

COUNCIL MEETING AGENDA

**Casper City Council
City Hall, Council Chambers
Tuesday, November 19, 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 NOVEMBER 5, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 14, 2019

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4. CONSIDERATION OF MINUTES OF THE NOVEMBER 5, 2019 EXECUTIVE SESSION – LAND ACQUISITION AND PERSONNEL

5. CONSIDERATION OF BILLS AND CLAIMS

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH DATE OF PUBLIC HEARINGS

A. Consent

1. Establish December 3, 2019, as the Public Hearing Date for Consideration of:
 - a. Approving the **City-Initiated Annexation** of Thirteen (13) Properties Along the **West Side of South Poplar, South of West 50th Street**; and the Zoning of Said Properties as AG (Urban Agriculture).
 - b. Approving a **Plan and Subdivision Agreement** for the **Fairgrounds Home Addition No. 2**.
 - c. Plat Creating the **Ihli Addition** to the City of Casper, and Zoning of said Addition as R-2 (One Unit Residential).
2. Establish January 7, 2020, as the Public Hearing Date for Consideration of:
 - a. **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of Thirteen (13) Properties Along the **West Side of South Poplar, South of West 50th Street**; and the Zoning of Said Properties as AG (Urban Agriculture), Complies with W.S. 15-1-402.
 1. Resolution.
 2. Third reading Ordinance Approving Annexation, and Zoning of Thirteen (13) Properties Along the West Side of South Poplar, South of West 50th Street.
3. Establish January 21, 2020 as the Public Hearing Date for Consideration of:
 - a. **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Ihli Addition** to the City of Casper complies with W.S. §15-1-402.
 1. Resolution.
 2. Third reading Ordinance Approving Annexation, and Zoning of the Ihli Addition.

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8. PUBLIC HEARINGS

A. Ordinance

1. **Plat** Creating the **Dewald Divide Addition**, a Subdivision Agreement, and a Zone Change of said Addition to C-2 (General Business), R-4 (High Density Residential) and ED (Educational District).
2. Amendment to Section 10.24.010 and Section 10.24.010 of the Casper Municipal Code pertaining to **Thirty and Forty Mile Per Hour Speed Zones**.

B. Minute Action

1. Transfer of Ownership for **Retail Liquor License No. 18** for 3OH7 Hospitalities, LLC d/b/a C85 @ **The Wonder Bar**, Located at 256 South Center Street to Casper Chop House, LLC, d/b/a **Wyoming's Rib and Chop House**, Located at 256 South Center Street.

9. THIRD READING ORDINANCES

A. **Zone Change** of 1.65-acres, Generally Located at the Northwest Corner of SW Wyoming Boulevard and South Coffman Avenue, Described as **Tract A, Garden Creek Square Addition**, From Planned Unit Development (PUD) to General Business (C-2).

1. Communications from Persons Present

B. **Amending the Horizontal Datum References** in the Casper Municipal Code from NAD83(86) Wyoming State Plan East Central Zone, US Survey Feet to NAD83(2011) Wyoming State Plane East Central Zone, US Survey Feet.

1. Communications from Persons Present

10. RESOLUTIONS

A. Consent

1. Authorizing a Grant Agreement with the State of **Wyoming State Loan and Investment Board**, in the Amount of \$99,257, for the **Midwest Avenue Reconstruction-Elm Street to Walnut Street Project**.
2. Authorizing Change Order No. 3 with JTL Group, Inc., DBA **Knife River, Inc.**, for an Increase of \$126,440.69, for the **2018 Arterials and Collectors Improvements Project**.
3. Authorizing Change Order No. 1 with **Carr Coatings, LLC**, for a Time Extension of 202 Days, for the **North Park Tank Exterior Painting Project**.

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10. RESOLUTIONS (continued)

A. Consent

4. Authorizing a Right-of-Way Easement with **Rocky Mountain Power** as part of the **Casper Ice Arena Ice Chiller System Replacement Project**.
5. Authorizing a Professional Services Agreement with **WWC Engineering**, in the Amount of \$105,000, for Design, Bidding, Construction Administration and Surveying for the **“K” Street Improvements Phase 2A Project**.
6. Authorizing a Cooperative Agreement with the **Wyoming Department of Transportation** for Construction Activities for the **Interstate 25 & Casper Marginal Water and Sanitary Sewer Main Replacement Project**.
7. Authorizing a Contract for Professional Services with **WLC Engineering, Surveying, and Planning, Inc.**, in the Amount of \$98,500 for the Design and Bidding on the **Ridgecrest Zone 2 & 3 Waterline Replacements Project**.
8. Authorizing Change Order No. 1 with **Treto Constuction, LLC**, for a Cost Increase of \$16,830, a Time Extension of 30 days, and a Winter Shutdown for the **North Beverly Street Improvements Project**.
9. Authorizing an Agreement with the **Wyoming Medical Center** for **Public Safety Dispatching and Enhanced 911 Service**.
10. Authorizing Amendment to the Employment Agreement with Cally E. Lund.
11. Authorizing a Memorandum of Understanding between the **Hogadon Night Skiing Project** and the City of Casper for the Acceptance of the Gift of Infrastructure to Allow for **Night Skiing at Hogadon Basin**.
12. Authorizing the **Release of Local Assessment District Liens** on the Properties Listed on the Exhibit Dated October 21, 2019.

11. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of One (1) New **Snow Groomer and Attachments**, from **Peterson Equipment**, Hyde Park, Utah, in the Total Amount of \$332,000, for Use by Hogadon Basin Ski Area in the Parks and Recreation Department.
2. Authorizing the Purchase and Installation of Twelve (12) New **Foam Filled Loader Tires**, from **Big Horn Tire Inc.**, Casper, Wyoming, in the Total Amount of \$70,378, for Use by the Solid Waste Division of the Public Services Department.

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11. MINUTE ACTION (continued)

A. Consent

- 3. Authorizing the Purchase of Three (3) New **Mid-Size Police Utility Vehicles** from **Fremont Motors**, Sheridan, Wyoming, in the Total Amount of \$237,450, for Use by the Casper Police Department.
- 4. Authorizing the Purchase of Two (2) 2019 Honda CRF 1000LK Africa **Twin Manual Shift Motorcycles** from **Casper Mountain Motorsports**, in the Total Amount of \$27,665.50, for Use by the Casper Police Department.
- 5. Authorizing the Purchase of One (1) 2019 **Dodge Ram 3500 Pickup with Plow**, from **Fremont Motors**, Casper, Wyoming, in the Total Amount of \$36,236.70, for Use by the Golf Section of the Parks and Recreation Department.

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

13. ADJOURN INTO EXECUTIVE SESSION – LAND ITEMS AND LITIGATION

14. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, December 3, 2019– Council Chambers

6:00 p.m. Tuesday, December 17, 2019 – Council Chambers

Work sessions

4:30 p.m. Tuesday, November 26, 2019 – Council Meeting Room

4:30 p.m. Tuesday, December 10, 2019– Council Meeting Room

ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
November 5, 2019

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 5, 2019. Present: Councilmembers Bates, Cathey, Hopkins, Huber, Johnson, Lutz, and Pacheco. Absent: Councilmember Freel. Mayor Powell in attendance telephonically.

Moved by Councilmember Cathey, seconded by Councilmember Huber, to, by minute action, excuse the absence of Councilmember Freel. Motion passed. Let the record reflect that Mayor Powell only voted on items 11.A (tree and shrub ordinance), 13.B (sale of former Plains Furniture property), and 16 (adjourning into Executive Session).

2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Johnson led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Pacheco, seconded by Councilmember Bates, to, by minute action, approve the minutes of the October 15, 2019, regular Council meeting, as published in the Casper-Star Tribune on October 22, 2019. Motion passed.

4. MINUTES

Moved by Councilmember Huber, seconded by Councilmember Cathey, to, by minute action, approve the minutes of the October 29, 2019, special Council meeting, as published in the Casper-Star Tribune on November 3, 2019. Motion passed.

5. EXECUTIVE SESSION MINUTES

Moved by Councilmember Pacheco, seconded by Councilmember Bates, to, by minute action, approve the minutes of the October 29, 2019, executive session. Motion passed.

6. DECLARATION OF RECOGNITION FOR BARBARA WATTERS

Mayor Pro Tem Johnson read a declaration of recognition honoring former Councilmember and Mayor, Barbara Watters who recently passed away.

7. BILLS & CLAIMS

Moved by Councilmember Hopkins, seconded by Councilmember Lutz, to, by minute action, approve payment of the November 5, 2019, bills and claims, as audited by City Manager Napier. Motion passed.

	Bills & Claims 11/05/19	
71Const	Projects	\$266,243.18
AMBI	Services	\$874.80
AAALndscpng	Services	\$1,557.01
ABaedke	Reimb	\$76.63
AceHrdwr	Goods	\$44.32
AirInnovations	Services	\$1,482.60

Airgas	Goods	\$3,861.72
AllianceElect	Services	\$243.61
AlliantIns	Services	\$367.00
Alsco	Services	\$575.08
Amerigas	Goods	\$437.12
AndreenHuntConst	Projects	\$27,432.98
ASveda	Reimb	\$549.00
AtlasOffice	Goods	\$170.20
AWhite	Reimb	\$216.66
B&Bsales	Services	\$1,943.08
B32Eng	Services	\$7,771.85
BadgerMeter	Goods	\$4,536.00
Bargreen	Goods	\$170.28
BnkofAmerica	Goods	\$235,339.35
BlkHillsEnergy	Utilities	\$5,176.24
Brenntag	Goods	\$10,675.04
CarolinaSftwr	Services	\$700.00
CsprAreaConvention	Services	\$2,500.00
CATC	Funding	\$172,248.19
CsprDwntwnDev	Funding	\$2,000.00
CsprStarTrib	Ads	\$5,625.82
CsprTinShop	Goods	\$415.00
CsprTire	Goods	\$665.00
CenturyLink	Utilities	\$6,394.04
CH2Mhill	Services	\$8,973.17
CityofCasper	Services	\$144,255.94
CivilEng	Services	\$22,290.00
CMiteco	Services	\$16,511.50
COGolfTurf	Goods	\$276.14
CommTech	Services	\$51.50
ComprssnLeasing	Goods	\$1,147.71
Comtronix	Goods	\$3,316.10
CPU	Goods	\$28,936.88
CRacki	Reimb	\$150.00
CrimeSceneInfo	Goods	\$109.87
CrownConst	Services	\$7,600.00
CSConsulting	Services	\$595.00
Dell	Services	\$3,288.46
DeltaDental	Services	\$31,068.73
DFS	Services	\$130.00
DGriswold	Reimb	\$95.00
DLTSol	Goods	\$6,134.10
DPCInd	Goods	\$14,021.75
DRuiz	Services	\$130.00
EBecher	Reimb	\$228.00

ElectronicRecycl	Services	\$19,597.55
EngnrngDsign	Services	\$312.50
EnvironmentalCivil	Services	\$1,619.53
ERud	Reimb	\$147.70
FalconEye	Services	\$4,784.70
FirstData	Services	\$330.12
FirstIntrstBk	Services	\$3,981.00
FirstVetSply	Goods	\$162.64
FremontMtr	Goods	\$129,852.36
Galls	Services	\$1,526.58
Gametime	Goods	\$280.25
GSchenfisch	Services	\$60.00
Geosyntec	Services	\$854.00
Grainger	Goods	\$227.52
HDREng	Services	\$8,873.97
Hein-Bond	Services	\$30,163.41
HingeStudio	Services	\$468.75
HitekComm	Services	\$928.00
Homax	Goods	\$114.90
HoseRubber	Goods	\$215.81
HubFlooring	Services	\$1,464.00
IndustrialScreen	Goods	\$1,427.50
JDonnelly	Refund	\$110.54
JHenderson	Reimb	\$973.34
JKCEngineering	Services	\$2,280.50
JSchall	Reimb	\$150.00
JWilhelm	Reimb	\$77.16
KellySvcs	Services	\$1,061.28
KnifeRvr	Goods	\$33,476.64
LimmerRoofing	Services	\$7,042.50
LincolnNtl	Services	\$267.33
LFleetwood	Reimb	\$150.00
LisasSpicSpan	Services	\$360.00
LLuckow	Reimb	\$150.00
LMyers	Reimb	\$63.47
LongBldg	Services	\$97,514.70
LWood	Reimb	\$129.99
M&MSvcs	Services	\$466.20
MButcher	Refund	\$1,350.00
MBratvold	Reimb	\$73.48
McMurry	Goods	\$2,671.75
MGraham	Reimb	\$157.48
MidlandImp	Goods	\$10,093.00
MotionFlowCtrl	Goods	\$114.49
Motorola	Goods	\$5,655.31

MtnStates	Services	\$593.99
MtnWest	Utilities	\$503.74
MunicipalCode	Goods	\$1,563.28
NCTreasurer	Taxes	\$2,213.30
NCSheriff	Funding	\$24,485.55
Norco	Services	\$73.62
NrthParkTrans	Services	\$955.51
OneCallWY	Services	\$876.75
PepsiCola	Goods	\$601.44
PostalPros	Services	\$10,074.67
PowerSvc	Services	\$330.00
PrinterPros	Services	\$130.00
Printworks	Services	\$1,101.66
Proforce	Goods	\$209.00
RDG	Services	\$20,115.64
ReebWelding	Services	\$654.50
ResponseSolutions	Goods	\$60,000.00
Ricoh	Services	\$59.62
RckyMtnPwr	Utilities	\$200,584.51
RootrSwr	Services	\$1,201.40
SafetyKleen	Services	\$1,545.20
SnrPatientAdvoc	Services	\$495.00
Simplot	Goods	\$189.50
SkylineRnchs	Services	\$206.86
StantecConsult	Services	\$3,328.28
StateofWyNotary	Notary	\$30.00
StatelineNo7	Services	\$550.00
SterlingInfo	Services	\$404.97
StotzEquip	Goods	\$45,450.00
TopOffice	Services	\$135.50
TransmissionDist	Services	\$500.00
TretoConst	Projects	\$8,000.00
Trihydro	Services	\$11,838.15
Tweed's	Goods	\$128.20
TylerTech	Services	\$21,960.41
Uniforms2Gear	Goods	\$5,520.15
VikingCrane	Services	\$240.00
VRCCo	Goods	\$220.50
WAhrndt	Reimb	\$183.88
WardwellWtr	Utilities	\$146.60
WearParts	Goods	\$140.68
WestInteractive	Services	\$4,500.00
WstPlains	Services	\$990.00
WstrnStatesFire	Services	\$900.00
WWCEng	Services	\$18,960.11

WHLLC	Services	\$2,080.00
WLCEng	Services	\$3,320.85
WARM	Services	\$461,661.24
WYMachinery	Goods	\$16,063.49
WYSteel	Goods	\$5,555.90
WyTermite	Services	\$150.00
Xerox	Services	\$221.08
Total		\$2,363,328.33

8. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Craig Sheets, regarding various safety issues; Vicki Burger, Wind City Books, requesting Council not install parking meters in the downtown; Toni Stanley, Steamboat Deli, also in opposition to parking meters and requesting parking enforcement; and RC Johnson, requesting Council not approve the Casper Historic Preservation Strategic Plan (CHPSP). Several Councilmembers addressed Ms. Johnson and asked procedural questions which City Attorney Henley and City Manager Napier addressed.

Also addressing Council were: Dale Stoops, asking for more information on the sale of the former Plains Furniture property (PFP); Dennis Steensland, 533 S. Washington, in opposition to the reconsideration of the sale of the PFP; and Connie Hall, Casper Historic Preservation Commission, in favor of the PFP sale and the CHPSP. Councilmembers Pacheco and Huber had questions, which Ms. Hall addressed.

Also addressing Council in favor of the PFP sale were: Tim Shank, 720 W. 51st; Justin Farley, 3511 Carmel; Bill Shelling; John Griffith, 915 S. Lincoln; and Brandon Daigle, co-owner of Flag Development (video presentation).

9. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Pacheco, seconded by Councilmember Cathey, to, by minute action: establish November 19, 2019, as the public hearing date for the consideration of an amendment to Section 10.24.010 and Section 10.24.010 of the Casper Municipal Code pertaining to thirty and forty mile per hour speed zones, and the transfer of ownership for Retail Liquor License No. 18 for 3OH7 Hospitalities, LLC d/b/a C85 @ The Wonder Bar, located at 256 South Center Street to Casper Chop House, LLC, d/b/a Wyoming's Rib and Chop House, located at 256 South Center Street. Motion passed.

10.A PUBLIC HEARING - MINUTE ACTION

Moved by Councilmember Cathey, seconded by Councilmember Lutz, to, by minute action, cancel the public hearing for the consideration of a plat creating the Dewald Divide Addition, a subdivision agreement, and a zone change of said addition to C-2, R-4, and ED, and reestablish November 19, 2019, as the public hearing date for consideration of same. Motion passed.

10.B PUBLIC HEARING - MINUTE ACTION

Moved by Councilmember Huber, seconded by Councilmember Bates, to, by minute action, cancel the public hearing for the consideration of the appeal of the Planning and Zoning Commission's decision to deny a zone change of a 2.8 acre portion of Tract 4, North Platte River Park Addition, from PH to C-4, and reestablish January 7, 2020, as the public hearing date for consideration of same. Motion passed.

10.C PUBLIC HEARING - MINUTE ACTION

Mayor Pro Tem Johnson opened the public hearing for the consideration of the issuance of Restaurant Liquor License No. 43, for Ludovico, located at 3095 Talon Drive Suite 100.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated October 21, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated October 30, 2019; an affidavit of website publication, as published on the City of Casper website, dated October 23, 2019; an affidavit of notice of conspicuous posting, as posted at 3095 Talon Drive Suite No. 100, dated October 22, 2019; and the liquor license application filed October 4, 2019. City Manager Napier provided a brief report.

Speaking in support was Nicole Boltz, applicant.

There being no others to speak for or against the issues involving Restaurant Liquor License No. 43, the public hearing was closed.

Moved by Councilmember Huber, seconded by Councilmember Bates, to, by minute action, authorize the issuance of Restaurant Liquor License No.43. Motion passed.

11.A ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 28-19

AN ORDINANCE AMENDING CHAPTER 12.32 OF THE
CASPER MUNICIPAL CODE

WHEREAS, the Casper Municipal Code provisions addressing trees and shrubs promotes the public's health and safety, the tree and landscaping companies' employees' health and safety as well as consumers' community's health and safety; and

WHEREAS, authority is granted to cities and towns by W.S. 15-1-103(a) (iv), (xiii) and (xli) to adopt ordinances and regulations for the health, welfare and safety of the city and to license and regulate business activities within the City for the health, safety and welfare of its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 12.32 of the Casper Municipal Code, and the Code Sections therein are hereby amended:

Chapter 12.32 - TREES AND SHRUBS

Sections:

12.32.010 - Purpose – Authority.

A. To promote public safety and the care of trees and shrubs, the primary focus of this Chapter is to govern the licensing and conduct of commercial arborists. This Chapter only

governs private property owners and their family members and businesses and their employees when specific reference is made in this Chapter. The City recognizes the substantial economic, environmental, aesthetic and public health benefits of healthy trees and shrubs within the community. It is the policy of the City to protect and enhance the community's trees and shrubs. The purpose of this Chapter is to promote and protect the public safety and general welfare by providing regulation, and to establish policies regarding the planting, maintaining and removal of trees through recommended and accepted horticultural and arboricultural practices, and to establish and enforce professional standards for commercial arborists, pertaining to operating a tree maintenance business and/or a landscaping business with a tree maintenance component.

B. Authority is granted to cities and towns by Wyo. Stat. Section 15-1-103(a) (iv), (xiii) and (xli) to adopt ordinances and regulations for the health, welfare and safety of the city and to license and regulate business activities within the City for the health, safety and welfare of its citizens.

C. The requirements of this Chapter will not be deemed to impose any liability for damages or duty of care and maintenance upon the City or any of its officers, agents or employees.

(Ord. 29-83 (part), 1983: prior code § 38-1)

12.32.020 - Definitions.

The following definitions shall apply in the interpretation and enforcement of this Chapter:

As used in this Chapter:

A. "Aerial Operation" shall mean any tree trimming or pruning operation which is being performed by a commercial arborist on tree branches 12 feet above the ground or greater, measured from the ground where it intersects with the tree trunk, to the branch where it intersects with the tree trunk, and all tree felling operations.

B. "City property" shall mean and include all real property owned by and leased to the City of Casper, not including dedicated right-of-way, dedicated parks and developed parks and public spaces.

C. "Commercial arborist" means any person, firm or corporation engaged in the business of cutting, trimming, pruning, spraying, injecting chemicals, or removing trees or shrubs for compensation. However, an employee or subcontractor of a duly franchised public utility who (which) is retained and engaged in overhead line work, and has (have) agreed to comply with ANSI Z133 Standards, are not included in the definition of Commercial Arborist, for purposes of this Chapter (12.32).

D. "Maintenance" shall mean any and all work performed on trees including, but not limited to, planting, watering, pruning, removing, stump grinding, treating for insects or diseases, protecting and enhancing soils, and preserving and protecting trees during construction.

E. "Noxious tree" means a tree that is designated a "designated noxious weed" by the Wyoming Weed and Pest Control Act, Wyoming Statute § 11-5-101, et seq.

F. "Private property" means all land and improvements, including fixtures and appurtenances, located within the property lines of a property.

G. "Property owners" shall mean any person or entity having a legal interest in real property and its fixtures and appurtenances.

H. "Responsible party" shall mean the property owner or an entity or person who, acting as an agent for or in any other legal capacity on behalf of the owner, has authority over property subject to this chapter or who is responsible for the maintenance or management of said property.

I. "Tree" or "trees" shall mean any perennial woody plant, usually, but not necessarily, single stem and long-lived with a height greater than overall spread.

(Ord. 11-97 § 1 (part), 1997; Ord. 29-83 (part), 1983; prior code § 38-2)

12.32.030 – Guidelines and Authority.

For the purpose of this chapter, the Parks Division of the Parks and Recreation Department is charged with the duties and responsibilities of implementing the annual City tree plan.

(Ord. 29-83 (part), 1983; prior code § 38-3) (Ord. No. 31-10, § 1, 12-21-2010)

12.32.040 - Powers and duties—City tree plan.

It shall be the responsibility of the Director of the Parks and Recreation Department, or **the Director's authorized agent, to develop, write and implement an annual, community tree and shrub work plan.**

(Ord. 29-83 (part), 1983; prior code § 38-4) (Ord. No. 31-10, § 2, 12-21-2010)

12.32.050 - Enforcement—City Manager authority.

The City Manager or the Manager's duly authorized agent shall have full power, authority, jurisdiction and control of planting, locating and replacing all trees on public streets and other areas of public property, and shall likewise have supervision, direction and control of the care, trimming and removal thereof, as well as the enforcement duties with respect to the obligations imposed by this chapter.

(Ord. 29-83 (part), 1983; prior code § 38-5)

12.32.060 - Care of public trees—City authority.

The City shall have the right to plant, trim, spray, preserve and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure safety when servicing City utilities, or to preserve the symmetry and beauty of such public grounds. The City may remove, or cause to be removed, any tree or part thereof which is in an unsafe condition, or which, by reason of its nature, is injurious to sewers, electric power lines, gas lines, water lines or other public improvements, or is affected with any injurious fungus, insect or other pest.

(Ord. 29-83 (part), 1983; prior code § 38-8)

12.32.070 - Planting—Location and spacing.

A. Trees shall not be planted by any party closer than two (2) feet to any curb or sidewalk.

B. No tree or shrub shall be planted closer than ten feet to any fireplug or utility pole.

C. Trees and shrubs planted near intersections shall be no closer to that intersection than as provided in Sections 12.24.040 and 12.24.050 of this code.

D. No trees shall be planted under or within ten lateral feet of any overhead utility wire or within five lateral feet of any underground water line, sewer line, transmission line, or other utility.

E. No trees of the genus populus shall be planted within fifty feet of any underground water line or sewer line.

F. Variances to location and spacing and species restrictions may be granted under special circumstances, such as public beautification projects, wherein special consideration can be made to accommodate the desired beautification and appearance. Such variances shall be granted by the city manager or his/her designee upon review of

submitted plans and specifications. Existing trees and shrubs are specifically "grandfathered."

(Ord. 7-99 § 1, 1999; Ord. 29-83 (part), 1983: prior code § 38-7)

12.32.075 - Commercial arborist—License and insurance requirements—Suspension and revocation—Appeal procedures.

A. All commercial arborists shall be licensed and insured. Any appropriate fees that may be assessed for licensing shall be established by resolution.

B. Before a commercial arborist license will be granted, the applicant shall:

1. Successfully complete yearly, with a satisfactory score, a competency test administered by the Wyoming Extension Office. Within three years of obtaining a commercial arborist license from the City, each commercial arborist shall secure certification from the International Society of Arboriculture as an ISA Certified Arborist. Proof of such **certification shall be filed with the City Clerk's Office. Securing certification from the** International Society of Arboriculture as an ISA Certified Arborist, replaces the requirement for a yearly competency test administered by the Wyoming Extension Office.

2. Prior to an arborist license being issued, applicants must file with the office of the City Clerk proof of commercial general liability insurance coverage for the business of the employer of the arborist or the business of the arborist, from a carrier authorized to do business within the State of Wyoming in the following amounts: Commercial general liability insurance coverage must be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence with a minimum general aggregate amount of Two Million Dollars (\$2,000,000.00). The coverage document must list the City of Casper, office of the City Clerk, as a certificate holder and contain a statement indicating that any notice of cancellation issued to the applicant must also be provided in writing to the **City Clerk within thirty (30) days of effectiveness and Workers' Compensation coverage as** mandated by the Statutes of the State of Wyoming.

C. Failure of a commercial arborist to comply with the conditions set forth in this section **shall result in the City Clerk's revocation of such license. In the event of such revocation,** except and unless such license has been caused to be revoked by termination of insurance, the City Council shall have the authority to overrule or otherwise modify the revocation **of the City Clerk with regard to license revocation. If an appeal of the City Clerk's decision** is desired, the appeal shall be filed with the Clerk with a copy to the City Attorney within **ten (10) calendar days from the date of the City Clerk's revocation of the arborist license.** A hearing by the City Council on an appeal shall be held within fifteen (15) days from the date the appeal is filed with the City Clerk.

(Ord. 11-97 § 1 (part), 1997)

12.32.080 - Permit—Required when—Application.

A. Except as provided in § 12.32.110, abutting property owners, it is unlawful for any person, firm, partnership or corporation to prune, trim, plant, remove or replace any tree or shrub on public property, or within the public right-of-way, without first having obtained a permit for such activity from the City Director of the City Parks and Recreation **or the Director's designee.**

B. Such permits shall be requested by written application, which shall specifically describe the work to be done and the location thereof. Any permit issued pursuant to an application previously submitted shall expire within sixty (60) days from the date of its issuance, or within such shorter time as may be set forth within the permit. No charge shall be made for any permit, or for the processing of any application requesting a permit pursuant to

the terms of this Chapter. Any work done without a permit required by this Section may result in a criminal misdemeanor charge and may be punishable by a fine of up to \$750.00.

C. Such permit may direct the specific manner in which the trimming and cutting is to be done. It shall be the responsibility of the Director or designee to establish reasonable standards for these permits.

D. In the event a permit is denied, the basis for denial shall be given to the applicant, who shall have the right to appeal the denial to the City Council. A written notice of appeal must be filed with the City Clerk with a copy to the City Attorney within five (5) days of the denial. Upon the receipt of a notice of appeal, the City Council shall hear and decide the appeal at the next regular scheduled meeting occurring no less than three (3) days from when the notice of appeal is filed with the Clerk.

E. No trees or shrubs shall be planted in or removed from any public street, public parking strip or other public property within the City without the prior acquisition of a written permit therefor from the Director of the Parks and Recreation Department. A violation of this subparagraph may result in a criminal misdemeanor charge and may be punishable by a fine of up to \$750.00.

(Ord. 2-85 § 1 (part), 1985; Ord. 29-83 (part), 1983; prior code § 38-10 (A) (part), (1))
(Ord. No. 31-10, § 3, 12-21-2010)

12.32.090 – Licensed Arborist responsibility

A. Arborist will be responsible for work activities performed by them or supervised by them in conformance with all applicable city code provisions, and applicable Wyoming law.

B. The following provisions apply to commercial arborist operations:

1. An ISA Certified Arborist must be on location at the job site at all times during an aerial operation.

2. Safety measures and equipment must be utilized at all times to protect workers and the public;

3. Adherence to notices or orders issued from the Director of the Parks and Recreation **Department or the Director’s designee pertaining to work activities and operations; and** the

4. Maintenance of current physical and mailing and emailing address information, as well as text information at the Office of the City Clerk for use in providing any written or personal notification necessary from the Director.

5. A violation of Paragraphs 1-3 of this Section shall be punishable by a criminal misdemeanor fine of up to \$750.00.

12.32.100 - Permit—Traffic control measures.

It shall be a condition of the permit required in Section 12.32.080 of this Chapter that the permittee take appropriate measures to assure that, during the performance of the work, traffic conditions shall be maintained as nearly normal as practicable, at all times. **The permittee shall route and control traffic, including the permittee’s own vehicles, as** required by the City Manual of Specifications and Procedures for the use of traffic-control devices in construction and maintenance areas, and other applicable City Ordinances.

(Ord. 2-85 § 1 (part), 1985; Ord. 29-83 (part), 1983; prior code § 38-10 (C))

12.32.110 - Permit—Not required for work by property owner.

A property owner or a member of the property owner’s immediate family or a licensed Commercial Arborist in the property owner’s employ who trims or prunes any tree or

shrub within the boulevard area of the public street which abuts the property owner's property shall not be required to obtain a permit as set forth in Section 12.32.080 of this Chapter.

(Ord. 2-85 § 1 (part), 1985; Ord. 29-83 (part), 1983: prior code § 38-10 (B))

12.32.120 - Protection of trees during excavations.

In making excavations in street or other City property, care shall be taken to avoid injury to the roots of any tree or shrub, wherever possible.

(Ord. 29-83 (part), 1983: prior code § 38-14)

12.32.130 - Attaching signs or notices prohibited.

It is unlawful to attach any sign, advertisement or notice to any tree or shrub on City property or parkway.

(Ord. 29-83 (part), 1983: prior code § 38-12)

12.32.140 - Attaching wires or ropes prohibited.

A. It is unlawful to attach any wire or rope to any tree or shrub in any public street, parkway or other City property without the permission of the City Manager or the City **Manager's duly authorized representative.**

B. Any person or company which maintains poles and wires in the streets, alleys or other City property shall, in the absence of provision in the franchise concerning the subject, keep such wires and poles free from and away from any trees and shrubs in such places as far as may be possible, and keep all such trees and shrubs near wires and poles properly **trimmed, subject to the supervision of the City Manager or the City Manager's duly** authorized representative, so that no injury shall be done either to the poles or wires or to the shrubs and trees by their contact.

(Ord. 29-83 (part), 1983: prior code § 38-13)

12.32.150 - Injuring trees or shrubs prohibited.

It is unlawful to purposely injure any tree or shrub planted or growing on City property or parkway.

(Ord. 29-83 (part), 1983: prior code § 38-11)

12.32.160 - Prohibited species of trees and shrubs.

It is unlawful to plant or cause to be planted on public places, any of the following:

A. Any cotton-bearing cottonwood trees; except within forty (40) feet of the North Platte River bank.

B. Any female box elder tree (*acer negundo*);

C. Any willows with a maximum height of ten (10) or more feet (*genus salix*), except within forty (40) feet of the North Platte River bank.

D. Any State of Wyoming designated weeds (Wyoming Statute 11-5-102) which include Russian olives and tamarisk.

(Ord. 7-99 § 2, 1999; Ord. 29-83 (part), 1983: prior code § 38-6)

12.32.170 - Dangerous trees deemed nuisance when—Remedies.

A. Any tree growing over a public alley, street or highway, or so located as to extend its branches over a public alley, street or highway, shall be trimmed by the owner of the property on which the tree stands, or an authorized agent or employee of tree owner, so that there shall be a clear height of fifteen (15) feet above the surface of the street, alley or highway, and eight (8) feet above the surface of sidewalks unobstructed by the branches, or so that the tree does not obstruct the light from any streetlight or the view of any intersection. Additionally, such owner or agent shall remove all dead branches and stubs

on any tree or trees which have become likely to fall on or across the public highways, streets or alleys of the City.

B. For purposes of maintaining visibility for traffic at intersections, existing hedges, shrubs or other plant material within ten (10) feet from the face of the curb on a corner lot shall be trimmed and maintained so as not to stand more than thirty-six (36) inches above the level of the sidewalk. On corners where existing embankments, retaining walls or other objects are placed, no plant material shall be planted unless a permit has previously been obtained from the City Manager.

C. If vegetation, on private property, in any way other than as stipulated in this section causes a hindrance to the general public, or in any way endangers the security and usefulness of any public street, highway, alley, sewer or sidewalk, as determined, following an inspection, the same is declared to be a public nuisance. **The City Manager or the City Manager's authorized agent shall issue the property owner or the owner's agent** a written notice requiring the owner or agent to correct or remove the nuisance within fifteen (15) days. If the owner or agent does not correct the nuisance within the time **specified, the City Manager or the City Manager's authorized agent shall cause the same** to be corrected or removed. In the event the city corrects or removes the tree, then all costs thereof, including, but not limited to: cost of any contractors and administration; costs and fees as established by the City Council; all collection fees, expenses, costs and reasonable attorney's fees incurred by the City, shall be due and owing from the property owner to the City. Such costs, expenses and fees may be collected in any manner prescribed by law.

(Ord. 27-05 § 3, 2005; Ord. 18-99 § 1, 1999; Ord. 29-83 (part), 1983: prior code § 38-9)
12.32.180 - Interfering with city activities—Public hearings.

No person shall prevent, delay or interfere with the director of the public services department, or any of his duly authorized agents or assistants in the execution or enforcement of this chapter; provided, however, nothing contained in this chapter shall be construed as an attempt to prohibit a public hearing, or to prohibit any legal or equitable remedy in any court of competent jurisdiction for the protection of property rights by the owner of property within the city.

(Ord. 29-83 (part), 1983: prior code § 38-15) (Ord. No. 31-10, § 3, 12-21-2010)

12.32.190 - Violation—Penalty.

Any person violating any provision of this Chapter shall be guilty of a misdemeanor, the penalty for which shall be that set forth in Chapter 1.28 of this code.

(Ord. 29-83 (part), 1983: prior code § 38-16)

This Ordinance shall be effective twenty-one days, 2019.

PASSED on 1st reading the 17th day of September, 2019

PASSED on 2nd reading the 1st day of October, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the 5th day of November, 2019.

