - Seventeen at \$91.00 - \$1,547.00 )
( Relay Module - Twelve at \$80.00 - \$960.00 )
( Monitor Module - Ten at \$87.00 - \$ 870.00 )
Breakout for time to install, test and program additional materials. - \$12,000.00 ( 120 hours at \$100.00 per hour. Prevailing wage project )

# Project Totals

This \*\* Proposal \*\* is Valid for 45 Days.

Project Total: \$ 18,531.00

\_\_\_\_\_  
Brad Bassett, Sales Representative

\_\_\_\_\_  
Accepted by: (Signature of Owner's Representative)

\_\_\_\_\_  
Date:

**When accepted, please sign, date and return via fax to (307) 266-5224.**

**TERMS & CONDITIONS OF SALE**

1. General. The Terms and Conditions on both pages of this form constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. All sales by API SYSTEMS INTEGRATORS, INC., hereinafter referred to as "ASI" or "Seller" are expressly conditioned under these terms and conditions (the "Terms"). These Terms may in some instances differ with those affixed to Buyer's purchase order or other documents, if so, any additional terms or terms conflicting with the terms of this Agreement will not apply and are expressly rejected unless specifically set forth in a separate written agreement between the parties. Acceptance of Buyer's order is expressly conditioned upon Buyer's acceptance of or assent to these Terms, which shall be established by a written acknowledgement, by implication, or by acceptance or payment for products ordered hereunder. Seller's failure to object to provisions contained in any communication from Buyer shall be deemed a waiver of these Terms. Any changes in these Terms must specifically be agreed to in writing and signed by an officer of Seller before becoming binding. Receipt by Buyer of any products sold hereunder shall be conclusively deemed acceptance of these Terms.

2. Shipment/Pricing. Unless otherwise specified, prices apply only to the materials specified herein and are F.O.B. original point of shipping. All taxes, duties, tariffs, etc. will be in addition to prices quoted unless otherwise specified. ASI reserves the right to substitute materials and modify specifications at its discretion. This proposal is subject to acceptance within 30 days. We reserve the right to submit new prices thereafter.

3. Payments. Payment, unless otherwise arranged, shall be in full in US funds, payable at 7306 W. Yellowstone Hwy, Casper, Wyoming 82604 and ASI may require partial or full payment prior to assembly or shipment of goods. A service charge of not less than 1-1/2% monthly will be charged on overdue accounts.

4. Delivery. Delivery, shipment and installation dates are estimated dates only and unless otherwise specified are determined from date of receipt of order at the factory and complete technical data and approved drawings as may be necessary. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly, for delays of a carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any causes beyond our control, acts of God or force major and the estimated delivery date shall be extended accordingly. ASI reserves the right to deliver the goods as available and be paid for same when and as delivered. Delivery of goods to the initial carrier will constitute delivery to you and all goods will be shipped at your risk. Any claim for loss or damage in transit must be entered with the carrier and prosecuted by purchaser. No claim may be made that the goods delivered are not in accordance with the order placed unless made within 10 days after said goods are delivered. ASI will not be liable for any damages, or penalties whatsoever, whether direct, indirect, special or consequential, resulting from ASI's failure to perform or any for any delay.

5. Warranty. ASI warrants to its customers that products manufactured and/or sold by it shall be free from defect in material and workmanship existing at the time the product leaves the Manufacturer's factory, when properly installed by a manufacturer's representative and under normal use and service for a period of 12 months, unless otherwise noted on the Quotation, subject to the following: This warranty shall commence at the time of delivery or from the date of commencement of use or of installation whichever first occurs. This warranty is limited to the selling price of products sold at the time of the sale. The obligation of ASI under the warranty is limited at its option either to repairing on site, or at a ASI service center or factory, or replacing, and part or complete product which, upon examination by an authorized representative of ASI will have been found to be defective in material or workmanship. Such repair or replacement shall be performed without charge, but shall not extend the said 12 month warranty period either on the original product or on the part or complete products supplied in lieu thereof beyond the balance of the said warranty period or 90 days from the date of such part or complete product so supplied or repair made, whichever is greater. All transportation charges on parts or complete products returned to the factory or service center for repair or replacement hereunder shall be prepaid by purchaser. This warranty shall not apply to products or parts thereof that have not been installed according to the recommendations made by ASI or its authorized representatives, or to products or to parts which have not been adequately protected from dust, dirt, extremes or temperature of humidity, or have been mishandled or improperly stored or misused or which have been modified, repaired, serviced or altered in any way with the written consent of ASI. The foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties of quality, merchantability or fitness for use or otherwise, expressed or implied in fact or by law, and state our entire and exclusive liability and purchaser's exclusive remedy for any claim or damages in connection with the sale or furnishing of goods or parts, design of system or parts, suitability for use, quality, installation or operations. ASI shall in no event be liable for any loss, costs or damages, including consequential damages or loss of profits, or any injury to persons or death, or damage to property resulting in any way from the purchase, installation, design, use, operation or failure to operate, of the products or systems whether or not caused by the negligence, including gross negligence, of ASI, its employees, servants, agents, subcontractors, or supplies, or resulting from any products or systems supplied, recommended or approved by ASI being found unsuitable, inadequate or defective for any reason whatsoever. The purchaser assumes all risk and liability for loss, damage or injury to persons or death or property of the purchaser, or others arising out of the use, possession or operation of the products sold hereunder. ASI's liability under no circumstances will exceed the contract price for the products or work for which liability is claimed or two hundred and fifty and 00/100 dollars, whichever is less.

6. Facility Access/Damages. In the event that ASI is required to install, service or otherwise work with products or systems on the customer's premises, the customer will, until work is completed, furnish unencumbered access, sufficient space on the premises for materials and proper facilities for performance of said work including light, water, telephone, and elevator and/or crane service as and when required and free of expense of ASI. ASI shall not be liable for any damaged caused by it to any concealed piping, fixtures, wiring or other equipment on the property or to walls, foundations or other structures on the premises not erected by ASI, its agents, servants or employees or sub-contractors. The customer shall provide complete and detailed plans of the premises to ASI. Any loss or damage occurring to work or workmen, materials, tools or equipment of ASI in or about the premises howsoever caused and not the fault of ASI shall be borne and paid by the customer and the customer shall provide adequate insurance with respect to same. Acceptance of work by the customer shall be conclusive evidence of the complete and proper performance of this agreement by ASI. If water, electrical, heating or other systems on or about the premises are turned on and off or adjusted by any employees, sub-contractors, agents, or servants of ASI in the performance of its work, same shall be deemed to have been done at the request of and solely as the customer's agent, servant and employee and any damages, loss or responsibility for same shall be borne by the customer.

7. Arbitration. Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator in accordance with the Center for Public Resources (CPR) Institute for Dispute Resolution Rules for Non-Administered Arbitration then currently in effect. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C.SS 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be Casper, Wyoming, or other location as designated by Seller. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.

8. Final Payment. Upon acceptance, payment in full is immediately due and unless otherwise specifically agreed to in writing, responsibility for repairs, care and maintenance of systems, goods and materials are the responsibility of the customer.

9. Conditions. All orders accepted by ASI are accepted upon and subject to the foregoing conditions unless otherwise agreed in writing by duly authorized officers of ASI. In all cases of conflict between these conditions and requirements of any purchase order, these conditions shall prevail.



1607 CY Ave, Ste 303  
Casper, WY 82604  
Phone: 307-266-5033  
Mail@EDAengineering.com

# MEMORANDUM

DATE: April 18, 2019  
TO: Alex Sveda  
FROM: Kevin Schilling  
RE: Lifesteps Fire Systems project CO #4

---

The proposed costs for the additional work described under Change Order #4 as requested by the Casper Fire Department appear to me to be fair and reasonable for the work being proposed.

RESOLUTION NO. 19-73

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4 WITH WESTERN STATES FIRE PROTECTION CO. FOR THE LIFE STEPS CAMPUS BUILDING "F" FIRE SUPPRESSION AND CAMPUS FIRE ALARM SYSTEM REPLACEMENT PROJECT.

WHEREAS, Western States Fire Protection Co., is performing services under the terms of an agreement with the City of Casper for the Life Steps Campus Building "F" Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025; and,

WHEREAS, the City of Casper desires to direct the contractor to perform additional work to complete the project; and,

WHEREAS, authorization of a contingency account is necessary to complete the additional work; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute Change Order No. 4 to the agreement with Western States Fire Protection Co., for performing additional work related to the Life Steps Campus Building "F" Fire Suppression and Campus Fire Alarm System Replacement Project, Project No. 18-025, in the amount of Eighteen Thousand Five Hundred Thirty-One Dollars (\$18,531.00), for a total price of Two Hundred Sixty-Six Thousand Eight Hundred Eighty-One Dollars (\$266,881.00).

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 and 00/100 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 \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

April 16, 2019

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

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

SUBJECT: Authorizing an Agreement with Ramshorn Construction, Inc., in the amount of \$685,091.25, for the Bryan Stock Trail and Metro Road Improvements, Project No. 18-019

Meeting Type & Date

Regular Council Meeting  
May 7, 2019

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Ramshorn Construction, Inc., in the amount of \$685,091.25, for the Bryan Stock Trail and Metro Road Improvements, Project No. 18-019. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$60,000.00, for a total project amount of \$745,091.25.

Summary

This project is for the reconstruction of a portion of Bryan Stock Trail and Metro Road, replacement of water transmission line, mill and overlay of a portion of Metro Road, and installation of a digital sign for the landfill.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Ramshorn Construction</b>	<b>Casper, Wyoming</b>	<b>\$685,091.25</b>
Knife River	Casper, Wyoming	\$720,630.00
71 Construction	Casper, Wyoming	\$812,262.50
Treto Construction	Casper, Wyoming	\$813,550.00
Andreen Hunt Construction	Mills, Wyoming	\$1,123,275.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state contractors, no bid preference was granted.

Work is scheduled to be completed by August 30, 2019 and September 13, 2019 for substantial and final completion respectively. The estimate prepared by the City Engineering Division was \$740,000.00.

Financial Considerations

Funding for this project will be from Solid Waste Funds, Water Main Replacement Funds, and 1% #15 funds allocated for Arterials and Collectors.

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 Ramshorn Construction, Inc., P.O. Box 2422, Casper, Wyoming 82604 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace water transmission line, roadway reconstruction, mill and overlay, and installation of a digital message board; and,

WHEREAS, Ramshorn Construction, Inc., is able and willing to provide those services specified as the BRYAN STOCK TRAIL AND METRO ROAD IMPROVEMENTS, Project 18-019.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the BRYAN STOCK TRAIL AND METRO ROAD IMPROVEMENTS, Project 18-019.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Department 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.

Water Transmission Line Work will be considered substantially complete once the water transmission line is flushed, tested, tied in, and in service. Final Completion of Water Transmission Line Work will be granted upon completion of a walk through with Owner's Representative, and completion of punchlist. All other Work will be considered substantially complete when all roads are repaved and open to traffic, digital message board in operational, and temporary road is removed. 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 August 30, 2019, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 13, 2019.
- 3.2 Water Transmission Line Work will be substantially completed within 14 days of initial shutoff, and completed and ready for final payment within 21 days of initial shutoff.



- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 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.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Six Hundred Eighty-Five Thousand Ninety-One and 25/100 Dollars (\$685,091.25). See Exhibit "A" – Bid Form and 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. 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 (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 four (4) sections
- 8.14 Contract Drawings, consisting of Fourteen (14) 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 7<sup>th</sup> day of May, 2019.

APPROVED AS TO FORM:

(Bryan Stock Trail and Metro Road Improvements, Project 18-019)

Walter Tremel

ATTEST:

CONTRACTOR:

Ramshorn Construction, Inc.

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

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

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

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

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

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

Fleur D. Tremel

Charles Powell

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
                                         Bryan Stock Trail and Metro Road Improvements, Project  
                                         18-019

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 August 30, 2019, and completed and ready for final payment not later than September 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 4-5-19  
            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: \$ 685,091.<sup>25</sup>

TOTAL BASE BID, IN WORDS: Six Hundred Eighty Five 1  
Thousand Ninety One Thousand <sup>25</sup>/<sub>100</sub> 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: Ranshann Construction Inc.  
PO Box 2422  
Casper WY 82604

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 4-16, 2019.