Councilmember Huber presented the foregoing ordinance for approval, on third reading as amended and included in the packet. Seconded by Councilmember Lutz.

Adam Welch, 307 Tree Service spoke in favor of the ordinance.

Moved by Councilmember Huber, seconded by Councilmember Lutz, to amend the section 12.32.110 of the ordinance to simplify the permit process for boulevard tree work.

Motion to amend passed. A vote on the ordinance, as amended, resulted in Councilmembers Bates and Cathey, and Mayor Pro Tem Johnson voting nay. Motion passed. Councilmember Cathey made a point of order that five votes are required to pass an ordinance. Mayor Pro Tem Johnson asked for guidance. City Attorney Henley and City Manager Napier clarified the matter. Mayor Powell then voted aye. Motion passed.

11.B ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 24-19 AMENDED
AN ORDINANCE AMENDING ARTICLE I — PARADES —
SECTIONS 10.72.010-10.72.140

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

That Article I — Parades — Sections 10.72.010-10.72.140 of the Casper Municipal Code is hereby amended to read as follows:

Article I. — Parades

10. 72.010 — Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

A. "Chief of police" means the chief of police of the city or the chief's designee.

B. "Parade" means any parade, march, ceremony, show, exhibition, pageant or procession of any kind, or any similar display, in or upon any street, park or other public place in the city.

C. "Parade permit" means a permit as required by this article.

D. "Business days" are Mondays through Fridays which are not official Holidays recognized by the State of Wyoming for purposes of closing State offices.

(Prior code § 24-124)

10.72.020 — Permit — Required when.

A. No person shall engage in, participate in, aid, form or start any parade, unless a parade permit shall have been obtained from the chief of police, except:

1. "An unpermitted pedestrian parade" is allowed upon notice to the Casper Police Department in Conwell Park or City Park, between the hours of 7:00 a.m. to 7:00 p.m., if no other organized event is present or has previously scheduled the park for the same date and time;

2. A pedestrian march or gathering to exercise the constitutional rights of free speech or religion is allowed on the sidewalks adjacent to government office buildings or schools between the hours of 7:00 a.m. to 7:00 p.m., so long as other pedestrian traffic and ingress to and egress from the government buildings or schools are not impeded;

3. Funeral processions;

4. Students going to and from school classes or participating in educational activities; provided, that such conduct is under the immediate direction and supervision of the proper school authorities.

5. A governmental agency acting within the scope of its functions.

(Prior code § 24-126)

10.72.030 — Permit — Application — Filing period.

A. A person seeking issuance of a parade permit shall file an application pursuant to the Special Events Planning Guide and Police of the City of Casper.

B. An application for a parade permit shall be filed pursuant to Casper's Special Events Planning Guide and Policy.

C. The application for a parade permit shall set forth the following information:

1. The name, address and telephone number of the person seeking to conduct such parade;

2. If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization;

3. The name, address and telephone number of the person who will be the parade chairman and who will be responsible for its conduct;

4. The date when the parade is to be conducted;

5. The route to be traveled, the starting point and the termination point;

6. The approximate number of persons who, and animals and vehicles which, will constitute such parade, the type of animals and description of the vehicles;

7. The hours when such parade will start and terminate;

8. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;

9. The location by streets of any assembly areas for such parade;

10. The time at which units of the parade will begin to assemble at any such assembly area or areas;

11. The interval of space to be maintained between units of such parade;

12. If the parade is designed to be held by, and on behalf of or for, any person other than the applicant, the applicant for such permit shall file with the chief of police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf;

13. Any additional information which the chief of police shall find reasonably necessary to a fair determination as to whether a permit should issue.

D. The chief of police, where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than the minimum number of days before the date such parade is proposed to be conducted, pursuant to the City of Casper's Special Events Planning Guide and Policy.

E. There shall be no fee for the issuance of parade permit, but the fees and charges to help pay for staff time and overtime and the requirements for insurance, as set forth in Casper's Special Event Planning Guide and Policy shall be collected and obtained as required therein.

(Prior code § 24-127)

10.72.040 — Permit — Contents.

Each parade permit shall state the following information:

A. Starting time;

B. Minimum speed;

C. Maximum speed;

D. Maximum interval of space to be maintained between the units of the parade;

E. The portions of the streets to be traversed that may be occupied by the parade;

F. The maximum length of the parade in miles or fractions thereof;
G. Such other information as the chief of police shall find necessary to the enforcement of this article.

(Prior code § 24-133)

10.72.050 — Permit — Conditions for issuance.

I. The chief of police shall issue a permit as provided for under this article when, from a consideration of the application and from such other information as may otherwise be obtained, if the Chief finds that:

A. The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route; and

B. The conduct of the parade will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city; and

C. The conduct of such parade will not require the diversion of so great a number of ambulances to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto; and

D. The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas; and

E. The conduct of such parade will not interfere with the movement of fire-fighting equipment in route to a fire; and

F. The conduct of the parade is not reasonably likely to cause a clear and present danger of injury to persons and property; and

G. The parade is scheduled to move from its point or origin to its point of termination expeditiously and without unreasonable delays in route; and

H. The parade is not to be held for the sole purpose of advertising any product, goods or event, and is not designed to be held purely for private profit.

II. The chief of police shall decline to issue a permit as provided for under this article when, from a consideration of the application and from such other information as may otherwise be obtained, if the Chief finds:

A. The application for permit (including any required attachments and submissions) is not fully completed, executed, and any fees or insurance are not paid or obtained; or

B. The application for permit contains a material falsehood or misrepresentation; or

C. The applicant is legally incompetent to contract or to sue and be sued; or

D. The applicant or the person on whose behalf the application for permit was made has on prior occasions damaged City's or private property and has not paid in full for such damage, or has other outstanding and unpaid debts to the City; or

E. The use or activity intended by the applicant would conflict with previously planned programs organized or authorized by the City and previously scheduled for the same time and place; or

F. The use or activity intended by the applicant would present an unreasonable danger to the health or safety of the applicant, or other users of the City property, City employees or of the public.

(Prior code § 24-128)

10.72.060 — Permit — Notice to city and other officials.

Immediately upon the issuance of a parade permit, the chief of police shall send a copy thereof to the following:

- A. City manager;
- B. Fire chief;
- C. Director of the department or public works;
- D. City clerk.

(Prior code § 24-132)

10.72.070 — Permit

The chief of police shall act upon the application for a parade permit pursuant to the time requirement established in the Special Events Planning Guide and Policy.

(Prior code § 24-129)

10.72.080 — Permit — Appeal procedure.

Any person aggrieved shall have the right to appeal the denial of a parade permit to the city council. The appeal shall be taken within three business days after the e-mailed notice of disapproval. The appeal must state the grounds therefore and the relief requested and must be e-mailed to the Chief of Police, the City Manager, the City Attorney and hand-delivered to the City Clerk. The city council shall act upon the appeal at the next scheduled regular work session meeting occurring no less than three business days after the City Clerk's receipt of the appeal.

(Prior code § 24-130)

10.72.090 — Alternative permit procedure.

The chief of police, in denying an application or a parade permit, shall be empowered to authorize the conduct of the parade on a date, at a time or over a route different from what named by the applicant. An applicant desiring to accept an alternate permit shall, within two days after notice of the action of the chief of police, file a written notice of acceptance with the chief of police. An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit under this article.

(Prior code § 24-131)

10.72.100 — Permit — Compliance with regulations — Possession during parade.

A. A permittee under this article shall comply with all permit directions and conditions and with all applicable laws, the current Special Event Planning Guide and Policy conditions, and ordinances.

B. The parade chairman or other person heading or leading such activity shall carry the parade permit upon his person during the conduct of the parade.

(Prior code § 24-134)

10.72.110 — Permit — Revocation conditions.

The chief of police shall have the authority to revoke a parade permit issued under this article upon violation of the standards for issuance as set forth in this article or for violation of the conditions as set forth pursuant to the Special Event Planning Guide or Policy.

(Prior code § 24-135)

10.72.120 — Parking restrictions on parade route — Signs.

The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. The chief of police shall post signs to such effect, and it shall be unlawful for a person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this article.

(Prior code § 24-125(c))

10.72.130 — Driving through parades prohibited.

No driver of a motorized or pedaled vehicle, shall drive between the vehicles or animals or persons in a parade when such vehicles, animals or persons are in motion and are within a conspicuously designated parade.

(Prior code § 24-125(b))

10.72.140 — Obstruction and interference prohibited.

No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or a parade assembly or with any person, vehicle or animal participating or used in a parade.

(Prior code § 24-125(a))

PASSED on 1st reading the 1st day of October, 2019

PASSED on 2nd reading the 15th day of October, 2019

PASSED, APPROVED, AND ADOPTED on third and final reading the 5th day of November, 2019.

Councilmember Hopkins presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Bates.

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

12.A ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 30-19

AN ORDINANCE APPROVING A ZONE CHANGE OF 1.65 ACRES DESCRIBED AS TRACT A, GARDEN CREEK SQUARE ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

Councilmember Bates presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Pacheco.

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

12.B ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 31-19

AN ORDINANCE AMENDING SECTION 16.16.020 AND 16.24.010 OF THE CASPER MUNICIPAL CODE TO COINCIDE WITH UPDATES TO THE HORIZONTAL REFERENCE DATUM USED BY THE CITY OF CASPER.

Councilmember Cathey presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Hopkins.

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

13.A RESOLUTION

Following resolution read:

RESOLUTION NO. 19-216
A RESOLUTION AMENDING SECTION 4.5 OF
RESOLUTION 17-155, RULES OF THE CITY COUNCIL FOR
THE CITY OF CASPER, WYOMING

Councilmember Huber presented the foregoing resolution for adoption. Seconded by Councilmember Hopkins. City Manager Napier provided a brief report. Motion passed.

13.B RESOLUTION

Moved by Councilmember Lutz, to reconsider Resolution No. 19-211. Seconded by Councilmember Pacheco. Council began discussion and Councilmember Pacheco redirected the discussion to the motion to reconsider, rather than the resolution. All voted aye, including Mayor Powell. Motion to reconsider passed.

Mayor Pro Tem Johnson read the following:

RESOLUTION NO. 19-211
A RESOLUTION TO AUTHORIZE THE SALE OF THE
FORMER PLAINS FURNITURE PROPERTIES, MORE
PARTICULARLY DESCRIBED AS LOTS 16, 17, 18, 19, 23, 24,
25, 26, 27, 28, 29, 30, 31, 32 AND 33 OF BLOCK 1 OF THE
CITY OF CASPER ADDITION, CASPER, NATRONA
COUNTY, WYOMING.

Moved by Councilmember Hopkins, seconded by Councilmember Lutz, to pass the resolution just read. Council discussed the matter. Council voted, including Mayor Powell. Councilmember Bates voted nay. Motion passed.

13.C CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-217
A RESOLUTION AUTHORIZING THE ACCEPTANCE OF
THE BUREAU OF JUSTICE ASSISTANCE GRANT.

RESOLUTION NO. 19-218
A RESOLUTION AUTHORIZING AN AGREEMENT WITH
GEM CITY ROOFING, INC., FOR THE CASPER EVENTS
CENTER ROOF SNOW GUARDS, PROJECT NO. 17-074.

RESOLUTION NO. 19-219
A RESOLUTION AUTHORIZING AN AGREEMENT WITH
NATARE CORPORATION, FOR THE PARADISE VALLEY
POOL AND MARION KREINER POOL LINING, PROJECT
NO. 18-089.

RESOLUTION NO. 19-220

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. FOR ONGOING STUDIES, TASKS, AND ACTIVITIES REGARDING WATER RIGHTS AND WATER SUPPLY ACTIVITIES.

RESOLUTION NO. 19-221

A RESOLUTION ACCEPTING A RIGHT-OF-WAY EASEMENT FROM THE BOARD OF NATRONA COUNTY COMMISSIONERS FOR THE MIDWEST AVENUE RECONSTRUCTION FROM ELM STREET TO WALNUT STREET PROJECT.

Councilmember Cathey presented the foregoing five (5) resolutions for adoption. Seconded by Councilmember Bates. Councilmember Pacheco was not present for the vote. Motion passed.

14. MINUTE ACTION— CONSENT

Moved by Councilmember Hopkins, seconded by Councilmember Lutz, to, by consent minute action:

- 1) authorize the purchase of one (1) new 2020 Mack transport tractor truck from CMI-TECO, in the total amount of \$108,181.07;
- 2) authorize the purchase of two (2) new Mack tandem axle plow trucks with salt sand spreaders, from CMI-TECO, in the total amount of \$423,828; and
- 3) authorize the purchase of one (1) new four wheel steering street sweeper, from Hardline Equipment Company, in the Total Amount of \$269,332.
- 4) adopt the Casper Historic Preservation Strategic Plan.

Councilmembers Bates and Cathey voted nay on the Casper Historic Preservation Strategic Plan (CHPSP). Councilmember Huber asked for direction. City Manager Napier offered that the item could be removed from consent and then tabled to allow further consideration. Councilmember Huber offered to remove the item from consent and to table it at the appropriate time. City Attorney Henley indicated that current action on this would be out of order, but that the motion on the floor could be changed. Councilmember Hopkins offered to withdraw the motion and Councilmember Lutz spoke on the issue. The original motion was withdrawn.

Moved by Councilmember Huber, seconded by Councilmember Bates, to, pass minute action items one through three. Motion passed. Moved by Councilmember Huber, seconded by Councilmember Cathey, to table the CHPSP minute action item until the January 21, 2020 Council meeting. Councilmember Lutz and Mayor Pro Tem Johnson voted nay. Motion to table passed.

15. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers shared their opinions on various matters.

16. ADJOURN INTO EXECUTIVE SESSION

Mayor Pro Tem Johnson noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, November 12, 2019, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, November 19, 2019, in the Council Chambers.

At 8:10 p.m., it was moved Councilmember Bates, seconded by Councilmember Lutz, to adjourn into executive session to discuss land acquisition and personnel. All voted aye, including Mayor Powell. Motion passed. Council moved into the Council meeting room.

At 9:15 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Pacheco, to adjourn the executive session. Motion passed. Council reopened the Meeting Room for the public's viewing.

Mayor Powell then brought up the issue of the Moneta Divide and asked Council how to proceed. Council discussed and indicated the item could be brought forward.

17. ADJOURNMENT

At 9:21 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Lutz, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Shawn Johnson
Mayor Pro Tem

City of Casper - Bills and Claims for November 19, 2019

2 DOORS DOWN

2 DOORS DOWN	Police Administration	EATING PLACES, RESTAURANTS	\$14.81
<i>2 DOORS DOWN - Total For Police Administration</i>			<i>\$14.81</i>
2 DOORS DOWN - ALL DEPARTMENTS			\$14.81

307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Claim No. 2437CA Unit 101203 Repairs	\$2,488.40
307 COLLISION	Fleet Maintenance Fund	101200 Repairs	\$1,582.60
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$4,071.00</i>
307 COLLISION - ALL DEPARTMENTS			\$4,071.00

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Capital Projects Fund	Retainage Release K Street Completion 15-51	\$29,563.00
<i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i>			<i>\$29,563.00</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$29,563.00

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Attorney	Postage	\$17.85
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$17.85</i>
A.M.B.I. & SHIPPING,	Code Enforcement	Postage	\$710.18
<i>A.M.B.I. & SHIPPING, - Total For Code Enforcement</i>			<i>\$710.18</i>
A.M.B.I. & SHIPPING,	Engineering	Postage	\$8.85
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			<i>\$8.85</i>
A.M.B.I. & SHIPPING,	Ft. Caspar	Postage	\$8.74
<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar</i>			<i>\$8.74</i>
A.M.B.I. & SHIPPING,	Health Insurance Fund	Postage	\$124.62
<i>A.M.B.I. & SHIPPING, - Total For Health Insurance Fund</i>			<i>\$124.62</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage	\$52.90
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			<i>\$52.90</i>
A.M.B.I. & SHIPPING,	Planning - Admin	Postage	\$205.00
<i>A.M.B.I. & SHIPPING, - Total For Planning - Admin</i>			<i>\$205.00</i>

A.M.B.I. & SHIPPING,	Risk Management	Postage	\$0.60
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$0.60</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$1,128.74

AAA LANDSCAPING

AAA LANDSCAPING	Code Enforcement	Mowing, Hauling Debris	\$774.51
<i>AAA LANDSCAPING - Total For Code Enforcement</i>			<i>\$774.51</i>
AAA LANDSCAPING - ALL DEPARTMENTS			\$774.51

ADOBE CREATIVE CLOUD

ADOBE CREATIVE CLOUD	City Manager	Adobe Creative Suite Subscription	\$39.99
<i>ADOBE CREATIVE CLOUD - Total For City Manager</i>			<i>\$39.99</i>
ADOBE CREATIVE CLOUD	Refuse - Recycling	COMPUTER SOFTWARE STORES	\$39.99
<i>ADOBE CREATIVE CLOUD - Total For Refuse - Recycling</i>			<i>\$39.99</i>
ADOBE CREATIVE CLOUD - ALL DEPARTMENTS			\$79.98

ADVANCED TRAFFIC PRO

ADVANCED TRAFFIC PRO	Traffic Control	repair of wavetronix detection sensor	\$958.33
<i>ADVANCED TRAFFIC PRO - Total For Traffic Control</i>			<i>\$958.33</i>
ADVANCED TRAFFIC PRO - ALL DEPARTMENTS			\$958.33

AIRGAS CENTRAL

AIRGAS CENTRAL	Buildings & Structures Fund	Mounting Hardware for basketball hoop at Aqu	\$26.80
<i>AIRGAS CENTRAL - Total For Buildings & Structures Fund</i>			<i>\$26.80</i>
AIRGAS CENTRAL - ALL DEPARTMENTS			\$26.80

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Dispatch	Grinding Wheel	\$129.20
AIRGAS USA LLC	Balefill - Dispatch	Safety Gloves	\$586.73
<i>AIRGAS USA LLC - Total For Balefill - Dispatch</i>			<i>\$715.93</i>
AIRGAS USA LLC	Balefill - Diver	Gloves	\$135.58
<i>AIRGAS USA LLC - Total For Balefill - Diver</i>			<i>\$135.58</i>

AIRGAS USA LLC - ALL DEPARTMENTS **\$851.51**

ALBERTSONS #0060

ALBERTSONS #0060	Human Resources	Pretty Water	\$4.99
ALBERTSONS #0060	Human Resources	Pretty Water	\$6.37

ALBERTSONS #0060 - Total For Human Resources **\$11.36**

ALBERTSONS #0060 - ALL DEPARTMENTS **\$11.36**

ALBERTSONS #0062

ALBERTSONS #0062	Streets	Snow Meeting Donuts	\$20.97
ALBERTSONS #0062	Streets	Snow Meeting Donuts	\$9.48

ALBERTSONS #0062 - Total For Streets **\$30.45**

ALBERTSONS #0062 - ALL DEPARTMENTS **\$30.45**

ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL	Balefill - Dispatch	Gate Maintenance	\$257.86
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ALLIANCE ELECTRIC LL - Total For Balefill - Dispatch **\$257.86**

ALLIANCE ELECTRIC LL - ALL DEPARTMENTS **\$257.86**

ALLURETECH

ALLURETECH	Miller St. Dorm	Miller House Internet	\$42.00
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ALLURETECH - Total For Miller St. Dorm **\$42.00**

ALLURETECH - ALL DEPARTMENTS **\$42.00**

ALSCO

ALSCO	Balefill - Proc	Uniforms	\$76.16
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ALSCO	Balefill - Proc	Baler/Refuse Uniforms	\$81.26
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ALSCO	Balefill - Proc	Baler Uniform	(\$12.00)
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ALSCO	Balefill - Proc		(\$12.00)
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ALSCO	Balefill - Proc	Baler Uniforms	(\$12.00)
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ALSCO	Balefill - Proc	Uniforms Baler	(\$12.00)
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ALSCO - Total For Balefill - Proc **\$109.42**

ALSCO	Refuse - Residential	Uniforms	\$61.20
ALSCO	Refuse - Residential	Baler/Refuse Uniforms	\$56.10
ALSCO	Refuse - Residential	Refuse Uniform	\$54.00
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$171.30</i>
ALSCO	Streets	Uniforms for October 2019	\$562.00
<i>ALSCO - Total For Streets</i>			<i>\$562.00</i>
ALSCO - ALL DEPARTMENTS			\$842.72

ALSCO INC.

ALSCO INC.	Sewer Fund - Collection	Laundry service	\$273.20
<i>ALSCO INC. - Total For Sewer Fund - Collection</i>			<i>\$273.20</i>
ALSCO INC. - ALL DEPARTMENTS			\$273.20

AMAZON.COM 203TN1563

AMAZON.COM 203TN1563	Weed & Pest Fund	Desk for Katy's office	\$489.99
<i>AMAZON.COM 203TN1563 - Total For Weed & Pest Fund</i>			<i>\$489.99</i>
AMAZON.COM 203TN1563 - ALL DEPARTMENTS			\$489.99

AMAZON.COM GP1EG4K03

AMAZON.COM GP1EG4K03	Ft. Caspar	Exhibit Supplies	\$25.57
<i>AMAZON.COM GP1EG4K03 - Total For Ft. Caspar</i>			<i>\$25.57</i>
AMAZON.COM GP1EG4K03 - ALL DEPARTMENTS			\$25.57

AMAZON.COM HA2IX3OY3

AMAZON.COM HA2IX3OY3	Ft. Caspar	Labels for use at Kids Fest	\$23.18
<i>AMAZON.COM HA2IX3OY3 - Total For Ft. Caspar</i>			<i>\$23.18</i>
AMAZON.COM HA2IX3OY3 - ALL DEPARTMENTS			\$23.18

AMAZON.COM O61QM72O3

AMAZON.COM O61QM72O	Parks - Parks Maint.	OEC Training Books	\$301.32
<i>AMAZON.COM O61QM72O3 - Total For Parks - Parks Maint.</i>			<i>\$301.32</i>

AMAZON.COM O61QM72O3 - ALL DEPARTMENTS **\$301.32**

AMAZON.COM W63PP4JY3

AMAZON.COM W63PP4JY3 Aquatics - Operations BOOK STORES \$187.38

AMAZON.COM W63PP4JY3 - Total For Aquatics - Operations \$187.38

AMAZON.COM W63PP4JY3 - ALL DEPARTMENTS **\$187.38**

AMERICANA SOUVENIERS

AMERICANA SOUVENIERS Ft. Caspar assorted souvenirs for resale in museum store \$435.02

AMERICANA SOUVENIERS - Total For Ft. Caspar \$435.02

AMERICANA SOUVENIERS - ALL DEPARTMENTS **\$435.02**

AMERIGAS - CASPER

AMERIGAS - CASPER Balefill - Dispatch Building Heat \$923.01

AMERIGAS - CASPER - Total For Balefill - Dispatch \$923.01

AMERIGAS - CASPER Ice Arena - Operations PROPANE FOR RESURFACER \$46.62

AMERIGAS - CASPER - Total For Ice Arena - Operations \$46.62

AMERIGAS - CASPER Water - Distribution Weed burner o-ring & propane \$7.38

AMERIGAS - CASPER - Total For Water - Distribution \$7.38

AMERIGAS - CASPER - ALL DEPARTMENTS **\$977.01**

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT Refuse - Commercial 222277 Truck Maintenance \$609.29

AMERI-TECH EQUIPMENT - Total For Refuse - Commercial \$609.29

AMERI-TECH EQUIPMENT Refuse - Residential AUTOMOTIVE PARTS, ACCESSORIES STORES RE \$6.83

AMERI-TECH EQUIPMENT - Total For Refuse - Residential \$6.83

AMERI-TECH EQUIPMENT - ALL DEPARTMENTS **\$616.12**

AMZN Mktp US

AMZN Mktp US Aquatics - Operations BOOK STORES \$78.98

AMZN Mktp US - Total For Aquatics - Operations \$78.98

AMZN Mktp US Golf - Operations Jump start pack and caliper for golf course \$313.97

<i>AMZN Mktp US - Total For Golf - Operations</i>			<i>\$313.97</i>
AMZN Mktp US	Operations	Uniform Pants	\$188.97
AMZN Mktp US	Operations	Super Shields and KHOMO for BC iPads	\$43.98
<i>AMZN Mktp US - Total For Operations</i>			<i>\$232.95</i>
AMZN Mktp US	Police Administration	BOOK STORES	\$25.49
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$25.49</i>
AMZN Mktp US - ALL DEPARTMENTS			\$651.39

ANOTHER BROKEN EGG

ANOTHER BROKEN EGG	City Manager	Meal while attending ICMA Conference in Nashv	\$17.54
<i>ANOTHER BROKEN EGG - Total For City Manager</i>			<i>\$17.54</i>
ANOTHER BROKEN EGG - ALL DEPARTMENTS			\$17.54

APPLE COMPUTER, INC.

APPLE COMPUTER, INC.	Operations	Monthly Cloud Storage	\$0.99
<i>APPLE COMPUTER, INC. - Total For Operations</i>			<i>\$0.99</i>
APPLE COMPUTER, INC. - ALL DEPARTMENTS			\$0.99

APPLEBEES ARVA482482

APPLEBEES ARVA482482	Streets	Layne's meal at IMSA Conference in Denver, CO.	\$19.85
APPLEBEES ARVA482482	Streets	Paul's meal at IMSA Conference in Denver, CO.	\$26.41
<i>APPLEBEES ARVA482482 - Total For Streets</i>			<i>\$46.26</i>
APPLEBEES ARVA482482 - ALL DEPARTMENTS			\$46.26

ARCADIS U.S., INC.

ARCADIS U.S., INC.	WWTP - Operations	WWTP Upgrade Ph.1 11-74	\$3,495.18
ARCADIS U.S., INC.	WWTP - Operations	WWTP Upgrade Ph.1 11-74	\$20,950.72
<i>ARCADIS U.S., INC. - Total For WWTP - Operations</i>			<i>\$24,445.90</i>
ARCADIS U.S., INC. - ALL DEPARTMENTS			\$24,445.90

AT&T BILL PAYMENT

AT&T BILL PAYMENT	Traffic Control	Wireless charges for new Traffic tablets	\$126.68
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<i>AT&T BILL PAYMENT - Total For Traffic Control</i>			\$126.68
AT&T BILL PAYMENT	Water - Distribution	Wireless service	\$160.16
<i>AT&T BILL PAYMENT - Total For Water - Distribution</i>			\$160.16
AT&T BILL PAYMENT - ALL DEPARTMENTS			\$286.84

AT&T PREMIER EBIL

AT&T PREMIER EBIL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$7,937.93
<i>AT&T PREMIER EBIL - Total For Police Administration</i>			\$7,937.93
AT&T PREMIER EBIL - ALL DEPARTMENTS			\$7,937.93

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Balefill - Dispatch	Install RV Outlet Miller House	\$849.42
<i>ATLANTIC ELECTRIC, I - Total For Balefill - Dispatch</i>			\$849.42
ATLANTIC ELECTRIC, I - ALL DEPARTMENTS			\$849.42

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Dispatch	Office Supplies	\$298.26
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Dispatch</i>			\$298.26
ATLAS OFFICE PRODUCT	Balefill - Diver	Tables	\$1,100.68
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diver</i>			\$1,100.68
ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$110.24
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			\$110.24
ATLAS OFFICE PRODUCT	Customer Service	CREDIT/REIMBURSEMENT	(\$97.18)
ATLAS OFFICE PRODUCT	Customer Service	CLOROX WIPES/LASER JET CARTRIDGE	\$105.92
ATLAS OFFICE PRODUCT	Customer Service	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$275.74
ATLAS OFFICE PRODUCT	Customer Service	PAPER/CARTRIDGES	\$123.83
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$408.31
ATLAS OFFICE PRODUCT	Engineering	OFFICE SUPPLIES	\$66.58
<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			\$66.58
ATLAS OFFICE PRODUCT	Finance	CREDIT/REIMBURSEMENT	(\$97.18)
ATLAS OFFICE PRODUCT	Finance	PAPER/CARTRIDGES	\$123.83
ATLAS OFFICE PRODUCT	Finance	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$275.73
ATLAS OFFICE PRODUCT	Finance	CLOROX WIPES/LASER JET CARTRIDGE	\$72.64

<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$375.02</i>
ATLAS OFFICE PRODUCT	Health Insurance Fund	PAPER/CARTRIDGES	\$123.83
ATLAS OFFICE PRODUCT	Health Insurance Fund	CLOROX WIPES/LASER JET CARTRIDGE	\$72.63
ATLAS OFFICE PRODUCT	Health Insurance Fund	CREDIT/REIMBURSEMENT	(\$97.18)
ATLAS OFFICE PRODUCT	Health Insurance Fund	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$275.73
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			<i>\$375.01</i>
ATLAS OFFICE PRODUCT	Human Resources	CLOROX WIPES/LASER JET CARTRIDGE	\$72.64
ATLAS OFFICE PRODUCT	Human Resources	PAPER/CARTRIDGES	\$123.84
ATLAS OFFICE PRODUCT	Human Resources	CREDIT/REIMBURSEMENT	(\$97.19)
ATLAS OFFICE PRODUCT	Human Resources	Office Supplies	\$3.99
ATLAS OFFICE PRODUCT	Human Resources	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$275.74
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$379.02</i>
ATLAS OFFICE PRODUCT	Information Services	Keytag rack, post it notes, tape.	\$37.21
ATLAS OFFICE PRODUCT	Information Services	HP Toner Cartridge for Color Printer	\$104.62
<i>ATLAS OFFICE PRODUCT - Total For Information Services</i>			<i>\$141.83</i>
ATLAS OFFICE PRODUCT	Operations	Paper and Ink for Station 2	\$181.41
<i>ATLAS OFFICE PRODUCT - Total For Operations</i>			<i>\$181.41</i>
ATLAS OFFICE PRODUCT	Police Administration	Chair for J. Eastin	\$197.88
ATLAS OFFICE PRODUCT	Police Administration	System Spkr	\$39.99
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$237.87</i>
ATLAS OFFICE PRODUCT	Rec Center - Admin	CORRECTION FLUID, PENS	\$23.92
<i>ATLAS OFFICE PRODUCT - Total For Rec Center - Admin</i>			<i>\$23.92</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Office supply	\$33.73
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supply credit from invoice 53878-0	(\$9.32)
ATLAS OFFICE PRODUCT	Regional Water Operations	Office supply	\$18.64
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$43.05</i>
ATLAS OFFICE PRODUCT	Risk Management	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$20.09
ATLAS OFFICE PRODUCT	Risk Management	PAPER/CARTRIDGES	\$40.18
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$60.27</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$3,801.47

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Engineering	Xerox	\$14.00
<i>ATLAS REPRODUCTION - Total For Engineering</i>			<i>\$14.00</i>

ATLAS REPRODUCTION - ALL DEPARTMENTS **\$14.00**

ATLAS REPRODUCTION I

ATLAS REPRODUCTION I Police Administration STATIONERY,OFFICE SUPPLIES,PRINTING AND \$157.24

ATLAS REPRODUCTION I - Total For Police Administration \$157.24

ATLAS REPRODUCTION I Public Saftey Communication STATIONERY,OFFICE SUPPLIES,PRINTING AND \$248.73

ATLAS REPRODUCTION I - Total For Public Saftey Communication \$248.73

ATLAS REPRODUCTION I - ALL DEPARTMENTS **\$405.97**

ATS ACOUSTICS

ATS ACOUSTICS Metro Animal Fund - Admin ATS ACOUSTIC PANELS \$431.42

ATS ACOUSTICS - Total For Metro Animal Fund - Admin \$431.42

ATS ACOUSTICS - ALL DEPARTMENTS **\$431.42**

AWWA.ORG

AWWA.ORG Regional Water Operations Membership dues \$214.00

AWWA.ORG - Total For Regional Water Operations \$214.00

AWWA.ORG - ALL DEPARTMENTS **\$214.00**

B & B RUBBER STAMP S

B & B RUBBER STAMP S Police Administration MISCELLANEOUS AND RETAIL STORES \$47.95

B & B RUBBER STAMP S - Total For Police Administration \$47.95

B & B RUBBER STAMP S - ALL DEPARTMENTS **\$47.95**

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR Balefill - Dispatch Misc. Tools \$211.18

BAILEY'S ACE HARDWAR Balefill - Dispatch Deer/Rabbit Repel \$29.98

BAILEY'S ACE HARDWAR - Total For Balefill - Dispatch \$241.16

BAILEY'S ACE HARDWAR Balefill - Diver Misc. Screws, Fasteners \$69.48

BAILEY'S ACE HARDWAR - Total For Balefill - Diver \$69.48

BAILEY'S ACE HARDWAR Balefill - Proc Parts for Baler \$12.49

BAILEY'S ACE HARDWAR Balefill - Proc Cleaning Supplies for MRF Building \$141.08

BAILEY'S ACE HARDWAR - Total For Balefill - Proc \$153.57

BAILEY'S ACE HARDWAR - ALL DEPARTMENTS \$464.21

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Buildings & Structures Fund	Hardware for Rec Center repairs	\$11.09
BAILEYS ACE HDWE	Buildings & Structures Fund	door stop for Service Center	\$1.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Supplies to hang pictures at Service Center	\$7.98
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair parts for Aquatics	\$24.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair parts for parking structure ticket machin	\$7.96

BAILEYS ACE HDWE - Total For Buildings & Structures Fund \$54.01

BAILEYS ACE HDWE	Metro Animal Fund - Admin	ICE MELT	\$20.98
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BAILEYS ACE HDWE	Metro Animal Fund - Admin	SPACE HEATERS	\$94.48
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BAILEYS ACE HDWE - Total For Metro Animal Fund - Admin \$115.46

BAILEYS ACE HDWE	Parks - Parks Maint.	Extention cord and snow shovel	\$40.98
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BAILEYS ACE HDWE	Parks - Parks Maint.	Paintbrushes for Conwell CHristmas light display	\$23.16
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BAILEYS ACE HDWE - Total For Parks - Parks Maint. \$64.14

BAILEYS ACE HDWE	Rec Cener - Sports Prog	keys for lights	\$14.34
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BAILEYS ACE HDWE - Total For Rec Cener - Sports Prog \$14.34

BAILEYS ACE HDWE	Rec Center - Operations	HARDWARE STORES	\$15.17
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BAILEYS ACE HDWE - Total For Rec Center - Operations \$15.17

BAILEYS ACE HDWE	Weed & Pest Fund	Extention cord and snow shovel	\$9.99
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BAILEYS ACE HDWE	Weed & Pest Fund	Zip ties	\$36.77
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BAILEYS ACE HDWE - Total For Weed & Pest Fund \$46.76

BAILEYS ACE HDWE - ALL DEPARTMENTS \$309.88

BANK OF AMERICA, N.A

BANK OF AMERICA, N.A	General Fund	OTHER FEES	\$3,500.00
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BANK OF AMERICA, N.A - Total For General Fund \$3,500.00

BANK OF AMERICA, N.A - ALL DEPARTMENTS \$3,500.00

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Balefill - Proc	Bathroom Cleaning Supplies	\$66.57
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BARGREEN ELLINGSON - Total For Balefill - Proc \$66.57

BARGREEN ELLINGSON - ALL DEPARTMENTS**\$66.57****BARGREEN WYOMING**

BARGREEN WYOMING	Buildings & Structures Fund	Plumbing Parts for Ice Arena	\$334.23
BARGREEN WYOMING	Buildings & Structures Fund	Faucet parts for Ice Arena	\$49.53
<i>BARGREEN WYOMING - Total For Buildings & Structures Fund</i>			\$383.76
BARGREEN WYOMING	Operations	Filters and Bets for Chainsaw	\$462.20
<i>BARGREEN WYOMING - Total For Operations</i>			\$462.20

BARGREEN WYOMING - ALL DEPARTMENTS**\$845.96****BEST BUY**

BEST BUY	Fire Administration	Credit for iPad Protectors	(\$104.98)
BEST BUY	Fire Administration	BC iPads	\$1,763.94
<i>BEST BUY - Total For Fire Administration</i>			\$1,658.96
BEST BUY	Operations	Ink Cartridges	\$126.18
<i>BEST BUY - Total For Operations</i>			\$126.18

BEST BUY - ALL DEPARTMENTS**\$1,785.14****BIG WEST LANDSCAPING**

BIG WEST LANDSCAPING	Capital Projects Fund	Heritage Hills Reclamation 18-058	\$8,725.00
<i>BIG WEST LANDSCAPING - Total For Capital Projects Fund</i>			\$8,725.00

BIG WEST LANDSCAPING - ALL DEPARTMENTS**\$8,725.00****BLOEDORN LUMBER CASP**

BLOEDORN LUMBER CASP	Balefill - Dispatch	Ceiling Tiles for Solid Waste Project	\$1,487.60
BLOEDORN LUMBER CASP	Balefill - Dispatch	Lumber for Solid Waste Project	\$14.10
<i>BLOEDORN LUMBER CASP - Total For Balefill - Dispatch</i>			\$1,501.70
BLOEDORN LUMBER CASP	Buildings & Structures Fund	Ceiling Tiles for Solid Waste	\$76.00
BLOEDORN LUMBER CASP	Buildings & Structures Fund	Materials to mount hose at Metro	\$12.69
BLOEDORN LUMBER CASP	Buildings & Structures Fund	Repair parts for BaleFill building	\$33.78
BLOEDORN LUMBER CASP	Buildings & Structures Fund	Bolts for repairs at Aquatic Center	\$15.20
BLOEDORN LUMBER CASP	Buildings & Structures Fund	Ceiling Tiles for Solid Waste	\$1,487.60
BLOEDORN LUMBER CASP	Buildings & Structures Fund	Dry erase board supplies for PD	\$28.78

BLOEDORN LUMBER CASP	Buildings & Structures Fund	Materials for cabinet repairs at Ice Arena	\$253.68
<i>BLOEDORN LUMBER CASP - Total For Buildings & Structures Fund</i>			<i>\$1,907.73</i>
BLOEDORN LUMBER CASP	Parks - Parks Maint.	LUMBER AND BUILDING MATERIALS STORES	\$1,023.14
BLOEDORN LUMBER CASP	Parks - Parks Maint.	LUMBER AND BUILDING MATERIALS STORES	\$305.14
<i>BLOEDORN LUMBER CASP - Total For Parks - Parks Maint.</i>			<i>\$1,328.28</i>
BLOEDORN LUMBER CASP - ALL DEPARTMENTS			\$4,737.71

CARR COATINGS, LLC.

CARR COATINGS, LLC.	Water - Tanks	North Park Tank Painting 19-016	\$99,000.00
<i>CARR COATINGS, LLC. - Total For Water - Tanks</i>			<i>\$99,000.00</i>
CARR COATINGS, LLC. - ALL DEPARTMENTS			\$99,000.00

CASPAR BUILDING SYST

CASPAR BUILDING SYST	Balefill	Retainage Release Landfill Compost Heating 17-	\$7,905.40
<i>CASPAR BUILDING SYST - Total For Balefill</i>			<i>\$7,905.40</i>
CASPAR BUILDING SYST - ALL DEPARTMENTS			\$7,905.40

CASPER CONTRACTORS S

CASPER CONTRACTORS S	Parks - Parks Maint.	Snow Fence	\$245.80
<i>CASPER CONTRACTORS S - Total For Parks - Parks Maint.</i>			<i>\$245.80</i>
CASPER CONTRACTORS S	Rec Cener - Sports Prog	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$8.60
<i>CASPER CONTRACTORS S - Total For Rec Cener - Sports Prog</i>			<i>\$8.60</i>
CASPER CONTRACTORS S	Streets	Secka Flex for saw cuts on 2nd St. concrete proj	\$37.24
<i>CASPER CONTRACTORS S - Total For Streets</i>			<i>\$37.24</i>
CASPER CONTRACTORS S - ALL DEPARTMENTS			\$291.64

CASPER ELECTRIC, INC

CASPER ELECTRIC, INC	Balefill - Proc	Welding and Air Compressor in MRF	\$1,090.42
<i>CASPER ELECTRIC, INC - Total For Balefill - Proc</i>			<i>\$1,090.42</i>
CASPER ELECTRIC, INC - ALL DEPARTMENTS			\$1,090.42

CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Aquatics - Operations	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$58.50
<i>CASPER FIRE EXTINGUI - Total For Aquatics - Operations</i>			<i>\$58.50</i>
CASPER FIRE EXTINGUI	Buildings & Structures Fund	Recharged fire extinguishers at Rec Center	\$24.75
<i>CASPER FIRE EXTINGUI - Total For Buildings & Structures Fund</i>			<i>\$24.75</i>
CASPER FIRE EXTINGUI - ALL DEPARTMENTS			\$83.25

CASPER RECREATIONAL

CASPER RECREATIONAL	ice Arena - Classes	SPORTING AND RECREATIONAL CAMPS	\$400.00
<i>CASPER RECREATIONAL - Total For ice Arena - Classes</i>			<i>\$400.00</i>
CASPER RECREATIONAL - ALL DEPARTMENTS			\$400.00

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	City Manager	Newspaper Subscription	\$682.99
<i>CASPER STAR TRIBUNE - Total For City Manager</i>			<i>\$682.99</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$682.99

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	City Clerk	Council Proceedings- Special	\$152.66
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$152.66</i>
CASPER STAR-TRIBUNE,	Metropolitan Planning Org	RFP for 2020 Aerial Flight	\$84.48
<i>CASPER STAR-TRIBUNE, - Total For Metropolitan Planning Org</i>			<i>\$84.48</i>
CASPER STAR-TRIBUNE,	Planning - Admin	Notice Sale of City Owned Property	\$226.40
CASPER STAR-TRIBUNE,	Planning - Admin	Historic Preservation Opening Notice	\$542.00
CASPER STAR-TRIBUNE,	Planning - Admin	Notice Casper City Council	\$65.66
CASPER STAR-TRIBUNE,	Planning - Admin	Notice Planning and Zoning	\$77.72
<i>CASPER STAR-TRIBUNE, - Total For Planning - Admin</i>			<i>\$911.78</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$1,148.92

CASPER TIRE

CASPER TIRE	Refuse - Commercial	222261 Flat Repair	\$90.00
CASPER TIRE	Refuse - Commercial	222262 Side load Flat Repair	\$70.00
CASPER TIRE	Refuse - Commercial	083276 Flat Repair	\$50.00
CASPER TIRE	Refuse - Commercial	222262 Flat Repair	\$70.00

CASPER TIRE	Refuse - Commercial	222287 Flat Repair	\$60.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$340.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$340.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing Repair Parts for Landfill Water Heater	\$26.91
CASPER WINNELSON CO	Buildings & Structures Fund	Repair parts for Hogadon	\$35.57
CASPER WINNELSON CO	Buildings & Structures Fund	Water Heater for Landfill	\$479.47
CASPER WINNELSON CO	Buildings & Structures Fund	Drain Cleaner for City Hall	\$21.68
CASPER WINNELSON CO	Buildings & Structures Fund	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$26.02
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Ice Arena	\$38.84
CASPER WINNELSON CO	Buildings & Structures Fund	Repair parts for Hogadon	\$43.39
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$671.88</i>
CASPER WINNELSON CO	WWTP - Operations	Fittings	\$62.16
<i>CASPER WINNELSON CO - Total For WWTP - Operations</i>			<i>\$62.16</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$734.04

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	City Manager	Parking while attending ICMA Conference in Nas	\$40.00
<i>CASPER/NATRONA COUNT - Total For City Manager</i>			<i>\$40.00</i>
CASPER/NATRONA COUNT - ALL DEPARTMENTS			\$40.00

CCI HOTEL RESERVATIO

CCI HOTEL RESERVATIO	Police Administration	TRAVEL AGENCIES	\$609.19
<i>CCI HOTEL RESERVATIO - Total For Police Administration</i>			<i>\$609.19</i>
CCI HOTEL RESERVATIO - ALL DEPARTMENTS			\$609.19

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water	October 2019 System Investment Charges	\$74,773.00
<i>CENTRAL WY. REGIONAL - Total For Water</i>			<i>\$74,773.00</i>
CENTRAL WY. REGIONAL	Water - Admin	October 2019 Wholesale Water	338,063.97
<i>CENTRAL WY. REGIONAL - Total For Water - Admin</i>			<i>\$338,063.97</i>

CENTRAL WY. REGIONAL - ALL DEPARTMENTS

\$412,836.97

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Voip	\$5.72
CENTURYLINK	Aquatics - Operations	Phone Use- VOIP	\$24.27
<i>CENTURYLINK - Total For Aquatics - Operations</i>			\$29.99
CENTURYLINK	Balefill - Dispatch	Phone Use	\$0.35
CENTURYLINK	Balefill - Dispatch	Phone Use	\$101.23
CENTURYLINK	Balefill - Dispatch	Phone Use- VOIP	\$78.08
CENTURYLINK	Balefill - Dispatch	Voip	\$18.40
<i>CENTURYLINK - Total For Balefill - Dispatch</i>			\$198.06
CENTURYLINK	Buildings & Structures Fund	Voip	\$3.46
CENTURYLINK	Buildings & Structures Fund	Phone Use- VOIP	\$14.69
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			\$18.15
CENTURYLINK	Cemetery	Phone Use- VOIP	\$14.69
CENTURYLINK	Cemetery	Voip	\$3.46
<i>CENTURYLINK - Total For Cemetery</i>			\$18.15
CENTURYLINK	City Attorney	Voip	\$12.64
CENTURYLINK	City Attorney	Phone Use- VOIP	\$53.65
<i>CENTURYLINK - Total For City Attorney</i>			\$66.29
CENTURYLINK	City Hall/Campus Buildings	Voip	\$2.30
CENTURYLINK	City Hall/Campus Buildings	Phone Use	\$35.54
CENTURYLINK	City Hall/Campus Buildings	Phone Use- VOIP	\$9.74
<i>CENTURYLINK - Total For City Hall/Campus Buildings</i>			\$47.58
CENTURYLINK	City Manager	Voip	\$8.05
CENTURYLINK	City Manager	Phone Use- VOIP	\$34.17
<i>CENTURYLINK - Total For City Manager</i>			\$42.22
CENTURYLINK	Code Enforcement	Phone Use	\$65.08
CENTURYLINK	Code Enforcement	Phone Use- VOIP	\$68.34
CENTURYLINK	Code Enforcement	Voip	\$16.10
<i>CENTURYLINK - Total For Code Enforcement</i>			\$149.52
CENTURYLINK	Council	Phone Use- VOIP	\$14.69
CENTURYLINK	Council	Voip	\$3.46
<i>CENTURYLINK - Total For Council</i>			\$18.15
CENTURYLINK	Customer Service	Phone Use	\$40.31

CENTURYLINK	Customer Service	Phone Use- VOIP	\$34.17
CENTURYLINK	Customer Service	Voip	\$8.05
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$82.53</i>
CENTURYLINK	Engineering	Voip	\$16.10
CENTURYLINK	Engineering	Phone Use- VOIP	\$68.34
<i>CENTURYLINK - Total For Engineering</i>			<i>\$84.44</i>
CENTURYLINK	Finance	Voip	\$18.40
CENTURYLINK	Finance	Phone Use- VOIP	\$78.08
<i>CENTURYLINK - Total For Finance</i>			<i>\$96.48</i>
CENTURYLINK	Fire Administration	Phone Use- VOIP	\$97.56
CENTURYLINK	Fire Administration	Phone Use	\$1,158.94
CENTURYLINK	Fire Administration	Voip	\$22.99
<i>CENTURYLINK - Total For Fire Administration</i>			<i>\$1,279.49</i>
CENTURYLINK	Fleet Maintenance Fund	Phone Use- VOIP	\$63.39
CENTURYLINK	Fleet Maintenance Fund	Voip	\$14.94
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$78.33</i>
CENTURYLINK	Ft. Caspar	Phone Use- VOIP	\$14.69
CENTURYLINK	Ft. Caspar	Voip	\$3.46
<i>CENTURYLINK - Total For Ft. Caspar</i>			<i>\$18.15</i>
CENTURYLINK	Golf - Operations	Phone Use- VOIP	\$14.69
CENTURYLINK	Golf - Operations	Voip	\$3.46
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$18.15</i>
CENTURYLINK	Hogadon - Operations	Phone Use- VOIP	\$48.70
CENTURYLINK	Hogadon - Operations	Voip	\$11.48
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$60.18</i>
CENTURYLINK	Human Resources	Phone Use- VOIP	\$24.43
CENTURYLINK	Human Resources	Voip	\$5.76
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$30.19</i>
CENTURYLINK	Ice Arena - Operations	Phone Use	\$39.52
CENTURYLINK	Ice Arena - Operations	Phone Use- VOIP	\$19.48
CENTURYLINK	Ice Arena - Operations	Voip	\$4.59
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$63.59</i>
CENTURYLINK	Information Services	Phone Use- VOIP	\$78.08
CENTURYLINK	Information Services	Voip	\$18.40
<i>CENTURYLINK - Total For Information Services</i>			<i>\$96.48</i>
CENTURYLINK	Meter Services	Phone Use- VOIP	\$29.07

CENTURYLINK	Meter Services	Voip	\$6.85
<i>CENTURYLINK - Total For Meter Services</i>			\$35.92
CENTURYLINK	Metro Animal Fund - Admin	Voip	\$3.46
CENTURYLINK	Metro Animal Fund - Admin	Phone Use- VOIP	\$14.69
CENTURYLINK	Metro Animal Fund - Admin	Phone Use	\$39.54
<i>CENTURYLINK - Total For Metro Animal Fund - Admin</i>			\$57.69
CENTURYLINK	Municipal Court	Phone Use- VOIP	\$53.65
CENTURYLINK	Municipal Court	Voip	\$12.64
<i>CENTURYLINK - Total For Municipal Court</i>			\$66.29
CENTURYLINK	Parking Fund	Phone Use	\$126.10
<i>CENTURYLINK - Total For Parking Fund</i>			\$126.10
CENTURYLINK	Parks - Parks Maint.	Voip	\$12.64
CENTURYLINK	Parks - Parks Maint.	Phone Use	\$122.03
CENTURYLINK	Parks - Parks Maint.	Phone Use	\$47.42
CENTURYLINK	Parks - Parks Maint.	Phone Use- VOIP	\$53.65
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			\$235.74
CENTURYLINK	Planning - Admin	Voip	\$11.48
CENTURYLINK	Planning - Admin	Phone Use- VOIP	\$48.70
<i>CENTURYLINK - Total For Planning - Admin</i>			\$60.18
CENTURYLINK	Police Administration	Phone Use- VOIP	\$302.26
CENTURYLINK	Police Administration	Voip	\$71.22
CENTURYLINK	Police Administration	Phone Use	\$360.32
<i>CENTURYLINK - Total For Police Administration</i>			\$733.80
CENTURYLINK	Public Saftey Communication	Voip	\$2.30
CENTURYLINK	Public Saftey Communication	Phone Use	\$10,961.92
CENTURYLINK	Public Saftey Communication	Phone Use	\$493.51
CENTURYLINK	Public Saftey Communication	Phone Use- VOIP	\$9.74
CENTURYLINK	Public Saftey Communication	Phone Use	\$300.80
CENTURYLINK	Public Saftey Communication	Phone Use	\$173.27
<i>CENTURYLINK - Total For Public Saftey Communication</i>			\$11,941.54
CENTURYLINK	Rec Center - Operations	Voip	\$9.18
CENTURYLINK	Rec Center - Operations	Phone Use- VOIP	\$38.96
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$48.14
CENTURYLINK	Regional Water Operations	Voip	\$4.59
CENTURYLINK	Regional Water Operations	Phone Use- VOIP	\$19.48
<i>CENTURYLINK - Total For Regional Water Operations</i>			\$24.07

CENTURYLINK	Risk Management	Phone Use- VOIP	\$14.64
CENTURYLINK	Risk Management	Voip	\$3.45
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$18.09</i>
CENTURYLINK	Sewer Fund - Collection	Voip	\$2.30
CENTURYLINK	Sewer Fund - Collection	Phone Use- VOIP	\$9.74
<i>CENTURYLINK - Total For Sewer Fund - Collection</i>			<i>\$12.04</i>
CENTURYLINK	Streets	Phone Use- VOIP	\$34.17
CENTURYLINK	Streets	Phone Use	\$162.06
CENTURYLINK	Streets	Voip	\$8.05
<i>CENTURYLINK - Total For Streets</i>			<i>\$204.28</i>
CENTURYLINK	Water - Admin	Voip	\$4.59
CENTURYLINK	Water - Admin	Phone Use	\$195.24
CENTURYLINK	Water - Admin	Phone Use- VOIP	\$19.48
<i>CENTURYLINK - Total For Water - Admin</i>			<i>\$219.31</i>
CENTURYLINK	Water - Distribution	Phone Use	\$39.52
CENTURYLINK	Water - Distribution	Voip	\$3.46
CENTURYLINK	Water - Distribution	Phone Use- VOIP	\$14.69
<i>CENTURYLINK - Total For Water - Distribution</i>			<i>\$57.67</i>
CENTURYLINK	Water - Tanks	Phone Use	\$53.66
<i>CENTURYLINK - Total For Water - Tanks</i>			<i>\$53.66</i>
CENTURYLINK	WWTP - Operations	Phone Use- VOIP	\$29.22
CENTURYLINK	WWTP - Operations	Voip	\$6.89
<i>CENTURYLINK - Total For WWTP - Operations</i>			<i>\$36.11</i>
CENTURYLINK	WWTP - Regional Interc	Phone Use	\$1,779.65
<i>CENTURYLINK - Total For WWTP - Regional Interc</i>			<i>\$1,779.65</i>
CENTURYLINK - ALL DEPARTMENTS			\$18,206.40

CHICK-FIL-A #03335

CHICK-FIL-A #03335	Police Administration	FAST FOOD RESTAURANTS	\$8.05
<i>CHICK-FIL-A #03335 - Total For Police Administration</i>			<i>\$8.05</i>

CHICK-FIL-A #03335 - ALL DEPARTMENTS **\$8.05**

CIGNA HEALTH & LIFE

CIGNA HEALTH & LIFE	Health Insurance Fund	Oct. 2019 Plan Admin Fees	\$11,856.91
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CIGNA HEALTH & LIFE - Total For Health Insurance Fund \$11,856.91

CIGNA HEALTH & LIFE - ALL DEPARTMENTS \$11,856.91

CITY OF CASPER

CITY OF CASPER Balefill - Dispatch Balefill \$2,266.00

CITY OF CASPER - Total For Balefill - Dispatch \$2,266.00

CITY OF CASPER CATC - Operations October 2019 Fuel Charges \$15,168.79

CITY OF CASPER CATC - Operations October 2019 Workorder Totals \$15,623.45

CITY OF CASPER - Total For CATC - Operations \$30,792.24

CITY OF CASPER Parks - Parks Maint. Monthly Billing Trash Bins \$671.00

CITY OF CASPER - Total For Parks - Parks Maint. \$671.00

CITY OF CASPER Refuse - Residential Balefill \$6,522.39

CITY OF CASPER Refuse - Residential Balefill \$348.88

CITY OF CASPER Refuse - Residential Balefill \$5,314.05

CITY OF CASPER Refuse - Residential Balefill \$7,137.83

CITY OF CASPER Refuse - Residential Balefill \$5,504.66

CITY OF CASPER Refuse - Residential Balefill \$6,154.70

CITY OF CASPER Refuse - Residential Balefill \$6,840.21

CITY OF CASPER Refuse - Residential Balefill \$5,386.57

CITY OF CASPER Refuse - Residential Balefill \$4,977.42

CITY OF CASPER Refuse - Residential Balefill \$5,987.12

CITY OF CASPER Refuse - Residential Balefill \$8,991.01

CITY OF CASPER - Total For Refuse - Residential \$63,164.84

CITY OF CASPER Sewer Fund - Admin 201 Sewer 349,693.36

CITY OF CASPER - Total For Sewer Fund - Admin \$349,693.36

CITY OF CASPER Water - Distribution PSCC Monthly User Fee \$507.77

CITY OF CASPER - Total For Water - Distribution \$507.77

CITY OF CASPER WWTP - Operations Balefill \$62.23

CITY OF CASPER WWTP - Operations Balefill \$51.45

CITY OF CASPER WWTP - Operations Balefill \$59.29

CITY OF CASPER WWTP - Operations Balefill \$72.03

CITY OF CASPER - Total For WWTP - Operations \$245.00

CITY OF CASPER - ALL DEPARTMENTS \$447,340.21

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	NPRR-First St Reach 12-51 Surveying	\$780.00
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			<i>\$780.00</i>
CIVIL ENGINEERING PR - ALL DEPARTMENTS			\$780.00

CLAIM ADJ/J2 EFAX S

CLAIM ADJ/J2 EFAX S	Aquatics - Aquatics Classes	CREDIT FOR FRAUDULENT CHARGE - CONTINUIT	(\$26.95)
CLAIM ADJ/J2 EFAX S	Aquatics - Aquatics Classes	CREDIT FOR FRAUDULENT CHARGE - CONTINUIT	(\$16.95)
<i>CLAIM ADJ/J2 EFAX S - Total For Aquatics - Aquatics Classes</i>			<i>(\$43.90)</i>
CLAIM ADJ/J2 EFAX S - ALL DEPARTMENTS			(\$43.90)

CLAIM ADJ/PCH INTELI

CLAIM ADJ/PCH INTELI	Aquatics - Aquatics Classes	CREDIT FOR FRAUDULENT CHARGE - CONTINUIT	(\$14.95)
<i>CLAIM ADJ/PCH INTELI - Total For Aquatics - Aquatics Classes</i>			<i>(\$14.95)</i>
CLAIM ADJ/PCH INTELI - ALL DEPARTMENTS			(\$14.95)

CLAIM ADJ/WEEBLY

CLAIM ADJ/WEEBLY	Aquatics - Aquatics Classes	CREDIT FOR FRAUDULENT CHARGE - DIGITAL G	(\$29.95)
CLAIM ADJ/WEEBLY	Aquatics - Aquatics Classes	CREDIT FOR FRAUDULENT CHARGE - DIGITAL G	(\$72.00)
<i>CLAIM ADJ/WEEBLY - Total For Aquatics - Aquatics Classes</i>			<i>(\$101.95)</i>
CLAIM ADJ/WEEBLY - ALL DEPARTMENTS			(\$101.95)

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Vehicle Fuel	\$55.76
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$55.76</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$55.76

COMPRESSION LEASING

COMPRESSION LEASING	Parks - Parks Maint.	Air compressor rental to help irrigation blow ou	\$150.00
<i>COMPRESSION LEASING - Total For Parks - Parks Maint.</i>			<i>\$150.00</i>

COMPRESSION LEASING - ALL DEPARTMENTS **\$150.00**

CONOCO - 7-ELEVEN

CONOCO - 7-ELEVEN	Police Administration	AUTOMATED FUEL DISPENSERS	\$16.75
<i>CONOCO - 7-ELEVEN - Total For Police Administration</i>			<i>\$16.75</i>

CONOCO - 7-ELEVEN - ALL DEPARTMENTS **\$16.75**

CONOCO - INTERSTATE

CONOCO - INTERSTATE	Police Administration	SERVICE STATIONS	\$5.50
CONOCO - INTERSTATE	Police Administration	AUTOMATED FUEL DISPENSERS	\$38.58
<i>CONOCO - INTERSTATE - Total For Police Administration</i>			<i>\$44.08</i>

CONOCO - INTERSTATE - ALL DEPARTMENTS **\$44.08**

CONOCO - UNITED PACI

CONOCO - UNITED PACI	Streets	Fuel for 060666 to go to IMSA Conference in De	\$34.97
<i>CONOCO - UNITED PACI - Total For Streets</i>			<i>\$34.97</i>

CONOCO - UNITED PACI - ALL DEPARTMENTS **\$34.97**

CONVERGEONE

CONVERGEONE	Customer Service	Plantronics Encorepro Series Headset	\$74.53
<i>CONVERGEONE - Total For Customer Service</i>			<i>\$74.53</i>

CONVERGEONE	Engineering	Purchase 3 Cisco Phones 7821 per quote	\$533.40
<i>CONVERGEONE - Total For Engineering</i>			<i>\$533.40</i>

CONVERGEONE	Police Administration	purchase one Unity connection phone	\$226.65
<i>CONVERGEONE - Total For Police Administration</i>			<i>\$226.65</i>

CONVERGEONE - ALL DEPARTMENTS **\$834.58**

CPS DISTRIBUTORS

CPS DISTRIBUTORS	Capital Projects Fund	City Hall Christmas Lights	\$282.57
CPS DISTRIBUTORS	Capital Projects Fund	Conwell Christmas Lights	\$1,459.39
<i>CPS DISTRIBUTORS - Total For Capital Projects Fund</i>			<i>\$1,741.96</i>

CPS DISTRIBUTORS	Parks - Parks Maint.	Marking Paint	\$42.95
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CPS DISTRIBUTORS	Parks - Parks Maint.	Quick Coupler for blowout	\$24.45
CPS DISTRIBUTORS	Parks - Parks Maint.	Snow shovels	\$50.19
CPS DISTRIBUTORS	Parks - Parks Maint.	Pin flags for locates for snow fence	\$51.36
<i>CPS DISTRIBUTORS - Total For Parks - Parks Maint.</i>			<i>\$168.95</i>
CPS DISTRIBUTORS	Rec Cener - Sports Prog	CONSTRUCTION MATERIALS	\$80.18
CPS DISTRIBUTORS	Rec Cener - Sports Prog	CONSTRUCTION MATERIALS	\$59.17
CPS DISTRIBUTORS	Rec Cener - Sports Prog	irrigation repair on soccer complex before blow	\$66.40
<i>CPS DISTRIBUTORS - Total For Rec Cener - Sports Prog</i>			<i>\$205.75</i>
CPS DISTRIBUTORS - ALL DEPARTMENTS			\$2,116.66

CPU IIT

CPU IIT	Balefill - Dispatch	Employee Gate Card Reader Replacement	\$158.00
<i>CPU IIT - Total For Balefill - Dispatch</i>			<i>\$158.00</i>
CPU IIT	Capital Projects Fund	Six (6) CF54 Toughbooks for replacement MDTs.	\$6,675.29
<i>CPU IIT - Total For Capital Projects Fund</i>			<i>\$6,675.29</i>
CPU IIT	Engineering	Printer Service/Repairs	\$633.75
<i>CPU IIT - Total For Engineering</i>			<i>\$633.75</i>
CPU IIT	Finance	Laptop Computer for B. Burnett	\$1,494.00
CPU IIT	Finance	Two Monitors - Pete Meyers	\$338.00
<i>CPU IIT - Total For Finance</i>			<i>\$1,832.00</i>
CPU IIT	Fire Administration	Six (6) CF54 Toughbooks for replacement MDTs.	\$4,718.71
<i>CPU IIT - Total For Fire Administration</i>			<i>\$4,718.71</i>
CPU IIT	Metro Animal Fund - Admin	Technology Items (computers, software, and ne	\$1,018.00
<i>CPU IIT - Total For Metro Animal Fund - Admin</i>			<i>\$1,018.00</i>
CPU IIT	Police Administration	VGA Adapter not on PO 21200103	\$29.95
CPU IIT	Police Administration	purchase a two laptops	\$1,934.00
CPU IIT	Police Administration	Purchase computer for Call Rex	\$950.40
<i>CPU IIT - Total For Police Administration</i>			<i>\$2,914.35</i>
CPU IIT	Refuse - Recycling	Printer Service/Repairs	\$84.50
<i>CPU IIT - Total For Refuse - Recycling</i>			<i>\$84.50</i>
CPU IIT	Refuse - Residential	HP ELITE X 2 1013 G3 NOTEBOOK	\$1,494.00
CPU IIT	Refuse - Residential	HP Carry Case- Remainder on INV114490 (not o	\$99.00
<i>CPU IIT - Total For Refuse - Residential</i>			<i>\$1,593.00</i>
CPU IIT	Sewer Fund - Admin	Printer Service/Repairs	\$63.38
<i>CPU IIT - Total For Sewer Fund - Admin</i>			<i>\$63.38</i>

CPU IIT	Streets	HP Carry Case- Remainder on Invoice INV11444	\$58.00
<i>CPU IIT - Total For Streets</i>			<i>\$58.00</i>
CPU IIT	Water - Admin	Printer Service/Repairs	\$63.37
<i>CPU IIT - Total For Water - Admin</i>			<i>\$63.37</i>
CPU IIT	WWTP - Operations	Mouse	\$69.99
CPU IIT	WWTP - Operations	Technology Items (computers, software, and ne	\$2,890.90
<i>CPU IIT - Total For WWTP - Operations</i>			<i>\$2,960.89</i>
CPU IIT - ALL DEPARTMENTS			\$22,773.24

CRACKER BARREL

CRACKER BARREL	Police Administration	EATING PLACES, RESTAURANTS	\$15.74
<i>CRACKER BARREL - Total For Police Administration</i>			<i>\$15.74</i>
CRACKER BARREL - ALL DEPARTMENTS			\$15.74

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Capital Projects Fund	2019 Platte River Trails 19-019	128,316.50
<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$128,316.50</i>
CROWN CONSTRUCTION L - ALL DEPARTMENTS			\$128,316.50

CS CONSULTING

CS CONSULTING	Balefill - Dispatch	Drone Mapping Flights	\$2,000.00
<i>CS CONSULTING - Total For Balefill - Dispatch</i>			<i>\$2,000.00</i>
CS CONSULTING - ALL DEPARTMENTS			\$2,000.00

DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	Weed & Pest Fund	October 2019 Investment Fees	\$3,881.01
<i>DAVIDSON FIXED INCOM - Total For Weed & Pest Fund</i>			<i>\$3,881.01</i>
DAVIDSON FIXED INCOM - ALL DEPARTMENTS			\$3,881.01

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Rec Cener - Sports Prog	Irrigation supplies	\$494.83
<i>DBC IRRIGATION SUPPL - Total For Rec Cener - Sports Prog</i>			<i>\$494.83</i>

DBC IRRIGATION SUPPL - ALL DEPARTMENTS**\$494.83****DC FROST ASSOCIATES**

DC FROST ASSOCIATES	WWTP - Operations	Parts for UV treatment system at WWTP	\$40,278.48
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<i>DC FROST ASSOCIATES - Total For WWTP - Operations</i>			<i>\$40,278.48</i>
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DC FROST ASSOCIATES - ALL DEPARTMENTS**\$40,278.48****DELL MARKETING LP**

DELL MARKETING LP	Fire Administration	Adobe Pro Subscription for Brust Fire Admin	\$166.39
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<i>DELL MARKETING LP - Total For Fire Administration</i>			<i>\$166.39</i>
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DELL MARKETING LP - ALL DEPARTMENTS**\$166.39****DELTA 0068222483**

DELTA 0068222483	Police Administration	DELTA	\$70.00
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<i>DELTA 0068222483 - Total For Police Administration</i>			<i>\$70.00</i>
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DELTA 0068222483 - ALL DEPARTMENTS**\$70.00****DELTA 0068222691**

DELTA 0068222691	Police Administration	DELTA	\$30.00
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<i>DELTA 0068222691 - Total For Police Administration</i>			<i>\$30.00</i>
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DELTA 0068222691 - ALL DEPARTMENTS**\$30.00****DELTA 0068291948**

DELTA 0068291948	Police Administration	DELTA	\$70.00
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<i>DELTA 0068291948 - Total For Police Administration</i>			<i>\$70.00</i>
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DELTA 0068291948 - ALL DEPARTMENTS**\$70.00****DENNIS SUPPLY CO.**

DENNIS SUPPLY CO.	Buildings & Structures Fund	Air Filters for Golf Course	\$19.38
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DENNIS SUPPLY CO.	Buildings & Structures Fund	heater repair parts for WDG	\$128.95
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DENNIS SUPPLY CO.	Buildings & Structures Fund	Filters for Shooting Range	\$22.88
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DENNIS SUPPLY CO. - Total For Buildings & Structures Fund \$171.21

DENNIS SUPPLY CO. - ALL DEPARTMENTS \$171.21

DENVER FABRICS

DENVER FABRICS Ft. Caspar Fabric for Exhibits \$65.95

DENVER FABRICS - Total For Ft. Caspar \$65.95

DENVER FABRICS - ALL DEPARTMENTS \$65.95

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS Balefill - Dispatch Supplies for Scale House Ceiling Tile Replaceme \$11.90

DIAMOND VOGEL PAINTS - Total For Balefill - Dispatch \$11.90

DIAMOND VOGEL PAINTS Buildings & Structures Fund Materials for Paint bay setup at BAS building \$42.35

DIAMOND VOGEL PAINTS - Total For Buildings & Structures Fund \$42.35

DIAMOND VOGEL PAINTS WWTP - Operations DAFT repairs \$172.42

DIAMOND VOGEL PAINTS - Total For WWTP - Operations \$172.42

DIAMOND VOGEL PAINTS - ALL DEPARTMENTS \$226.67

DIANA RUIZ

DIANA RUIZ Municipal Court Interpreting at County Jail \$120.00

DIANA RUIZ Municipal Court Interpreting \$40.00

DIANA RUIZ - Total For Municipal Court \$160.00

DIANA RUIZ - ALL DEPARTMENTS \$160.00

DICK'S SPORTING GOOD

DICK'S SPORTING GOOD Operations Station 2 Gym Equipment \$131.23

DICK'S SPORTING GOOD - Total For Operations \$131.23

DICK'S SPORTING GOOD - ALL DEPARTMENTS \$131.23

DIVE RIGHT IN SCUBA

DIVE RIGHT IN SCUBA Operations Universal Swiftwater Rescue Vest \$804.45

DIVE RIGHT IN SCUBA - Total For Operations \$804.45

DIVE RIGHT IN SCUBA - ALL DEPARTMENTS**\$804.45****DOLLAR TREE**

DOLLAR TREE	Ice Arena - Operations	VARIETY STORES	\$36.00
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<i>DOLLAR TREE - Total For Ice Arena - Operations</i>			<i>\$36.00</i>
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DOLLAR TREE	Police Administration	VARIETY STORES	\$40.35
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<i>DOLLAR TREE - Total For Police Administration</i>			<i>\$40.35</i>
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DOLLAR TREE - ALL DEPARTMENTS**\$76.35****DOMINO'S 6042**

DOMINO'S 6042	Rec Center - Classes	FAST FOOD RESTAURANTS	\$41.44
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<i>DOMINO'S 6042 - Total For Rec Center - Classes</i>			<i>\$41.44</i>
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DOMINO'S 6042 - ALL DEPARTMENTS**\$41.44****DOORWAYS OF WYOMING**

DOORWAYS OF WYOMING	Buildings & Structures Fund	Replacement door for Water Garage	\$565.00
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DOORWAYS OF WYOMING	Buildings & Structures Fund	HVAC Repair parts for Ash Building	\$85.00
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<i>DOORWAYS OF WYOMING - Total For Buildings & Structures Fund</i>			<i>\$650.00</i>
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DOORWAYS OF WYOMING - ALL DEPARTMENTS**\$650.00****DTV DIRECTV SERVICE**

DTV DIRECTV SERVICE	Public Saftey Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO SE	\$87.99
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<i>DTV DIRECTV SERVICE - Total For Public Saftey Communication</i>			<i>\$87.99</i>
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DTV DIRECTV SERVICE - ALL DEPARTMENTS**\$87.99****DYNAMIC CONTROLS INC**

DYNAMIC CONTROLS INC	Capital Projects Fund	Procure/install replacement HVAC rooftop unit	158,313.00
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<i>DYNAMIC CONTROLS INC - Total For Capital Projects Fund</i>			<i>\$158,313.00</i>
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DYNAMIC CONTROLS INC - ALL DEPARTMENTS**\$158,313.00****E 470 EXPRESS TOLLS**

E 470 EXPRESS TOLLS	Police Administration	TOLLS, ROAD AND BRIDGE FEES	\$3.79
<i>E 470 EXPRESS TOLLS - Total For Police Administration</i>			<i>\$3.79</i>
E 470 EXPRESS TOLLS - ALL DEPARTMENTS			\$3.79

E&F HOLDING CO.