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: Remshon Construction Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Tyler Buckley V.P. (seal)

(Title)

(Seal)

Attest: 

Business Address: Remshon Construction Inc.  
PO Box 2422  
Casper WY 82402

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

A JOINT VENTURE

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

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

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

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

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

**BID SCHEDULE**  
**APRIL 16, 2019**  
**BRYAN STOCK TRAIL AND METRO ROAD IMPROVEMENTS**  
**Project 18-019**

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, SY = Square Yards, LF = Lineal Foot, EA = Each, SY-Inch = Square Yard @ 1 Inch Thickness

**Bid Schedule**

Bryan Stock Trail and Metro Road Improvements  
 Project No. 18-019

Bid Item	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization and Bonding	1	LS	\$	\$ 40,700 <sup>00</sup>
2	Traffic Control	1	LS	\$	\$ 19,800 <sup>00</sup>
3	Grading and Temporary Road	1	LS	\$	\$ 41,000 <sup>00</sup>
4	Relocating Sewer Service	1	LS	\$	\$ 15,350 <sup>00</sup>
5	F&I Retaining Wall	1	LS	\$	\$ 7,500 <sup>00</sup>
6	F&I 16" DIP Water Main	495	LF	\$ 143. <sup>00</sup>	\$ 70,785 <sup>00</sup>
7	R&R Manhole Cone Section	1	LS	\$	\$ 2,310 <sup>00</sup>
8	F&I Concrete Approach	350	SF	\$ 9. <sup>50</sup>	\$ 3,325 <sup>00</sup>
9	F&I Concrete Valley Gutter	400	SF	\$ 11. <sup>00</sup>	\$ 4,400 <sup>00</sup>
10	F&I Type B Curb and Gutter	575	LF	\$ 35 <sup>00</sup>	\$ 20,125 <sup>00</sup>
11	F&I Asphalt Pavement Section (6" Pvmt/8"Base)	2750	SY	\$ 51. <sup>00</sup>	\$ 140,250 <sup>00</sup>
12	F&I Digital Message Sign	1	LS	\$	\$ 36,781. <sup>25</sup>
13	Remove Asphalt Surface by Cold Milling	16750	SY	\$ 1.65	\$ 27,637. <sup>50</sup>
14	F&I Asphalt Patching (4" Asphalt/6" Base)	500	SY	\$ 35. <sup>45</sup>	\$ 17,725 <sup>00</sup>
15	F&I Asphalt Leveling Course	1000	SY-Inch	\$ 5. <sup>55</sup>	\$ 5,550 <sup>00</sup>
16	F&I 3" Asphalt Overlay	16750	SY	\$ 13. <sup>35</sup>	\$ 223,617. <sup>50</sup>
17	Adjust Manhole Lid & Install 5'X5' Concrete Diamond	2	EA	\$ 1,100 <sup>00</sup>	\$ 2,200 <sup>00</sup>
18	Adjust Valve Box Top & Install 33"X33" Concrete Diamond	8	EA	\$ 755 <sup>00</sup>	\$ 6,040 <sup>00</sup>
				\$	685,091. <sup>25</sup>

• **BASE BID IN WORDS:**

Six Hundred Eighty Five Thousand  
Twenty One Dollars & Twenty Five Cents

This bid submitted by: Tomshorn Construction Inc.  
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.19-74

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RAMSHORN CONSTRUCTION, INC., FOR THE BRYAN STOCK TRAIL AND METRO ROAD IMPROVEMENTS, PROJECT NO. 18-019

WHEREAS, the City of Casper desires to reconstruct portions of Bryan Stock Trail and Metro Road, overlay portions of Metro Road, and replace water transmission main; and,

WHEREAS, Ramshorn Construction, Inc., is able and willing to provide those services specified as the Bryan Stock Trail and Metro Road Improvements, Project No. 18-019; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Ramshorn Construction, Inc., for those services, in the amount of Six Hundred Eighty-Five Thousand Ninety-One and 25/100 Dollars (\$685,091.25).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Six Hundred Eighty-Five Thousand Ninety-One and 25/100 Dollars (\$685,091.25) and Sixty Thousand and 00/100 Dollars (\$60,000.00) for a construction contingency account, for a total price of Seven Hundred Forty-Five Thousand Ninety-One and 25/100 Dollars (\$745,091.25).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of 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 \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

(Ramshorn Construction, Inc.- Bryan Stock Trail and Metro Road Improvements, Project 18-019)

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

April 22, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an agreement with Treto Construction, Inc., in the amount of \$932,250.00, for the North Beverly Street Roadway Improvements, Project No. 18-060.

Meeting Type & Date:  
Regular Council Meeting  
May 7, 2019

Action Type  
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Treto Construction, Inc., in the amount of \$932,250.00, for the North Beverly Street Roadway Improvements, Project No. 18-060. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$50,000, for a total project amount of \$982,250.00.

Summary:

On Friday, April 19, 2019, three (3) bids were received for the North Beverly Street Roadway Improvements, Project No. 18-060. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Treto Construction</b>	<b>Casper, Wyoming</b>	<b>\$932,250.00</b>
Powder River Construction	Gillette, Wyoming	\$1,086,042.50
Knife River	Casper, Wyoming	\$1,130,169.80

The engineer's estimate prepared by CEPI was \$742,000.00, with the low bid received at \$932,250.00. City staff and CEPI staff thoroughly reviewed the bids and found no major discrepancies or errors. While the low bid was considerably higher than the estimate, all bids were within the same range and unit prices were comparable. Adding a construction contingency amount of \$50,000.00 will bring the total contract amount to \$982,250.00.

The North Beverly Street Roadway Improvements Project includes replacing the concrete road surfacing, curb and gutter repairs, sidewalk repairs, and widening the sidewalk to ten feet on the east

Treto Construction, Inc.  
North Beverly Street Roadway Improvements  
Project No. 18-060

side of North Beverly Street between East Yellowstone Highway and East 'E' Street.

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

Financial Considerations:

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

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Treto Construction, LLC, 5251 Gladstone Street, Casper, Wyoming 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make upgrades to road surfacing, curb, gutter and sidewalks of North Beverly Street,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the North Beverly Street Roadway Improvements Project, Project No. 18-060.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the North Beverly Street Roadway Improvements Project, Project No. 18-060, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by CEPI, 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 October 1, 2019, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by October 15, 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 One Thousand Dollars (\$1,000) 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 Nine Hundred Thirty-Two Thousand Two Hundred Fifty and 00/100 Dollars (\$932,250.00) 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 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

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

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold



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

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

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

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

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

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

8.14 Contract Drawings, with each sheet bearing the following general title:

**North Beverly Street Roadway Improvements Project, Project No. 18-060**

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

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

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

*(This space 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 below written.

DATED this 7<sup>th</sup> day of May, 2019.

APPROVED AS TO FORM:

*Wilho Tremel*

CONTRACTOR:

Treto Construction, LLC

ATTEST:

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur D. Tremel

Charles Powell

Title: City Clerk

Title: Mayor



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 COMBINED BID, IN NUMERALS: \$ 932,250.00

TOTAL COMBINED BID, IN WORDS: Nine hundred thirty two thousand two hundred fifty and zero cents----- DOLLARS.

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

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

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

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

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC  
5251 Gladstone St.  
Casper, WY 82609

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

Submitted on April 19th, 2019.

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

Wyoming  
(State of Incorporation or Organization)

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

(Title)

(Seal)

Attest: *Cristina Treto*

Business Address: 5251 Gladstone St.  
Casper, WY 82609

Phone Number: 307-237-8836

A JOINT VENTURE

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

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

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

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

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





**ADDENDUM NO. 1**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

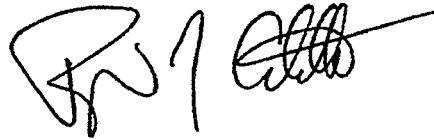
**North Beverly Street Roadway  
Improvements Project  
City Project No. 18-060**

**Prepared for:  
City of Casper  
200 North David Street  
Casper, Wyoming 82601**

**Date of the Addendum: April 16<sup>th</sup>, 2019**

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

APPROVED:



\_\_\_\_\_  
Ray Catellier, Project Manager, CEPI

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM:

Treto Construction, LLC  
Company

German G. Tretu  
Name

German G. Tretu  
Signature

Managing Member  
Title

04/16/19  
Receipt Date

**ADDENDUM NO. 1**

**to the**

**BIDDING AND CONTRACT DOCUMENTS**

**for the**

**North Beverly Street Roadway  
Improvements Project  
City Project No. 18-060**

**Date of the Addendum April 16<sup>th</sup>, 2019**

This Addendum No. 1 to the Bidding Information and Construction Specifications and the Drawings is hereby made a part of the Contract Documents, for the above entitled project, to the same extent as though it were originally contained therein.

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

**I. SECTION I - BID DOCUMENTS**

- A. **Exhibit "A" Standard Bid Form, 1.** DELETE all references to the completion dates and INSERT all work shall be substantially complete by October 1<sup>st</sup>, 2019 and ready for final payment by October 15<sup>th</sup>, 2019.
- B. **Bid Schedule**, DELETE the bid date and INSERT the bid date of April 19<sup>th</sup>, 2019 on the bid schedule.
- C. **Standard Form of Agreement Between Owner and Contractor**, Article 3, Contract Time, DELETE The Work will be substantially completed by August 15, 2019, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by August 30, 2019 and INSERT The Work will be substantially completed by October 1, 2019, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by October 15, 2019

**END OF ADDENDUM**

RESOLUTION NO.19-75

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, INC., FOR THE NORTH BEVERLY STREET ROADWAY IMPROVEMENTS PROJECT NO. 18-060.

WHEREAS, the City of Casper desires to contract for street repairs for the North Beverly Street Roadway Improvements Project; and,

WHEREAS, Treto Construction, Inc., is able and willing to provide those services specified as North Beverly Street Roadway Improvements Project, No. 18-060; and,

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

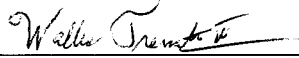
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Treto Construction, Inc., for those services, in the amount of Nine Hundred Thirty-Two Thousand Two Hundred Fifty and 00/100 Dollars (\$932,250.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Nine Hundred Thirty-Two Thousand Two Hundred Fifty and 00/100 Dollars (\$932,250.00) and Fifty Thousand Dollars (\$50,000.00) for a construction contingency account, for a total project amount of Nine Hundred Eighty-Two Thousand Two Hundred Fifty and 00/100 Dollars (\$982,250.00).

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 \_\_\_\_\_, 2019.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Charles Powell  
Mayor

April 24, 2019

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Tim Cortez, Parks & Recreation Director *TC*  
Randy Norvelle, Parks Manager  
**SUBJECT:** Passing a Resolution to Change Fees for the Use of Parks.

**Meeting Type & Date**  
Regular Council Meeting  
May 7, 2019

**Action type**  
Resolution

**Recommendation**  
That Council, by resolution, adjust fees for the use of parks.

**Summary**  
Staff is recommending changes to the parks use fees and policies including:

- Eliminating the 4-hour block reservation time
- Combining most shelters into one class with one reservation fee with the exception of the Wells Park Pavilion and Highland Park Shelter #1.
- The elimination of deposits for the Wells Park Pavilion and the Crossroads Pavilion
- Increasing the fee for the Washington Park Band Shell stage extension when requested
- Adding fees for reservations of horse shoe pits and the sand volleyball court
- Clarifying that commercial activities part of special events do not need to pay the commercial activity fee even if that event had reduced or waived fees.
- Adding language that indicates when an applicant must contact the Licensing Specialist and aligning the insurance requirements to match the City of Casper Special Events Planning Guide and Policy

In 2017, Council passed a resolution which set reservations as 4 hour blocks. The requirement has caused issues with the online rental system. If a renter selects less than four hours or more than four hours; the system gives them an alert and they must restart the online process. Many renters, want to select less than four hours and are frustrated with the minimum rental time. To make rental easier for residents and provide better customer service, staff recommends removing the 4-hour block.

The resolution also combines most shelters into one class and reservation fee. These shelters are usually rented for small gatherings. Most of these shelters contain three or less picnic tables. The Wells Park Pavilion and the Highland Park Shelter #1 are normally used for large gatherings and

special events as they are much larger with more tables than other park shelters. Staff recommends keeping a higher fee for these shelters. Staff also recommends removing the damage deposit for the Wells Park Pavilion as the City is able to bill a renter for any damage. While Crossroads Pavilion is also used for special events, staff recommends that it remain at the lower shelter fee due to the lack of tables under the pavilion.

In 2017, a fee was added for the installation and removal of the Washington Park Band Shell stage extension. The stage extension is meant to house larger orchestras and bands and is generally not needed by most historic renters of the Band Shell. Staff recommends increasing the fee for the stage assembly and removal from \$400 to \$500. Staff originally estimated that it would take two parks employees two hours for set up and two hours for tear down of the stage. The actual time proved to be three hours with four employees for both set up and tear down.

Staff added fees to reserve the sand volleyball court at Washington Park and the horseshoe pits at Highland Park. As with tennis courts, these fees are only collected when a resident wants to reserve a specific time for sole use. The horseshoe pits were added to Highland in 2018 and the sand volleyball court at Washington is currently under refurbishment. Staff anticipates that both areas will be popular with residents, facilitating a need for a reservation system.

Staff clarified the section regarding commercial activities in parks. The resolution had stated events that had paid fees would have the vendor fee waived. This did not include charitable events which may have had fees waived. Staff's intent in 2017 was to make commercial activities part of any large special event free. This section was clarified by stating that any commercial activity part of an event that had completed the Special Events Permitting Process would not incur fees.

Staff also added and struck language to the resolution to align with the newly adopted City of Casper Special Events Planning Guide and Policy. The resolution indicates when an applicant must contact the Licensing Specialist and gain approval (all functions involving 50 people or which are open to the public must contact the specialist per the guide). The insurance requirements for reservations were also changed to align with the guide and policy.

### **Financial Considerations**

Some fees are being eliminated. Deposit removals will be offset by allowing the City to bill renters for the true cost of repairs.

### **Oversight/Project Responsibility**

Randy Norvelle, Parks Manager and Carolyn Griffith, Recreation Division Manager.

### **Attachments**

A Resolution is attached.

RESOLUTION NO.19-76

A RESOLUTION RESCINDING RESOLUTION NO. 17-70 AND ESTABLISHING FEES FOR THE USE OF PARKS AND COURTS.

WHEREAS, the Casper City Council has established a policy that individuals, groups, or organizations who desire the use of various recreational facilities shall bear a substantial portion of the costs of servicing, maintaining, and improving these facilities; and,

WHEREAS, it is necessary to review these fees on a regular basis, and revise, if necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees are hereby established for the use of parks and tennis courts, effective March 11, 2019.

STANDARD FEE STRUCTURE FOR PARK RESERVATIONS

These basic park fees guarantee exclusive use of the defined park area ~~in four hour blocks~~ providing written permit is approved and appropriate fees paid in full at least seven (7) BUSINESS days prior to the requested date(s). ~~Permits are available at City Hall, Monday – Friday, 8:00 a.m. – 5:00 p.m.~~ Group must have possession of the permit during the usage.