E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$60.00
E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$75.00
E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$60.00
E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$75.00
E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$75.00
E&F HOLDING CO.	Police Administration	TOWING SERVICES	\$60.00
<i>E&F HOLDING CO. - Total For Police Administration</i>			<i>\$405.00</i>
E&F HOLDING CO. - ALL DEPARTMENTS			\$405.00

EB PROFILING TEEN KI

EB PROFILING TEEN KI	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$149.00
EB PROFILING TEEN KI	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$149.00
EB PROFILING TEEN KI	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$149.00
EB PROFILING TEEN KI	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$149.00
EB PROFILING TEEN KI	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$149.00
EB PROFILING TEEN KI	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$149.00
<i>EB PROFILING TEEN KI - Total For Police Administration</i>			<i>\$894.00</i>
EB PROFILING TEEN KI - ALL DEPARTMENTS			\$894.00

EDGE ENGINEERING GRO

EDGE ENGINEERING GRO	Balefill - Dispatch	Methane Detector Calibration	\$400.00
<i>EDGE ENGINEERING GRO - Total For Balefill - Dispatch</i>			<i>\$400.00</i>
EDGE ENGINEERING GRO - ALL DEPARTMENTS			\$400.00

ELITE K9 INC

ELITE K9 INC	Police Administration	PET SHOPS-PET FOOD AND SUPPLY STORES	\$406.61
ELITE K9 INC	Police Administration	PET SHOPS-PET FOOD AND SUPPLY STORES	(\$399.95)
<i>ELITE K9 INC - Total For Police Administration</i>			<i>\$6.66</i>

ELITE K9 INC - ALL DEPARTMENTS**\$6.66****EMERGENCY MEDICAL DI**

EMERGENCY MEDICAL DI	Fire Administration	Medical Director October 2019	\$899.40
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<i>EMERGENCY MEDICAL DI - Total For Fire Administration</i>			<i>\$899.40</i>
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EMERGENCY MEDICAL DI - ALL DEPARTMENTS**\$899.40****EMPLOYEE REIMBURSEME**

EMPLOYEE REIMBURSEME	Balefill - Dispatch	Boot Reimbursement	\$120.11
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<i>EMPLOYEE REIMBURSEME - Total For Balefill - Dispatch</i>			<i>\$120.11</i>
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EMPLOYEE REIMBURSEME	Cemetery	Boot/Clothing Reimbursement	\$284.98
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<i>EMPLOYEE REIMBURSEME - Total For Cemetery</i>			<i>\$284.98</i>
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EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Boot Reimbursement	\$150.00
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<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$150.00</i>
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EMPLOYEE REIMBURSEME	Regional Water Operations	Boot Reimbursement	\$120.99
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<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			<i>\$120.99</i>
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EMPLOYEE REIMBURSEME	Streets	Boot Reimbursement	\$147.59
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<i>EMPLOYEE REIMBURSEME - Total For Streets</i>			<i>\$147.59</i>
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EMPLOYEE REIMBURSEME - ALL DEPARTMENTS**\$823.67****ENERGY LABORATORIES**

ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
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ENERGY LABORATORIES	Regional Water Operations	Lab Test BCT	\$27.00
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ENERGY LABORATORIES	Regional Water Operations	Lab Test 1/4 DBP	\$2,722.00
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<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$2,980.00</i>
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ENERGY LABORATORIES	Water - Distribution	LAB TESTING	\$660.00
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<i>ENERGY LABORATORIES - Total For Water - Distribution</i>			<i>\$660.00</i>
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ENERGY LABORATORIES	Water - Tanks	LAB TESTING	\$352.00
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ENERGY LABORATORIES	Water - Tanks	LAB TESTING	\$314.50
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<i>ENERGY LABORATORIES - Total For Water - Tanks</i>			<i>\$666.50</i>
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ENERGY LABORATORIES	WWTP - Operations	Influent/Effluent testing	\$1,288.00
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<i>ENERGY LABORATORIES - Total For WWTP - Operations</i>			<i>\$1,288.00</i>
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ENERGY LABORATORIES - ALL DEPARTMENTS**\$5,594.50****ENGINEERING DESIGN A**

ENGINEERING DESIGN A	Buildings & Structures Fund	Estimate for HVAC Replacements Project SAFE	\$1,650.00
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<i>ENGINEERING DESIGN A - Total For Buildings & Structures Fund</i>			<i>\$1,650.00</i>
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ENGINEERING DESIGN A	Capital Projects Fund	Hogadon Air Conditioning Engin	\$1,267.50
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ENGINEERING DESIGN A	Capital Projects Fund	Design - Metro Kennel HVAC	\$2,957.50
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<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$4,225.00</i>
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ENGINEERING DESIGN A - ALL DEPARTMENTS**\$5,875.00****ETOLL BUDGET**

ETOLL BUDGET	Police Administration	TOLLS, ROAD AND BRIDGE FEES	\$1.50
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<i>ETOLL BUDGET - Total For Police Administration</i>			<i>\$1.50</i>
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ETOLL BUDGET - ALL DEPARTMENTS**\$1.50****Etsy.com - MadePrett**

Etsy.com - MadePrett	Ft. Caspar	Refund of sales tax for purchase of tent	(\$9.00)
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<i>Etsy.com - MadePrett - Total For Ft. Caspar</i>			<i>(\$9.00)</i>
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Etsy.com - MadePrett - ALL DEPARTMENTS**(\$9.00)****EXECUCAR AFFILIATES**

EXECUCAR AFFILIATES	City Attorney	TRANSPORTATION SERVICES NOT ELSEWHERE C	\$45.60
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<i>EXECUCAR AFFILIATES - Total For City Attorney</i>			<i>\$45.60</i>
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EXECUCAR AFFILIATES - ALL DEPARTMENTS**\$45.60****EXPERIAN EXP PAY CC**

EXPERIAN EXP PAY CC	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$210.89
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<i>EXPERIAN EXP PAY CC - Total For Police Administration</i>			<i>\$210.89</i>
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EXPERIAN EXP PAY CC - ALL DEPARTMENTS**\$210.89****EXXONMOBIL**

EXXONMOBIL	Operations	Fuel	\$25.11
EXXONMOBIL	Operations	Fuel	\$25.56
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$34.54
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$47.27
EXXONMOBIL	Operations	Fuel	\$14.33
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$20.81
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$26.75
EXXONMOBIL	Operations	Good 2 Go - Fuel	\$21.30
EXXONMOBIL	Operations	Good 2 Go Fuel	\$57.97
EXXONMOBIL	Operations	Fuel	\$41.72
<i>EXXONMOBIL - Total For Operations</i>			<i>\$315.36</i>
EXXONMOBIL	Police Administration	SERVICE STATIONS	\$20.00
EXXONMOBIL	Police Administration	AUTOMATED FUEL DISPENSERS	\$32.45
<i>EXXONMOBIL - Total For Police Administration</i>			<i>\$52.45</i>
EXXONMOBIL - ALL DEPARTMENTS			\$367.81

FACEBK MVP8EREKH2

FACEBK MVP8EREKH2	Sewer Fund - Stormwater	ADVERTISING SERVICES	\$1.80
<i>FACEBK MVP8EREKH2 - Total For Sewer Fund - Stormwater</i>			<i>\$1.80</i>
FACEBK MVP8EREKH2 - ALL DEPARTMENTS			\$1.80

FASTENAL COMPANY

FASTENAL COMPANY	Water - Distribution	Nylock nuts/bolts for trench box	\$19.64
<i>FASTENAL COMPANY - Total For Water - Distribution</i>			<i>\$19.64</i>
FASTENAL COMPANY - ALL DEPARTMENTS			\$19.64

FEDEX 776568379988

FEDEX 776568379988	Fire Administration	Shipment for gear repair	\$21.28
<i>FEDEX 776568379988 - Total For Fire Administration</i>			<i>\$21.28</i>
FEDEX 776568379988 - ALL DEPARTMENTS			\$21.28

FEDEX 99509172

FEDEX 99509172	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$21.71
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<i>FEDEX 99509172 - Total For Police Administration</i>			<i>\$21.71</i>
FEDEX 99509172 - ALL DEPARTMENTS			\$21.71

FEDEX 99635874

FEDEX 99635874	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$27.86
<i>FEDEX 99635874 - Total For Police Administration</i>			<i>\$27.86</i>
FEDEX 99635874 - ALL DEPARTMENTS			\$27.86

FEDEX OFFIC942000094

FEDEX OFFIC942000094	Code Enforcement	QUICK-COPY AND REPRODUCTION	\$25.50
<i>FEDEX OFFIC942000094 - Total For Code Enforcement</i>			<i>\$25.50</i>
FEDEX OFFIC942000094	Ft. Caspar	Exhibit Production - Scanning	\$32.89
<i>FEDEX OFFIC942000094 - Total For Ft. Caspar</i>			<i>\$32.89</i>
FEDEX OFFIC942000094 - ALL DEPARTMENTS			\$58.39

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	Toilet repair	\$242.16
<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>			<i>\$242.16</i>
FERGUSON ENTERPRISES	Water - Distribution	PIPE SAW BLADES & DRESSER COUPLINGS	\$980.92
FERGUSON ENTERPRISES	Water - Distribution	SADDLE RETURN	(\$501.05)
<i>FERGUSON ENTERPRISES - Total For Water - Distribution</i>			<i>\$479.87</i>
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$722.03

FIRE DEPARTMENT SAFE

FIRE DEPARTMENT SAFE	Fire Administration	Membership Fee	\$99.00
<i>FIRE DEPARTMENT SAFE - Total For Fire Administration</i>			<i>\$99.00</i>
FIRE DEPARTMENT SAFE	Training	Materials for FDSOA Conference	\$85.00
FIRE DEPARTMENT SAFE	Training	2020 Annual Health and Safety Conference Regi	\$845.00
<i>FIRE DEPARTMENT SAFE - Total For Training</i>			<i>\$930.00</i>
FIRE DEPARTMENT SAFE - ALL DEPARTMENTS			\$1,029.00

FIREROCK STEAKHOUSE

FIREROCK STEAKHOUSE	City Manager	InfoShare Lunch Meeting	\$50.42
<i>FIREROCK STEAKHOUSE - Total For City Manager</i>			<i>\$50.42</i>
FIREROCK STEAKHOUSE - ALL DEPARTMENTS			\$50.42

FIRST DATA MERCHANT

FIRST DATA MERCHANT	Balefill - Dispatch	September 2019 Credit Card Fees	\$3,362.00
<i>FIRST DATA MERCHANT - Total For Balefill - Dispatch</i>			<i>\$3,362.00</i>
FIRST DATA MERCHANT	Code Enforcement	September 2019 Credit Card Fees	\$239.02
<i>FIRST DATA MERCHANT - Total For Code Enforcement</i>			<i>\$239.02</i>
FIRST DATA MERCHANT	Customer Service	September 2019 Credit Card Fees	\$2,625.75
<i>FIRST DATA MERCHANT - Total For Customer Service</i>			<i>\$2,625.75</i>
FIRST DATA MERCHANT	Ft. Caspar	September 2019 Credit Card Fees	\$118.73
<i>FIRST DATA MERCHANT - Total For Ft. Caspar</i>			<i>\$118.73</i>
FIRST DATA MERCHANT	Metro Animal Fund - Admin	September 2019 Credit Card Fees	\$41.57
<i>FIRST DATA MERCHANT - Total For Metro Animal Fund - Admin</i>			<i>\$41.57</i>
FIRST DATA MERCHANT	Municipal Court	September 2019 Credit Card fees	\$252.81
<i>FIRST DATA MERCHANT - Total For Municipal Court</i>			<i>\$252.81</i>
FIRST DATA MERCHANT - ALL DEPARTMENTS			\$6,639.88

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Police Administration	Deposit Tickets	\$45.45
<i>FIRST INTERSTATE BAN - Total For Police Administration</i>			<i>\$45.45</i>
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$45.45

FOREMANS QUALITY MAC

FOREMANS QUALITY MAC	WWTP - Operations	Shaft keyways	\$751.88
FOREMANS QUALITY MAC	WWTP - Operations	Flight pins	\$1,794.00
FOREMANS QUALITY MAC	WWTP - Operations	Flight pins	\$1,794.00
FOREMANS QUALITY MAC	WWTP - Operations	Flight pins	\$1,794.00
<i>FOREMANS QUALITY MAC - Total For WWTP - Operations</i>			<i>\$6,133.88</i>
FOREMANS QUALITY MAC - ALL DEPARTMENTS			\$6,133.88

FORT CASPAR MUSEUM A

FORT CASPAR MUSEUM A	Ft. Caspar	Fort Caspar Ghost Tours	\$1,479.00
<i>FORT CASPAR MUSEUM A - Total For Ft. Caspar</i>			<i>\$1,479.00</i>
FORT CASPAR MUSEUM A - ALL DEPARTMENTS			\$1,479.00

FRONTLINE SELLING LL

FRONTLINE SELLING LL	Operations	Fraudulent Charges (Later Credited)	\$785.00
FRONTLINE SELLING LL	Operations	Fraudulent Charges Removed	(\$785.00)
<i>FRONTLINE SELLING LL - Total For Operations</i>			<i>\$0.00</i>
FRONTLINE SELLING LL - ALL DEPARTMENTS			\$0.00

GALLES GREENHOUSE

GALLES GREENHOUSE	Parks - Urban Foetry	Tree Purchase for downtown tree replacement	\$258.74
<i>GALLES GREENHOUSE - Total For Parks - Urban Foetry</i>			<i>\$258.74</i>
GALLES GREENHOUSE - ALL DEPARTMENTS			\$258.74

GARY MARSH, INC.

GARY MARSH, INC.	Golf - Rental	October 2019 Green and Cart Fee Percentages	\$1,839.83
<i>GARY MARSH, INC. - Total For Golf - Rental</i>			<i>\$1,839.83</i>
GARY MARSH, INC. - ALL DEPARTMENTS			\$1,839.83

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Dispatch	Closed Landfill Remediation Project	\$2,431.81
GOLDER ASSOCIATES	Balefill - Dispatch	19-011 Design/Budget Closed Landfill remediati	\$1,853.75
GOLDER ASSOCIATES	Balefill - Dispatch	5 Year Air Emissions Monitoring 18-004	\$2,535.00
<i>GOLDER ASSOCIATES - Total For Balefill - Dispatch</i>			<i>\$6,820.56</i>
GOLDER ASSOCIATES	Capital Projects Fund	FIRST STREET REACH ENVIRONMENT	\$16,630.23
GOLDER ASSOCIATES	Capital Projects Fund	FIRST STREET REACH ENVIRONMENT	\$10,025.00
<i>GOLDER ASSOCIATES - Total For Capital Projects Fund</i>			<i>\$26,655.23</i>
GOLDER ASSOCIATES - ALL DEPARTMENTS			\$33,475.79

GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Torch for Rec Center Repairs	\$34.79
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GRAINGER, INC.	Buildings & Structures Fund	Transformer for Rec Center	\$149.95
GRAINGER, INC.	Buildings & Structures Fund	Repair parts for pump room	\$48.29
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$233.03</i>
GRAINGER, INC.	Regional Water Operations	Heat Lamp for Ozone	\$24.69
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$24.69</i>
GRAINGER, INC.	Streets	Propane torch for sodering	\$34.79
<i>GRAINGER, INC. - Total For Streets</i>			<i>\$34.79</i>
GRAINGER, INC.	WWTP - Operations	Motor	\$73.95
<i>GRAINGER, INC. - Total For WWTP - Operations</i>			<i>\$73.95</i>
GRAINGER, INC.	WWTP - Regional Interc	Relay	\$21.32
<i>GRAINGER, INC. - Total For WWTP - Regional Interc</i>			<i>\$21.32</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$387.78

GRAND AMERICA

GRAND AMERICA	Public Saftey Communication	EATING PLACES, RESTAURANTS	\$20.23
<i>GRAND AMERICA - Total For Public Saftey Communication</i>			<i>\$20.23</i>
GRAND AMERICA - ALL DEPARTMENTS			\$20.23

GSG ARCHITECTURE

GSG ARCHITECTURE	Capital Projects Fund	Fire Station No. 5	\$2,451.64
<i>GSG ARCHITECTURE - Total For Capital Projects Fund</i>			<i>\$2,451.64</i>
GSG ARCHITECTURE - ALL DEPARTMENTS			\$2,451.64

GUNNERS METERS

GUNNERS METERS	Water	100- Gasket , 10 -t-10 chamber, 50 gasket	\$590.00
<i>GUNNERS METERS - Total For Water</i>			<i>\$590.00</i>
GUNNERS METERS - ALL DEPARTMENTS			\$590.00

GUS GLOBALSTAR USA

GUS GLOBALSTAR USA	Public Saftey Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$187.36
<i>GUS GLOBALSTAR USA - Total For Public Saftey Communication</i>			<i>\$187.36</i>
GUS GLOBALSTAR USA - ALL DEPARTMENTS			\$187.36

HALFMOON EDUCATION

HALFMOON EDUCATION	City Attorney	MISCELLANEOUS AND RETAIL STORES	\$289.00
<i>HALFMOON EDUCATION - Total For City Attorney</i>			<i>\$289.00</i>
HALFMOON EDUCATION - ALL DEPARTMENTS			\$289.00

HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Pool Chemicals	\$1,882.23
<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			<i>\$1,882.23</i>
HAWKINS, INC. - ALL DEPARTMENTS			\$1,882.23

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Water - Tanks	10MG Reservoir Impr. Study 17-066	\$6,105.49
HDR ENGINEERING, INC	Water - Tanks	10MG Reservoir Impr. Study 17-066	\$505.75
<i>HDR ENGINEERING, INC - Total For Water - Tanks</i>			<i>\$6,611.24</i>
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$6,611.24

HENDERSON DRILLING

HENDERSON DRILLING	Capital Projects Fund	Geoprobe	\$1,604.85
<i>HENDERSON DRILLING - Total For Capital Projects Fund</i>			<i>\$1,604.85</i>
HENDERSON DRILLING - ALL DEPARTMENTS			\$1,604.85

HERCULES INDUSTRIES

HERCULES INDUSTRIES	Buildings & Structures Fund	Thermostat for Bale Fill Building	\$23.90
HERCULES INDUSTRIES	Buildings & Structures Fund	Washable filters for Metro	\$991.70
<i>HERCULES INDUSTRIES - Total For Buildings & Structures Fund</i>			<i>\$1,015.60</i>
HERCULES INDUSTRIES - ALL DEPARTMENTS			\$1,015.60

HIE NASHVILLE DT

HIE NASHVILLE DT	City Manager	Lodging while attending ICMA Conference in Na	\$2,519.52
<i>HIE NASHVILLE DT - Total For City Manager</i>			<i>\$2,519.52</i>

HIE NASHVILLE DT - ALL DEPARTMENTS**\$2,519.52****HOBBY-LOBBY #0233**

HOBBY-LOBBY #0233	Ft. Caspar	Exhibit Furniture	\$99.98
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<i>HOBBY-LOBBY #0233 - Total For Ft. Caspar</i>			<i>\$99.98</i>
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HOBBY-LOBBY #0233 - ALL DEPARTMENTS**\$99.98****HODGES MARINE**

HODGES MARINE	Operations	First Watch Responder Water Helmet	\$112.52
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<i>HODGES MARINE - Total For Operations</i>			<i>\$112.52</i>
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HODGES MARINE - ALL DEPARTMENTS**\$112.52****HOLIDAY INN EXPRESS**

HOLIDAY INN EXPRESS	Streets	Room for IMSA trianing	\$269.98
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HOLIDAY INN EXPRESS	Streets	Room for IMSA training	\$674.95
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HOLIDAY INN EXPRESS	Streets	Room for IMSA training	\$463.68
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<i>HOLIDAY INN EXPRESS - Total For Streets</i>			<i>\$1,408.61</i>
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HOLIDAY INN EXPRESS - ALL DEPARTMENTS**\$1,408.61****HOMAX OIL SALES INC**

HOMAX OIL SALES INC	Capital Projects Fund	Glycol for Senior Center	\$391.25
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<i>HOMAX OIL SALES INC - Total For Capital Projects Fund</i>			<i>\$391.25</i>
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HOMAX OIL SALES INC	WWTP - Operations	Kerosene	\$198.61
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<i>HOMAX OIL SALES INC - Total For WWTP - Operations</i>			<i>\$198.61</i>
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HOMAX OIL SALES INC - ALL DEPARTMENTS**\$589.86****HOMAX OIL SALES, INC**

HOMAX OIL SALES, INC	Balefill - Dispatch	Bulk Fuel	\$22,329.11
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HOMAX OIL SALES, INC	Balefill - Dispatch	Fluids for Equipment Bldg	\$2,697.17
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<i>HOMAX OIL SALES, INC - Total For Balefill - Dispatch</i>			<i>\$25,026.28</i>
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HOMAX OIL SALES, INC	Fleet Maintenance Fund	Def Bulk	\$1,056.00
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<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$1,056.00</i>
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HOMAX OIL SALES, INC - ALL DEPARTMENTS**\$26,082.28****HOMEDEPOT.COM**

HOMEDEPOT.COM	Rec Cener - Sports Prog	tool bag back packs for our crew trucks	\$125.50
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<i>HOMEDEPOT.COM - Total For Rec Cener - Sports Prog</i>			<i>\$125.50</i>
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HOMEDEPOT.COM - ALL DEPARTMENTS**\$125.50****HOSE & RUBBER SUPPLY**

HOSE & RUBBER SUPPLY	Sewer Fund - Collection	Crimp assembly	\$60.33
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<i>HOSE & RUBBER SUPPLY - Total For Sewer Fund - Collection</i>			<i>\$60.33</i>
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HOSE & RUBBER SUPPLY	Water - Distribution	Suction hose for pump (273)	\$149.20
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<i>HOSE & RUBBER SUPPLY - Total For Water - Distribution</i>			<i>\$149.20</i>
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HOSE & RUBBER SUPPLY	Water - Tanks	Seal lines for boosters	\$113.41
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<i>HOSE & RUBBER SUPPLY - Total For Water - Tanks</i>			<i>\$113.41</i>
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HOSE & RUBBER SUPPLY - ALL DEPARTMENTS**\$322.94****HOTELBOOKINGSERVFEE**

HOTELBOOKINGSERVFEE	Police Administration	LODGING, HOTELS, MOTELS, RESORTS	\$7.99
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<i>HOTELBOOKINGSERVFEE - Total For Police Administration</i>			<i>\$7.99</i>
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HOTELBOOKINGSERVFEE - ALL DEPARTMENTS**\$7.99****HOWARD SUPPLY COMPAN**

HOWARD SUPPLY COMPAN	Water - Distribution	eyebolts for trench box	\$16.30
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<i>HOWARD SUPPLY COMPAN - Total For Water - Distribution</i>			<i>\$16.30</i>
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HOWARD SUPPLY COMPAN - ALL DEPARTMENTS**\$16.30****I/O SOLUTIONS,**

I/O SOLUTIONS,	Public Saftey Communication	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$100.00
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<i>I/O SOLUTIONS, - Total For Public Saftey Communication</i>			<i>\$100.00</i>
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I/O SOLUTIONS, - ALL DEPARTMENTS**\$100.00**

IACP

IACP	Police Administration	MEMBERSHIP ORGANIZATIONS NOT ELSEWHER	\$500.00
<i>IACP - Total For Police Administration</i>			<i>\$500.00</i>
IACP - ALL DEPARTMENTS			\$500.00

IMLSS COLORADO

IMLSS COLORADO	Balefill - Dispatch	Door Closure device for Solid Waste Building	\$624.64
<i>IMLSS COLORADO - Total For Balefill - Dispatch</i>			<i>\$624.64</i>
IMLSS COLORADO	Buildings & Structures Fund	Replacement lock for the Rec Center	\$478.20
IMLSS COLORADO	Buildings & Structures Fund	Locking Keypad for Ice Arena	\$382.13
IMLSS COLORADO	Buildings & Structures Fund	Door hardware for Aquatics Center	\$2,042.62
<i>IMLSS COLORADO - Total For Buildings & Structures Fund</i>			<i>\$2,902.95</i>
IMLSS COLORADO - ALL DEPARTMENTS			\$3,527.59

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Balefill - Dispatch	18-074 SWF Landfill	\$677.50
<i>INBERG-MILLER ENGINE - Total For Balefill - Dispatch</i>			<i>\$677.50</i>
INBERG-MILLER ENGINE	Capital Projects Fund	18-075 13th St. Improvements	\$671.00
<i>INBERG-MILLER ENGINE - Total For Capital Projects Fund</i>			<i>\$671.00</i>
INBERG-MILLER ENGINE - ALL DEPARTMENTS			\$1,348.50

INGRAM BOOK COMPANY

INGRAM BOOK COMPANY	Ft. Caspar	Books for resale in museum store	\$34.02
INGRAM BOOK COMPANY	Ft. Caspar	books for resale in museum store	\$232.17
INGRAM BOOK COMPANY	Ft. Caspar	Books for resale in museum store	\$81.99
<i>INGRAM BOOK COMPANY - Total For Ft. Caspar</i>			<i>\$348.18</i>
INGRAM BOOK COMPANY - ALL DEPARTMENTS			\$348.18

INTEGRATED TECHNOLOG

INTEGRATED TECHNOLOG	Capital Projects Fund	Labor- Upgrade, firmware, PanelView	\$5,280.00
<i>INTEGRATED TECHNOLOG - Total For Capital Projects Fund</i>			<i>\$5,280.00</i>

INTEGRATED TECHNOLOG - ALL DEPARTMENTS**\$5,280.00****INTERNATION**

INTERNATION	City Clerk	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$735.00
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<i>INTERNATION - Total For City Clerk</i>			<i>\$735.00</i>
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INTERNATION - ALL DEPARTMENTS**\$735.00****INTERSTATE ALL BATTE**

INTERSTATE ALL BATTE	Buildings & Structures Fund	Battery for Emergency Lighting at Fort Caspar	\$19.50
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<i>INTERSTATE ALL BATTE - Total For Buildings & Structures Fund</i>			<i>\$19.50</i>
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INTERSTATE ALL BATTE	Regional Water Operations	Batteries for Remote	\$9.00
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<i>INTERSTATE ALL BATTE - Total For Regional Water Operations</i>			<i>\$9.00</i>
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INTERSTATE ALL BATTE - ALL DEPARTMENTS**\$28.50****INTUIT, INC.**

INTUIT, INC.	Ice Arena - Operations	CS Consulting--Calibrate Sherlock Refrigerant De	\$280.00
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<i>INTUIT, INC. - Total For Ice Arena - Operations</i>			<i>\$280.00</i>
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INTUIT, INC.	Operations	CS Consulting - Oxygen O2 Sensor Replacement	\$243.08
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<i>INTUIT, INC. - Total For Operations</i>			<i>\$243.08</i>
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INTUIT, INC.	Police Administration	HEATING, PLUMBING, AIR CONDITIONING CONT	\$350.00
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<i>INTUIT, INC. - Total For Police Administration</i>			<i>\$350.00</i>
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INTUIT, INC.	Training	Johnson and Roberts PHQ Report	\$45.00
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<i>INTUIT, INC. - Total For Training</i>			<i>\$45.00</i>
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INTUIT, INC.	WWTP - Operations	Exhaust fan repair	\$160.00
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<i>INTUIT, INC. - Total For WWTP - Operations</i>			<i>\$160.00</i>
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INTUIT, INC. - ALL DEPARTMENTS**\$1,078.08****J2 EFAK SERVICES**

J2 EFAK SERVICES	Aquatics - Aquatics Classes	FRAUDULENT CHARGE - CONTINUITY/SUBSCRIP	\$16.95
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J2 EFAK SERVICES	Aquatics - Aquatics Classes	FRAUDULENT CHARGE - CONTINUITY/SUBSCRIP	\$26.95
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<i>J2 EFAK SERVICES - Total For Aquatics - Aquatics Classes</i>			<i>\$43.90</i>
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J2 EFAK SERVICES - ALL DEPARTMENTS**\$43.90**

JOHNNY APPLESEED, IN

JOHNNY APPLESEED, IN	Parks - Urban Foetry	Replacement trees for downtown planting	\$480.00
<i>JOHNNY APPLESEED, IN - Total For Parks - Urban Foetry</i>			<i>\$480.00</i>

JOHNNY APPLESEED, IN - ALL DEPARTMENTS **\$480.00**

KEENAN SUPPLY-CASPER

KEENAN SUPPLY-CASPER	WWTP - Operations	RAS pump check valves	\$10,491.82
<i>KEENAN SUPPLY-CASPER - Total For WWTP - Operations</i>			<i>\$10,491.82</i>

KEENAN SUPPLY-CASPER - ALL DEPARTMENTS **\$10,491.82**

KELLY SVCS., INC.

KELLY SVCS., INC.	Balefill - Dispatch	Contract Labor	\$66.33
<i>KELLY SVCS., INC. - Total For Balefill - Dispatch</i>			<i>\$66.33</i>

KELLY SVCS., INC. - ALL DEPARTMENTS **\$66.33**

KEYSTONE RESV

KEYSTONE RESV	State	LODGING, HOTELS, MOTELS, RESORTS	\$549.28
KEYSTONE RESV	State	LODGING, HOTELS, MOTELS, RESORTS	\$549.28
KEYSTONE RESV	State	LODGING, HOTELS, MOTELS, RESORTS	\$549.28
<i>KEYSTONE RESV - Total For State</i>			<i>\$1,647.84</i>

KEYSTONE RESV - ALL DEPARTMENTS **\$1,647.84**

KISTLER TENT AND AWN

KISTLER TENT AND AWN	Operations	Replace Zipper	\$55.00
<i>KISTLER TENT AND AWN - Total For Operations</i>			<i>\$55.00</i>

KISTLER TENT AND AWN - ALL DEPARTMENTS **\$55.00**

KIWANIS CLUB

KIWANIS CLUB	City Attorney	John Henley Quarterly Dues	\$228.00
<i>KIWANIS CLUB - Total For City Attorney</i>			<i>\$228.00</i>

KIWANIS CLUB - ALL DEPARTMENTS**\$228.00****KNIFE RIVER/JTL**

KNIFE RIVER/JTL	Capital Projects Fund	2018 Arterials & Collectors 17-093	\$10,960.72
KNIFE RIVER/JTL	Capital Projects Fund	Arterials and Collectors 17-093	312,371.83
<i>KNIFE RIVER/JTL - Total For Capital Projects Fund</i>			<i>\$323,332.55</i>
KNIFE RIVER/JTL	Sewer Fund - Collection	Arterials and Collectors 17-093	\$72,579.25
KNIFE RIVER/JTL	Sewer Fund - Collection	2018 Arterials & Collectors 17-093	\$2,713.94
<i>KNIFE RIVER/JTL - Total For Sewer Fund - Collection</i>			<i>\$75,293.19</i>
KNIFE RIVER/JTL	Streets	3/8" Plant Mix	\$396.50
KNIFE RIVER/JTL	Streets	3/8" Plant Mix	\$397.80
KNIFE RIVER/JTL	Streets	3/8" Plant Mix	\$255.45
KNIFE RIVER/JTL	Streets	3/8" 1/2" Plant Mix	\$757.10
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$347.13
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$2,153.98</i>

KNIFE RIVER/JTL - ALL DEPARTMENTS**\$400,779.72****KUBWATER RESOURCES,**

KUBWATER RESOURCES,	WWTP - Operations	Polymer	\$5,618.85
<i>KUBWATER RESOURCES, - Total For WWTP - Operations</i>			<i>\$5,618.85</i>

KUBWATER RESOURCES, - ALL DEPARTMENTS**\$5,618.85****KUM & GO #0934**

KUM & GO #0934	Police Administration	AUTOMATED FUEL DISPENSERS	\$23.60
<i>KUM & GO #0934 - Total For Police Administration</i>			<i>\$23.60</i>

KUM & GO #0934 - ALL DEPARTMENTS**\$23.60****L.N. CURTIS & SONS I**

L.N. CURTIS & SONS I	Capital Projects Fund	Nozzle Replacement	\$10,755.00
<i>L.N. CURTIS & SONS I - Total For Capital Projects Fund</i>			<i>\$10,755.00</i>

L.N. CURTIS & SONS I - ALL DEPARTMENTS**\$10,755.00**

LAW OFFICE OF HAMPTO

LAW OFFICE OF HAMPTO	City Manager	October 2019 Public Defender	\$1,350.00
<i>LAW OFFICE OF HAMPTO - Total For City Manager</i>			<i>\$1,350.00</i>
LAW OFFICE OF HAMPTO - ALL DEPARTMENTS			\$1,350.00

LEERBURG

LEERBURG	Police Administration	MISCELLANEOUS PERSONAL SERVICES	\$131.99
<i>LEERBURG - Total For Police Administration</i>			<i>\$131.99</i>
LEERBURG - ALL DEPARTMENTS			\$131.99

LIFEGUARD STORE

LIFEGUARD STORE	Aquatics - Operations	Pocket Mask Kits and Hip Packs for Lifeguards	\$328.75
<i>LIFEGUARD STORE - Total For Aquatics - Operations</i>			<i>\$328.75</i>
LIFEGUARD STORE	Aquatics - Pool	Pocket Mask Kits and Hip Packs for Lifeguards	\$328.75
<i>LIFEGUARD STORE - Total For Aquatics - Pool</i>			<i>\$328.75</i>
LIFEGUARD STORE - ALL DEPARTMENTS			\$657.50

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Dispatch	Cleaning Scale, Miller House Final Clean	\$800.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Dispatch</i>			<i>\$800.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$800.00

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Capital Projects Fund	Senior Center Boiler Maintenance	\$2,478.00
<i>LONG BUILDING TECHNO - Total For Capital Projects Fund</i>			<i>\$2,478.00</i>
LONG BUILDING TECHNO	Regional Water Operations	Oct-Dec 2019 Maintenance Agreement	\$4,237.25
LONG BUILDING TECHNO	Regional Water Operations	Troubleshoot Ozone Boiler	\$790.97
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$5,028.22</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$7,506.22

LOWER & CO.