Category/ Facility	Per 4 Hour Block	REFUNDABLE DAMAGE DEPOSIT
Small Shelter	\$30.00	N/A
Large Shelter	\$60.00	N/A
SHELTERS	\$30.00	N/A
Open Tables	\$30.00	N/A
Green Space with Power*	\$35.00	N/A
Green Space without Power	\$25.00	N/A
Adams Park Bridge AND PERGOLA	\$25.00	N/A
Nancy English Park South Bridge	\$25.00	N/A
Crossroads Pavilion	\$30.00	\$50.00
HIGHLAND PARK SHELTER #1	\$60.00	N/A
Wells Park Pavilion	\$60.00	N/A\$50.00
Adventure Park Parking Lot (only available when renting all spaces-Shelter 1, Shelter 2, Shelter 3, Shelter 4, Green Space and Pavilion)	\$30.00	N/A
Washington Park Band Shell**	\$60.00	\$100.00
North Casper Clubhouse	\$60.00	\$100.00

\*Power where available



\*\*A fee of \$175 shall apply to the removal of risers from the Washington Park Band Shell if requested by renter.  
 \*\* A fee of \$400 \$500 will be charged for installation/removal of the Washington Park Band Shell stage extension.

Category	Location	Price per COURT PER hour time block	Deposit
Tennis	Tennis Court (any)	\$2.00	N/A
SAND VOLLEYBALL	WASHINGTON PARK	\$2.00	N/A
HORSE SHOE PIT	HIGHLAND PARK	\$2.00	N/A

Exceptions

1. City-sponsored and Supported Events – no charge.
2. School District Special Events – no charge.
3. Casper College Special Events – no charge.
4. Veterans' Park (for official Veterans' ceremonies) – no charge.
5. Commercial Activities- \$60 per eight hour period with permission of the Parks Manager. Commercial activities part of events which have FOLLOWED THE SPECIAL EVENTS PERMITTING PROCESS reserved-space and paid fees for use are exempt.
6. Tennis Court reservations for the School District or for Casper College – no charge; however, City sponsored classes or tournaments have first priority.
7. Rental of green spaces and shelters does not include play structures.
8. ~~Rental of a space for two four hour blocks on the same day will not require a second damage deposit.~~
9. ~~Rental of shelters or special areas for time periods longer than four hours is allowable with the approval of the Parks Manager. The Parks Manager is authorized to determine appropriate additional fees for rentals that exceed the standard four hour time limit.~~

Park Reservation Permits:

1. All reservations will require a permit. ~~Permits will be initiated by the Finance Division, and copies will be sent to the Parks Division and the Police Department.~~
2. ~~Private functions involving up to 200 people must be approved by the Parks Division Manager.~~

3. ~~Private~~ FOR functions involving more than ~~200~~ 50 people, or functions which are open to the public, or functions which involve amplified music, THE APPLICANT must be approved by both the Parks Division Manager and the Police Chief. CONTACT THE CITY OF CASPER LICENSING SPECIALIST AND COMPLETE THE SPECIAL EVENT PERMITTING PROCESS.

Pre-function Meetings:

1. If a function involves the need to drive vehicles on a park, or the need to drive stakes into the ground, the applicant must meet with the Parks Division Manager or his/her representative for specific direction on where vehicles and stakes will be allowed.
2. Applicants may be required to meet with the Parks Division and/or the Police Department if a function has the potential for noise problems, parking problems, damage to the park, or disorderly conduct.

Insurance Certificates:

1. ~~Private~~ Functions involving more than ~~200~~ 100 people, and/or functions which are open to the public, require a certificate of insurance for ~~established organizations and businesses that carry liability insurance.~~
2. The certificate must list the City as an additional insured and be in the amount of \$250,000 per occurrence or \$500,000 aggregate.
3. ALL OTHER INSURANCE AND INDEMNIFICATION REQUIREMENTS SHALL MATCH THOSE SET FORTH IN THE MOST RECENT EDITION OF THE "CITY OF CASPER SPECIAL EVENTS PLANNING GUIDE AND POLICY."
4. FOR OTHER TYPES OF POTENTIALLY HAZARDOUS ACTIVITIES (E.G., BOUNCY HOUSES, WATER SLIDES), THE CITY MAY, AT ITS SOLE DISCRETION, REQUIRE SPECIAL EVENTS LIABILITY INSURANCE SPECIFIC THERETO.

Additional fees:

1. The City may require deposits or fees in addition to those listed above if unusual circumstances require additional direct expenses not herein provided. Example: Police security personnel.
2. The City may require an online convenience fee, in addition to any charges listed above, as might be applied through an online reservation system.
3. The City may bill a renter for repair expenses due to damage or breakages of park amenities, e.g. electrical outlets, tables, light fixtures, irrigation, or turf caused by rental activity.

Special rates:

The City Manager or authorized designate may authorize reductions in fees for charitable events, special promotions, unique situations, or emergencies, if such reductions would be in the best interests of the City of Casper.

BE IT FURTHER RESOLVED: That Resolution No. 17-70 is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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Fleur D. Tremel  
City Clerk

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Charles Powell  
Mayor

April 24, 2019

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

FROM: John Henley, City Attorney 

SUBJECT: Annexation of Properties

Meeting Type & Date  
Council Meeting  
May 7, 2019

Action Type  
Resolution

Recommendation  
That Council approve for consideration the Resolution discussed at the April 23, 2019 Work Session, regarding the potential annexation of properties where outside City services have been provided.

Summary  
The Resolution is being submitted for review and consideration.

Financial Consideration  
None

Oversight/Responsibility  
John Henley, City Attorney

Attachments  
Proposed Resolution

RESOLUTION NO.19-77

A RESOLUTION ESTABLISHING ANNEXATION POLICY  
FOR PROVIDING CITY SERVICES TO OUTSIDE PROPERTY

WHEREAS, the City of Casper (“City”) provides water, sanitation, and/or sanitary sewer services (“City Services”) to those within its corporate limits; and,

WHEREAS, owners of real property outside the corporate limits of the City (“Outside Property), but within reach of City Services exist; and,

WHEREAS, it is sometimes more practical for Outside Property owners to provide their own water and/or sanitary services; and,

WHEREAS, other times, Outside Property owners request the City of Casper to provide City Services; and,

WHEREAS, when the City agrees to provide City Services to Outside Property, it requires the execution of a contract therefor (“Contract”); and,

WHEREAS, it is a substantial benefit to Outside Property Owners and their successors in interest (“Outside Property Owners”) to receive City Services; and,

WHEREAS, when a property is eligible for annexation under Wyoming Statutes, it may benefit the City to annex the Outside Property; and,

WHEREAS, significant costs may be incurred in bringing the off-site improvements of a property into compliance with City codes and ordinances; and,

WHEREAS, City Council wants to set a basic policy about annexation requirements for receiving City Services for Outside Property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following annexation policy for providing City Services to Outside Property is hereby established.

1. Before the City provides any City Services to Outside Property, it shall require the Outside Property Owner, on behalf of itself and its successors to execute a Contract that runs with the Outside Property and which addresses annexation requirements.

2. City staff shall include provisions in the Contract that address the following:

(a) The Outside Property Owner must annex its property to the City upon request of City Council in accordance with the Contract and Wyoming Statutes; and,

(b) Upon annexation and thereafter, off-site improvements (as defined by Casper Municipal Code Section 16.08.280) must be made and brought up to City Code, and Outside Property Owners must agree to pay for their and/or their pro-rata share of such improvements should Council require such; and,

(c) The costs referenced above for off-site improvements must be funded or paid by the Outside Property Owners, and/or where reasonable, by:

Recapture provisions; and/or,

Local Assessment Districts (LAD), for which Outside Property Owners shall not object or protest and hereby agree thereto; and/or,


Other method approved by City Council;

(d) Payment of reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law; and, at the option of the City, discontinuance of City Services if the Outside Property Owner fails to meet the requirements of the Contract.

3. For good and significant cause, the City Manager may allow exceptions to provisions that are required in the Contract. By way of example, and not as a limitation, an exception to the requirement of an Outside Property Owner to annex its property upon request of City Council could be allowed if the Outside Property Owner provided an easement for a City public improvement project (e.g., provides a new easement in its property for a City water main) in exchange for receiving City Services to water its horses.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charles Powell  
Mayor

April 29, 2019

MEMO TO: J. Carter Napier, City Manager   
FROM: Thomas Solberg, Fire Chief   
Daniel Griswold, Deputy Chief  
SUBJECT: 2019 Region 2 Hazard Mitigation Plan

Meeting Type & Date  
Regular Council Meeting  
05/7/2018

Action Type  
Resolution

Recommendation  
That Council, by resolution, adopt the 2019 Region 2 Hazard Mitigation Plan.

Summary  
In accordance with Wyoming State Statute 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan Program. In 2017, the City of Casper participated in a comprehensive update to the 2010 Natrona County Hazard Mitigation Plan. The 2017 Natrona County Hazard Mitigation Plan was approved by the Federal Emergency Management Agency (FEMA) in April of 2018, and the City of Casper adopted the 2017 plan in September 2018.

Since the City's adoption in 2018, the Wyoming Office of Homeland Security has made changes to the hazard mitigation planning process. Hazard mitigation plans are now compiled regionally rather than individually. Region 2 is made up of Natrona, Converse, and Niobrara counties. Each county in each region is now being asked to adopt the 2019 Region 2 Hazard Mitigation Plan as this plan supersedes the 2017 Natrona County Hazard Mitigation Plan the City adopted in 2018. It is important to note, the proposed 2019 Region 2 Plan is identical in content, but this adoption is requested in order to put Region 2 on the regular, three-year regional planning cycle.

Adoption of the plan would allow the City to apply for FEMA Hazard Mitigation Assistance grants.

Financial Considerations  
No Financial Considerations

Oversight/Project Responsibility  
Daniel Griswold, Deputy Chief

Attachments  
Resolution

RESOLUTION NO.19-78

A RESOLUTION ADOPTING THE 2019 REGION 2  
HAZARD MITIGATION PLAN.

WHEREAS, THE City of Casper within Natrona County, Wyoming is a duly organized political subdivision in the State of Wyoming; and,

WHEREAS, pursuant to W.S. § 19-13-108, each political subdivision of this state shall establish a local emergency management program in accordance with the State Emergency Management Plan and Program; and,

WHEREAS, in 2017 the Natrona County Emergency Management Office, in conjunction with the Wyoming Department of Homeland Security and the Federal Emergency Management Agency (FEMA), prepared an update to the 2010 Natrona County Hazard Mitigation Plan; and,

WHEREAS, the Wyoming Office of Homeland Security currently requires mitigation plans to be compiled regionally; and,

WHEREAS, the former Natrona County Hazard Mitigation Plan, 2017 Update has been retitled The 2019 Region 2 Hazard Mitigation Plan and remains the same in content; and,

WHEREAS, the City Council desires to adopt the 2019 Region 2 Hazard Mitigation Plan in order to put Region 2 on the regular, three-year regional planning cycle.

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

Section 1:

That the City Council hereby adopts and incorporates the 2019 Region 2 Hazard Mitigation Plan, as part of the emergency management program for Casper.

Section 2:

That the Natrona County Emergency Management Office, a division of the Natrona County Sheriff's Office, is designated the Local Emergency Management Coordinator, pursuant to W.S. § 19-13-101 et seq.


Section 3:

That the 2019 Region 2 Hazard Mitigation Plan be submitted to show compliance with the FEMA requirement for hazard mitigation evaluation and review.



\_\_\_\_\_, 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

\_\_\_\_\_  
Charles Powell  
Mayor

The Natrona County Hazard Mitigation Plan is available separately from the rest of the packet materials. Please click [here](#) to follow a link to this document.

April 29, 2019

MEMO TO: Casper City Council

FROM: J. Carter Napier, City Manager *JCN*  
John Henley, City Attorney *JH*  
Wallace Trembath, Deputy City Attorney *W.T.*

SUBJECT: Amendment No. 2 to the Ice Hockey Facility Development Escrow Agreement

Meeting Type & Date

Regular Council Meeting on May 7, 2019

Action type

Resolution

Recommendation

That Council approve a resolution authorizing Amendment No. 2 to the Ice Hockey Facility Development Escrow Agreement.

Summary

The John S. Wold Revocable Trust (the “Donor”) had a deep interest in furthering the development of ice hockey in the City of Casper. Between September 7, 2013, and May 5, 2014, the City entered into an Ice Hockey Facility Development Escrow Agreement and Amendment No. 1 (collectively, the “Escrow Agreement”) with the Donor. Under the Escrow Agreement, in exchange for the naming rights and other consideration, the Donor provided the City with a one million dollar donation toward the construction of a hockey facility. It also gave the Donor perpetual, exclusive naming rights, along with its successors, heirs, personal representatives or assigns. The Casper Events Center ice arena was named the Wold Family Arena when events were underway.

The naming rights were to remain with the *Ice Rink and Hockey Facility* at the Casper Events Center as long as it is operated as a *Hockey Facility*. The Casper Coyotes Junior Hockey, LLC, (the “Coyotes”) used the Casper Events Center as its home ice. However, the Coyotes ceased Wyoming operations and filed a *Foreign Limited Liability Company application for Certificate of Withdrawal* with the Wyoming Secretary of State on August 15, 2017, and the Donor also passed away.

The City is contemplating moving the compressor at the Casper Events Center (that freezes the ice) to the Casper Ice Arena, which would effectively end the use of the Casper Events Center as the community hockey ice arena envisioned by the Donor.

On November 15, 2018, Peter I. Wold, the successor Trustee of the Donor, sent a letter to the City Manager, Carter Napier, proposing to transfer the naming rights provision in the Escrow Agreement from the Events Center to the Casper Ice Arena if a second sheet of ice is installed, which seems equitable and just, considering the changed circumstances.

Transferring the naming rights can be accomplished by executing Amendment No. 2 to the Ice Hockey Facility Development Escrow Agreement. Amendment No. 2 is attached for your review, along with a resolution authorizing its execution.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

City Manager's Office

Attachments

- 1) Resolution authorizing execution of Amendment No. 2 to the Ice Hockey Facility Development Escrow Agreement.
- 2) Amendment No. 2 to the Ice Hockey Facility Development Escrow Agreement.
- 3) Letter from Peter I. Wold to Carter Napier, dated November 15, 2018

**AMENDMENT NO. 2**  
**ICE HOCKEY FACILITY DEVELOPMENT ESCROW AGREEMENT**

This Amendment No. 2 to the Ice Hockey Facility Development Escrow Agreement (the "Escrow Agreement") is entered into on May, 7, 2019, by and between these parties:

1. Peter I. Wold, individually and as the Successor Trustee of the John S. Wold Revocable Trust, dated May 13, 2002, with offices at Mineral Resource Center, Suite 200, 139 West Second Street, Casper, Wyoming 82601-2462 (the "Donor");
2. The City of Casper, Wyoming, a Wyoming municipal corporation ("City"), with offices at 200 North David, Casper, Wyoming 82601.