LOWER & CO.	Buildings & Structures Fund	Training Facility Burn Building Assessment Proje	\$1,800.00
<i>LOWER & CO. - Total For Buildings & Structures Fund</i>			<i>\$1,800.00</i>
LOWER & CO.	RWS - Booster Stations	Wardwell Pedestal Water Tank Assessment	\$900.00
<i>LOWER & CO. - Total For RWS - Booster Stations</i>			<i>\$900.00</i>
LOWER & CO. - ALL DEPARTMENTS			\$2,700.00

MAGNET FORENSICS USA

MAGNET FORENSICS USA	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$2,000.00
<i>MAGNET FORENSICS USA - Total For Police Administration</i>			<i>\$2,000.00</i>
MAGNET FORENSICS USA - ALL DEPARTMENTS			\$2,000.00

MARTINS BBQ JOINT

MARTINS BBQ JOINT	City Manager	Meal while attending ICMA Conference in Nashv	\$28.16
<i>MARTINS BBQ JOINT - Total For City Manager</i>			<i>\$28.16</i>
MARTINS BBQ JOINT - ALL DEPARTMENTS			\$28.16

MCCOY SALES CORPORAT

MCCOY SALES CORPORAT	Balefill - Dispatch	HOSE REELS FOR COMPOST EQUIP BLDG	\$1,053.54
<i>MCCOY SALES CORPORAT - Total For Balefill - Dispatch</i>			<i>\$1,053.54</i>
MCCOY SALES CORPORAT - ALL DEPARTMENTS			\$1,053.54

MCDONALD'S F13573

MCDONALD'S F13573	Police Administration	FAST FOOD RESTAURANTS	\$5.69
<i>MCDONALD'S F13573 - Total For Police Administration</i>			<i>\$5.69</i>
MCDONALD'S F13573 - ALL DEPARTMENTS			\$5.69

MCDONALD'S F8283

MCDONALD'S F8283	Police Administration	FAST FOOD RESTAURANTS	\$7.45
<i>MCDONALD'S F8283 - Total For Police Administration</i>			<i>\$7.45</i>
MCDONALD'S F8283 - ALL DEPARTMENTS			\$7.45

MCMURRY READY MIX CO

MCMURRY READY MIX CO	Streets	2nd and Washington	\$1,156.50
MCMURRY READY MIX CO	Streets	2nd and Washington	\$1,783.25

MCMURRY READY MIX CO - Total For Streets \$2,939.75

MCMURRY READY MIX CO - ALL DEPARTMENTS **\$2,939.75**

MENARDS CASPER WY

MENARDS CASPER WY	Buildings & Structures Fund	Door for Ice Arena	\$89.00
MENARDS CASPER WY	Buildings & Structures Fund	Air grills for PD Shooter's Shed	\$69.24
MENARDS CASPER WY	Buildings & Structures Fund	Air grills for PD Shooter's Shed	\$80.20
MENARDS CASPER WY	Buildings & Structures Fund	Metal for Police Portico	\$29.97

MENARDS CASPER WY - Total For Buildings & Structures Fund \$268.41

MENARDS CASPER WY	Sewer Fund - Collection	safety supplies	\$58.23
MENARDS CASPER WY	Sewer Fund - Collection	safety supplies	\$29.99
MENARDS CASPER WY	Sewer Fund - Collection	safety supplies	(\$60.19)
MENARDS CASPER WY	Sewer Fund - Collection	safety supplies	\$60.19
MENARDS CASPER WY	Sewer Fund - Collection	office and shop supplies	\$36.25
MENARDS CASPER WY	Sewer Fund - Collection	safety supplies	\$49.99
MENARDS CASPER WY	Sewer Fund - Collection	shovels for 660317	\$35.94
MENARDS CASPER WY	Sewer Fund - Collection	Safety Supplies	\$49.99

MENARDS CASPER WY - Total For Sewer Fund - Collection \$260.39

MENARDS CASPER WY	Water - Distribution	1" couplings	\$53.75
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MENARDS CASPER WY - Total For Water - Distribution \$53.75

MENARDS CASPER WY - ALL DEPARTMENTS **\$582.55**

MENARDS CHEYENNE WY

MENARDS CHEYENNE WY	Sewer Fund - Collection	Refund for tax	(\$6.00)
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MENARDS CHEYENNE WY - Total For Sewer Fund - Collection (\$6.00)

MENARDS CHEYENNE WY - ALL DEPARTMENTS **(\$6.00)**

Menards E-Commerce

Menards E-Commerce	Operations	Safety Cabinet	\$479.85
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Menards E-Commerce - Total For Operations \$479.85

Menards E-Commerce - ALL DEPARTMENTS**\$479.85****MERBACK AWARDS COMPA**

MERBACK AWARDS COMPA	Operations	Name Tag and Service Bar for Uniform	\$30.19
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<i>MERBACK AWARDS COMPA - Total For Operations</i>			<i>\$30.19</i>
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MERBACK AWARDS COMPA - ALL DEPARTMENTS**\$30.19****MOTION INDUSTRIES**

MOTION INDUSTRIES	WWTP - Operations	Shaft collars	\$184.54
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<i>MOTION INDUSTRIES - Total For WWTP - Operations</i>			<i>\$184.54</i>
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MOTION INDUSTRIES - ALL DEPARTMENTS**\$184.54****MOTOROLA SOLUTIONS**

MOTOROLA SOLUTIONS	Public Saftey Communication	Astro Maintenance Nov. 2019	\$6,163.50
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MOTOROLA SOLUTIONS	Public Saftey Communication	Astro Maintenance Dec. 19	\$3,954.33
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<i>MOTOROLA SOLUTIONS - Total For Public Saftey Communication</i>			<i>\$10,117.83</i>
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MOTOROLA SOLUTIONS - ALL DEPARTMENTS**\$10,117.83****MOUNTAIN STATES LITH**

MOUNTAIN STATES LITH	Fire Administration	Fire Hydrant Meter Permit	\$155.06
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<i>MOUNTAIN STATES LITH - Total For Fire Administration</i>			<i>\$155.06</i>
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MOUNTAIN STATES LITH	Police Administration	MISCELLANEOUS PUBLISHING & PRINTING	\$721.82
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<i>MOUNTAIN STATES LITH - Total For Police Administration</i>			<i>\$721.82</i>
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MOUNTAIN STATES LITH	Rec Center - Admin	BUSINESS CARDS - LUERS, PRICE	\$86.48
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<i>MOUNTAIN STATES LITH - Total For Rec Center - Admin</i>			<i>\$86.48</i>
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MOUNTAIN STATES LITH - ALL DEPARTMENTS**\$963.36****MOUNTAIN STATES PLAS**

MOUNTAIN STATES PLAS	Refuse - Residential	Parks Trash Container Bags and for Solid Waste	\$5,871.90
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<i>MOUNTAIN STATES PLAS - Total For Refuse - Residential</i>			<i>\$5,871.90</i>
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MOUNTAIN STATES PLAS - ALL DEPARTMENTS**\$5,871.90**

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Golf - Operations	Internet Service for 19th Hole Restaurant	\$49.95
<i>MOUNTAIN WEST TELEPH - Total For Golf - Operations</i>			<i>\$49.95</i>
MOUNTAIN WEST TELEPH	Information Services	Enterprise Internet Service acct. 0000003191	\$2,000.00
<i>MOUNTAIN WEST TELEPH - Total For Information Services</i>			<i>\$2,000.00</i>
MOUNTAIN WEST TELEPH - ALL DEPARTMENTS			\$2,049.95

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Operations	Fuel mix, Gallon Bar and, chain oil	\$421.66
MURDOCH'S RANCH&HOM	Operations	Automotive Parts	\$564.87
<i>MURDOCH'S RANCH&HOME - Total For Operations</i>			<i>\$986.53</i>
MURDOCH'S RANCH&HOME - ALL DEPARTMENTS			\$986.53

MYRON CORP

MYRON CORP	Metro Animal Fund - Admin	CATALOG MERCHANTS	\$473.26
<i>MYRON CORP - Total For Metro Animal Fund - Admin</i>			<i>\$473.26</i>
MYRON CORP - ALL DEPARTMENTS			\$473.26

NACE INTERNATIONAL

NACE INTERNATIONAL	Water - Distribution	LOCKWOOD MEMBERSHIP ANNUAL	\$145.00
<i>NACE INTERNATIONAL - Total For Water - Distribution</i>			<i>\$145.00</i>
NACE INTERNATIONAL - ALL DEPARTMENTS			\$145.00

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Balefill - Dispatch	Parts for Solid Waste Project	\$9.07
<i>NAPA AUTO PARTS CORP - Total For Balefill - Dispatch</i>			<i>\$9.07</i>
NAPA AUTO PARTS CORP	Buildings & Structures Fund	Electrical repair parts for Recreation Center	\$64.95
<i>NAPA AUTO PARTS CORP - Total For Buildings & Structures Fund</i>			<i>\$64.95</i>
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	September 2019 Supplies	\$83,481.15
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	September 2019 Supplies	\$114.63
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	September 2019 Supplies	\$2,645.53
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	September 2019 Supplies	\$12,791.74

<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$99,033.05</i>
NAPA AUTO PARTS CORP	Operations	Oil Dry	\$689.25
<i>NAPA AUTO PARTS CORP - Total For Operations</i>			<i>\$689.25</i>
NAPA AUTO PARTS CORP	Water - Distribution	BRAKLEEN	\$10.76
NAPA AUTO PARTS CORP	Water - Distribution	FUSES	\$29.52
<i>NAPA AUTO PARTS CORP - Total For Water - Distribution</i>			<i>\$40.28</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$99,836.60

NATIONAL ANIMAL CARE

NATIONAL ANIMAL CARE	Metro Animal Fund - Admin	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$595.00
<i>NATIONAL ANIMAL CARE - Total For Metro Animal Fund - Admin</i>			<i>\$595.00</i>
NATIONAL ANIMAL CARE - ALL DEPARTMENTS			\$595.00

NATIONAL ASSOC FOR I

NATIONAL ASSOC FOR I	Ft. Caspar	Training	\$150.00
<i>NATIONAL ASSOC FOR I - Total For Ft. Caspar</i>			<i>\$150.00</i>
NATIONAL ASSOC FOR I - ALL DEPARTMENTS			\$150.00

NATIONAL EMERGENCY T

NATIONAL EMERGENCY T	Code Enforcement	EMI Meal Plan	\$133.76
<i>NATIONAL EMERGENCY T - Total For Code Enforcement</i>			<i>\$133.76</i>
NATIONAL EMERGENCY T - ALL DEPARTMENTS			\$133.76

NATIONAL SKI PATROL

NATIONAL SKI PATROL	Cemetery	OUTDOOR EMERGENCY CARE TRAINING JERAMI	\$60.00
<i>NATIONAL SKI PATROL - Total For Cemetery</i>			<i>\$60.00</i>
NATIONAL SKI PATROL - ALL DEPARTMENTS			\$60.00

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	July 2019 Prisoner Housing	121,513.35
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$121,513.35</i>
NATRONA COUNTY OFFIC	Social Community Services	Oct 2019 Tax Revenues	\$45,000.00

NATRONA COUNTY OFFIC - Total For Social Community Services \$45,000.00

NATRONA COUNTY OFFIC - ALL DEPARTMENTS \$166,513.35

NOLAND FEED

NOLAND FEED Hogadon - Operations Straw and Burlap Bags \$72.30

NOLAND FEED - Total For Hogadon - Operations \$72.30

NOLAND FEED Metro Animal Fund - Admin VARIETY STORES \$266.20

NOLAND FEED Metro Animal Fund - Admin VARIETY STORES \$519.16

NOLAND FEED - Total For Metro Animal Fund - Admin \$785.36

NOLAND FEED - ALL DEPARTMENTS \$857.66

NORCO, INC.

NORCO, INC. Aquatics - Operations LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL \$13.87

NORCO, INC. Aquatics - Operations Cleaning Supplies \$11.00

NORCO, INC. - Total For Aquatics - Operations \$24.87

NORCO, INC. Aquatics - Pool Cleaning Supplies \$57.55

NORCO, INC. - Total For Aquatics - Pool \$57.55

NORCO, INC. Balefill - Dispatch Wire for Solid Waste Project \$107.45

NORCO, INC. - Total For Balefill - Dispatch \$107.45

NORCO, INC. Buildings & Structures Fund Welding Shop Supplies \$11.33

NORCO, INC. Buildings & Structures Fund Exit Signs for City Hall and Metro \$82.98

NORCO, INC. Buildings & Structures Fund Shop Supplies \$25.69

NORCO, INC. Buildings & Structures Fund Custodial Supplies for City Hall \$281.19

NORCO, INC. Buildings & Structures Fund Toilet Paper for City Hall \$314.28

NORCO, INC. Buildings & Structures Fund BAS tools - extension cord for welder \$87.76

NORCO, INC. - Total For Buildings & Structures Fund \$803.23

NORCO, INC. Metro Animal Fund - Admin GLOVES & SUPPLIES \$272.17

NORCO, INC. - Total For Metro Animal Fund - Admin \$272.17

NORCO, INC. Rec Center - Operations LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL \$261.40

NORCO, INC. - Total For Rec Center - Operations \$261.40

NORCO, INC. WWTP - Operations Gloves \$67.64

NORCO, INC. WWTP - Operations Compressed Oxygen, gloves \$114.44

NORCO, INC. - Total For WWTP - Operations \$182.08

NORCO, INC. - ALL DEPARTMENTS**\$1,708.75****NU CPS REGISTRATION**

NU CPS REGISTRATION	Police Administration	COLLEGES, UNIVERSITIES, PROFESSIONAL SCH	\$4,600.00
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<i>NU CPS REGISTRATION - Total For Police Administration</i>			<i>\$4,600.00</i>
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NU CPS REGISTRATION - ALL DEPARTMENTS**\$4,600.00****OLSON AUTOBODY & COL**

OLSON AUTOBODY & COL	Fleet Maintenance Fund	Claim No. 2394CA Unit 101233 Repairs	\$3,099.51
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<i>OLSON AUTOBODY & COL - Total For Fleet Maintenance Fund</i>			<i>\$3,099.51</i>
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OLSON AUTOBODY & COL - ALL DEPARTMENTS**\$3,099.51****ONE CALL OF WY.**

ONE CALL OF WY.	Sewer Fund - Collection	Tickets for Sept. 2019	\$261.56
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<i>ONE CALL OF WY. - Total For Sewer Fund - Collection</i>			<i>\$261.56</i>
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ONE CALL OF WY.	Traffic Control	Monthly Street/Traffic Locates Sept. 2019	\$155.25
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<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$155.25</i>
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ONE CALL OF WY.	Water - Distribution	Tickets for Sept. 2019	\$319.69
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<i>ONE CALL OF WY. - Total For Water - Distribution</i>			<i>\$319.69</i>
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ONE CALL OF WY. - ALL DEPARTMENTS**\$736.50****ORLEANS COURTYARD CA**

ORLEANS COURTYARD CA	Police Administration	EATING PLACES, RESTAURANTS	\$12.98
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ORLEANS COURTYARD CA	Police Administration	EATING PLACES, RESTAURANTS	\$21.64
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ORLEANS COURTYARD CA	Police Administration	EATING PLACES, RESTAURANTS	\$17.31
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ORLEANS COURTYARD CA	Police Administration	EATING PLACES, RESTAURANTS	\$16.90
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ORLEANS COURTYARD CA	Police Administration	EATING PLACES, RESTAURANTS	\$17.85
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ORLEANS COURTYARD CA	Police Administration	EATING PLACES, RESTAURANTS	\$20.69
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ORLEANS COURTYARD CA	Police Administration	EATING PLACES, RESTAURANTS	\$14.06
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<i>ORLEANS COURTYARD CA - Total For Police Administration</i>			<i>\$121.43</i>
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ORLEANS COURTYARD CA - ALL DEPARTMENTS**\$121.43**

ORLEANS FR MKT BUFFE

ORLEANS FR MKT BUFFE	Police Administration	EATING PLACES, RESTAURANTS	\$22.72
ORLEANS FR MKT BUFFE	Police Administration	EATING PLACES, RESTAURANTS	\$24.89
ORLEANS FR MKT BUFFE	Police Administration	EATING PLACES, RESTAURANTS	\$27.89
ORLEANS FR MKT BUFFE	Police Administration	EATING PLACES, RESTAURANTS	\$17.31
ORLEANS FR MKT BUFFE	Police Administration	EATING PLACES, RESTAURANTS	\$24.72

ORLEANS FR MKT BUFFE - Total For Police Administration \$117.53

ORLEANS FR MKT BUFFE - ALL DEPARTMENTS \$117.53

ORLEANS HOTEL

ORLEANS HOTEL	Police Administration	LODGING, HOTELS, MOTELS, RESORTS	\$353.64
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ORLEANS HOTEL - Total For Police Administration \$353.64

ORLEANS HOTEL - ALL DEPARTMENTS \$353.64

ORLEANS PRIME RIB LO

ORLEANS PRIME RIB LO	Police Administration	EATING PLACES, RESTAURANTS	\$39.64
ORLEANS PRIME RIB LO	Police Administration	EATING PLACES, RESTAURANTS	\$42.89

ORLEANS PRIME RIB LO - Total For Police Administration \$82.53

ORLEANS PRIME RIB LO - ALL DEPARTMENTS \$82.53

PACIFIC HIDE AND FUR

PACIFIC HIDE AND FUR	Buildings & Structures Fund	Parts for Aquatics - Basketball hoop straps	\$50.35
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PACIFIC HIDE AND FUR - Total For Buildings & Structures Fund \$50.35

PACIFIC HIDE AND FUR - ALL DEPARTMENTS \$50.35

PAYPAL EBAY INC

PAYPAL EBAY INC	Ft. Caspar	Sales tax could not be dropped but vendor adjus	\$5.03
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PAYPAL EBAY INC - Total For Ft. Caspar \$5.03

PAYPAL EBAY INC - ALL DEPARTMENTS \$5.03

PAYPAL OCCUPATIONW

PAYPAL OCCUPATIONW	Hogadon - Operations	HOGADON SEASONAL RECRUITING 7-DAY POSTI	\$49.00
<i>PAYPAL OCCUPATIONW - Total For Hogadon - Operations</i>			<i>\$49.00</i>
PAYPAL OCCUPATIONW - ALL DEPARTMENTS			\$49.00

PCH INTELIUS

PCH INTELIUS	Aquatics - Aquatics Classes	FRAUDULENT CHARGE - CONTINUITY/SUBSCRIP	\$14.95
<i>PCH INTELIUS - Total For Aquatics - Aquatics Classes</i>			<i>\$14.95</i>
PCH INTELIUS - ALL DEPARTMENTS			\$14.95

PEAK GEOSOLUTIONS/ S

PEAK GEOSOLUTIONS/ S	Balefill - Dispatch	GCCS, O&M Wellfield mont, rept, inspt, analysis	\$2,779.26
<i>PEAK GEOSOLUTIONS/ S - Total For Balefill - Dispatch</i>			<i>\$2,779.26</i>
PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS			\$2,779.26

PELICANCORP (CA)INC

PELICANCORP (CA)INC	Sewer Fund - Collection	Utility Dispatch System	\$1,124.47
<i>PELICANCORP (CA)INC - Total For Sewer Fund - Collection</i>			<i>\$1,124.47</i>
PELICANCORP (CA)INC	Water - Distribution	Utility Dispatch System	\$1,124.47
<i>PELICANCORP (CA)INC - Total For Water - Distribution</i>			<i>\$1,124.47</i>
PELICANCORP (CA)INC - ALL DEPARTMENTS			\$2,248.94

PEPPER TANK & CONTRA

PEPPER TANK & CONTRA	WWTP - Operations	Two DAFT flights	\$400.00
PEPPER TANK & CONTRA	WWTP - Operations	Two DAFT flights	\$800.00
<i>PEPPER TANK & CONTRA - Total For WWTP - Operations</i>			<i>\$1,200.00</i>
PEPPER TANK & CONTRA - ALL DEPARTMENTS			\$1,200.00

PETCO 1456

PETCO 1456	Metro Animal Fund - Admin	PET SHOPS-PET FOOD AND SUPPLY STORES	\$3.59
<i>PETCO 1456 - Total For Metro Animal Fund - Admin</i>			<i>\$3.59</i>
PETCO 1456	Parks - Parks Maint.	Pet safe salt for dog park	\$69.97
<i>PETCO 1456 - Total For Parks - Parks Maint.</i>			<i>\$69.97</i>

PETCO 1456 - ALL DEPARTMENTS**\$73.56****PETSMART #3082**

PETSMART #3082	Police Administration	PET SHOPS-PET FOOD AND SUPPLY STORES	\$163.74
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<i>PETSMART #3082 - Total For Police Administration</i>			<i>\$163.74</i>
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PETSMART #3082 - ALL DEPARTMENTS**\$163.74****PILOT**

PILOT	Police Administration	SERVICE STATIONS	\$8.97
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<i>PILOT - Total For Police Administration</i>			<i>\$8.97</i>
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PILOT - ALL DEPARTMENTS**\$8.97****PLAYITAGAINSP**

PLAYITAGAINSP	Capital Projects Fund	HOCKEY JERSEYS FOR CSS PROGRAMS	\$704.71
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<i>PLAYITAGAINSP - Total For Capital Projects Fund</i>			<i>\$704.71</i>
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PLAYITAGAINSP - ALL DEPARTMENTS**\$704.71****PORT OF SUBS**

PORT OF SUBS	Police Administration	FAST FOOD RESTAURANTS	\$15.67
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<i>PORT OF SUBS - Total For Police Administration</i>			<i>\$15.67</i>
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PORT OF SUBS - ALL DEPARTMENTS**\$15.67****POSTAL PROS, INC.**

POSTAL PROS, INC.	Customer Service	Utility Billing	\$2,848.90
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POSTAL PROS, INC.	Customer Service	Utility Billing	\$370.80
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<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$3,219.70</i>
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POSTAL PROS, INC. - ALL DEPARTMENTS**\$3,219.70****POSTERMYWA POSTERMY**

POSTERMYWA POSTERMY	Hogadon - Operations	Advertizing	\$9.99
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<i>POSTERMYWA POSTERMY - Total For Hogadon - Operations</i>			<i>\$9.99</i>
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POSTERMYWA POSTERMY - ALL DEPARTMENTS **\$9.99**

POWER SYSTEMS WEST C

POWER SYSTEMS WEST C WWTP - Regional Interc Filters \$98.76

POWER SYSTEMS WEST C - Total For WWTP - Regional Interc \$98.76

POWER SYSTEMS WEST C - ALL DEPARTMENTS **\$98.76**

PP WYOMINGWATE

PP WYOMINGWATE Water - Distribution Conference fee for K. Williams \$90.00

PP WYOMINGWATE - Total For Water - Distribution \$90.00

PP WYOMINGWATE WWTP - Operations Training \$220.00

PP WYOMINGWATE WWTP - Operations Training \$220.00

PP WYOMINGWATE - Total For WWTP - Operations \$440.00

PP WYOMINGWATE - ALL DEPARTMENTS **\$530.00**

PRESERVATION SOLUTIO

PRESERVATION SOLUTIO Planning - Admin 18-16 Preservation Plan \$1,250.00

PRESERVATION SOLUTIO - Total For Planning - Admin \$1,250.00

PRESERVATION SOLUTIO - ALL DEPARTMENTS **\$1,250.00**

PUCKETT'S GRO

PUCKETT'S GRO City Manager Meal while attending ICMA Conference in Nashv \$35.38

PUCKETT'S GRO - Total For City Manager \$35.38

PUCKETT'S GRO - ALL DEPARTMENTS **\$35.38**

RACCAS PIZZERIA NAPO

RACCAS PIZZERIA NAPO City Manager Lunch Meeting \$29.68

RACCAS PIZZERIA NAPO - Total For City Manager \$29.68

RACCAS PIZZERIA NAPO - ALL DEPARTMENTS **\$29.68**

RAMADA INN SPOKANE

RAMADA INN SPOKANE	Police Administration	RAMADA INNS	(\$163.99)
<i>RAMADA INN SPOKANE - Total For Police Administration</i>			<i>(\$163.99)</i>
RAMADA INN SPOKANE - ALL DEPARTMENTS			(\$163.99)

RAMSHORN CONSTRUCTIO

RAMSHORN CONSTRUCTIO	Capital Projects Fund	13th Street Impr. 18-075	\$42,792.35
<i>RAMSHORN CONSTRUCTIO - Total For Capital Projects Fund</i>			<i>\$42,792.35</i>
RAMSHORN CONSTRUCTIO - ALL DEPARTMENTS			\$42,792.35

RAYALLEN.COM

RAYALLEN.COM	Police Grants Fund	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$307.97
<i>RAYALLEN.COM - Total For Police Grants Fund</i>			<i>\$307.97</i>
RAYALLEN.COM - ALL DEPARTMENTS			\$307.97

REAL DEAL ECOBLASTIN

REAL DEAL ECOBLASTIN	Fleet Maintenance Fund	Unit 070986 Sand Blast	\$3,500.00
<i>REAL DEAL ECOBLASTIN - Total For Fleet Maintenance Fund</i>			<i>\$3,500.00</i>
REAL DEAL ECOBLASTIN - ALL DEPARTMENTS			\$3,500.00

REVDANCE.TENTH HOUSE

REVDANCE.TENTH HOUSE	Rec Center - Operations	MEN'S AND WOMEN'S CLOTHING STORES	\$1,451.45
<i>REVDANCE.TENTH HOUSE - Total For Rec Center - Operations</i>			<i>\$1,451.45</i>
REVDANCE.TENTH HOUSE - ALL DEPARTMENTS			\$1,451.45

RMI WYOMING INC

RMI WYOMING INC	Buildings & Structures Fund	BAS safety supplies	\$30.69
<i>RMI WYOMING INC - Total For Buildings & Structures Fund</i>			<i>\$30.69</i>
RMI WYOMING INC - ALL DEPARTMENTS			\$30.69

ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S	Regional Water Operations	Chemical - Oxygen	\$7,259.02
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ROCKY MOUNTAIN AIR S - Total For Regional Water Operations \$7,259.02

ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS \$7,259.02

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Electricity	\$4,772.81
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			\$4,772.81
ROCKY MOUNTAIN POWER	Balefill - Dispatch	Closed Balefill Gas System Power	\$355.26
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Dispatch</i>			\$355.26
ROCKY MOUNTAIN POWER	Cemetery	Electricity	\$133.02
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			\$133.02
ROCKY MOUNTAIN POWER	City Center	Electricity	\$869.50
<i>ROCKY MOUNTAIN POWER - Total For City Center</i>			\$869.50
ROCKY MOUNTAIN POWER	City Hall/Campus Buildings	Electricity	\$3,487.52
<i>ROCKY MOUNTAIN POWER - Total For City Hall/Campus Buildings</i>			\$3,487.52
ROCKY MOUNTAIN POWER	Fire Administration	Electricity	\$913.12
ROCKY MOUNTAIN POWER	Fire Administration	Electricity	\$117.49
<i>ROCKY MOUNTAIN POWER - Total For Fire Administration</i>			\$1,030.61
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Electricity	\$3,563.87
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			\$3,563.87
ROCKY MOUNTAIN POWER	Ft. Caspar	Electricity	\$488.71
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar</i>			\$488.71
ROCKY MOUNTAIN POWER	Golf - Operations	Electricity	\$2,437.54
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			\$2,437.54
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity	\$4,247.88
ROCKY MOUNTAIN POWER	Hogadon - Operations	Electricity	\$3,491.65
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$7,739.53
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Electricity	\$5,768.39
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			\$5,768.39
ROCKY MOUNTAIN POWER	Marathon Bldg	Electricity	\$888.17
<i>ROCKY MOUNTAIN POWER - Total For Marathon Bldg</i>			\$888.17
ROCKY MOUNTAIN POWER	Metro Animal Fund - Admin	Electricity	\$883.08
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Fund - Admin</i>			\$883.08
ROCKY MOUNTAIN POWER	Miller St. Dorm	Electricity	\$137.27
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dorm</i>			\$137.27
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Electricity	\$4,058.93

ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Electricity	\$73.76
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			<i>\$4,132.69</i>
ROCKY MOUNTAIN POWER	Public Saftey Communication	Electricity	\$255.64
<i>ROCKY MOUNTAIN POWER - Total For Public Saftey Communication</i>			<i>\$255.64</i>
ROCKY MOUNTAIN POWER	Rec Center - Operations	Electricity	\$3,709.17
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			<i>\$3,709.17</i>
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Electricity	\$338.23
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Electricity	\$58.96
<i>ROCKY MOUNTAIN POWER - Total For Sewer Fund - Collection</i>			<i>\$397.19</i>
ROCKY MOUNTAIN POWER	Traffic Control	Electricity	\$82.93
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$82.93</i>
ROCKY MOUNTAIN POWER	WWTP - Operations	Electricity	\$26,911.13
ROCKY MOUNTAIN POWER	WWTP - Operations	Electricity	\$188.23
<i>ROCKY MOUNTAIN POWER - Total For WWTP - Operations</i>			<i>\$27,099.36</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$68,232.26

Rooter

Rooter	Parks - Parks Maint.	Provide/Install/Service Rented Portable Toilets	\$109.80
Rooter	Parks - Parks Maint.	Provide/Install/Service Rented Portable Toilets	\$373.68
<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$483.48</i>
Rooter - ALL DEPARTMENTS			\$483.48

ROTO ROOTER

ROTO ROOTER	WWTP - Operations	Ran primary scum line	\$454.00
<i>ROTO ROOTER - Total For WWTP - Operations</i>			<i>\$454.00</i>
ROTO ROOTER - ALL DEPARTMENTS			\$454.00

RUSSELL INDUSTRIES I

RUSSELL INDUSTRIES I	Metro Animal Fund - Admin	Single Phase 208V Grinder pump	\$3,817.47
<i>RUSSELL INDUSTRIES I - Total For Metro Animal Fund - Admin</i>			<i>\$3,817.47</i>
RUSSELL INDUSTRIES I - ALL DEPARTMENTS			\$3,817.47

SAFE KIDS WORLDWIDE

SAFE KIDS WORLDWIDE	Training	Course Registration	\$95.00
SAFE KIDS WORLDWIDE	Training	Zach Johnson Car Seat Tech Course Registration	\$95.00
<i>SAFE KIDS WORLDWIDE - Total For Training</i>			<i>\$190.00</i>
SAFE KIDS WORLDWIDE - ALL DEPARTMENTS			\$190.00

SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Balefill - Diver	Oil Filters for Recycling	\$255.00
<i>SAFETY KLEEN SYSTEMS - Total For Balefill - Diver</i>			<i>\$255.00</i>
SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS			\$255.00

SAFETY VISION

SAFETY VISION	Refuse - Residential	CAMERAS ON SANITATION TRUCKS	\$1,996.65
<i>SAFETY VISION - Total For Refuse - Residential</i>			<i>\$1,996.65</i>
SAFETY VISION - ALL DEPARTMENTS			\$1,996.65

SAFEWAY #2667

SAFEWAY #2667	Police Administration	GROCERY STORES, SUPERMARKETS	\$16.17
<i>SAFEWAY #2667 - Total For Police Administration</i>			<i>\$16.17</i>
SAFEWAY #2667 - ALL DEPARTMENTS			\$16.17

SALT LAKE CITY PIZ S

SALT LAKE CITY PIZ S	Police Administration	FAST FOOD RESTAURANTS	\$13.29
SALT LAKE CITY PIZ S	Police Administration	FAST FOOD RESTAURANTS	\$15.99
<i>SALT LAKE CITY PIZ S - Total For Police Administration</i>			<i>\$29.28</i>
SALT LAKE CITY PIZ S - ALL DEPARTMENTS			\$29.28

SAMS CLUB #6425

SAMS CLUB #6425	Buildings & Structures Fund	Kleenex and Air Fresheners for City Hall	\$69.88
<i>SAMS CLUB #6425 - Total For Buildings & Structures Fund</i>			<i>\$69.88</i>
SAMS CLUB #6425	Rec Center - Classes	CLASS FOOD, CUSTODIAL SUPPLIES	\$96.71
<i>SAMS CLUB #6425 - Total For Rec Center - Classes</i>			<i>\$96.71</i>
SAMS CLUB #6425	Rec Center - Operations	CLASS FOOD, CUSTODIAL SUPPLIES	\$85.48

<i>SAMS CLUB #6425 - Total For Rec Center - Operations</i>			<i>\$85.48</i>
SAMS CLUB #6425	Streets	MISC OFFICE SUPPLIES	\$96.43
<i>SAMS CLUB #6425 - Total For Streets</i>			<i>\$96.43</i>
SAMS CLUB #6425	WWTP - Operations	Kitchen supplies	\$81.66
<i>SAMS CLUB #6425 - Total For WWTP - Operations</i>			<i>\$81.66</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$430.16