The "City" and the Donor may be collectively referred to herein as the "parties."

**RECITALS**

A. The Donor and the City entered into an Ice Hockey Facility Development Escrow Agreement on September 17, 2013.

B. The Donor and the City entered into Amendment No. 1 to the Ice Hockey Facility Development Escrow Agreement on April 11, 2014.

C. The Escrow Agreement and Amendment No. 1 gave perpetual, exclusive naming rights to the Donor and his successors, heirs, personal representatives or assigns, which run with the Ice Rink and Hockey Facility at the Casper Events Center as long as it is operated as a Hockey Facility.

D. The Casper Events Center ice arena was named the Wold Family Arena when events were underway.

E. The Casper Coyotes Junior Hockey, LLC, the team which had used the Casper Events Center as its home ice, ceased Wyoming operations and filed a *Foreign Limited Liability Company application for Certificate of Withdrawal* with the Wyoming Secretary of State on August 15, 2017.

F. The Donor also passed away in 2017.

G. The City is contemplating moving the compressor at the Casper Events Center (that freezes the ice) to the Casper Ice Arena, which would effectively end the use of the Casper Events Center as the community ice arena envisioned by the Donor.

H. The parties agree that transferring the naming rights provision in the Escrow Agreement from the Events Center to the Casper Ice Arena if a second sheet of ice is installed, is equitable and just, considering the changed circumstances.

I. The parties have agreed to amend Escrow Agreement as described below.

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

**1. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein at this point as if set forth as part of this Amendment No. 2.

**2. ADD SECTION 4. TO ARTICLE IV: NAMING RIGHTS REVISED**

Section 4 is added to Article IV and reads:

**4. NAMING RIGHTS REVISED:** If the City moves the ice making compressors, associated equipment and appurtenances (the “ice making equipment”) from the Casper Events Center to the Casper Ice Arena, then the naming rights transfer to a possible second sheet of ice at the Casper Ice Arena, and Article IV, Section 2 of the Escrow Agreement shall be replaced with this language:

a. The Donor will have the exclusive naming rights for the second sheet of ice at the Casper Ice Arena. The naming of this second sheet of ice by the Donor’s successors, heirs, personal representatives or assigns shall be perpetual, and shall run with the second sheet of ice at the Casper Ice Arena, so long as it is operated as a Hockey Facility.

b. At its sole discretion, the City may move the ice making equipment described above to the Casper Ice Arena, and/or build a second sheet of ice. But, nothing in this Amendment No. 2 requires the City to do so.

**3. RATIFICATION**

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

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the Parties have executed this Amendment No. 2 as of the day and year above.

[Signature lines start on the next page]

**APPROVED AS TO FORM**

Wallace Trembath  
Wallace Trembath  
City Attorney's Office

**APPROVED AS TO FORM**

Kevin P. Meenan  
Kevin P. Meenan  
Attorney for the John S. Wold Revocable Trust

**ATTEST**

Fleur D. Tremel  
Fleur D. Tremel  
City Clerk

**CITY OF CASPER, WYOMING**  
A Municipal Corporation

Charles Powell  
Charles Powell  
Mayor

**WITNESS**

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

Printed Name: \_\_\_\_\_

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

**TRUSTEE**

Peter I. Wold  
Peter I. Wold, Individually and as  
Successor Trustee of the John S. Wold  
Revocable Trust

**PETER I. WOLD**  
MINERAL RESOURCE CENTER - SUITE 200  
139 WEST SECOND STREET  
CASPER, WYOMING 82601-2462

TELEPHONE (307) 265-7252  
FAX (307) 265-7336  
E-mail: pwold@woldoil.com

November 15, 2018

Mr. Carter Napier  
Casper City Manager  
City Hall  
Casper, WY 82601

HAND DELIVERED

Re: Ice Compressor and Equipment move from  
Casper Events Center to Casper Ice Arena

Dear Mr. Napier:

This letter will reaffirm our discussion of a month ago regarding the moving of compression equipment for ice making at the Casper Events Center to the Casper Ice Arena.

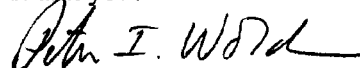
In the Ice Hockey Facility Development Agreement entered into between my father, John S. Wold and the City of Casper, dated September 17, 2013, as amended, Mr. Wold donated \$1,000,000.00 to the City of Casper for the construction of and purchase of equipment to make ice for skating events such as ice hockey, figure skating and community events requiring a sheet of ice. For his donation, the City granted perpetual Naming Rights for the ice facility to John S. Wold, "or his successors, heirs, personal representatives or assigns". As you know, the Casper Events Center ice arena was named the Wold Family Arena when ice events were underway. My father died in 2017.

Because of scheduling conflicts, ice has not been made at the Events Center for more than 1½ years. Additionally, the City now wants to move the compression equipment and other ice making and maintenance equipment from the Events Center to the Casper Ice Arena. This decision eliminates any ability to make ice at the Events Center and effectively ends the use of the Events Center as the community ice arena envisioned by my father.

The Events Center compressor has capacity to freeze at least two sheets of ice. Therefore replacing the old existing compressor at the Casper Ice Arena with the one from the Events Center will make possible a future second sheet of ice at that same location. Because the Wold Naming Rights are now meaningless for the Casper Events Center, to honor John Wold's generous donation, it is only right that the perpetual Naming Rights granted continue at the new location. Therefore, if a second sheet of ice is eventually built with expanded seating capacity, the Wold family proposes that the Naming Rights granted in the original agreement, as amended, remain perpetual, but shift to the possible future ice arena. By doing so, my father's donation is honored and his vision acknowledged.

If necessary, you will prepare an agreement or amendment to the original agreement and obtain the City Council's approval.

Thank you.



Peter I. Wold

PIW/jl



RESOLUTION NO. 19-79

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO  
THE ICE HOCKEY FACILITY DEVELOPMENT ESCROW  
AGREEMENT

WHEREAS, The Donor and the City entered into an Ice Hockey Facility Development Escrow Agreement on September 17, 2013; and,

WHEREAS, the Donor and the City entered into Amendment No. 1 to the Ice Hockey Facility Development Escrow Agreement on April 11, 2014; and,

WHEREAS, the Escrow Agreement and Amendment No. 1 gave perpetual, exclusive naming rights to the Donor and his successors, heirs, personal representatives or assigns, which run with the Ice Rink and Hockey Facility at the Casper Events Center as long as it is operated as a Hockey Facility; and,

WHEREAS, the Casper Events Center ice arena was named the Wold Family Arena when events were underway; and,

WHEREAS, the Casper Coyotes Junior Hockey, LLC, the team which had used the Casper Events Center as its home ice, ceased Wyoming operations and filed a *Foreign Limited Liability Company application for Certificate of Withdrawal* with the Wyoming Secretary of State on August 15, 2017; and,

WHEREAS, the Donor also passed away in 2017; and,

WHEREAS, the City is contemplating moving the compressor at the Casper Events Center (that freezes the ice) to the Casper Ice Arena, which would effectively end the use of the Casper Events Center as the community ice arena envisioned by the Donor; and,

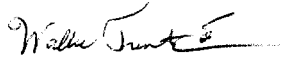
WHEREAS, the parties agree that transferring the naming rights provision in the Escrow Agreement from the Events Center to the Casper Ice Arena if a second sheet of ice is installed, is equitable and just, considering the changed circumstances; and,

WHEREAS, transferring the naming rights as described herein can be accomplished by executing Amendment No. 2 to the Ice Hockey Facility Development Escrow Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, Amendment No. 2 to the Ice Hockey Facility Development Escrow Agreement.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:



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ATTEST:

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Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Charles Powell  
Mayor

April 23, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tim Cortez, Director of Parks and Recreation *TC*  
Carolyn Griffith, Recreation Manager *CG*  
Chad Green, Recreation Coordinator *CG*  
SUBJECT: Lease Agreement with Casper Horseheads Baseball Club to Operate Crossroads  
Baseball/Softball Complex Concessions

Meeting Type & Date

Regular Council Meeting  
May 7, 2019

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Lease Agreement with Casper Horseheads Baseball Club for operation of the concession building at Crossroads Softball Complex.

Summary

The On Common Ground LLC dba Philly's Steak N' Company submitted an acceptable proposal to operate the Crossroads Complex concession building for 2019. The Request for Proposal to operate Crossroads Concessions was issued March 7, 2019. On Common Ground LLC dba Philly's Steak N' Company was the only vendor who submitted a proposal. The On Common Ground LLC dba Philly's Steak N' Company has since rescinded their proposal due to staffing concerns.

The Casper Horseheads Baseball Club was approached as a potential concessions operator at the Crossroads Baseball/Softball Complex as they will be operating concessions at Mike Lansing Field. The Casper Horseheads Baseball Club has agreed to operate concessions at Crossroads Baseball/Softball Complex.

The Crossroads concessions facility serves softball leagues and tournaments and occasional baseball tournaments. The term of the lease will be from May 8, 2019 to October 30, 2019, with the option to administratively renew for up to three additional, one year terms.

Financial Considerations

Compensation terms of the lease are a fee of 5% of gross receipts for the first year, and 10% of gross receipts for each year thereafter.

Oversight/Project Responsibility

Chad Green, Recreation Coordinator

Attachments

Resolution  
Lease Agreement

## LEASE AGREEMENT

THIS LEASE, entered into this 7<sup>th</sup> day of May, 2019, between the City of Casper, Wyoming, a Wyoming municipal corporation, referred to as "Lessor," and HA Baseball LLC, DBA Casper Horseheads Baseball Club, referred to as "Lessee."

IN CONSIDERATION of the lease, rents, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

1. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereafter, and upon the terms and conditions set forth in this Agreement, the following-described property (the "leased premises"), to wit:

Except as otherwise provided, the Lessor grants the Lessee the right to use the concession building located at the Crossroads Recreation Area, together with the furniture and fixtures therein contained. The upstairs meeting room is specifically excluded, and remains the responsibility of the Lessor. Said lease shall be for the term commencing from the May 8, 2019 and ending December 31, 2019, unless sooner terminated by the mutual agreement of the parties hereto, or otherwise terminated in accordance with this Lease.

THE "LEASED PREMISES" ARE LEASED TO LESSEE "AS IS", WITHOUT WARRANTY. LESSOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OR MERCHANTABILITY OF THE PROPERTY BEING LEASED TO LESSEE PURSUANT TO THIS AGREEMENT, OR ITS SUITABILITY FOR ITS USE FOR ANY PARTICULAR PURPOSE. BY SIGNING THE LEASE AGREEMENT, LESSEE STATES AND AGREES IT HAS INSPECTED THE LEASED PREMISES AND ACCEPTS IT IN ITS PRESENT CONDITION.

Lessee agrees that it has examined the leased premises and accepts the same in its present condition.

2. LEASE TERM:

The term of this lease shall commence on May 8, 2019, and unless sooner terminated as provided herein, shall terminate and be of no further force or effect between the parties at midnight on December 31, 2019. However, the Lessee may give written notice of its intent to extend this lease for one (1) to three (3) additional term(s) from May 1st of each year to midnight on December 31st of the same year, by giving the Lessor written notice thereof on or before December 31st of each lease term. Upon receipt of said notice of intent to extend this lease from the Lessee, the Lessor shall have until May 1st of any such lease term to give Lessee

written notice that the Lessor declines such lease extension, in which case this lease shall then terminate, and be of no further force or effect between the parties at midnight on December 31st of the then current lease term.

Assuming the extension of this lease for the full three (3) terms as provided above, this Lease shall finally terminate, and be of no further force or effect between the parties at midnight on December 31, 2022.

3. LEASE FEES:

Lessee shall pay the Lessor a fee of 5% of gross receipts the first year of this Lease Agreement and 10% of gross receipts for each year thereafter from all sales of food and beverages which shall be due and payable to the Lessor on or before the 15th day of each month of this lease. A late fee of an additional 1.5% of the gross receipts (6.5% in total for the first year, 11.5% in total for the following years) shall be due the Lessor if the monthly fee payment is not paid to the Lessor by the 15th day of each month of this lease. Lessee's failure to pay Lessor the above described fee on or before the 15th day of any month of this lease shall be considered a default by the Lessee of the terms and conditions of this lease.

4. PURPOSE, SCHEDULE, TOURNAMENTS AND MALT BEVERAGE PERMITS:

4.1 PURPOSE

The leased premises are being leased to Lessee for the sole and only purpose of operating a food and beverage operation from the Crossroads Softball/Baseball Complex. Lessee shall keep the leased premises in good, clean, and sanitary condition, and shall ensure that all food served is of first quality, wholesome and pure. Food and other merchandise on hand shall be stored, handled, and served with due regard for sanitation. Lessee shall employ and supervise a person, or persons, with appropriate experience and qualifications to provide all services appropriate for these facilities.

4.2 SCHEDULE, TOURNAMENTS AND MALT BEVERAGE PERMITS

4.2.1 Lessee agrees to operate the Crossroads Concession on those dates, and at the hours listed in accordance with the schedule to be provided by the Lessor prior to the season. Generally, the Lessee must be available to be open on weekday evenings and on most weekends from mid-May to mid-August. Service for a fall league, which runs from mid-August to mid-October, will be at the option of the Lessee.

4.2.2 If the Lessee desires to close the concession during days or hours specified on the schedule as described, the Lessee must secure a written waiver from the Director of Parks and Recreation or his designated staff.