SAMSCLUB #6425

SAMSCLUB #6425	Buildings & Structures Fund	Custodial Supplies	\$46.94
<i>SAMSCLUB #6425 - Total For Buildings & Structures Fund</i>			<i>\$46.94</i>
SAMSCLUB #6425	Capital Projects Fund	Television for Fire Station 5	\$844.78
<i>SAMSCLUB #6425 - Total For Capital Projects Fund</i>			<i>\$844.78</i>
SAMSCLUB #6425	Human Resources	Halloween Candy	\$828.20
<i>SAMSCLUB #6425 - Total For Human Resources</i>			<i>\$828.20</i>
SAMSCLUB #6425	ice Arena - Concessions	WHOLESALE CLUBS	\$36.84
SAMSCLUB #6425	ice Arena - Concessions	WHOLESALE CLUBS	\$94.16
<i>SAMSCLUB #6425 - Total For ice Arena - Concessions</i>			<i>\$131.00</i>
SAMSCLUB #6425	Ice Arena - Operations	WHOLESALE CLUBS	\$109.88
<i>SAMSCLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$109.88</i>
SAMSCLUB #6425	Operations	Air Filter	\$39.98
<i>SAMSCLUB #6425 - Total For Operations</i>			<i>\$39.98</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$2,000.78

SAMSCLUB.COM

SAMSCLUB.COM	ice Arena - Concessions	WHOLESALE CLUBS	\$254.27
SAMSCLUB.COM	ice Arena - Concessions	WHOLESALE CLUBS	\$297.54
<i>SAMSCLUB.COM - Total For ice Arena - Concessions</i>			<i>\$551.81</i>
SAMSCLUB.COM	Operations	Station Supplies	\$126.62
<i>SAMSCLUB.COM - Total For Operations</i>			<i>\$126.62</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$678.43

SHELL OIL 5744381100

SHELL OIL 5744381100	Streets	Fuel for 040425 for IMSA conference in Denver,	\$52.00
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SHELL OIL 5744381100 - Total For Streets \$52.00

SHELL OIL 5744381100 - ALL DEPARTMENTS \$52.00

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR Buildings & Structures Fund Office Paint at the Service Center \$30.60

SHERWIN-WILLIAMS COR Buildings & Structures Fund Office Paint for the Service Center \$30.60

SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund \$61.20

SHERWIN-WILLIAMS COR - ALL DEPARTMENTS \$61.20

SHOSHONE DISTRIBUTIN

SHOSHONE DISTRIBUTIN Ft. Caspar Souvenirs & Paper Products \$305.00

SHOSHONE DISTRIBUTIN - Total For Ft. Caspar \$305.00

SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS \$305.00

SIMPKINS CANTERBURY

SIMPKINS CANTERBURY Ft. Caspar Ornaments and pins for resale in museum store \$657.90

SIMPKINS CANTERBURY - Total For Ft. Caspar \$657.90

SIMPKINS CANTERBURY - ALL DEPARTMENTS \$657.90

SIMPLOT AB RETAIL IN

SIMPLOT AB RETAIL IN Golf - Operations Turf Covers \$4,833.85

SIMPLOT AB RETAIL IN - Total For Golf - Operations \$4,833.85

SIMPLOT AB RETAIL IN - ALL DEPARTMENTS \$4,833.85

SIX ROBBLEES NO

SIX ROBBLEES NO Water - Distribution D-rings \$11.38

SIX ROBBLEES NO Water - Distribution RATCHET STRAPS \$34.02

SIX ROBBLEES NO - Total For Water - Distribution \$45.40

SIX ROBBLEES NO - ALL DEPARTMENTS \$45.40

SMASHBURGER D4 SLC

SMASHBURGER D4 SLC	Public Saftey Communication	EATING PLACES, RESTAURANTS	\$13.72
<i>SMASHBURGER D4 SLC - Total For Public Saftey Communication</i>			<i>\$13.72</i>
SMASHBURGER D4 SLC - ALL DEPARTMENTS			\$13.72

SOFT DR INC

SOFT DR INC	Balefill - Dispatch	Osmosis Filters	\$178.00
<i>SOFT DR INC - Total For Balefill - Dispatch</i>			<i>\$178.00</i>
SOFT DR INC - ALL DEPARTMENTS			\$178.00

SONNYS RV SALES

SONNYS RV SALES	Streets	Propane for patching	\$49.59
<i>SONNYS RV SALES - Total For Streets</i>			<i>\$49.59</i>
SONNYS RV SALES - ALL DEPARTMENTS			\$49.59

SOURCE OFFICE

SOURCE OFFICE	Police Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$517.43
SOURCE OFFICE	Police Administration	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$14.16
<i>SOURCE OFFICE - Total For Police Administration</i>			<i>\$531.59</i>
SOURCE OFFICE - ALL DEPARTMENTS			\$531.59

SP 911 ERP

SP 911 ERP	Operations	LA Short Style Fire Helmet Shield	\$64.99
<i>SP 911 ERP - Total For Operations</i>			<i>\$64.99</i>
SP 911 ERP - ALL DEPARTMENTS			\$64.99

SPECTRUM REACH

SPECTRUM REACH	Public Saftey Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO SE	\$83.12
<i>SPECTRUM REACH - Total For Public Saftey Communication</i>			<i>\$83.12</i>
SPECTRUM REACH - ALL DEPARTMENTS			\$83.12

SQ SQ PEDEN'S

SQ SQ PEDEN'S	Buildings & Structures Fund	BAS Uniforms - Sweatshirts	\$304.00
<i>SQ SQ PEDEN'S - Total For Buildings & Structures Fund</i>			<i>\$304.00</i>
SQ SQ PEDEN'S	Hogadon - Operations	Advertising / Hats	\$435.00
<i>SQ SQ PEDEN'S - Total For Hogadon - Operations</i>			<i>\$435.00</i>
SQ SQ PEDEN'S	Police Administration	MEN'S AND WOMEN'S CLOTHING STORES	\$404.00
<i>SQ SQ PEDEN'S - Total For Police Administration</i>			<i>\$404.00</i>
SQ SQ PEDEN'S - ALL DEPARTMENTS			\$1,143.00

SQ SQ SUMMIT ELECT

SQ SQ SUMMIT ELECT	Capital Projects Fund	Electrical repairs at Skeet Range	\$301.00
<i>SQ SQ SUMMIT ELECT - Total For Capital Projects Fund</i>			<i>\$301.00</i>
SQ SQ SUMMIT ELECT - ALL DEPARTMENTS			\$301.00

SQ SQ THE BOYS BRE

SQ SQ THE BOYS BRE	Police Administration	FAST FOOD RESTAURANTS	\$14.35
<i>SQ SQ THE BOYS BRE - Total For Police Administration</i>			<i>\$14.35</i>
SQ SQ THE BOYS BRE - ALL DEPARTMENTS			\$14.35

SQUARE SQ TAXI DRI

SQUARE SQ TAXI DRI	City Manager	TAXICAB - ICMA Conference Nashville	\$32.40
<i>SQUARE SQ TAXI DRI - Total For City Manager</i>			<i>\$32.40</i>
SQUARE SQ TAXI DRI - ALL DEPARTMENTS			\$32.40

STAPLES

STAPLES	Fire Administration	Desk Calendar, Journal, Office Chair	\$150.77
<i>STAPLES - Total For Fire Administration</i>			<i>\$150.77</i>
STAPLES	Hogadon - Admin	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$168.94
<i>STAPLES - Total For Hogadon - Admin</i>			<i>\$168.94</i>
STAPLES	Hogadon - Operations	Flyers	\$79.50
<i>STAPLES - Total For Hogadon - Operations</i>			<i>\$79.50</i>
STAPLES	Metro Animal Fund - Admin	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$44.64
<i>STAPLES - Total For Metro Animal Fund - Admin</i>			<i>\$44.64</i>
STAPLES	Parks - Parks Maint.	MISC OFFICE SUPPLIES FOR CSC	\$67.75

<i>STAPLES - Total For Parks - Parks Maint.</i>			<i>\$67.75</i>
STAPLES	Rec Cener - Sports Prog	Folders for irrigation plans and crew folders	\$61.06
<i>STAPLES - Total For Rec Cener - Sports Prog</i>			<i>\$61.06</i>
STAPLES	Streets	MISC OFFICE SUPPLIES FOR CSC	\$45.16
<i>STAPLES - Total For Streets</i>			<i>\$45.16</i>
STAPLES	Weed & Pest Fund	Book cases for Katy's office	\$79.98
<i>STAPLES - Total For Weed & Pest Fund</i>			<i>\$79.98</i>
STAPLES	WWTP - Operations	Office supplies	\$117.36
STAPLES	WWTP - Operations	Credit for tax	(\$5.59)
<i>STAPLES - Total For WWTP - Operations</i>			<i>\$111.77</i>
STAPLES - ALL DEPARTMENTS			\$809.57

STATE OF WY.

STATE OF WY.	Weed & Pest Fund	July-Sept. 2019 Unemployment	\$2,004.00
<i>STATE OF WY. - Total For Weed & Pest Fund</i>			<i>\$2,004.00</i>
STATE OF WY. - ALL DEPARTMENTS			\$2,004.00

STEALTH PARTNER GROU

STEALTH PARTNER GROU	Health Insurance Fund	Nov 19 Medical Stop Loss Ins	\$48,726.29
<i>STEALTH PARTNER GROU - Total For Health Insurance Fund</i>			<i>\$48,726.29</i>
STEALTH PARTNER GROU - ALL DEPARTMENTS			\$48,726.29

SUPER SEER CORPORATI

SUPER SEER CORPORATI	Police Administration	DURABLE GOODS,NOT ELSEWHERE CLASSIFIED	\$581.80
<i>SUPER SEER CORPORATI - Total For Police Administration</i>			<i>\$581.80</i>
SUPER SEER CORPORATI - ALL DEPARTMENTS			\$581.80

SUTHERLANDS 2219

SUTHERLANDS 2219	Cemetery	snow shovels safety tools	\$41.96
<i>SUTHERLANDS 2219 - Total For Cemetery</i>			<i>\$41.96</i>
SUTHERLANDS 2219	Metro Animal Fund - Admin	WOOD PELLETS	\$309.00
<i>SUTHERLANDS 2219 - Total For Metro Animal Fund - Admin</i>			<i>\$309.00</i>
SUTHERLANDS 2219	Water - Distribution	INTAKE POWER CONVERTER	\$24.86

SUTHERLANDS 2219 - Total For Water - Distribution \$24.86

SUTHERLANDS 2219 - ALL DEPARTMENTS **\$375.82**

TAXI SVC LAS VEGAS

TAXI SVC LAS VEGAS Police Administration TAXICABS/LIMOUSINES \$30.79

TAXI SVC LAS VEGAS - Total For Police Administration \$30.79

TAXI SVC LAS VEGAS - ALL DEPARTMENTS **\$30.79**

TETON STEEL

TETON STEEL Balefill - Dispatch Cutting Blade for Solid Waste Project \$60.56

TETON STEEL - Total For Balefill - Dispatch \$60.56

TETON STEEL - ALL DEPARTMENTS **\$60.56**

THE HOME DEPOT

THE HOME DEPOT Balefill - Dispatch Cabinets for Solid Waste Project \$250.98

THE HOME DEPOT - Total For Balefill - Dispatch \$250.98

THE HOME DEPOT Buildings & Structures Fund Lanyards for City Hall \$14.94

THE HOME DEPOT - Total For Buildings & Structures Fund \$14.94

THE HOME DEPOT Operations Drill Bit Set \$24.97

THE HOME DEPOT - Total For Operations \$24.97

THE HOME DEPOT Police Administration HOME SUPPLY WAREHOUSE STORES \$30.76

THE HOME DEPOT Police Administration HOME SUPPLY WAREHOUSE STORES \$207.62

THE HOME DEPOT - Total For Police Administration \$238.38

THE HOME DEPOT Rec Center - Operations HOME SUPPLY WAREHOUSE STORES \$19.92

THE HOME DEPOT - Total For Rec Center - Operations \$19.92

THE HOME DEPOT Regional Water Operations RW Insulation \$32.60

THE HOME DEPOT - Total For Regional Water Operations \$32.60

THE HOME DEPOT Water - Distribution wet/dry vac \$79.97

THE HOME DEPOT - Total For Water - Distribution \$79.97

THE HOME DEPOT Weed & Pest Fund Mats for saw shop \$32.82

THE HOME DEPOT - Total For Weed & Pest Fund \$32.82

THE HOME DEPOT - ALL DEPARTMENTS **\$694.58**

THE MAP CENTER INC

THE MAP CENTER INC	Ft. Caspar	Exhibit Furniture	\$99.00
<i>THE MAP CENTER INC - Total For Ft. Caspar</i>			<i>\$99.00</i>

THE MAP CENTER INC - ALL DEPARTMENTS \$99.00

THE NRPA CAREER CENT

THE NRPA CAREER CENT	Parks - Parks Maint.	P&R Worker IV - Irrigation Job Posting Recruitm	\$99.00
<i>THE NRPA CAREER CENT - Total For Parks - Parks Maint.</i>			<i>\$99.00</i>

THE NRPA CAREER CENT	Rec Center - Admin	NRPA RECREATION MANAGER RECRUITMENT	\$199.00
<i>THE NRPA CAREER CENT - Total For Rec Center - Admin</i>			<i>\$199.00</i>

THE NRPA CAREER CENT - ALL DEPARTMENTS \$298.00

THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Fund - Collection	Sewer Line Flushing Water	\$234.00
<i>THIRTY THREE MILE RO - Total For Sewer Fund - Collection</i>			<i>\$234.00</i>

THIRTY THREE MILE RO - ALL DEPARTMENTS \$234.00

THOMSON WEST TCD

THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$1,359.63
THOMSON WEST TCD	City Attorney	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$140.43
<i>THOMSON WEST TCD - Total For City Attorney</i>			<i>\$1,500.06</i>

THOMSON WEST TCD - ALL DEPARTMENTS \$1,500.06

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	STATIONERY,OFFICE SUPPLIES,PRINTING AND	\$163.05
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			<i>\$163.05</i>

TOP OFFICE PRODUCTS	Streets	Oct. 2019 Copy Charges	\$73.61
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			<i>\$73.61</i>

TOP OFFICE PRODUCTS - ALL DEPARTMENTS \$236.66

TRANSMISSION DISTRIB

TRANSMISSION DISTRIB	Capital Projects Fund	Verda James Pedestrian 18-010 Retainage Relea	\$19,766.03
<i>TRANSMISSION DISTRIB - Total For Capital Projects Fund</i>			<i>\$19,766.03</i>
TRANSMISSION DISTRIB - ALL DEPARTMENTS			\$19,766.03

TRETO CONST.

TRETO CONST.	Capital Projects Fund	Midwest Ave. Reconstruction Elm to David	317,839.62
TRETO CONST.	Capital Projects Fund	Midwest Reconstruction Elm to David	\$10,092.20
<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$327,931.82</i>
TRETO CONST.	Sewer Fund - Collection	Midwest Reconstruction Elm to David	\$424.19
<i>TRETO CONST. - Total For Sewer Fund - Collection</i>			<i>\$424.19</i>
TRETO CONST.	Water - Distribution	Midwest Reconstruction Elm to David	\$2,156.60
TRETO CONST.	Water - Distribution	Midwest Ave. Reconstruction Elm to David	\$44,967.21
<i>TRETO CONST. - Total For Water - Distribution</i>			<i>\$47,123.81</i>
TRETO CONST. - ALL DEPARTMENTS			\$375,479.82

TST ACCOMPLICE BEER

TST ACCOMPLICE BEER	Police Administration	EATING PLACES, RESTAURANTS	\$35.58
<i>TST ACCOMPLICE BEER - Total For Police Administration</i>			<i>\$35.58</i>
TST ACCOMPLICE BEER - ALL DEPARTMENTS			\$35.58

TST CHEYENNE RIB AN

TST CHEYENNE RIB AN	Police Administration	EATING PLACES, RESTAURANTS	\$29.33
<i>TST CHEYENNE RIB AN - Total For Police Administration</i>			<i>\$29.33</i>
TST CHEYENNE RIB AN - ALL DEPARTMENTS			\$29.33

TST EGGINGTON S

TST EGGINGTON S	City Manager	Quarterly Lunch with Fire Union	\$129.17
<i>TST EGGINGTON S - Total For City Manager</i>			<i>\$129.17</i>
TST EGGINGTON S - ALL DEPARTMENTS			\$129.17

TW ENTERPRISES

TW ENTERPRISES	WWTP - Regional Interc	Hour Meter	\$84.41
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TW ENTERPRISES - Total For WWTP - Regional Interc \$84.41

TW ENTERPRISES - ALL DEPARTMENTS \$84.41

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Dispatch	Tyler Conversion Training	\$270.05
TYLER TECHNOLOGIES I	Balefill - Dispatch	Tyler Conversion Training	\$266.79
TYLER TECHNOLOGIES I	Balefill - Dispatch	Tyler Conversion Training	\$411.81
<i>TYLER TECHNOLOGIES I - Total For Balefill - Dispatch</i>			<i>\$948.65</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler Conversion Training	\$4,602.13
TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler Conversion Training	\$4,658.29
TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler Conversion Training	\$7,103.65
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$16,364.07</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler Conversion Training	\$405.07
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler Conversion Training	\$400.19
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler Conversion Training	\$617.71
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$1,422.97</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion Training	\$102.95
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion Training	\$67.51
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion Training	\$66.70
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$237.16</i>
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Conversion Training	\$333.49
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Conversion Training	\$337.56
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Conversion Training	\$514.76
<i>TYLER TECHNOLOGIES I - Total For Sewer Fund - Collection</i>			<i>\$1,185.81</i>
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Conversion Training	\$733.67
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Conversion Training	\$742.63
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Conversion Training	\$1,132.47
<i>TYLER TECHNOLOGIES I - Total For Water - Distribution</i>			<i>\$2,608.77</i>
TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Conversion Training	\$266.79
TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Conversion Training	\$270.04
TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Conversion Training	\$411.79
<i>TYLER TECHNOLOGIES I - Total For WWTP - Operations</i>			<i>\$948.62</i>
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			\$23,716.05

UBER TRIP

UBER TRIP	City Manager	Uber - ICMA Conference Nashville	\$8.52
UBER TRIP	City Manager	Uber Charge	\$37.59
UBER TRIP	City Manager	Uber Charge	\$15.18
<i>UBER TRIP - Total For City Manager</i>			<i>\$61.29</i>
UBER TRIP	Police Administration	TAXICABS/LIMOUSINES	\$6.34
UBER TRIP	Police Administration	TAXICABS/LIMOUSINES	\$1.00
UBER TRIP	Police Administration	TAXICABS/LIMOUSINES	\$9.64
UBER TRIP	Police Administration	TAXICABS/LIMOUSINES	\$6.19
UBER TRIP	Police Administration	TAXICABS/LIMOUSINES	\$42.27
UBER TRIP	Police Administration	TAXICABS/LIMOUSINES	\$1.00
<i>UBER TRIP - Total For Police Administration</i>			<i>\$66.44</i>
UBER TRIP	Public Saftey Communication	TAXICABS/LIMOUSINES	\$3.00
UBER TRIP	Public Saftey Communication	TAXICABS/LIMOUSINES	\$14.82
<i>UBER TRIP - Total For Public Saftey Communication</i>			<i>\$17.82</i>
UBER TRIP - ALL DEPARTMENTS			\$145.55

UNION WIRELESS

UNION WIRELESS	Water - Tanks	Upper Rock Creek Reservoir SCADA & Cell Phon	\$128.90
<i>UNION WIRELESS - Total For Water - Tanks</i>			<i>\$128.90</i>
UNION WIRELESS - ALL DEPARTMENTS			\$128.90

UNITED 0161542379

UNITED 0161542379	City Manager	Baggage fees for ICMA Conference Nashville	\$40.00
UNITED 0161542379	City Manager	Baggage fees ICMA Conference Nashville	\$30.00
<i>UNITED 0161542379 - Total For City Manager</i>			<i>\$70.00</i>
UNITED 0161542379 - ALL DEPARTMENTS			\$70.00

UNITED 0161543868

UNITED 0161543868	City Manager	Baggage while attending ICMA Conference in Na	\$30.00
UNITED 0161543868	City Manager	Baggage fees while attending ICMA Conference i	\$40.00
<i>UNITED 0161543868 - Total For City Manager</i>			<i>\$70.00</i>

UNITED 0161543868 - ALL DEPARTMENTS \$70.00

UNITED 0161546834

UNITED 0161546834 City Attorney UNITED AIRLINES \$30.00

UNITED 0161546834 - Total For City Attorney \$30.00

UNITED 0161546834 - ALL DEPARTMENTS \$30.00

UNITED 0162480021

UNITED 0162480021 Sewer Fund - Collection WWETT conference travel \$779.60

UNITED 0162480021 Sewer Fund - Collection WWETT conference travel \$779.60

UNITED 0162480021 - Total For Sewer Fund - Collection \$1,559.20

UNITED 0162480021 - ALL DEPARTMENTS \$1,559.20

UNITED GLASS

UNITED GLASS Police Administration AUTOMOTIVE REPAIR SHOPS (NON-DEALER) \$135.00

UNITED GLASS - Total For Police Administration \$135.00

UNITED GLASS - ALL DEPARTMENTS \$135.00

USA BLUE BOOK

USA BLUE BOOK Regional Water Operations Well Level Transmitters \$1,070.85

USA BLUE BOOK Regional Water Operations Well Level Transmitter \$510.67

USA BLUE BOOK - Total For Regional Water Operations \$1,581.52

USA BLUE BOOK - ALL DEPARTMENTS \$1,581.52

USPS PO 5715580478

USPS PO 5715580478 WWTP - Operations Certified mail \$8.20

USPS PO 5715580478 - Total For WWTP - Operations \$8.20

USPS PO 5715580478 - ALL DEPARTMENTS \$8.20

VERIZON WIRELESS

VERIZON WIRELESS Balefill - Dispatch Jet Pack Monthly Svcs 642199740-00001 \$40.01

<i>VERIZON WIRELESS - Total For Balefill - Dispatch</i>			<i>\$40.01</i>
VERIZON WIRELESS	Buildings & Structures Fund	Sept. 19 Phone- Acct. 442124121-00001	\$80.10
<i>VERIZON WIRELESS - Total For Buildings & Structures Fund</i>			<i>\$80.10</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$120.11

VIEWPOINT GOVERNMENT

VIEWPOINT GOVERNMENT	Code Enforcement	USER LICENSE FEES FOR VIEWPERMIT	\$1,911.01
<i>VIEWPOINT GOVERNMENT - Total For Code Enforcement</i>			<i>\$1,911.01</i>
VIEWPOINT GOVERNMENT	Engineering	USER LICENSE FEES FOR VIEWPERMIT	\$545.99
<i>VIEWPOINT GOVERNMENT - Total For Engineering</i>			<i>\$545.99</i>
VIEWPOINT GOVERNMENT - ALL DEPARTMENTS			\$2,457.00

VISION SVC. PLAN

VISION SVC. PLAN	Health Insurance Fund	October 2019 Benefits	\$1,197.32
<i>VISION SVC. PLAN - Total For Health Insurance Fund</i>			<i>\$1,197.32</i>
VISION SVC. PLAN - ALL DEPARTMENTS			\$1,197.32

VISTAPR VISTAPRINT.C

VISTAPR VISTAPRINT.C	Hogadon - Operations	Sales tax refund	(\$3.26)
VISTAPR VISTAPRINT.C	Hogadon - Operations	Vouchers	\$68.24
<i>VISTAPR VISTAPRINT.C - Total For Hogadon - Operations</i>			<i>\$64.98</i>
VISTAPR VISTAPRINT.C - ALL DEPARTMENTS			\$64.98

VOIANCE LLC

VOIANCE LLC	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSIFI	\$6.09
<i>VOIANCE LLC - Total For Police Administration</i>			<i>\$6.09</i>
VOIANCE LLC - ALL DEPARTMENTS			\$6.09

VZWRLSS IVR VB

VZWRLSS IVR VB	Animal Control	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$240.08
<i>VZWRLSS IVR VB - Total For Animal Control</i>			<i>\$240.08</i>
VZWRLSS IVR VB	Cemetery	REMOTE LAP TOP SERVICES 307-315-5584	\$40.01

<i>VZWRLSS IVR VB - Total For Cemetery</i>			<i>\$40.01</i>
VZWRLSS IVR VB	Code Enforcement	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$236.08
<i>VZWRLSS IVR VB - Total For Code Enforcement</i>			<i>\$236.08</i>
VZWRLSS IVR VB	Metro Animal Fund - Admin	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$52.50
<i>VZWRLSS IVR VB - Total For Metro Animal Fund - Admin</i>			<i>\$52.50</i>
VZWRLSS IVR VB	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$918.64
VZWRLSS IVR VB	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$880.24
<i>VZWRLSS IVR VB - Total For Police Administration</i>			<i>\$1,798.88</i>
VZWRLSS IVR VB	Public Saftey Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$124.61
<i>VZWRLSS IVR VB - Total For Public Saftey Communication</i>			<i>\$124.61</i>
VZWRLSS IVR VB	WWTP - Operations	Phones	\$145.85
<i>VZWRLSS IVR VB - Total For WWTP - Operations</i>			<i>\$145.85</i>
VZWRLSS IVR VB - ALL DEPARTMENTS			\$2,638.01

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Fire Administration	September Cell Phone Bill	\$1,826.34
<i>VZWRLSS MY VZ VB P - Total For Fire Administration</i>			<i>\$1,826.34</i>
VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$5.73
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			<i>\$5.73</i>
VZWRLSS MY VZ VB P - ALL DEPARTMENTS			\$1,832.07

WAGNER'S OUTDOOR OUT

WAGNER'S OUTDOOR OUT	Streets	Propane for patching	\$263.65
<i>WAGNER'S OUTDOOR OUT - Total For Streets</i>			<i>\$263.65</i>
WAGNER'S OUTDOOR OUT - ALL DEPARTMENTS			\$263.65

WAL-MART #1617

WAL-MART #1617	Buildings & Structures Fund	Custodial Supplies for City Hall	\$49.87
<i>WAL-MART #1617 - Total For Buildings & Structures Fund</i>			<i>\$49.87</i>
WAL-MART #1617 - ALL DEPARTMENTS			\$49.87

WAL-MART #3778

WAL-MART #3778	Ft. Caspar	Exhibit Supplies	\$20.07
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WAL-MART #3778	Ft. Caspar	Hands on History supplies for Scaredy Cat class	\$19.74
<i>WAL-MART #3778 - Total For Ft. Caspar</i>			<i>\$39.81</i>
WAL-MART #3778	Hogadon - Operations	A/V cords	\$8.67
<i>WAL-MART #3778 - Total For Hogadon - Operations</i>			<i>\$8.67</i>
WAL-MART #3778	Metro Animal Fund - Admin	DEICER - OFFICE SUPPLIES	\$23.18
<i>WAL-MART #3778 - Total For Metro Animal Fund - Admin</i>			<i>\$23.18</i>
WAL-MART #3778 - ALL DEPARTMENTS			\$71.66

WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Booster/Irrigation	\$114.05
<i>WARDWELL WATER & SEW - Total For RWS - Booster Stations</i>			<i>\$114.05</i>
WARDWELL WATER & SEW - ALL DEPARTMENTS			\$114.05

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Balefill - Dispatch	2019 Solid Waste Asphalt Impro	\$24,426.34
<i>WAYNE COLEMAN CONSTR - Total For Balefill - Dispatch</i>			<i>\$24,426.34</i>
WAYNE COLEMAN CONSTR	Refuse - Recycling	2019 Solid Waste Asphalt Impro	\$54,161.86
<i>WAYNE COLEMAN CONSTR - Total For Refuse - Recycling</i>			<i>\$54,161.86</i>
WAYNE COLEMAN CONSTR	Water - Distribution	2018 CPU Asphalt 19-001	\$22,946.59
<i>WAYNE COLEMAN CONSTR - Total For Water - Distribution</i>			<i>\$22,946.59</i>
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$101,534.79

WEAR PARTS INC

WEAR PARTS INC	Buildings & Structures Fund	New locks for PD at City Center	\$11.58
WEAR PARTS INC	Buildings & Structures Fund	Misc. Lock Repair Parts	\$35.53
<i>WEAR PARTS INC - Total For Buildings & Structures Fund</i>			<i>\$47.11</i>
WEAR PARTS INC	WWTP - Operations	Bolts and hardware	\$65.59
WEAR PARTS INC	WWTP - Operations	Filter	\$110.00
<i>WEAR PARTS INC - Total For WWTP - Operations</i>			<i>\$175.59</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$222.70

Wear Parts, Inc.

Wear Parts, Inc.	Balefill - Proc	Baler bldg op Supplies	\$48.18
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<i>Wear Parts, Inc. - Total For Balefill - Proc</i>	<i>\$48.18</i>
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Wear Parts, Inc. - ALL DEPARTMENTS	\$48.18
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Weebly

Weebly	Aquatics - Aquatics Classes	FRAUDULENT CHARGE -DIGITAL GOODS - APPS (\$29.95
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Weebly	Aquatics - Aquatics Classes	FRAUDULENT CHARGE -DIGITAL GOODS - APPS (\$72.00
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<i>Weebly - Total For Aquatics - Aquatics Classes</i>	<i>\$101.95</i>
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Weebly - ALL DEPARTMENTS	\$101.95
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WEF MAIN

WEF MAIN	Sewer Fund - Collection	Association dues-Water Environment Federatio	\$175.00
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<i>WEF MAIN - Total For Sewer Fund - Collection</i>	<i>\$175.00</i>
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WEF MAIN - ALL DEPARTMENTS	\$175.00
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WENCK ASSOCIATES INC

WENCK ASSOCIATES INC	Balefill - Dispatch	Solid Waste 10 year Plan	\$2,537.85
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WENCK ASSOCIATES INC	Balefill - Dispatch	Solid Waste 10 Year Plan	\$13,230.30
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<i>WENCK ASSOCIATES INC - Total For Balefill - Dispatch</i>	<i>\$15,768.15</i>
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WENCK ASSOCIATES INC - ALL DEPARTMENTS	\$15,768.15
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WESTERN PLAINS LANDS

WESTERN PLAINS LANDS	Balefill - Dispatch	SWF Landfill Compactors 18-074	\$12,611.64
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<i>WESTERN PLAINS LANDS - Total For Balefill - Dispatch</i>	<i>\$12,611.64</i>
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WESTERN PLAINS LANDS - ALL DEPARTMENTS	\$12,611.64
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WESTSIDE ANIMAL HOSP

WESTSIDE ANIMAL HOSP	Police Administration	VETERINARY SERVICES	\$3,034.69
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<i>WESTSIDE ANIMAL HOSP - Total For Police Administration</i>	<i>\$3,034.69</i>
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WESTSIDE ANIMAL HOSP - ALL DEPARTMENTS	\$3,034.69
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WHITTLESEABLU

WHITTLESEABLUE	Police Administration	TAXICABS/LIMOUSINES	\$22.59
<i>WHITTLESEABLUE - Total For Police Administration</i>			<i>\$22.59</i>
WHITTLESEABLUE - ALL DEPARTMENTS			\$22.59

Wired

Wired	Capital Projects Fund	Retainage Release Hogadon WWTP Generator 1	\$2,872.50
<i>Wired - Total For Capital Projects Fund</i>			<i>\$2,872.50</i>
Wired - ALL DEPARTMENTS			\$2,872.50

WM SUPERCENTER

WM SUPERCENTER	Animal Control	GROCERY STORES, SUPERMARKETS	\$25.40
WM SUPERCENTER	Animal Control	GROCERY STORES, SUPERMARKETS	(\$25.40)
WM SUPERCENTER	Animal Control	GROCERY STORES, SUPERMARKETS	\$24.19
<i>WM SUPERCENTER - Total For Animal Control</i>			<i>\$24.19</i>
WM SUPERCENTER	Buildings & Structures Fund	Custodial Supplies	\$57.29
<i>WM SUPERCENTER - Total For Buildings & Structures Fund</i>			<i>\$57.29</i>
WM SUPERCENTER	Ft. Caspar	Hands-on History supplies	\$22.90
WM SUPERCENTER	Ft. Caspar	Hands-on History Supplies	\$34.62
WM SUPERCENTER	Ft. Caspar	Hands-on History Supplies	(\$35.26)
<i>WM SUPERCENTER - Total For Ft. Caspar</i>			<i>\$22.26</i>
WM SUPERCENTER	Operations	Ink Cartridges	\$46.89
<i>WM SUPERCENTER - Total For Operations</i>			<i>\$46.89</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$150.63

WONDER WASH

WONDER WASH	Police Administration	CAR WASHES	\$58.61
<i>WONDER WASH - Total For Police Administration</i>			<i>\$58.61</i>
WONDER WASH - ALL DEPARTMENTS			\$58.61

WOODWORKERS SUPPLY I

WOODWORKERS SUPPLY I	Balefill - Dispatch	Locks for Baler Building Remodel	\$35.43
<i>WOODWORKERS SUPPLY I - Total For Balefill - Dispatch</i>			<i>\$35.43</i>

WOODWORKERS SUPPLY I - ALL DEPARTMENTS **\$35.43**

WOODWORKERS SUPPLY,

WOODWORKERS SUPPLY, Balefill - Dispatch Cabinet Locks for Solid Waste \$112.84

WOODWORKERS SUPPLY, - Total For Balefill - Dispatch *\$112.84*

WOODWORKERS SUPPLY, Buildings & Structures Fund Repair parts for Ice Arena \$38.65

WOODWORKERS SUPPLY, - Total For Buildings & Structures Fund *\$38.65*

WOODWORKERS SUPPLY, - ALL DEPARTMENTS **\$151.49**

WOOLWORTH ON

WOOLWORTH ON City Manager Meal while attending ICMA Conference in Nashv \$31.45

WOOLWORTH ON - Total For City Manager *\$31.45*

WOOLWORTH ON - ALL DEPARTMENTS **\$31.45**

WPSG- INC

WPSG- INC Operations The Fire Store - Font and Lettering for 4 Helmets \$257.95

WPSG- INC - Total For Operations *\$257.95*

WPSG- INC - ALL DEPARTMENTS **\$257.95**

WWETT REG

WWETT REG Sewer Fund - Collection conference registration-Water and Wastewater \$150.00

WWETT REG Sewer Fund - Collection water and wastewater equipment treatment, a \$150.00

WWETT REG - Total For Sewer Fund - Collection *\$300.00*

WWETT REG - ALL DEPARTMENTS **\$300.00**

WY. MACHINERY CO.