4.2.3 Lessee shall provide its request, accompanied by documentation of cause, at least 48 hours in advance of its requested closing.

4.2.4 Lessor reserves the right to require closure of the Lessee's concession at times when there are no regularly scheduled league games at the recreation area.

4.2.5 Lessee retains the right to operate for any tournaments or activities at Crossroads. If Lessee is unable to provide the service for a tournament or activity at Crossroads, the Lessee will not unreasonably withhold permission for another Lessee to operate. Other Lessees may be allowed in the leased premises, but may not operate in the leased building without the express written permission of the Lessee.

4.2.6 The Lessor retains the right to issue malt beverage permits for tournaments.

5. CUSTODIAL SERVICES AND UTILITIES:

5.1 Lessee agrees to provide custodial service in the public restrooms and concession areas. Lessee shall further insure that restrooms are kept open, and in a clean, safe, and sanitary condition during hours of operation.

5.2 Lessor will pay all utilities (water and sewer services, electricity and natural gas) expressly excluding telephone. However, it is expressly understood that it is the obligation of the Lessee to take reasonable care of said leased facility.

6. OBSERVANCE OF LAWS, RULES, AND REGULATIONS:

Lessee shall be solely responsible for compliance with all applicable laws, rules, regulations, and orders of the Federal government, State of Wyoming, Natrona County, and the City of Casper. The Lessee shall also abide by all rules, regulations, and directives prescribed by the Casper Recreation Division and the City of Casper. The Lessee shall obtain all applicable licenses and permits for its operations, and for making repairs, alterations, or improvements.

7. PERMITS, LICENSES, AND TAXES:

Lessee shall comply with all requirements of federal, state, local laws and regulations pertinent to or affecting the handling, sale, and disposal of food, beverage (non-alcoholic), tobacco, and other goods or merchandise served or sold. The Lessee shall at his own expense and cost, procure and keep in force during the entire period of the lease all permits and licenses required by such laws and regulations.

8. INSURANCE AND HOLD HARMLESS AGREEMENT:

8.1 Prior to commencement of work, Lessee shall procure and at all times maintain with insurer acceptable to the Lessor the following minimum insurance protecting the Lessee and Lessor against liability from damages because of injuries, including death, suffered by persons, including employees of the Lessor, and liability from damages to property arising from and growing out of the Lessee's negligent operations in connection with the performance of this Agreement.

	LIMITS
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Not applicable

8.2 Lessee shall provide Lessor with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Agreement. Such certificates shall provide thirty (30) days advance written notice to Lessor of cancellation or non-renewal, and except for Workers Compensation and professional liability insurance, shall list the Lessor as an additional insured.

8.3 In addition, upon request by the Lessor, Lessee shall provide Lessor with copies of insurance policies and/or policy endorsements listing the Lessor as an additional insured. Lessor's failure to request or review such insurance certificates or policies shall not affect Lessor's rights or Lessee's obligations hereunder.

8.4 Lessee agrees to forever indemnify the Lessor, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Lessee.

8.5 It is recognized by and between the parties to this Agreement that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 *et seq.* In the event the maximum liability allowed by law is altered, either during the term of this Agreement, or any subsequent terms, then such insurance as outlined above from Lessee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Lessor having the option to immediately terminate this Agreement.

8.6 The Lessee shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

8.7 The Lessee shall indemnify Lessor against all expense, liabilities and claims of any kind including reasonable attorney fees by or on behalf of any person or entity arising out of either: (1) a failure of the Lessee to perform any of the following terms and conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any and all law and any governmental authority or (4) any mechanics lien or security interest filed against the demised premise or material or alteration of said property.

9. ANNUAL OPERATIONS PLAN:

9.1 The Lessee, after execution of this lease shall submit an ANNUAL OPERATIONS PLAN to the Lessor initially within thirty (30) days after the execution of this lease by all parties, and thereafter on or before April 1 of each term of this lease. The plan shall specify the responsible individual organizational contact(s), individual contact number(s), and mailing address(es); along with proposed/known annual activities list of special events, tournaments, etc., and proposed concession food and beverage selections, prices, other offerings, and the hours of operation. In the event the Lessor does not disapprove of the plan within thirty (30) days from the date of submission, the plan shall be considered approved.

9.2 Lessee shall not permit its employees, organizational members, or participants to violate any of the terms and conditions of this lease, nor to violate any law, rule, or regulation of the Lessor with respect to the leased premises.

10. ADVERTISING:

10.1 Lessee shall have the right to procure and to install, affix, maintain and replace appropriate signs displaying advertising matter on the leased premises, subject to the Lessor's written approval. Lessee shall be included in all Casper Recreation Division advertising for events held at Crossroads Softball Fields, and will inform the Lessor in advance of any activities, events, or promotions that the Lessee is planning.

10.2 The parties agree that all advertising placed on the leased premises is owned by the Lessee and shall remain the property of the Lessee. However, such advertising is subject to removal by the Lessee at the Lessor's request and sole discretion. Lessee agrees to indemnify and hold the Lessor harmless from any and all claims arising from such advertising.



11. SUBLEASE ASSIGNMENT:

Lessee may not assign, sell, or transfer this lease agreement in whole or part and may not sublet all or otherwise assign all or any part of the leased premises without the prior written consent of the Lessor.

12. NON-DISCRIMINATION:

12.1 The Lessee agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

12.2 There shall be no discrimination or preferential treatment against or toward any individual group by Lessee, and no membership in any organization is necessary to enable the general public to use the lease premises for their intended purpose.

12.3 Breach of this subparagraph regarding non-discrimination may be regarded as a material breach of this lease.

13. RIGHT TO ENTRY:

The Lessor reserves the right to enter the leased premises at all times for the purpose of maintenance, public safety, and other general inspections.

14. INVENTORY:

Within thirty (30) days of the execution of this lease by all parties hereto, and on or before May 1 of each term of this lease, the Lessor and the Lessee shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Lessor and those belonging to the Lessee on the leased premises. Lessee shall not remove any Lessor owned equipment from the facilities without express written permission from the Parks and Recreation Department Director or his designee.

15. BUSINESS RECORDS:

15.1 Lessee shall, with respect to all business done by it in the sales of food, beverages, catering, concessions, building rentals, novelties, and related services; keep true and accurate accounts, records, and books; which among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid or not), and the gross receipts of said business and an

aggregate amount of sales, services, rentals, orders, and all of Lessee's business expenses upon the leased premises.

15.2 Lessor and its agents shall have the right, at all reasonable times, to inspect and examine such records at the leased premises; including, but not limited to, cash receipts, books, and other data as to confirm gross receipts. Upon request, Lessee shall furnish the Lessor with financial statements showing all income and expenses incurred during the term(s) of the Lease Agreement.

16. MAINTENANCE:

16.1 Lessee shall, during the time of this lease, or any renewals thereof, keep the leased premises and facilities in good order and repair commensurate with the operation of the Lessee's intended use of those premises and facilities; and as necessary to adequately protect and serve spectators, guests, invitees, participants, and the general public. Upon request of the Lessee, and at the sole discretion of the Lessor, the Lessor may provide reasonable maintenance of the lease premises and facilities; as noted in the provisions below. Notice of required maintenance may be made by Lessor, and Lessee will abate the problem within seven (7) days, unless otherwise agreed by Lessor.

16.2 Lessor shall, during the term of this lease, or any renewals thereof, provide major premises, facilities, and equipment repairs to electrical, mechanical, plumbing, heating, ventilation, water, sewer, pump/well, sanitation, natural gas, lighting, general building, and general land area amenities and systems, in-which each single-incident of repair exceeds Fifty Dollars (\$50.00) per occurrence. Lessee shall be responsible for providing all minor maintenance and repairs to the kitchen area facilities, and cooking equipment; in-which each single-incident of repair less than Fifty Dollars (\$50.00). Each party, except in the case of an emergency, shall inform the other, of the repairs required, of the location, time, nature, necessity, repair company, and quoted price of the repair(s) that is (are) being made to the leased premises and facilities.

17. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

17.1 The Lessee, at its sole cost, risk, and expense may construct both temporary and permanent facilities and fixtures for its benefit, and the benefit of its customers. Such facilities and fixtures shall meet all applicable city, county, state, and federal regulations and such other requirements as may be prescribed by the Lessor.

17.2 The plans and specifications for any additional temporary and permanent facilities and fixtures shall first be submitted to the Lessor for approval in accordance with existing codes and or standards, prior to the purchase of materials or construction. At the time of submission, the Lessee shall designate whether the facility or fixture is permanent or temporary, and in the case of the later, for what period of time it will remain in use. The Parks and Recreation Department Director

or his designee shall have the authority to approve or disapprove of such temporary or permanent facilities or fixtures placed upon the leased premises.

17.3 Lessee may, upon termination of the Lease Agreement, remove all facilities or fixtures it constructed and which are of a temporary nature, but shall restore premises conditions as they were prior to installation of the removed improvements. Any permanent facility or fixture shall be the property of the Lessor.

17.4 The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Parks and Recreation Department Director, or his designated representative.

18. UTILITIES:

Lessor shall provide adequate water, sewer, electrical and natural gas utilities, including connections thereof.

19. CAPITAL INVESTMENTS:

All capital improvements to the leased premises, and equipment and fixtures, other than those belonging to the Lessee shall be, and remain the sole and separate property of the Lessor.

20. LEASE TERMINATION:

20.1 Lessee may terminate this Lease Agreement. However, Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date. Lessor may terminate, without declaring a default, by also providing written notice to Lessee thirty (30) days before INTENDED TERMINATION OR next rental due date. This termination ability is in addition to any other termination provision in this Lease.

20.2 Notwithstanding the above, the Lessee shall not be relieved of liability to the Lessor for damages sustained by the Lessor, by virtue of termination of the Agreement by Lessee, or any breach of the Agreement by the Lessee.

21. DEFAULT AND REIMBURSEMENT OF EVICTION EXPENSES:

21.1 In the event Lessee fails to do, or cause to be done, any of the terms and conditions of this lease, the same shall be considered a default of the entire lease. Lessor shall give Lessee fifteen (15) days' notice in the event of any such default, and Lessee shall have an additional fifteen (15) day period to cure said default. Upon failure to cure said default, Lessor may, at its option, terminate this lease, and

Lessee shall give up the leased property peacefully and in as good as condition as when entered upon. Upon such default and termination, Lessor shall have the right to enter upon the demised premises with or without process of law. In the event any of the rent payments called for herein remain unpaid, and Lessee defaults in payment of the same, then Lessor may terminate the lease, retaining all payments made hereunder as liquidated damages.

21.2 Lessee shall pay and indemnify the Lessor against all legal costs and charges, including attorney's fees in obtaining possession of the leased premises and facilities after a default of Lessee, or after Lessee's default in surrendering the possession, upon the expiration or early termination of the term of this lease, or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for Lessor to restore the property and premises to the original condition.

22. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee shall at the expiration of the lease term or any extension thereof, or on termination thereof, surrender the leased premises free of sub tenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon except for temporary facilities or fixtures put-in at the expense of the Lessee; subject however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by Lessee at the expiration of the lease term, or any renewals thereof, and all property not so removed shall be deemed abandon by Lessee. Lessor has the option to purchase all of the removable property that the Lessee has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Lease Agreement. The purchase price shall be the depreciated value of the assets at the time of termination or expiration of the Lease Agreement.

23. DESTRUCTION OF REAL PROPERTY AND FIXED ASSETS:

If the real property and fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated.

24. TAXES AND ASSESSMENTS:

Lessee agrees to pay to Natrona County Treasurer, on behalf of Lessor, any and all taxes and assessments which may be assigned against the Lessee's personal business and property. Lessor shall pay any taxes, levies, or assessments levied on the buildings, premises, properties, or improvements owned by the Lessor.

25. NOTICES:

All notices required to be given to the Lessor shall be in writing and address to the Parks and Recreation Director, 200 North David Street, Casper, Wyoming 82601. All notices to be given to Lessee shall be in writing addressed to HA Baseball LLC, DBA Casper Horseheads Baseball Club, PO Box 2505 Casper, Wyoming 82601

26. WAIVER:

The waiver of any breach in any of the terms and conditions of this Lease shall be limited to the acts or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force as to future acts or happenings notwithstanding such individual waiver of any breach thereof.

27. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, county, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the properties, and its uses, and furnish the Lessor copies of permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001. et seq. (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, or dispose of any hazardous wastes as defined in 42 U.S.C. 6093 (5), or hazardous substances as defined in 42 U.S.C. 9601 (14), on the properties, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject properties in accordance with all-applicable laws and regulations. Lessee shall not bring onto the properties any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the properties. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

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

Lessee shall make and conduct regular investigations of the properties to determine the presence thereon of any hazardous substance which may have been deposited on the properties by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the properties by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

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

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, reasonable attorney's fees.

Provided, however, that the indemnification provided for herein to Lessor shall be limited to conditions which arose on the leased property subsequent to Lessee's possession of same. It is not the intent of Lessor to hold Lessee responsible for circumstances arising before Lessee first occupied or assumed possession of the property herein leased. Further, Lessee does not agree to indemnify Lessor for conditions arising on the leased property which are caused by Lessor.

28. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

29. BINDING EFFECT:

This agreement shall insure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

30. NUISANCE:

30.1 The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State grade, and municipal government, and of any and all of their departments and bureaus applicable to said premises for the correction, prevention, or abatement of nuisances or other grievances in, upon, or connected with said premises during the term.

30.2 Lessee shall keep the property clear of all nuisances such as weeds, litter, garbage, junk or any other materials that would make said site unsightly and a nuisance to the City.

31. WYOMING GOVERNMENTAL CLAIMS ACT:

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

32. NO LIENS:

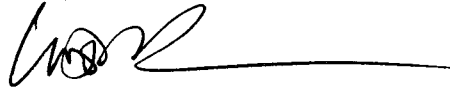
Lessee will allow no liens to be placed upon the leased premises.

33. ENTIRE AGREEMENT:

Except as otherwise provided herein, this Lease Agreement contains the entire agreement between the parties, and no amendment of this lease shall be effective unless reduced to writing, and executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first written.

APPROVED AS TO FORM



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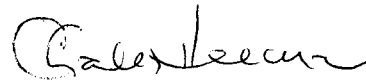
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Charles Powell  
Mayor

HA Baseball LLC, DBA Casper  
Horseheads Baseball Club:



---

Charles Heeman  
Owner



RESOLUTION NO.19-80

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HA Baseball LLC, DBA Casper Horseheads Baseball Club FOR OPERATION OF THE CONCESSION BUILDING AT CROSSROADS COMPLEX.

WHEREAS, the City is the owner of Crossroads Ballfield Complex; and,

WHEREAS, the City desires to provide concessions for the public at this facility; and,

WHEREAS, the City received one submittal resulting from the publicized request for proposal; and,

WHEREAS, the sole respondent has withdrawn the submittal; and,

WHEREAS, the HA Baseball LLC, DBA Casper Horseheads Baseball Club has expressed interest in providing concessions for the public at the Crossroads Ballfield Complex; and,

WHEREAS, the City desires to have concessions for the public at the start of the softball season.

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 between the City of Casper and HA Baseball LLC, DBA Casper Horseheads Baseball Club for the purpose of operating the concession building at Crossroads Ballfield Complex.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

May 2, 2019

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

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

SUBJECT: Authorizing a License Agreement with Lou Taubert Real Estate, Inc., for installation of concrete landing and railing within South Wolcott Street Right-of-Way.

Meeting Type & Date:  
Regular Council Meeting  
May 7, 2019

Action Type  
Resolution

Recommendation:  
That Council, by resolution, authorize a license agreement with Lou Taubert Real Estate, Inc., to install a concrete landing and railing within South Wolcott Street

Summary:  
Lou Taubert Real Estate Inc., requests the City's permission to install a concrete landing and hand railing within South Wolcott Street right-of-way. Renovations of the property require that egress doors open out of the building with a concrete landing equal to the door width. The concrete landing and hand railing will be located within the sidewalk and right-of-way located at 214 South Wolcott Street.

Provisions in the license agreement call for Lou Taubert Real Estate, Inc., to be responsible for all costs associated with construction and maintenance of the concrete landing and hand railing, and restoration of the property should the license agreement be revoked.

A resolution is prepared for Council's consideration.

Financial Considerations:  
None

Oversight/Project Responsibility:  
Andrew Colling, Engineering Tech

Attachments:  
Resolution  
License Agreement  
  
Lou Taubert Real Estate, Inc.  
License Agreement

**REVOCABLE LICENSE AGREEMENT  
BETWEEN  
LOU TAUBERT REAL ESTATE, INC.  
AND  
CITY OF CASPER  
FOR INSTALLATION OF CONCRETE LANDING & RAILING IN  
SOUTH WOLCOTT STREET RIGHT-OF-WAY**

FOR AND IN CONSIDERATION OF THE SUM OF Two Hundred Fifty Dollars (\$250.00), per year, payable on May 1, 2019 and the first (1<sup>st</sup>) day of May each year thereafter for the duration of this agreement, the CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming, 82601, hereinafter called the "Licensor," HEREBY GRANTS A REVOCABLE LICENSE to Lou Taubert Real Estate, Inc., 125 East Second Street, Casper, Wyoming 82601, hereinafter called the "Licensee," to construct, alter, operate, maintain, inspect, repair, and replace a non-permanent landing and decorative railing, hereinafter called the "Public Safety Accommodation," located upon the following-described land situate in the City of Casper, County of Natrona, State of Wyoming, to-wit:

A 16-foot long by 4-foot wide non-permanent landing and railing located on a portion of Lot 12, Block 3 of Casper Addition, Natrona County, Wyoming, more specifically at 214 and 218 South Wolcott Street; the railing and landing will be located upon the adjacent sidewalk/right-of-way.

THIS LICENSE is granted upon such express terms and conditions as are hereinafter set forth. The Licensor, at its option, may, for public safety reasons, immediately revoke this License, provided, however, Licensor shall first give notice to Licensee of the public safety concern and provide to Licensee a reasonable opportunity to cure or rectify the concern. Licensor also may, at its sole discretion, revoke this License upon three (3) months' notice to Licensee, with the prorated annual fee being refunded to the Licensee.

THIS LICENSE and construction of the "Public Safety Accommodation" is subject to the following conditions:

1. The work of constructing, altering, maintaining, repairing, replacing or removing the "Public Safety Accommodation," shall be constructed and completed in a good and workmanlike manner at the sole expense of the Licensee, and in accordance with good construction practice and the applicable City of Casper Laws and Standard Specifications and applicable federal and state laws. The Licensee's responsibility shall include, but not be limited to: restoring all surfaces to the same condition they were in prior to the construction authorized by this License. The Licensor reserves the right to, but need not, inspect such work in order

to ensure compliance with said standards; the Licensee assumes all responsibility for such work, placement and operation for the "Public Safety Accommodation," including without limitation: construction, alteration, maintenance, repair, replacement or removal of the "Public Safety Accommodation." This work, placement and operation, shall be done in such a manner as to not unreasonably interfere with the use of the licensed premises by the Licensor and the general public and shall in no way endanger the general public in the use of the sidewalk and right-of-way adjacent to 214 and 218 South Wolcott Street.

2. This permission is given to Licensee as a "Public Safety Accommodation" to Licensee for the public safety of pedestrians. Licensee hereby acknowledges the title of Licensor to the above-described licensed sidewalk and right-of-way, and agrees never to sell, resist, deny or encumber any such title.
3. Licensee shall be solely responsible for the construction and maintenance of the "Public Safety Accommodation," and shall make certain that the same does not violate the Americans With Disabilities Act or pose a public safety hazard.
4. Licensee agrees to indemnify the Licensor, its elected officials, appointed officials, employees, and duly authorized agents against, and save them harmless from, all liability for damages to property, claims of violations of federal, state or local law(s), or injury to, or death of, persons, including the Licensor, its agents and employees, and including all costs and expenses incident thereto arising wholly or in part from, or in conjunction with, existence, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use, or removal of the said "Public Safety Accommodation," to the extent such damage or injury is caused by the construction, placement, use or maintenance of the "Public Safety Accommodation," or acts of Licensee, its agents or employees.
5. The Licensor reserves the right to use, occupy, and enjoy the sidewalk and "Public Safety Accommodation," in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by them. If any such use shall, at any time, necessitate any change in the location or manner of use of said "Public Safety Accommodation," or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the Licensor and the Licensor shall not be liable to said Licensee on account thereof, or on account of any damage growing out of any use which the Licensor may make of its premises and the sidewalk and "Public Safety Accommodation." In addition to its right to revoke this License for public safety concerns, the Licensor shall have the right at any time, to revoke this License as referenced above.
6. At the expiration of the time the License is valid or upon the express revocation of this License pursuant to any of the provisions enumerated herein, or upon the failure to pay the annual License fee, the Licensee shall promptly and in the manner directed by the City Council, through the City Manager, remove the "Public Safety Accommodation" and each and every part thereof, from the licensed premises and leave said premises in the same

condition in which it was before the installation of the "Public Safety Accommodation." If the "Public Safety Accommodation," or any portion thereof, is not removed within sixty (60) days of the receipt of the notice, or such additional time as may be granted in writing by the Licensor, then the "Public Safety Accommodation," or any part thereof, shall be considered to be abandoned. Upon the refusal or failure of Licensee to remove the "Public Safety Accommodation," when directed, the Licensor may remove said "Public Safety Accommodation," and each and every part thereof, and restore the premises to the same condition as before the granting of this License and the Licensee hereby agrees to pay the Licensor the cost of said removal of the "Public Safety Accommodation," or any part thereof and the refurbishment of the premises to a like condition as they were before this agreement, and to pay any and all reasonable attorneys' fees and legal costs of City, should City reasonably need to resort to legal action to enforce this agreement.

7. The "Public Safety Accommodation" and/or this License Agreement may only be assigned pursuant to a separate written agreement of the parties. In the event the "Public Safety Accommodation" is conveyed to another party, this License may also be assigned to the other party, and upon said assignment, the other party shall become entitled to the rights and obligations and shall assume all of the obligations and duties herein provided. This License Agreement may be recorded of record in the Natrona County Clerk's Office and the property referred herein shall be subservient to this agreement.
8. This License is granted to Licensee subject to all existing easements, rights-of-way, covenants, restrictions and reservations.
9. LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE PREMISES ARE SAFE, HEALTHFUL, OR SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE PERMITTED TO BE USED UNDER THE TERMS OF THIS LICENSE, AND LICENSEE ACCEPTS THE LICENSED PREMISES "AS IS."

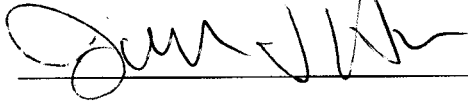
10. GOVERNMENTAL CLAIMS ACT

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

11. This Agreement contains the entire contract between the parties hereto, the terms hereof may not be modified in any respect whatsoever, unless in writing by both parties under the signature of the duly authorized representative of Licensor.

IN WITNESS WHEREOF, the CITY OF CASPER, WYOMING, has caused this License to be executed on the 2<sup>ND</sup> day of May, 2019.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

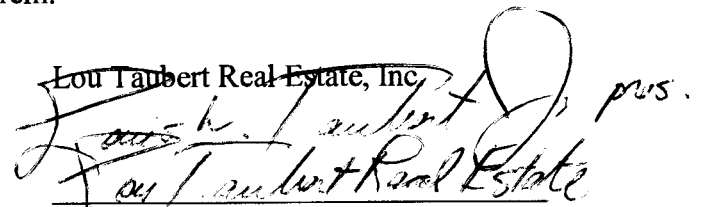
\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Charles Powell  
Mayor

THE UNDERSIGNED, the Licensee mentioned in the foregoing License, hereby accepts the same subject to the terms and conditions contained therein.

ATTEST:

  
\_\_\_\_\_

  
Lou Taubert Real Estate, Inc. *pres.*  
\_\_\_\_\_  
Title:

**ACKNOWLEDGMENT**

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

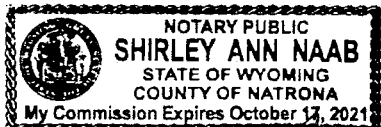
The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Charles Powell, as the Mayor of the City of Casper, Wyoming.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by James Taubert <sup>2nd</sup> as the president of Lou Taubert Real Estate, Inc.