WY. MACHINERY CO. Balefill - Dispatch CREDIT \$21,098.16)

WY. MACHINERY CO. Balefill - Dispatch LDF Equip Rental \$7,507.35

WY. MACHINERY CO. Balefill - Dispatch Maintenance on Compactor Unit # 141402 \$21,098.16

WY. MACHINERY CO. - Total For Balefill - Dispatch *\$7,507.35*

WY. MACHINERY CO. - ALL DEPARTMENTS **\$7,507.35**

WY. MEDICAL CENTER

WY. MEDICAL CENTER	Health Insurance Fund	MEDICAL SERVICES & HEALTH PRACTITIONERS	\$400.00
<i>WY. MEDICAL CENTER - Total For Health Insurance Fund</i>			<i>\$400.00</i>

WY. MEDICAL CENTER - ALL DEPARTMENTS **\$400.00**

WYOMING STEEL, RECYC

WYOMING STEEL, RECYC	Water - Distribution	STEEL REM	\$11.60
WYOMING STEEL, RECYC	Water - Distribution	50# new steel rem for trench box	\$32.50
<i>WYOMING STEEL, RECYC - Total For Water - Distribution</i>			<i>\$44.10</i>

WYOMING STEEL, RECYC - ALL DEPARTMENTS **\$44.10**

WYOMING WORK WAREHOU

WYOMING WORK WAREHO	Operations	Stethoscopes	\$629.90
<i>WYOMING WORK WAREHOU - Total For Operations</i>			<i>\$629.90</i>

WYOMING WORK WAREHOU - ALL DEPARTMENTS **\$629.90**

XEROX CORPORATION

XEROX CORPORATION	Engineering	copier fee	\$35.42
XEROX CORPORATION	Engineering	Roll Copier Monthly Fee	\$185.66
<i>XEROX CORPORATION - Total For Engineering</i>			<i>\$221.08</i>

XEROX CORPORATION - ALL DEPARTMENTS **\$221.08**

YELLOWSTONE GARAGE

YELLOWSTONE GARAGE	City Manager	Lunch Meeting	\$29.70
<i>YELLOWSTONE GARAGE - Total For City Manager</i>			<i>\$29.70</i>

YELLOWSTONE GARAGE - ALL DEPARTMENTS **\$29.70**

YOURMEMBERSHIP CAREE

YOURMEMBERSHIP CAREE	Parks - Parks Maint.	P&R Worker IV - Irrigation Job Posting Recruitm	\$99.00
<i>YOURMEMBERSHIP CAREE - Total For Parks - Parks Maint.</i>			<i>\$99.00</i>

YOURMEMBERSHIP CAREE Rec Center - Admin CPRA CAREER CENTER - RECREATION MANAGER \$100.00

YOURMEMBERSHIP CAREE - Total For Rec Center - Admin

\$100.00

YOURMEMBERSHIP CAREE - ALL DEPARTMENTS

\$199.00

CITYWIDE BILLS AND CLAIMS TOTAL

\$3,132,128.21


I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.


SUBMITTED BY (Finance Dir) _____ DATE _____

DULY AUDITED BY (City Manager) _____ DATE _____

APPROVED BY (Mayor) _____ DATE _____

November 15, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establish Public Hearing for Consideration of an Annexation and Zoning of thirteen (13) properties located on the west side of South Poplar Street, south of West 50th Street

Meeting Type & Date:

Regular Council Meeting, November 19, 2019

Action Type:

Establish Public Hearing for December 3, 2019

Recommendation:

That Council, by minute action, establish December 3, 2019, as the date of public hearing for consideration of an annexation of thirteen (13) properties described below, and the zoning of said properties as AG (Urban Agriculture).

- E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

Summary:

The Casper City Council approved Resolution No. 19-162 initiating the annexation of thirteen (13) unincorporated properties located generally west of South Poplar Street, and south of West 50th Street. The properties involved are semi-rural, single-family residential properties and are proposed for AG (Urban Agriculture) zoning, once annexed. All properties have access to City water service, and have previously-signed commitments to annex associated with their individual deeds. A handful of the properties are currently connected to City sewer; however, the majority have septic systems. All properties involved in the annexation have frontage on a public right-of-way. The properties are all contiguous with the City limits, and Community Development Department staff completed the required annexation study/report, and mailed it to the property owners and all utility companies, as is required by State law. City staff held a neighborhood meeting on September 12th, 2019 to take comments from the property owners and to answer their questions. Staff also followed up with the property owners via written correspondence dated October 8, 2019. In that the annexation is City-initiated, it was not reviewed by the Planning and Zoning Commission before consideration by Council, as would be the typical procedure with property owner-initiated annexations; therefore, no recommendation will be forthcoming.

Financial Considerations:

Not applicable.

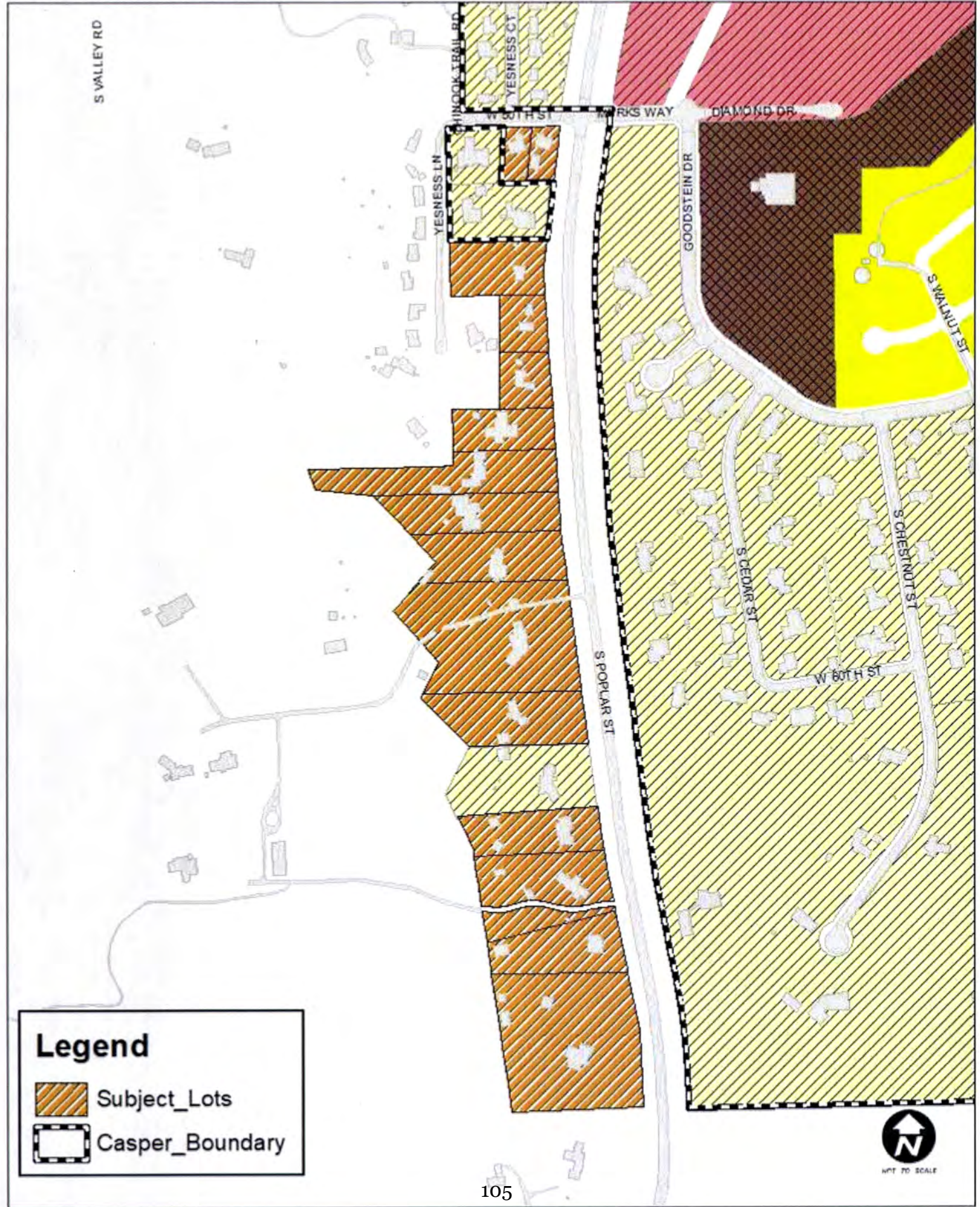
Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing annexations and zoning applications.



Attachments:

Location Map

Poplar Street Annexation



Legend

-  Subject_Lots
-  Casper_Boundary

November 15, 2019

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Establish Date of Public Hearing for Consideration of an Ordinance Approving a Plat and Subdivision Agreement for the Fairgrounds Home Addition No. 2

Meeting Type & Date:

Regular Council Meeting, November 19, 2019

Action Type:

Establish date of public hearing

Recommendation:

That Council, by minute action, establish December 3, 2019 as the date of public hearing for consideration of an Ordinance approving a vacation and plat creating the Fairgrounds Home Addition No. 2; and the Fairgrounds Addition No. 2 Subdivision Agreement.

Summary:

Fairgrounds Plaza, Inc. has applied to vacate and replat a portion of the Fairgrounds Home Addition, comprising 2.17 acres, to create the Fairgrounds Home Addition No. 2. The subject property is located at the southeast corner of Fairgrounds Road and Casper Street, and is zoned C-2 (General Business). The proposed replat is reconfiguring several small residential lots, and a large parcel that was originally planned and designed for a multi-family project. The initial phase of the Fairgrounds Home Addition, constructed as twinhomes, was overwhelmingly popular with buyers, and the replat will facilitate the further development of additional twinhome units. The replat is also platting and dedicating a new public street connecting Linden Way to Greenspire, to form an interior loop road. Primary access to the subdivision is from Fairgrounds Road on the west, and secondary access is from Casper Street, to the north. The lot sizes in the second phase are consistent with the first phase of development, averaging between 3,000 to 4,000 square feet per parcel. The C-2 (General Business) zoning district does not stipulate minimum lot sizes.

The Planning and Zoning Commission voted to unanimously support the plat after a public hearing on October 17, 2019. There were no public comments received. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing plats

Attachments:

Location Map

November 15, 2019

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Establish Public Hearing for Consideration of an Annexation and Plat Creating the Ihli Addition to the City of Casper, and zoning said Addition as R-2 (One Unit Residential)

Meeting Type & Date:

Regular Council Meeting, November 19, 2019

Action Type:

Establish Public Hearing for December 3, 2019

Recommendation:

That Council, by minute action, establish December 3, 2019 as the date of public hearing for consideration of an annexation and a plat creating the Ihli Addition to the City of Casper; and zoning said Addition as R-2 (One Unit Residential).

Summary:

Application has been made for an annexation, plat and zoning to create the Ihli Addition to the City of Casper. The subject property is approximately two (2) acres in size, undeveloped, and is located at 3503 Casper Mountain Road. The proposed plat is creating two (2), one-acre lots, and the requested zoning of the property is R-2 (One Unit Residential). Surrounding zoning in the area includes PUD (Planned Unit Development) to the north and east; R-4 (High Density Residential) to the west; and unincorporated County land immediately to the south. Land uses in the surrounding area are primarily single-family residential, with a few small professional offices to the south. The applicant's future plans for the development of the property are unknown. The subject area is located within the City of Casper's Urban Growth Boundary, and is therefore; appropriate for annexation, and the provision of City services.

Wyoming Department of Transportation (WYDOT) controls access on Casper Mountain Road, and the applicant will be required to obtain their approval for the future location and configuration of approaches to the subdivision. In that Casper Mountain Road is not a City owned/maintained right-of-way, it is not currently designed as a City street, and lacks curb, gutter, and sidewalks. Staff has included a recommended condition of approval that would require the owner to install curb, gutter and sidewalk along the street frontage of their property in the future, at such time as the City directs.

Section 17.12.170 of the Casper Municipal Code requires that staff review all zoning requests in context with the approved Comprehensive Land Use Plan, and staff is required to provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone

change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The property in question is in an area designated by the FLU as a transition zoned between a Neighborhood Center and a Neighborhood Type 3. Both designations allow for a variety of types of residential development, which suggests that R-2 (One Unit Residential) zoning is a good fit for the area.

The proposed R-2 (One Unit Residential) zoning district allows, as permitted uses, by right, any and all of the following:

- A. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- B. Day-care, adult;
- C. Family child care home;
- D. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- E. Schools, public, parochial, and private elementary, junior and senior high;
- F. Neighborhood assembly uses;
- G. Neighborhood grocery;
- H. Group home;
- I. Church.

The Planning and Zoning Commission voted unanimously to support the annexation, plat and zoning after a public hearing on October 17, 2019. At the public hearing, two (2) citizens spoke in opposition to multifamily development/zoning in the area, which resulted in the applicant amending their zone change request to R-2 (One Unit Residential). A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

Not applicable.

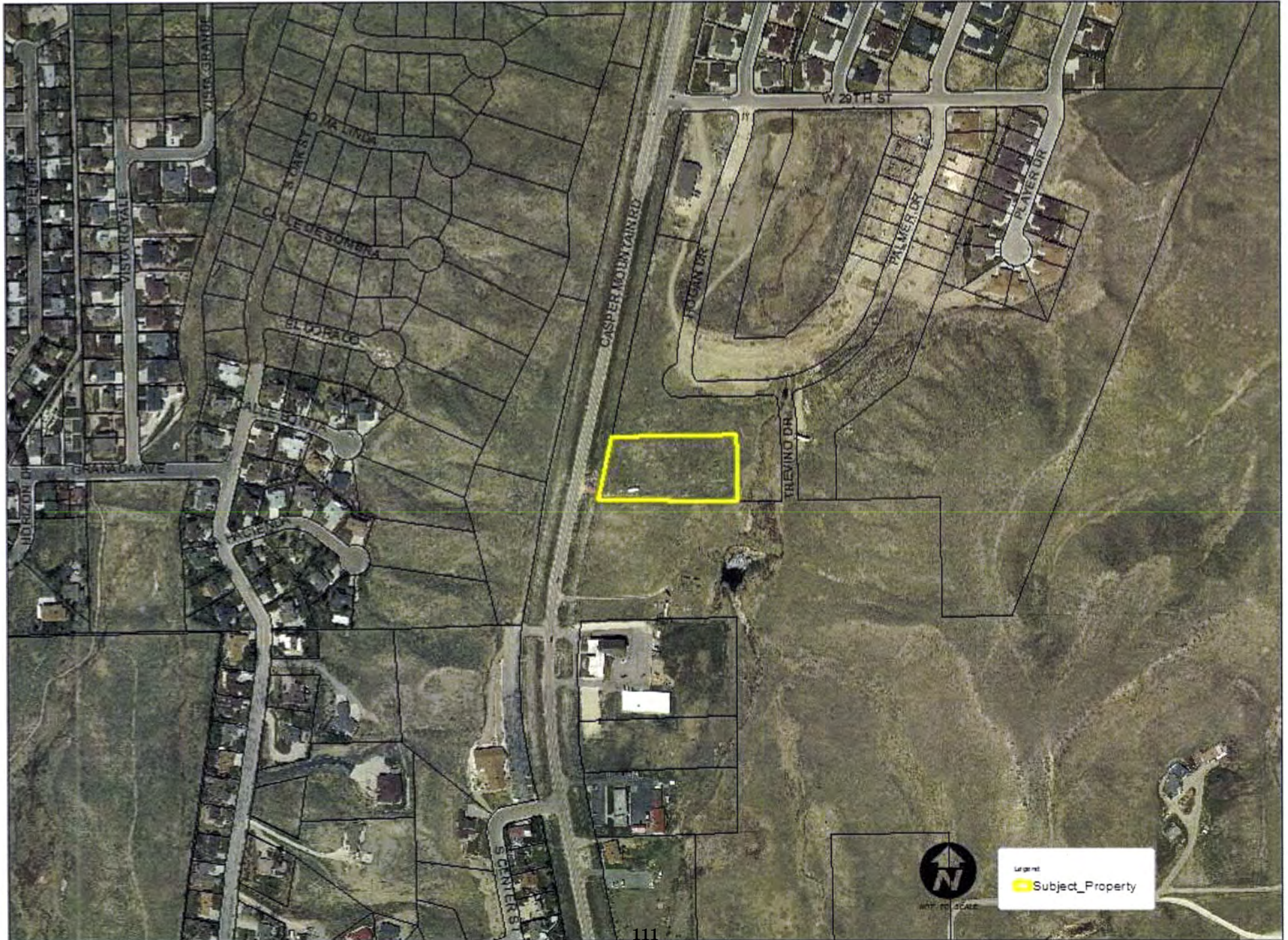
Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing annexations, plats and zoning applications.


Attachments:


Location Map

Annexation Creating "Ihli Addition"



November 15, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establishing January 7, 2020 as the date of the Public Hearing for Consideration of a Resolution certifying Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of thirteen (13) properties along South Poplar Street, south of West 50th Street, complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, November 19, 2019

Action Type:

Establish date of public hearing for January 7, 2020

Recommendation:

That Council, by minute action, establish January 7, 2020 as the date of the public hearing for consideration of a Resolution to determine if the Annexation of multiple properties, described below, complies with W.S. §15-1-402.

- E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition
- Tracts 14-31, Inclusive, South Garden Creek Acres No. 2 Addition
- Tracts 1-10, and the South Portion of 11, South Garden Creek Acres Addition

Summary:

Pursuant to the Wyoming State Statutes pertaining to annexations, as amended, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept an annexation report prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed. The City Council initiated the annexation of these properties via Resolution No. 19-162.

A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing, pursuant to State law. All public hearings are also advertised on the City's website (casperwy.gov).

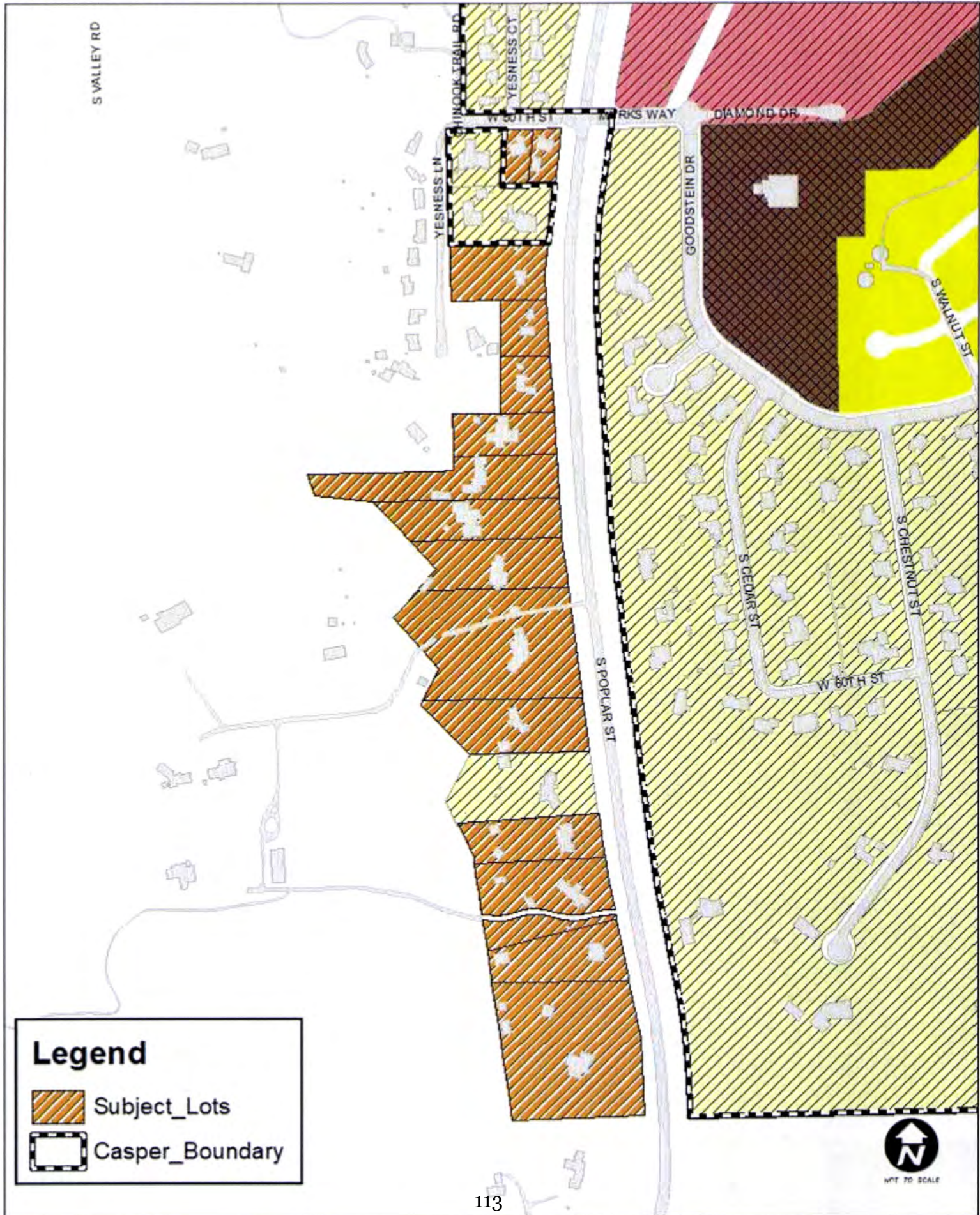
Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing annexations.

Attachments:


Location Map

Poplar Street Annexation



November 15, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establishing January 21, 2020 as the date of the Public Hearing for Consideration of a Resolution certifying Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of the Ihli Addition to the City of Casper complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, November 19, 2019.

Action Type:

Establish date of public hearing for January 21, 2020

Recommendation:

That Council, by minute action, establish January 21, 2020 as the date of the public hearing for consideration of a Resolution to determine if the Annexation of the Ihli Addition complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming State Statutes pertaining to annexations, as amended, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept an annexation report prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

Application has been made for an annexation, plat and zoning to create the Ihli Addition to the City of Casper. The subject property is approximately two (2) acres in size, undeveloped, and is located at 3503 Casper Mountain Road. The proposed plat is creating two (2), one-acre lots, and the requested zoning of the property is R-2 (One Unit Residential). Surrounding zoning in the area includes PUD (Planned Unit Development) to the north and east; R-4 (High Density Residential) to the west; and unincorporated County land immediately to the south. Land uses in the surrounding area are primarily single-family residential, with several small professional offices to the south. The applicant's future plans for the development of the property are unknown. The subject area is located within the City of Casper's Urban Growth Boundary, and is therefore; appropriate for annexation, and the provision of City services.

A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing, pursuant to State law. All public hearings are also advertised on the City's website (casperwy.gov).

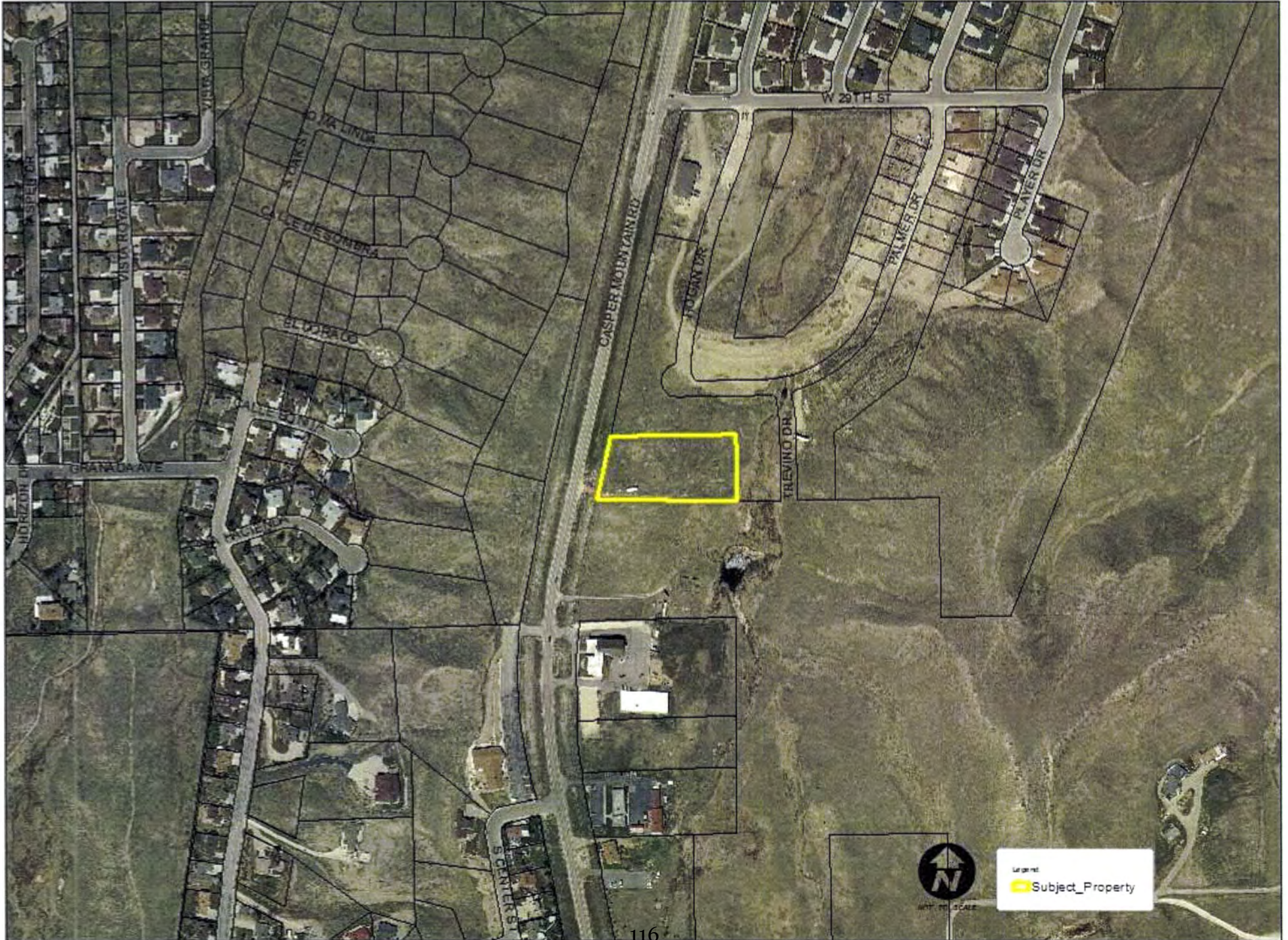
Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing annexations.


Attachments:


Location Map

Annexation Creating "Ihli Addition"



November 15, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Public Hearing for Consideration of an Ordinance approving a plat creating the Dewald Divide Addition, a subdivision agreement, and a zone change of said addition to C-2 (General Business), R-4 (High Density Residential) and ED (Educational District).

Meeting Type & Date:

Regular Council Meeting, November 5, 2019.

Action Type:

First reading of ordinance with public hearing.

Recommendation:

That Council approve an Ordinance approving a plat creating the Dewald Divide Addition, a subdivision agreement, and a zone change of said Addition from ED (Educational District) to C-2 (General Business), R-4 (High Density Residential) and ED (Educational District).

Summary:

Application has been made to plat the former Grant School site located at 1536 Oakcrest Avenue, at the corner of Oakcrest and East 15th Streets. The Natrona County School District vacated the site, and sold it to the applicant, who wishes to repurpose the old school as a daycare facility, and the undeveloped portion of the site for small commercial shops and multi-family residential. The site is approximately 6.33-acres in size, and is currently unplatted. The proposed layout of the Dewald Divide Addition consists of three (3) lots. Lot 1 is the location of the former school. Lot 2 is vacant, and formerly used as the outdoor play area for the school. Lot 3 is also vacant, and consists of a large hill. All three proposed lots exceed the City's minimum lot size requirements in their respective zoning districts.

The topography of the subject property precludes future access to the lots from East 15th Street. Instead, all access to the individual lots is being planned off of Oakcrest. An access easement is being shown at the south end of the subdivision which will provide access to Lot 3, specifically. Proposed Lot 2 has adequate room available on Oakcrest for the addition of an approach in the future.

The entire property is currently zoned ED (Educational District), and the applicant plans to leave proposed Lot 1 zoned as such. Proposed Lot 2 is requested to be zoned C-2 (General Business), and proposed Lot 3 is requested to be zoned as R-4 (High Density Residential). Existing zoning in the surrounding area is as follows:

- PH (Park Historic) – south and west

- R-2 (One Unit Residential) – north and east

The existing land uses in the surrounding area are primarily single-family residential, but also include the municipal golf course to the south, the Werner Wildlife Museum and the YMCA, both located generally west of the subject property, along East 15th Street.

Section 17.12.170 of the Casper Municipal Code requires that staff review all zoning requests in context with the approved Comprehensive Land Use Plan, and staff is required to provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The property in question is in an area designated by the FLU as “Neighborhood Center.” Neighborhood Centers are designated for low-scale commercial uses supporting general neighborhood needs with supporting multifamily residential. Page 4-32 of the Generation Casper Plan provides the general characteristics of a Neighborhood Center, and states that they typically consist of offices, small grocery, and/or restaurants. Although primarily residential in character, other uses are focused at intersections and major corridors. Schools and other public facilities such as recreation centers are also located in Neighborhood Centers.

For the Council’s reference, the allowable/permitted uses for the requested zoning classifications are provided below.

C-2 (General Business):

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;

17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;
24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

R-4 (High Density Residential):

- A. Assisted living;
- B. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
- C. Conventional site-built and modular two-family dwellings;
- D. Conventional site-built and modular multifamily dwellings;
- E. Conventional site-built and modular condominiums for residential use;
- F. Conventional site-built and modular townhomes for residential use;
- G. Bed and breakfast;
- H. Bed and breakfast homestay;
- I. Boarding/rooming houses;
- J. Churches;
- K. Day-care, adult;
- L. Family child care home;
- M. Group homes;
- N. Nursing homes;
- O. Parks, playgrounds, golf courses, and similar recreational activities operated and used primarily during daylight hours;
- P. Schools, public, parochial, and private elementary, junior and senior high;
- Q. Neighborhood assembly uses;
- R. Branch community facilities;
- S. Neighborhood grocery;
- T. Personal service shops;
- U. Professional offices with fewer than twenty employees;
- V. Coffee shops, cafes and restaurants without drive-up windows;
- W. Sundry shops and specialty shops.

ED (Educational District):

- A. Bed and breakfast;
- B. Bed and breakfast homestay;
- C. Bed and breakfast inn;
- D. Colleges, universities, and/or campuses, along with associated buildings;
- E. Dormitories;
- F. Married and single student housing, including apartments located on a college, university, trade school, or a public or private school campus;
- G. Day-care, adult;
- H. Child care center;
- I. Family child care center - zoning review;

- J. Parks, playgrounds, golf courses, football fields, stadiums, and other similar recreational facilities operated in use primarily during daylight hours;
- K. Schools, public, parochial, and private elementary, junior, and senior high;
- L. Trade schools;
- M. Neighborhood assembly uses;
- N. Regional assembly uses;
- O. Branch community facilities.

The Planning and Zoning Commission voted to unanimously support the plat and zone change after a public hearing on August 21, 2019. There were no public comments received. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the Council agenda page of the City's website (casperwy.gov), and notices are mailed to all property owners within three hundred (300) feet.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing replats and zone changes.