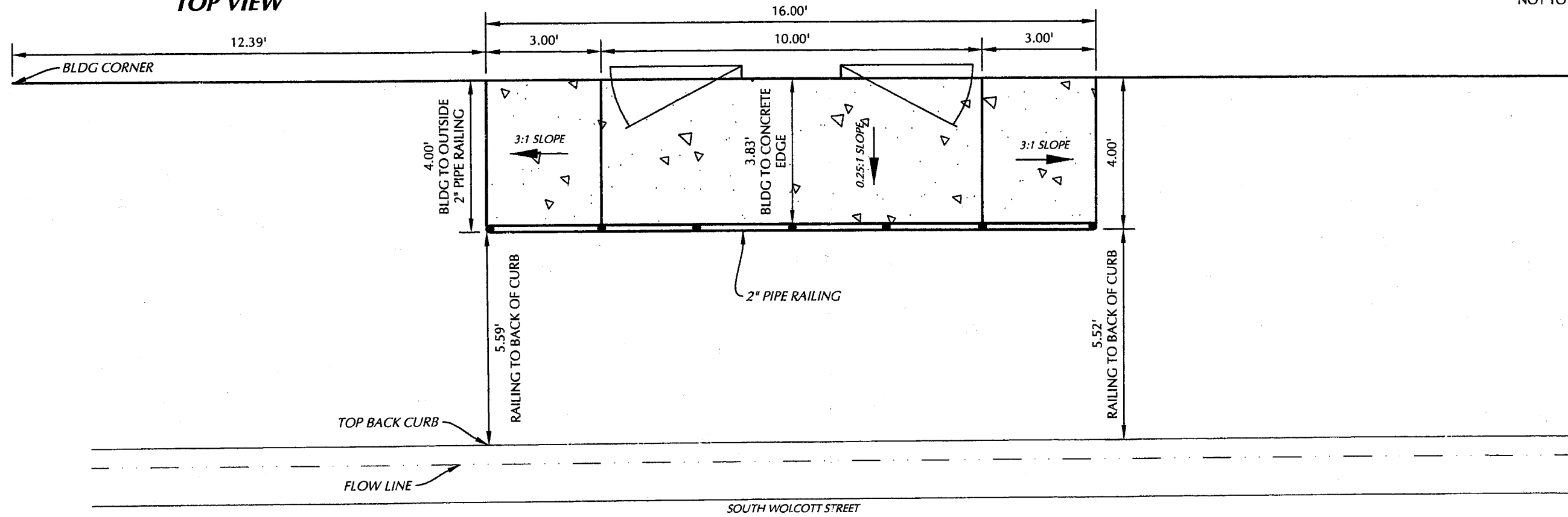


Shirley Ann Naab  
Notary Public

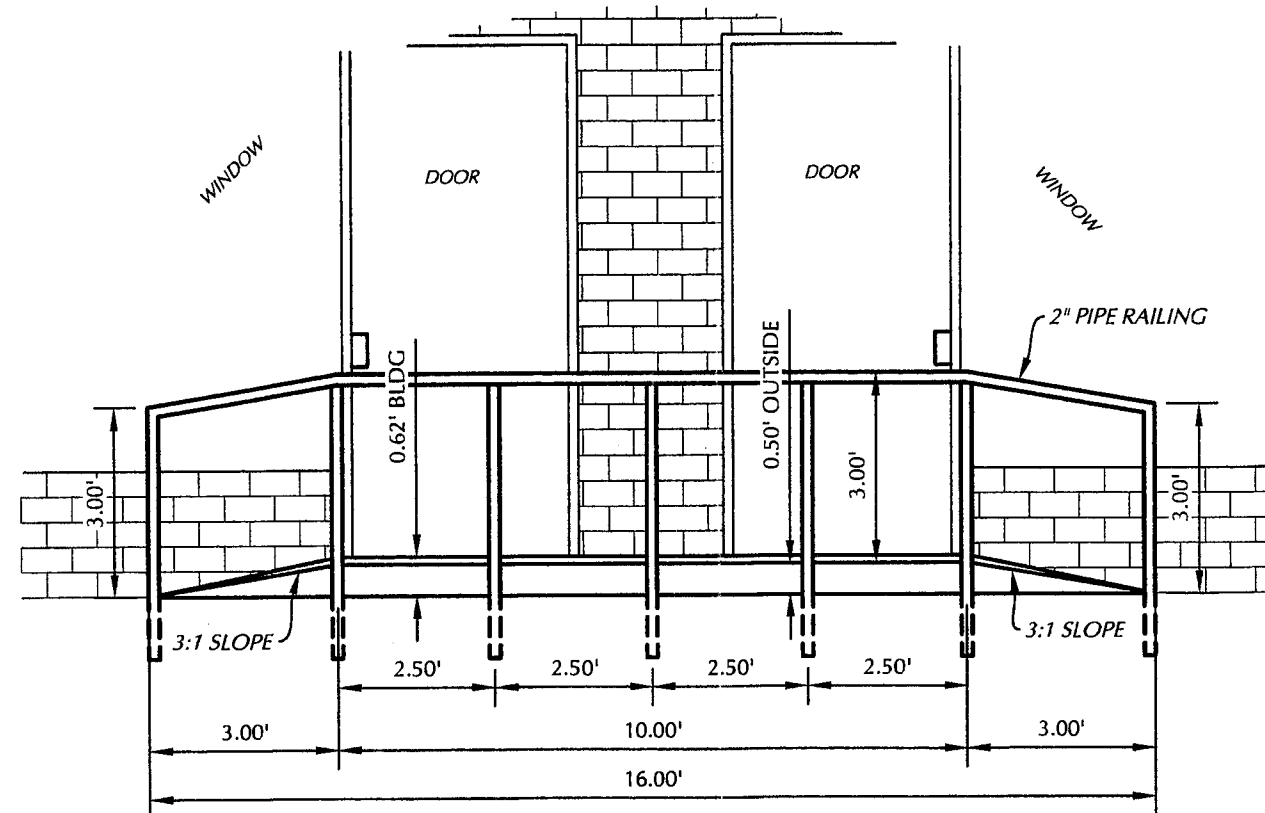
My commission expires: October 17, 2021

**TOP VIEW**

NOT TO SCALE



**SIDE VIEW**



NOT TO SCALE

Z:\SHANE-SURVEYING\CIVIL\_2019\11-19\DWG\PLAT\11-19\_PLAT.dwg SAVED:3/16/19 PRINTED:3/16/19 BY:JOE



Prepared by Shane Surveying  
P.O. Box 51412 / Casper, WY 82605  
PH: (307)251-7488

LOCATED EAST OF LOT 12, BLOCK 3 OF CASPER ADDITION,  
NW1/4NE1/4, SEC. 9, T.33N., R.79W.,  
6th P.M., NATRONA COUNTY, WYOMING  
PREPARED FOR DALE ZITTERKOPF

Drawn By: JLS

Checked By: JLS

Date:

3/16/2019

Rev. Date:

NONE

Job No.:

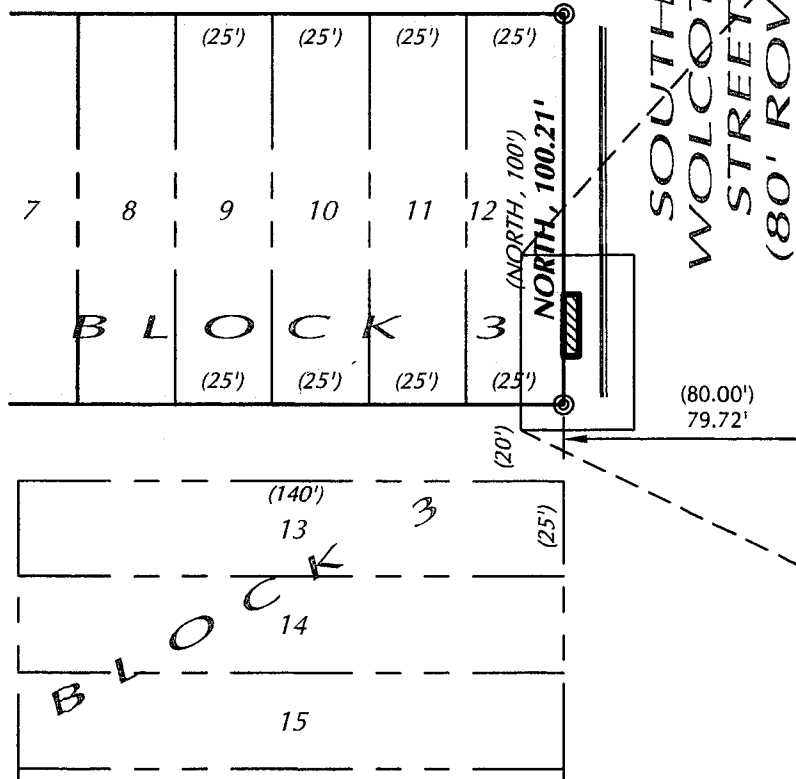
11-19

SHEET:

DETAILS



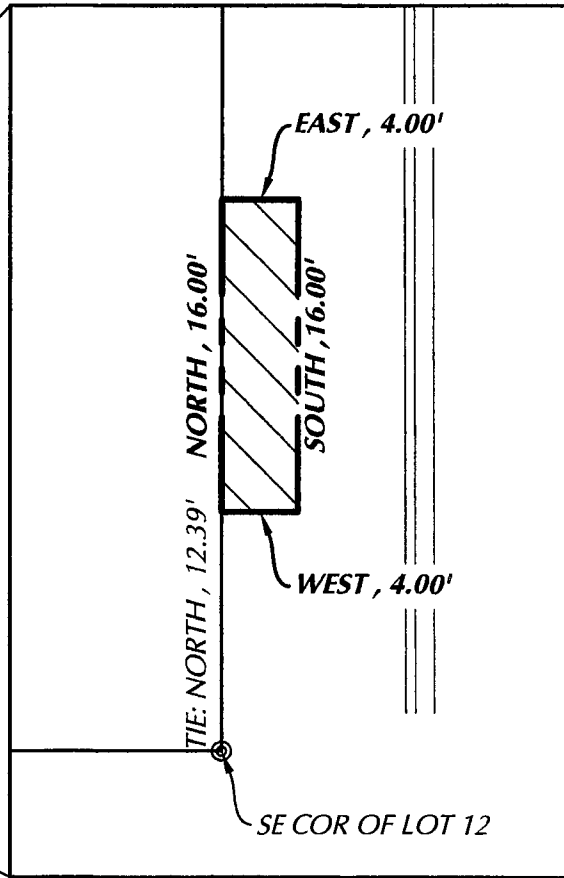
EAST 2nd STREET  
(80' ROW)



SOUTH WOLCOTT STREET  
(80' ROW)

1, BLOCK 4

BLOCK 4



SCALE: 1" = 10'

DESCRIPTION:

A LICENSE PREMISES LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN AND BEING EASTERLY OF LOT 12, BLOCK 3 OF CASPER ADDITION, NATRONA COUNTY, WYOMING BEING DESCRIBED AS FOLLOWS:

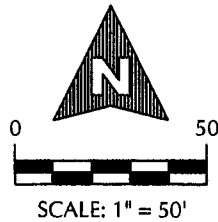
BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID LOT 12 WHICH BEARS NORTH A DISTANCE OF 12.39 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND BEING THE CORNER OF THE BUILDING AND BEING ON THE WESTERLY LINE OF SOUTH WOLCOTT STREET, THENCE NORTH A DISTANCE OF 16.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 12 AND THE WESTERLY LINE SOUTH WOLCOTT STREET TO A POINT, THENCE EAST A DISTANCE OF 4.00 FEET TO A POINT IN SOUTH WOLCOTT STREET, THENCE SOUTH A DISTANCE OF 16.00 FEET ALONG A LINE PARALLEL TO THE EASTERLY LINE OF SAID LOT 12 TO A POINT IN SOUTH WOLCOTT STREET, THENCE WEST A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING, CONTAINING 64.00 SQUARE FEET MORE OR LESS.

LEGEND

- ⊙ RECOVERED CORNER OF BUILDING
- SITE BOUNDARY
- LOT LINES
- N 46°34'56" W, 257.40'** MEASURED
- (N 46°34'56" W, 257.40') RECORD

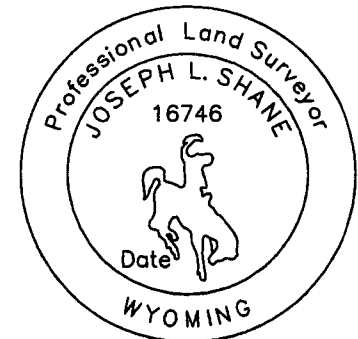
BASIS OF BEARING IS NORTH ON THE EASTERLY LINE OF LOT 12, BLOCK 3 OF CASPER ADDITION, NATRONA COUNTY, WYOMING AND BEING THE BUILDING FACE.

LAND OWNER: SOUTH WOLCOTT STREET - CITY OF CASPER  
TOTAL AREA: 64.00 SQUARE FEET



SURVEYOR'S CERTIFICATE:

I, JOSEPH L. SHANE, A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME IN THE MONTH OF MARCH, 2019 AND THAT THIS PLAT IS AN ACCURATE REPRESENTATION THEREOF.



Prepared by Shane Surveying  
P.O. Box 51412  
Casper, WY 82605  
PH: (307)251-7488

PLAT OF SURVEY  
LOCATED EAST OF LOT 12, BLOCK 3 OF CASPER ADDITION,  
NW1/4NE1/4, SEC. 9, T.33N., R.79W.,  
6th P.M., NATRONA COUNTY, WYOMING  
PREPARED FOR DALE ZITTERKOPF

Drawn By: JLS  
Checked By: JLS  
Date: 3/16/2019  
Rev. Date: NONE  
Job No.: 11-19  
SHEET:  
PLAT OF SURVEY

RESOLUTION NO.19-81

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH LOU TAUBERT REAL ESTATE, INC., TO INSTALL A NON-PERMANENT LANDING AND RAILING WITHIN SOUTH WOLCOTT STREET RIGHT-OF-WAY.

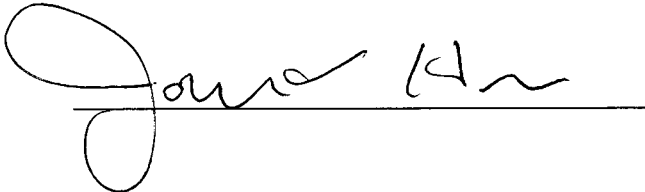
WHEREAS, Lou Taubert Real Estate, Inc., has requested permission from the City to install a non-permanent landing and railing within South Wolcott Street right-of-way; and,

WHEREAS, the City of Casper has determined that entering into a license agreement to permit Lou Taubert Real Estate, Inc. to modify the sideway right-of-way for safer pedestrian traffic is appropriate.

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 license agreement with Lou Taubert Real Estate, Inc., for the purpose of using the City-owned right-of-way as described in the license agreement for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing a non-permanent landing and railing within South Wolcott Street right-of-way, as described in said license agreement, and subject to the conditions and agreements as set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:



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

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Charles Powell  
Mayor

April 15, 2019

MEMO TO: His Honor, The Mayor, and Members of City Council  
FROM: J. Carter Napier, City Manager *JCN*  
SUBJECT: Leisure Services Advisory Board Appointments

Meeting Type & Date

Regular Council Meeting, May 7, 2019

Action Type

Minute Action

Recommendation:

That Council, by minute action, authorize the appointment of Lisa R. Herr to the Leisure Services Advisory Board (LSAB).

Summary:

The LSAB has one (1) opening on the board. The application period closed on March 29, 2019. Five (5) applications were received.

The LSAB voted to recommend Lisa R. Herr to City Council for appointment to the LSAB at their meeting on April 11, 2019. This will be the first term for Lisa Herr, therefore she is eligible to apply for reappointment for an additional three (3) year term. Lisa R. Herr would be appointed for one (1) three (3) year term beginning May 8, 2019 and expiring December 31, 2021.

Financial Considerations:

No Financial Considerations

Oversight/Project Responsibility:

Leisure Services Advisory Board

Attachments:

News Release – Leisure Services Advisory Board Vacancies  
Minutes of the April 11, 2019 LSAB Meeting  
Appointment Request Letter from Lisa R. Herr

# NEWS RELEASE

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**For Immediate Release**

Contact:

Carolyn Griffith, Recreation Manager  
Parks and Recreation Department  
[cgriffith@casperwy.gov](mailto:cgriffith@casperwy.gov)  
(307) 235-8384

## **Leisure Services Advisory Board Vacancies**

*Board serves as liaison to City Council*

**Casper, Wyoming (March 12, 2019)** – The Leisure Services Advisory Board is accepting applications from interested citizens who wish to serve as volunteer members of the Advisory Board. The Leisure Services Advisory Board exists for the purpose of providing a source of active participation by a wide range of citizens in planning, setting priorities, and providing direction for City-owned recreational facilities and related programs in Casper. The Board serves as a coordinating body to bring together all of the resources which currently exist and to seek out additional resources to improve access to leisure services and information for residents of the Casper area.

The Leisure Services Advisory Board is made up of nine (9) volunteer citizens of Casper that are appointed by the City Council and serve three (3) year terms. The Board meets at 4:30 p.m. on the second Thursday of every month at various pre-determined recreational facilities.

Any citizen interested in serving on the Leisure Services Board is invited to submit a letter of application outlining relevant experience and why he or she is interested. Letters should be addressed to the Recreation Manager, 1801 East 4<sup>th</sup> Street, Casper, Wyoming, 82601. Please note on the envelope or subject line: "Leisure Services Advisory Board Opening." The deadline for applications is March 29, 2019.

Questions should be directed to Carolyn Griffith, Recreation Manager, at 307-235-8384 or [cgriffith@casperwy.gov](mailto:cgriffith@casperwy.gov).

**Leisure Services Advisory Board (LSAB)**  
**Minutes of Thursday, April 11, 2019**

The meeting was called to order at 4:32 pm by Chairman Whitfield at Fort Caspar Museum.

Board Members Present: Jennifer Walker, Beth Nelson, Ted Rasmussen, Greg Tucker, Stephanie Whitfield, David LaPlante, and Andrea Covert

Council Liaison: Councilman Mike Huber

Staff Present: Rick Young, Tim Cortez and Carolyn Griffith

Guests: Con Trumbull, Heather Ross

**Approval of Minutes**

Chairman Whitfield accepted a motion to approve the minutes of the March 14, 2019 meeting. Greg Tucker motioned to approve. Beth Nelson seconded and motion passed.

**User Groups**

***Fort Caspar Museum Association*** – Con Trumbull, President

No financial report was provided.

FCMA is a non-profit and has been in existence since the 80's. They help with programs and activities associated with Fort Caspar Museum and the fort. They put on Caspar Collins Days again this past year and had about 1,000 people attend. Candlelight Christmas attracted about 800 people for their one night event. They also put on Lunch and Learns. The FCMA is in the process of refurbishing the '34 Dodge pick-up that was donated several years ago. The truck will be used to help promote Fort Caspar Museum in parades and other events.

FCMA is involved with over 30 groups that also use Fort Caspar. FCMA is going to be doing some national advertising. They intend to put an ad in *True West* magazine. They are planning to install a telegraph exhibit. They are going to do a fundraiser this year at the Fairgrounds in August.

The FCMA entered into a MOU with the City to address a recent acquisition that will become public at a later time.

Stephanie asked if the FCMA hosted a traveling exhibit again this year. He said they did not this year. Greg Tucker asked if the FCMA has worked with any of the theaters with their mystery dinner idea. Con said they made over \$3,000 working with the Gaslight Social on one of the Thursday night events. David LaPlante asked if FCMA still has the additional storage concern that they had mentioned previously. Rick Young commented on moving only the FCMA owned items to another location. Beth Nelson asked where the storage area would be built. Con explained that there would be a shed put on the back of the grounds. Beth also asked about the electrical upgrade that was needed last year. Con said that FCMA completely rewired the fort area.

Con invited the Board to the FCMA Board meeting which is scheduled to follow this meeting today.

**Fort Caspar, Fees, Facility Needs and Policies**

Rick Young, Fort Caspar Museum Supervisor, explained that Fort Caspar has a traveling exhibit on the road in Wyoming currently. He indicated that it is good advertising for the fort. Rick talked about the makeup of the clientele that visits the museum. About 67% of the visitors last year came from outside of Natrona County. 6% of the visitors came from other countries.

Greg asked how overall attendance has been at the Fort. Rick said that it's been steady and that they saw about 27,000 visitors last year. Rick indicated that school tours are down a little bit. David talked about the condition of the physical plant. Rick said the roof is scheduled to be replaced, but that everything else seems ok. David asked about the storage concerns for the collections. Rick said it all comes down to money. Rick said the cabinets come in at about \$17,000 each and they could use about 4 of them as well as some open shelving. David commented about how good the museum looks and thanked Rick.

David asked if the fees had changed. Rick said they changed last year slightly and that there isn't a need to change fees at this point. Greg asked about staffing. Rick described current staffing levels. David asked if there is an audio guide for the fort buildings. Rick said they do not have a walking audio tour and that people are on their own to tour the fort buildings. Con said that FCMA has included that in their master plan. Discussion followed regarding the possibility of using a phone app for interpretive tours. Chairperson Whitfield thanked Rick and Con for all that they do.

**Welcome to Andrea Covert** – recently appointed board member.

### **Other Business**

Public – none present

Staff – Tim Cortez talked about a collection donation that was recently made to Fort Caspar Museum and that the public announcement has not been made yet. Tim also stated that for every dollar that is spent on the museum, about 19 cents is returned. Fort Caspar Museum does attract visitors which add to community economic impact.

Board –

The Board moved to Executive Session to discuss candidates.

Carolyn Griffith confirmed that the Board had received the five written requests that had been submitted as letters of interest. They were: Heather Ross, Lisa Herr, Larry Dobbs, Doug Follick, and Amy Crawford. Each of them was sent a letter inviting them to today's meeting with a request to meet with the Board immediately following official business.

Heather Ross, Board candidate, presented her background and explained why she is interested in the Board.

Lisa Herr, Board candidate, presented her background and explained why she is interested in the Board.

None of the other candidates were present. The Board voted to recommend Lisa R. Herr to fill the existing vacancy.

Carolyn will call all of the candidates to inform them of the recommendation along with the invitation to stay engaged as there will be additional Board vacancies in December.

**The next scheduled meeting will be Thursday, May 9, 2019 at 4:30 pm at Hogadon Basin Ski Lodge.** The meeting was adjourned at 5:43pm.

March 21, 2019

City of Casper  
Recreation Manager  
1801 East 4<sup>th</sup> Street  
Casper, WY 82601

Dear Leisure Services Advisory Board,

Please consider this letter my application for one of the open positions on the Advisory Board.

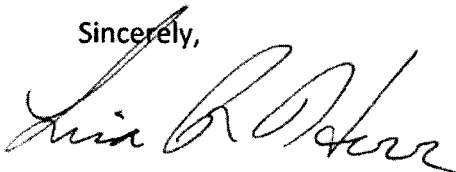
Let me start with telling you just a little bit about myself. I was born and raised in Casper. I have lived all, but three, of my 51 years here in Casper. My parents have had their own business here in Casper from the time I was 10 years old, and they still live in the same house they bought 52 years ago. You might say that my roots run very deep here in the beautiful town of Casper and I would like to keep growing and prospering here in Casper.

Some of the reasons that I think I would be a good candidate for the open position on the Advisory Board are: 1) I've been on the other side of the table from the board. I volunteered for several years at the Casper Speedway. Then was on the board for a few years. I ended my time at the track as the promotor for a couple of years. 2) I am an avid snowmobiler. I have sat on the local Casper Snow Gypsies board for the last few years. 3) My kids and I enjoy hunting, fishing, camping, 4wheeling, all the wonderful outdoor adventures that our little town has available for us to use. 4) The grandkids and I enjoy going to the local museums and kids adventures as much as we can.

Now I would like to try my hand at being on the other side of the table. To learn more about all the different activity opportunities that there are in our great little town of Casper. To help develop and promote those programs for our local citizens, and future citizens to utilize.

I look forward to hearing from you.

Sincerely,



Lisa R. Herr  
PH: 307.299.6476  
1429 W. Collins Dr.  
Casper, WY 82604

April 24, 2019

MEMO TO: J. Carter Napier, City Manager *cn*  
FROM: Liz Becher, Community Development Director *eb*  
SUBJECT: Minute Action Rejecting the Bid on the former Beverly Street ball field property

**Meeting Type & Date:**

Regular Council Meeting, May 7, 2019.

**Action Type:**

Minute Action.

**Recommendation:** That Council, by minute action, reject the public bid that was received for the former Beverly Street ball field property, as described in the Public Notice published in the Casper Star Tribune on March 24, 31, and April 7, 2019.

**Summary: Background and Analysis** – The City of Casper requested sealed bids for two (2) City-owned properties which included the former Beverly Street ball field property and the former Fire Station #5 on E. 15<sup>th</sup> Street. The City Council opened said bids at the pre-meeting on April 16, 2019 and discussed the bids at a public work session on April 23, 2019. The City Council members in attendance directed staff to move forward with one (1) of the bids on the former Fire Station #5 and to reject the bid received for the former Beverly Street ball field property. Pursuant to Wyoming Statute §15-1-112, the City Council has the option to either sell the properties to the highest responsible bidders, or in the alternative, reject all bids on each individual property.

**Financial Considerations:** None related to the rejection of the bid.

**Oversight/Project Responsibility:** Community Development Department.

**Attachments:** None.



April 24, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Dan Coryell, Fleet Manager *DC*  
SUBJECT: Authorize the Purchase of Two (2) UTV's, in the Total Amount of \$43,900, for Use by the Parks Division of the Parks and Recreation Department.

Meeting Type & Date  
Regular Council Meeting  
May 7, 2019

Action type  
Minute Action

Recommendation  
That Council, by minute action, authorize the purchase of two (2) new UTV's, from Stotz Equipment, Casper, Wyoming, to be used in the Parks Division of the Parks and Recreation Department, in the total amount of \$43,900.00.

Summary  
On April 10, bids were publicly opened for two (2) new UTV's. Two (2) bids were received from two (2) Wyoming vendors. The UTV's will be utilized by Parks crews for plowing purposes, weed and ornamental spray applications, athletic field maintenance operations, towing grass sweepers on turfed areas, and removing trash/litter from large public events and or tournaments.

The trade for these UTV's is a 2008 Ford Ranger with plow that is used for snow removal on trails and smaller areas that are maintained by the Parks Division. The 2008 Ranger meets all criteria for replacement that includes repair and maintenance costs, age, and mileage.

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>
(2) New UTV's 2019 JD 835R	Stotz Equipment Casper, WY	\$48,900.00	\$5,000.00	\$43,900.00
(2) New UTV's 2019 CUV 82	WYO Machinery Casper, WY	\$51,620.00	\$0.00	\$51,620.00

The recommended purchase of the two (2) new UTV's from Stotz Equipment, Casper, WY complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY19 adopted budget and is funded by One Cent capital.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Randy Norvelle, Parks Manager in the Parks and Recreation Department, after the equipment is received.

Attachments

Bid Specification

April 24, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Dan Coryell, Fleet Manager *DC*  
SUBJECT: Authorize the Purchase of One (1) One-Ton Dually With Platform Bed and Crane, in the Total Amount of \$62,194.00, for Use by the Water Distribution Division of the Public Services Department.

Meeting Type & Date  
Regular Council Meeting  
May 7, 2019

Action type  
Minute Action

Recommendation  
That Council, by minute action, authorize the purchase of one (1) one-ton dually with platform bed and crane, from Greiner Ford, Casper, Wyoming, to be used in the Water Distribution Division of the Public Services Department, in the total amount of \$62,194.00.

Summary  
On April 10, bids were publicly opened for one (1) one-ton dually with platform bed and crane. Three (3) bids were received from two (2) Wyoming vendors. A one-ton chassis is required for this application due to the weight of the crane that is attached, as well as the large equipment (backhoe and skid steer) that is trailered and towed to water repair sites around the city.

The trade for this vehicle is a 2008 Ford F350 with a utility bed and crane that was used in the same capacity as the new vehicle. The 2008 Ford F350 meets all criteria for replacement that includes repair and maintenance costs, age, and mileage.

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 Dually 2020 Ford F350	Greiner Ford Casper, WY	\$67,194.00	\$5,000.00	\$62,194.00
(1) One-Ton Dually 2019 Ram 3500	Fremont Motors Casper, WY	\$70,067.00	\$4,500.00	\$65,567.00

(1) One-Ton Dually 2019 Ford F350	Fremont Motors Sheridan, WY	\$70,126.00	\$3,380.00	\$66,746.00
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The recommended purchase for the one (1) one-ton dually with platform bed and crane from Greiner Ford, 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 water fund.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Clint Connor, Water Distribution Manager in the Public Services Department, after the equipment is received.

Attachments

Bid Specification

April 24, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Dan Coryell, Fleet Manager *DC*  
SUBJECT: Authorize the Purchase of One (1) New Three-Quarter-Ton Crew Cab Pickup Truck With Eight-Foot Bed, in the Total Amount of \$32,393, for Use by the Parks Division of the Parks and Recreation Department.

Meeting Type & Date

Regular Council Meeting  
May 7, 2019

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new three-quarter-ton crew cab pickup truck with eight-foot bed, from Fremont Motors, Casper, Wyoming, to be used in the Parks Division of the Parks and Recreation Department, in the total amount of \$32,393.00.

Summary

On April 3, bids were publicly opened for one (1) three-quarter-ton pickup truck with eight-foot bed. Four (4) bids were received from two (2) Wyoming vendors. The pickup truck will be utilized by Parks mowing crews transporting large wide area and trim mowers on trailers to and from all greenspaces throughout Casper. Transporting four employees, their tools, equipment, fuel, and towing a large trailer exceeds the payload capacity for a half-ton vehicle, therefore requiring the need for a three-quarter-ton.

The trade for this vehicle is a 2005 three-quarter-ton crew cab that is also assigned to the mowing crew of the Parks Division. The 2005 three-quarter-ton truck meets all criteria for replacement that includes repair and maintenance costs, age, and mileage.

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) Three-quarter-ton Pickup 2019 Ram 2500	Fremont Motors Casper, WY	\$35,573.00	\$3,180.00	\$32,393.00
(1) Three-quarter-ton Pickup 2018 Ram 2500	Fremont Motors Casper, WY	\$36,076.00	\$3,180.00	\$32,896.00
(1) Three-quarter-ton Pickup 2019 Ford F250	Fremont Motors Sheridan, WY	\$34,550.00	\$2,000.00	\$32,550.00
(1) Three-quarter-ton Pickup 2019 Ford F250	Fremont Motors Sheridan, WY	\$36,684.00	\$2,000.00	\$34,684.00

The recommended purchase of the one (1) three-quarter-ton crew cab pickup 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 One Cent capital.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Randy Norvelle, Parks Manager in the Parks and Recreation Department, after the equipment is received.

Attachments

Bid Specification