Attachments:

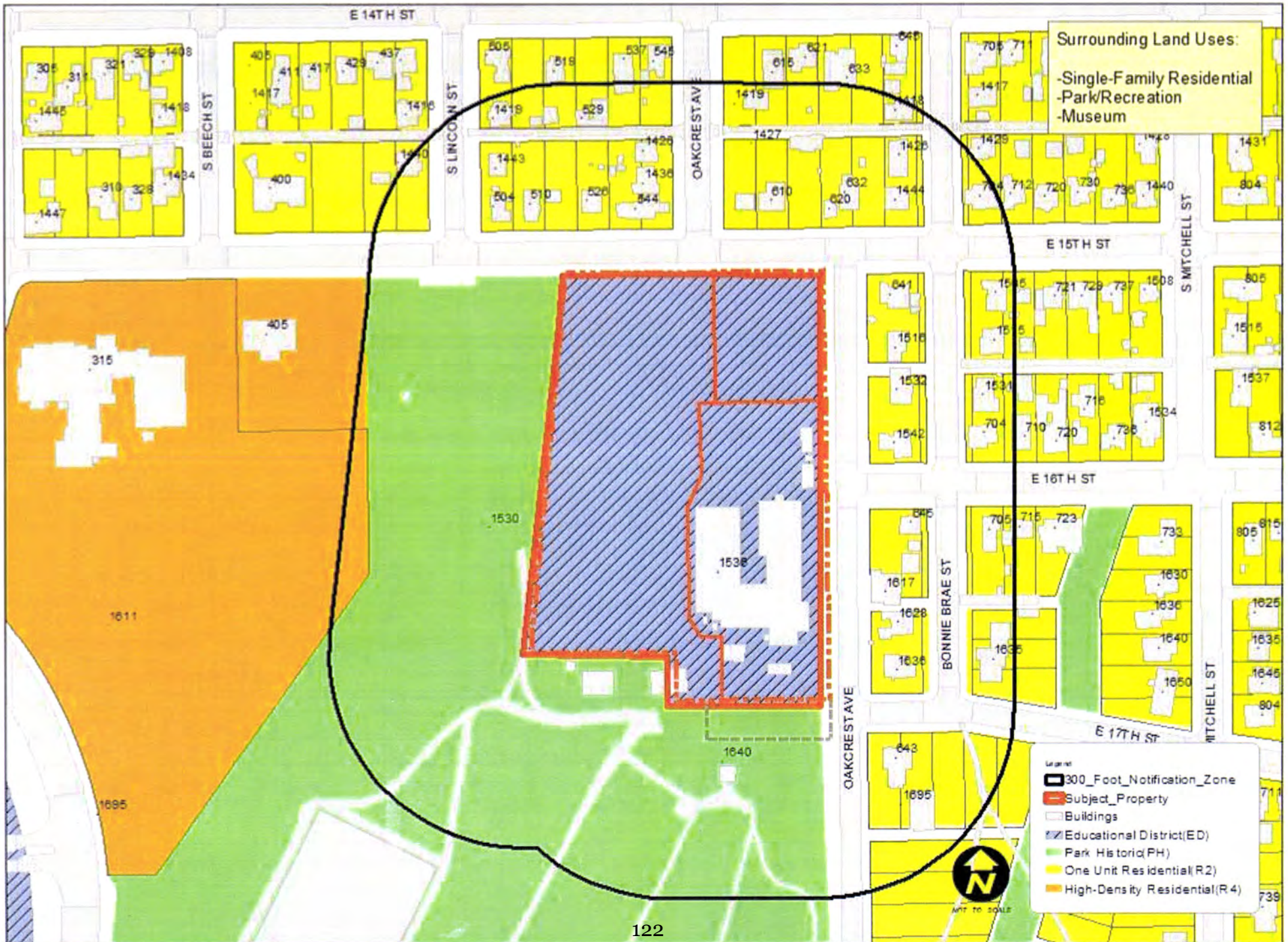
Location Map

Aerial Map

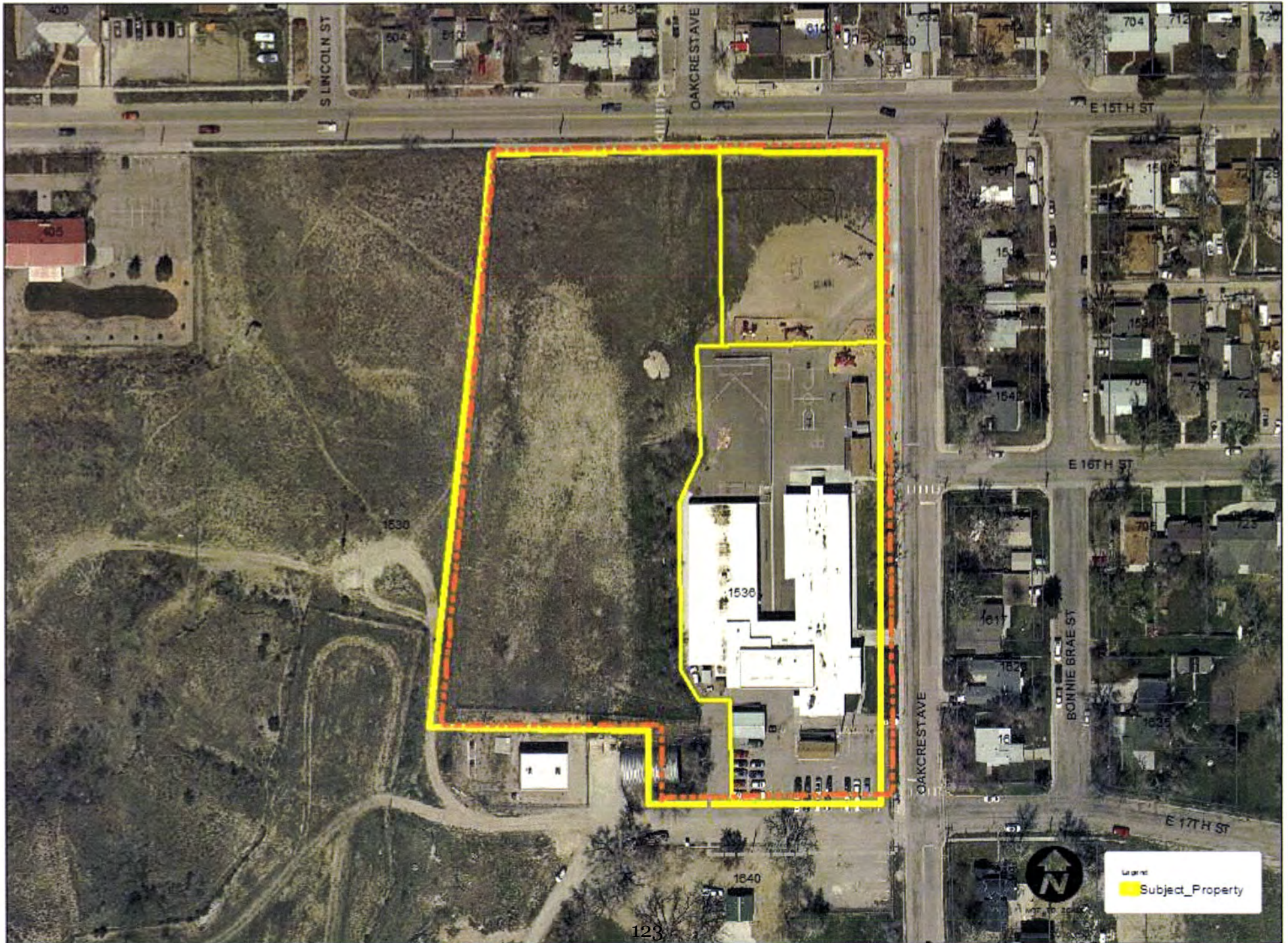
Ordinance

Subdivision Agreement

Dewald Divide Addition Zoning Map



Dewald Divide Addition Aerial Map



ORDINANCE NO.32-19

AN ORDINANCE APPROVING A PLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE CREATING THE DEWALD DIVIDE ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, application has been made to plat a portion of the NE1/4NE1/4, Section 16, T. 33 N, R. 79 W, 6th P.M., Natrona County, as Dewald Divide Addition, Subdivision of the City of Casper, Wyoming; and,

WHEREAS, application has also been made to rezone the proposed Dewald Divide Addition from zoning classification ED (Educational District) to C-2 (General Business), ED (Educational District) and R-4 (High Density Residential); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the plat upon third reading of this ordinance; and,

WHEREAS, this platting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the plat and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat, zone change and subdivision agreement should be approved.

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

SECTION 1:

That the above-described plat creating the Dewald Divide Addition is hereby approved, but subject to any adjustments that are required to comply with a final judicial order (including any appeal thereof) of a *Complaint for Declaratory Judgement and Quiet Title* being filed in the District Court, Seventh Juridical District, State of Wyoming, County of Natrona, and captioned *The City of Casper v. David Wayne Dewald, Trustee of the David Dewald Revocable Trust*, or any final settlement agreement reached and properly executed between the parties.

SECTION 2:

The zone change of the Dewald Divide Addition is hereby approved, and said property shall be zoned as follows:

- Lot 1 – ED (Educational District)
- Lot 2 – C-2 (General Business)
- Lot 3 – R-4 (High Density Residential)

SECTION 3:

The Dewald Divide Addition Subdivision Agreement is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said document.

SECTION 4:

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

PASSED on 1st reading the ____ day of _____, 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:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

**DEWALD DIVIDE ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 19th day of November, 2019, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. David Wayne Dewald, Trustee of the David Dewald Revocable Trust dated January 22, 2015, 122 South Elk Street, Casper, Wyoming 82601 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to plat a subdivision of a portion of the NE1/4NE1/4, Section 16, T. 33 N, R. 79 W, 6th P.M., Natrona County, as Dewald Divide Addition, comprising 6.33-acres, more or less.
- C. A plat of Dewald Divide Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the

City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

- g. **No Third-Party Beneficiary Rights:** The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. **Severability:** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. **Notices:** Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

David Dewald Revocable Trust,
 dated January 22, 2015
 Attn: David Dewald
 122 South Elk Street
 Casper, Wyoming 82601

City of Casper
 Attn: Community Development Director
 200 North David
 Casper, WY 82601
 Fax: 307-235-8362

- j. **Headings:** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. **Survival:** All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

- I. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

SECTION 6 – POTENTIAL/PENDING LITIGATION

A Complaint for Declaratory Judgment and Quiet Title (“Complaint”) is being filed in the District Court, Seventh Juridical District, State of Wyoming, County of Natrona, captioned The City of Casper v. David Wayne Dewald, Trustee of the David Dewald Revocable Trust.

Despite the dispute described in the Complaint, the parties agree to proceed with execution of this Agreement, but, contingent upon final judicial determination of the Complaint, including and appeals thereof, or of a final, properly executed, settlement of the case between the parties.

This Agreement, surveying and plat of the property will be adjusted to conform to a final judicial determination of the Complaint (after all appeals are exhausted) or a final settlement of the case between the parties. The losing party shall pay the cost of any replat, minor boundary adjustment or survey that is required as a result.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

Walker Trust

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS:

OWNER
David Dewald Revocable Trust, dated
January 22, 2015

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 201____, by Charles Powell, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 201____, by David Dewald as Trustee of the David Dewald Revocable Trust, dated January 22, 2015.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

October 9, 2019

MEMO TO: J. Carter Napier, City Manager *jal*
FROM: Andrew Beamer, Public Services Director *AB*
SUBJECT: An Ordinance Amending Section 10.24.010 and Section 10.24.020 of the Casper Municipal Code

Meeting Type & Date:
Regular Council Meeting
November 5, 2019

Action Type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish November 19, 2019 as the Public Hearing date and 1st Reading for an amendment to Section 10.24.010 and Section 10.24.020 of the Casper Municipal Code.

Summary
Wyoming State Statutes specify maximum speed limits on roadways, limiting speeds to 30-mph in residential areas and 20-mph in appropriately signed school zones. The City of Casper has adopted the 30-mph speed limit as the default speed limit for all locations unless posted otherwise. Statutes also allow local authorities to establish speed limits in their jurisdiction that differ from the statutes as long as they are consistent with national practices. Underlying all speed limits is the requirement that drivers operate their vehicles at a speed that is reasonable and prudent for conditions.

A speed study was recently conducted around the Wyoming Medical Center campus to determine if data supported a proposal to lower the speed limit from 30-mph to 20-mph. On the basis of the observed 85th percentile speeds, it appeared the default speed limit of 30-mph was appropriate. However, the crash history at the intersections of East 2nd Street & Conwell Street and East 2nd Street and Jackson Street supported the proposal to lower the speed limit around the Wyoming Medical Center campus from 30-mph to 20-mph. Based on the accident data, Council made the decision to lower the speed limit along East 2nd Street between South Park Street and South Conwell Street.

Additional speed data has since been collected along East 2nd Street to determine the effectiveness of the reduced speed limit. The 85th Percentile Speeds have reduced from 34-mph to 28-mph in front of the Hospital. The 85th Percentile Speed between South Park Street and South McKinley Street is at 30-mph. This data suggests that the speed reduction in front of the Hospital has been marginally effective, with traffic tending to speed up between downtown and the Hospital. Based on the marginal effectiveness of the reduced speed limit, and an early indication that traffic

accidents don't appear to be reduced, Council gave approval at the October 8, 2019, work session to raise the speed limit back to 30-mph.

Speed data was also collected along King Boulevard. The speed limit along this section of roadway is currently at the default of 30-mph. The 85th Percentile Speed along King Boulevard is 40-mph. It is clear that the majority of the public feel this speed to be appropriate, and Council supported staff's recommendation to raise this speed limit to 40-mph.

As such, the Casper Municipal Code is proposed to be amended as follows:

"C" of Ordinance 10.24.010 is amended to read as follows:

- C. South Conwell Street from East 1st Street to East 5th Street;
~~East 2nd Street from South Park Street to South Conwell Street;~~
East 5th Street from South McKinley Street to South Conwell Street;
and all streets between South McKinley Street and South Conwell Street & East 2nd Street and East 5th Street.

"B" of Ordinance 10.24.020 is created to read as follows:

- B. King Boulevard from South Poplar Street to West 13th Street.

Financial Considerations

Change in signage – anticipate \$800.00 – approximation

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Attachments

Ordinance

Existing Code Section 10.24.010

Existing Code Section 10.24.020

10.24.010 - Twenty mile per hour speed zones.

The following areas shall be designated as twenty mile per hour speed zones:

- A. Beginning at the point of intersection of "E" Street with Center Street, which is the northwesterly corner of the area described, thence easterly along the northern border of "E" Street extended in an easterly direction to the imaginary intersection of Park Street, thence southerly along the eastern border of Park Street to 3rd Street, thence westerly along the southern border of 3rd Street to Collins Drive; thence westerly along the southern border of Collins Drive to Durbin Street; thence southerly along the eastern border of Durbin Street to 6th Street, thence westerly along the southern border of 6th Street to Ash Street, thence northerly along the western border of Ash Street to Midwest Avenue, thence westerly to the west edge of Spruce Street, thence to the extended projection of the intersection of Spruce Street with West "C" Street and West 1st, thence northerly along the west side of West "C" Street to West "BC" Street to the extended intersection of West "BC" Street with Center Street, thence northerly along the western border of Center Street to the point of beginning;
- B. Columbine from Daffodil to Honeysuckle.
- C. South Conwell Street from East 1st Street to East 5th Street; East 2nd Street from South Park Street to South Conwell Street; East 5th Street from South McKinley Street to South Conwell Street; all streets between South McKinley Street and South Conwell Street; and East 2nd Street and East 5th Street.

(Ord. 12-00 § 1, 2000; Ord. 2-88 (part); Ord. 88-87, 1987; prior code § 24-30)

(Ord. No. 22-09, § 1, 11-3-2009; Ord. No. 3-19, 3-5-2019)

10.24.020 - Forty mile per hour speed zones.

The following areas shall be designated as forty mile per hour speed zones:

- A. Bryan Stock Trail from K Street to Amoco Road.

(Ord. 2-88 (part), 1988; prior code § 24-30(1))

ORDINANCE NO. 33-19

AN ORDINANCE AMENDING SECTION 10.24.010 AND SECTION 10.24.020 OF THE CASPER MUNICIPAL CODE PERTAINING TO THIRTY AND FORTY MILE PER HOUR SPEED ZONES

WHEREAS, a speed data suggests marginal effectiveness of the reduced speed limit along East 2nd Street between South Park Street and South Conwell Street; and,

WHEREAS, speed data along King Boulevard supports raising the speed limit from 30 miles per hour to 40 miles per hour.

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

That Section 10.24.010.C of Chapter 10.24 of the Casper Municipal Code is hereby amended as follows:

- C. South Conwell Street from East 1st Street to East 5th Street;
~~East 2nd Street from South Park Street to South Conwell Street;~~
East 5th Street from South McKinley Street to South Conwell Street;
and all streets between South McKinley Street and South Conwell Street & East 2nd Street and East 5th Street.

That Section 10.24.020 of Chapter 10.24 of the Casper Municipal Code is hereby amended to add an additional paragraph "B" which reads as follows:

- B. King Boulevard from South Poplar Street to West 13th Street.

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

PASSED on 1st reading the ____ day of _____, 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

CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

October 21, 2019

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

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

SUBJECT: Public Hearing for Transfer of Ownership for Retail Liquor License No. 18 3OH7 Hospitalities, LLC d/b/a C85 @ The Wonder Bar, Located at 256 South Center Street to Casper Chop House, LLC, d/b/a Wyoming Rib and Chop House, Located at 256 South Center Street.

Meeting Type & Date

Regular Council Meeting
November 19, 2019

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application for a transfer of ownership for retail liquor license No. 18 for 3OH7 Hospitalities, LLC d/b/a C85 @ The Wonder Bar, located at 256 South Center Street to Casper Chop House, LLC, d/b/a Wyoming's Rib and Chop House, located at 256 South Center Street.

Summary

An application has been received requesting a transfer of ownership for retail liquor license No. 18 for 3OH7 Hospitalities, LLC d/b/a C85 @ The Wonder Bar, located at 256 South Center Street to Casper Chop House, LLC, d/b/a Wyoming's Rib and Chop House, located at 256 South Center Street.

Currently, retail liquor license No. 18 is owned by 3OH7 Hospitalities, LLC d/b/a C85 @ The Wonder Bar located at 256 South Center. This license became non-operational in February of this year. If approved, this license will be approved but not issued until the state food permit and the City of Casper health license are obtained. This applicant plans to open in December.

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

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Copy of Application
Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

Local License #: retail 18

License Fees Annual Fee: \$ 1500.00 Date filed with clerk: 10 16 2019
 Prorated Fee: \$ 500.00 Advertising Dates: (2 Weeks) 11/7/2019 & 11/10/2019
 Transfer Fee: \$ _____ Hearing Date: 11 19 2019
 Publishing Fee: \$ 93.48
 Publishing Fee Direct Billed to Applicant:

License Term: 11 1 20 12019 Through 03 1 31 12020
 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: Casper Chop House, LLC

Trade/Business Name (dba): Wyoming's Rib & Chop House

Building to be licensed/Building Address: 256 S. Center St.
Number & Street

Casper WY 82601 Natrona
City State Zip County

Mailing Address: 256 S. Center St.
Number & Street or P.O. Box

Casper WY 82601
City State Zip

Business Telephone Number: (307) 274-6078 Fax Number: (866) 857-9084

E-Mail Address: Chris.OBryan@RibandChopHouse.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
LOTS 21 & 22, BLOCK 2 OF CASPER ADDITION, ZONED C-3

<p>FILING FOR</p> <p><input type="checkbox"/> NEW LICENSE</p> <p><input type="checkbox"/> TRANSFER OF LOCATION</p>	<p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF: <u>Casper</u></p> <p><input type="checkbox"/> COUNTY OF: _____</p>	<p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> LP/LLP</p> <p><input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input type="checkbox"/> OTHER _____</p>
<p><input checked="" type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FORMERLY HELD BY: <u>3OH7 Hopspitality, LLC</u></p>		<p><input checked="" type="checkbox"/> ASSIGNMENT LETTER ATTACHED</p>

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<p><input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)</p> <p><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p>	<p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p>	<p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p>SPECIAL DESIGNATIONS</p> <p><input type="checkbox"/> CONVENTION FACILITY</p> <p><input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> GUEST RANCH</p> <p><input type="checkbox"/> RESORT</p>
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To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec

SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11a to 11p

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)
 - (2) LEASE the licensed building? (Lease must be through the term of the liquor license) YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page 3 paragraph 3 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 3 paragraph 2 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) YES NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for? YES NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO

(d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

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

If "YES", explain: _____

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Douglas Braham						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"/>
						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 at least one million dollars (\$1,000,000.00)? 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:

- [X] A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
[X] Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
[X] 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).
[X] 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

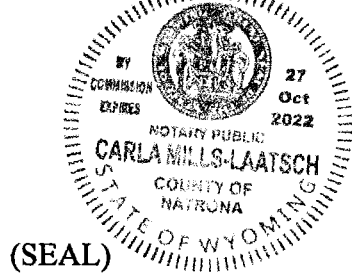
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 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 16th day of October, 2019 that the facts alleged in the foregoing instrument are true by the following:

Table with 3 columns: Signature, Printed Name, Title. Row 1: Douglas Braham, Member. Rows 2-6 are blank.



Witness my hand and official seal:

Signature of Notary Public: Carla Mills Laatsch

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:

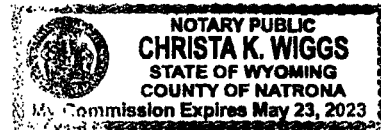
- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 11/06/2019 and ended on 11/20/2019 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills - Praatsch Date: 11/8/2019

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

8th day of November, 2019



Christa Wiggs

Provide to City of Casper Central Records

TRANSFER OWNERSHIP FOR RETAIL LIQUOR LICENSE

An application for a transfer of ownership for Retail Liquor License No. 18 Casper Chop House, LLC d/b/a Wyoming's Rib & Chop House located at 256 South Center St has been received in this office. Public Hearing on said application will be held on November 19, 2019, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.

ORDINANCE NO. 30-19

AN ORDINANCE APPROVING A ZONE CHANGE OF 1.65-ACRES DESCRIBED AS TRACT A, GARDEN CREEK SQUARE ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described tract from zoning classification Planned Unit Development (PUD) to General Business (C-2); and,

WHEREAS, after a public hearing on September 19, 2019, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

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

SECTION 1:

Tract A, Garden Creek Square Addition, described as a 1.65-acre parcel located at the northwest corner of SW Wyoming Boulevard and South Coffman Avenue, is hereby rezoned from zoning classification Planned Unit Development (PUD) to General Business (C-2).

SECTION 2:

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

PASSED on 1st reading the 15th day of October, 2019.

PASSED on 2nd reading the 5th day of November, 2019.

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

APPROVED AS TO FORM:

Walton Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

ORDINANCE NO. 31-19

AN ORDINANCE AMENDING SECTION 16.16.020 AND 16.24.010 OF THE CASPER MUNICIPAL CODE TO COINCIDE WITH UPDATES TO THE HORIZONTAL REFERENCE DATUM USED BY THE CITY OF CASPER

WHEREAS, the City of Casper is moving to a new horizontal datum for which all data submitted to the City should be referenced as defined by Casper Municipal Code Sections 16.16.020 and 16.24.010; and,

WHEREAS, the City Council of Casper, Wyoming, has determined that Sections 16.16.020 and 16.24.010 of the Casper Municipal Code should be amended to update the horizontal reference datum; and,

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

Section 1:

That Section 16.16.020.V.3 of the Casper Municipal Code shall be amended to read as follows:

Survey data shall be compatible with the City GIS and CAD infrastructures, all data must be horizontally referenced to NAD 83(2011) Wyoming state plane east central zone, US Survey Feet.

That Section 16.24.010.R.3.a of the Casper Municipal Code shall be amended to read as follows:

Horizontal Control: NAD 83(2011) Wyoming state plane east central zone, US Survey Feet.

Section 2:

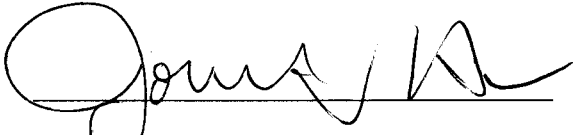
This ordinance shall become in full force and effect twenty-one (21) days after passage on third reading.

PASSED on 1st reading the 15th day of Oct., 2019

PASSED on 2nd reading the 5th day of Nov., 2019

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

APPROVED AS TO FORM:

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


ATTEST:


Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

October 21, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 

SUBJECT: Grant Agreement with the Wyoming Office of State Lands and Investments
Midwest Avenue Reconstruction – Elm Street to Walnut Street, Project 18-072.

Meeting Type & Date

Council Meeting
November 19, 2019

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize a Grant Agreement with the Wyoming Office of State Lands and Investments (Office of State Lands) for construction activities for the Midwest Avenue Reconstruction – Elm Street to Walnut Street, Project, No. 18-072, in the amount of \$99,257.

Summary:

The City of Casper received \$500,000 in County Wide Consensus Funds in fiscal year 2014 to install a traffic signal at the intersection of Midwest Avenue and Poplar Street. The project was completed in November of 2014 with a project savings of \$99,257.

The next phase of the Midwest Avenue Reconstruction project from Elm Street to Walnut Street is expected to cost just over \$3.7 million. Funding for the project has been secured with a grant from the State Loan and Investment Board in the amount of \$1,520,693, with the balance of funding being provided from capital fund reserves and from optional one cent #14 and #15 funds allocated to the project. The grant agreement with the Office of State Lands allows the \$99,257 from the signal project to be directed to this project.

Financial Considerations

The reallocation of the unused County Wide Consensus funds from the Midwest Avenue & Poplar Street Traffic Signal Project to the Midwest Avenue Reconstruction – Elm Street to Walnut Street, Project 18-072, will reduce the funding obligation from Capital Fund Reserves and Optional One Cent #14 and #15 funds by \$99,257.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Attachments

Resolution
State of Wyoming State Loan and Investment Board Grant Agreement

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

Grant Agreement

1. **Parties.** The parties to this Agreement are the Wyoming Office of State Lands and Investments (Office of State Lands), whose address is 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Casper (Grantee), whose address is 200 N David St, Casper, WY 82601.
2. **Purpose of Agreement.** On October, 3, 2019 the State Loan and Investment Board (SLIB) approved a grant from Chapter 32, Capital Improvement Projects-Countywide Consensus List Awards, up to the amount of NINETY-NINE THOUSAND TWO HUNDRED FIFTY-SEVEN And 00/100 Dollars (\$99,257.00), to be used for the following SLIB-approved project:

Midwest Avenue Reconstruction-Elm St. to Walnut Street

The Office of State Lands administers these types of grants. For the above-named project, this agreement shall set out the grant conditions and instructions on how the Office of State Lands will disburse funds for the project.

Additionally, and although not a condition to receiving grant funding under this agreement, the Office of State Lands highly recommends that the governing body of the Grantee attend "Board Training" and keep in contact with the Wyoming Association of Rural Water Systems and/or the Wyoming Association of Municipalities.

3. **Term of Agreement and Required Approvals.** This agreement is effective when all parties have executed it _____.
4. **Responsibilities of Grantee.** The Grantee agrees:
 - A. **Grantee shall comply with the special conditions set out on Attachment A to this Agreement and incorporated herein by reference.**

- B. The granted funds are to be spent only for the described purpose or project in the submitted application, and for no other purpose or project.
- C. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.
- D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this agreement, SLIB rules, and all other state and federal laws.
- E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide the Office of State Lands, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.
- F. The Office of State Lands, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, Article 10, *Capital Construction Projects Temporary Restrictions*, if receiving funding from Chapter 32 Capital Improvement Projects-Countywide Consensus List Awards.

5. **Responsibilities of the Office.** The Office of State Lands agrees:

- A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 32 rules, under this agreement and other state law, and provided further that the Grantee is in compliance with this agreement, SLIB rules, and all other state and federal laws.

6. **Special Provisions.**

A. To request reimbursement for eligible expenditures, a Grant Draft Request (GDR) form must be completed, and submitted (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of Engineering.

- (i)** All GDR forms must be signed by your authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the grant draft request form are authorized to sign on behalf of the Grantee. It always remains the responsibility of the Grantee for ensuring that grant funds are spent in accordance with this agreement, and state and federal law.

- (ii)** An electronic copy of the GDR form (with or without formulas) is available on our web site, by going to <http://lands.wyo.gov>, clicking on Grants & Loans in the top menu bar, going to “Countywide Consensus Grants” and clicking on “Grant Draft Request”. Then, a “File Download” menu will appear—click on Save, and be sure to note where the file is saved. Open the file that you just saved, click on the tab you would like to view or work with, such as Example GDR with formulas, GDR with Formulas, or GDR without Formulas.

- (iii)** The Office of State Lands recommends using the GDR with Formulas, to automatically calculate the SLIB Amount for each invoice. Update the form with the following information:

Grant NO.: CWC-13428 NA

SLIB: 3%

LOCAL: 97%

Requested By: City of Casper

Project Description: Midwest Avenue Reconstruction-Elm St to Walnut St.

Amount of Funds Approved for Project: \$99,257.00

Amount of Engineering Approved for Project should be: \$19,851.40

In addition, update the following at the bottom of the form:

Type the Name & Title for the By Signature

Type the Name & Title for the Attest Signature

Type the Name of the Contact Person

Type the Phone number of the contact person

Type the e-mail address of the contact person

Print on Legal paper (11" x 14"), attach the invoices in the order they appear on the GDR, original signatures are required.

- (iv) Upon receipt, the Office of State Lands will review for accuracy, eligibility, and submit for processing. Payments will be issued directly from the Wyoming State Auditor's office, typically on Monday and Thursday of each week.
 - (v) To verify a payment, use the on-line payment search at http://sao.state.wy.us/EFT_Search_page.htm, on the State Auditor's website, by selecting "Vendor Payments Search" and entering as much information as possible. (The Office of State Lands is linked to Dept 060, you are the vendor, the Document will begin with the Grant number), click "Submit." Once you have the results, you can click on the titles at the top of the page to sort by column.
- B. Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is 3%.
 - C. According to Chapter 32, Section 4(b)(iii), the maximum amount reimbursable for engineering costs is limited to 20% of the grant amount approved, if applicable \$19,851.40.
 - D. If the SLIB provides additional funding for this project, the Office of State Lands will recalculate the disbursement percentage and will make disbursements based upon that percentage. The Office of State Lands will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
 - E. For questions about the form, reimbursement process, or eligible items please contact Sheila Palmer (Sheila.palmer1@wyo.gov or 307-777-7309).

7. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation.
- D. **Audit/Access to Records.** The Office of State Lands and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.
- E. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. **Entirety of Agreement.** This Agreement, consisting of seven (7) pages and Attachment A, one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- I. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- J. Sovereign Immunity.** The State of Wyoming, the SLIB, and the Office of State Lands do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- K. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- L. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS:

Jenifer Scoggin, Director

Date

GRANTEE:

City of Casper

Charles Powell, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General

Date

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

**Grant Agreement
Attachment A**

Detailed below are the special conditions the Grantee must meet prior to funds being disbursed:

The Grantee shall complete a *Certification Statement* and submit it to the Office of State Lands as soon as possible upon entering into this agreement.

This form can be found on the Office's website by going to <http://lands.state.wy.us>, then clicking on "Grants & Loans", under "Qualifications", then clicking on "Contractors & Design Firms Certification".

The Certification must be submitted prior to submitting the first Grant Draft Request (GDR) or with the first GDR. The Office of State Lands must receive the certification before any GDRs can be reviewed and processed. In addition, the Grantee must reference which grants the completed certification is referencing.

For questions about the Certification, please contact Sheila Palmer (Sheila.palmer1@wyo.gov) or 307-777-7309.

Certification Statement
W.S. §§ 16-6-101, et seq., 16-6-201, et seq., & 16-6-1001

W.S. § 16-6-101, et seq. PUBLIC WORKS AND CONTRACTS

Contracts for construction, major maintenance, or renovation of any public structure or for any public work or improvements, if advertisement for bids is not required, shall be let to a resident of the state of Wyoming. If advertisement for bids is required, the contract shall be let to the responsible certified resident making the lowest bid, if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible nonresident bidder. A "resident" for this purpose must be certified as a resident by the Department of Workforce Services prior to bidding upon the contract. A successful resident bidder shall not subcontract more than thirty percent (30%) of the work covered by his contract to nonresident contractors. A resident bidder shall submit a copy of his certificate of residency with his bid.

W.S. § 16-6-201, et seq. PREFERENCE FOR STATE LABORERS

Wyoming labor shall be used on public works projects. Every contract let by any person shall contain a provision requiring that Wyoming labor be used except other laborers may be used when Wyoming laborers are not available for employment from within the state or are not qualified to perform the work involved. The contract shall also contain a provision requiring specific acknowledgement of the requirements of W.S. § 16-6-203.

W.S. § 16-6-1001 CAPITAL CONSTRUCTION PROJECTS

Applicants must comply with all aspects of W.S. § 16-6-1001, if applicable, including but not limited to submitting a plan that promotes the employment of responsible Wyoming resident design firms, including professional architectural and engineering services.

Successful applicants for funds from the Office of State Lands and Investments for public works or capital construction projects must provide the signed statement below to the Office prior to reimbursement of expenditures.

I certify to the best of my knowledge and belief that the applicant has complied with W.S. §§ 16-6-101, et seq., 16-6-201, et seq., and 16-6-1001 unless otherwise noted below.

1. W.S. § 16-6-1001(a)

- Complied with W.S. § 16-6-1001(a)
- Waiver approved; attach copy of written waiver provided to Governor
- N/A

2. W.S. § 16-6-1001(b)

- Plan submitted to Governor (Date submitted: _____)

3. W.S. § 16-6-101, et seq.

- Complied with W.S. § 16-6-101, et seq.

4. W.S. § 16-6-201, et seq.

- Complied with W.S. § 16-6-201, et seq.

Date: _____

Signature

Title

Instructions for Waiver under W.S. § 16-6-1001

1. Authority

- a. W.S. § 16-6-1001(a)(i)(C), (D), & (E) (waiver of preference requirements for alternate design and construction delivery methods)
- b. W.S. § 16-6-1001(a)(ii)(D) (waiver by a political subdivision of bid requirements for procurement of furniture or movable equipment)

2. Written Determination

- a. Waiver of preference requirements for alternate design and construction delivery methods shall require a written determination of at least one of the following:
 - i. The work to be performed is specialized or of such a scale that it can be more suitably performed by out-of-state contractors;
 - ii. The bid amounts submitted by responsible Wyoming subcontractors exceed one hundred five percent (105%) of the costs of out-of-state providers for equivalent quality of work or services;
 - iii. The enforcement of the requirement would unreasonably delay completion of construction; or
 - iv. There were insufficient responsible Wyoming contractors submitting bids to make the seventy percent (70%) requirement.
- b. Waiver by a political subdivision of bid requirements for procurement of furniture or movable equipment shall require a written determination that the furniture or movable equipment requirements of the project are so specialized or that an item or type of furniture or movable equipment is so unique or uncommon that failure to waive the requirements would materially impair the functionality of the project.

3. Written Approval

- a. Any waiver of preference requirements for alternate design and construction delivery methods shall be approved in writing by the following persons:
 - i. For projects to be completed by the state of Wyoming, by the director of the State Construction Department;
 - ii. For projects to be completed by the University of Wyoming, by the president of the University and the president of the Board of Trustees;
 - iii. For projects subject to review by the State Construction Department under title 21 of Wyoming statutes, by the director of the State Construction Department and the chairman of the Board of the School Facilities Commission;
 - iv. For projects completed by a community college, by the community college president and its chairman of the board of trustees; and
 - v. For all other projects, by the respective governing body.
- b. Any waiver of bid requirements for procurement of furniture or movable equipment shall be approved in writing by the governing body of the political subdivision.

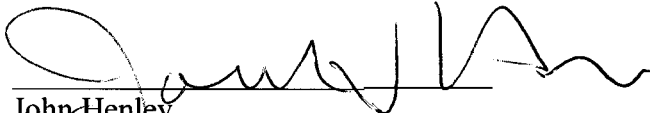
4. Notice

- a. Any written waiver shall be provided to the Governor.
- b. Notice of approved waivers shall be published on a website maintained by the Construction Management Division of the Department of Administration and Information.

APPROVAL AS TO FORM

I have reviewed the *State Loan and Investment Board Grant Agreement Between the Wyoming Office of State Lands and Investments and the City of Casper, for the Midwest Avenue Reconstruction – Elm Street to Walnut Street Project*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 16th day of October, 2019.



John Henley
City Attorney

RESOLUTION NO. 19-222

A RESOLUTION AUTHORIZING A GRANT AGREEMENT WITH THE WYOMING OFFICE OF STATE LANDS AND INVESTMENTS FOR THE MIDWEST AVENUE RECONSTRUCTION – ELM STREET TO SPRUCE STREET PROJECT.

WHEREAS, the City of Casper desires to enter into a Grant Agreement with the Wyoming Office of State Lands and Investments for the Midwest Avenue Reconstruction – Elm Street to Walnut Street Project; and,

WHEREAS, this grant agreement reallocates the balance of County Wide Consensus funds originally available to the Poplar Street and Midwest Avenue Signal Installation Project to the Midwest Avenue Reconstruction 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, a Grant Agreement with the Wyoming Office of State Lands and Investments for the Midwest Avenue Reconstruction – Elm Street to Spruce Street Project, in the amount of Ninety-Nine Thousand Two Hundred Fifty-Seven and 00/100 Dollars (\$99,257.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project in an amount not to exceed Ninety-Nine Thousand Two Hundred Fifty-Seven and 00/100 Dollars (\$99,257.00).

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

October 25, 2019

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Authorizing Change Order No. 3 with JTL Group, Inc., DBA Knife River, Inc.,
for an Increase of \$126,440.69, as part of the 2018 Arterials & Collectors
Improvements, Project 17-093

Meeting Type & Date:
Regular Council Meeting
November 19, 2019

Action Type
Resolution

Recommendation:

That Council, by resolution, authorize Change Order No. 3 with JTL Group, Inc., DBA Knife River, Inc., for a contract increase of \$126,440.69, as part of the 2018 Arterials & Collectors Improvements, Project 17-093.

Summary:

Knife River, Inc., is under contract with the City of Casper for the 2018 Arterials & Collectors Improvements Project. The project includes mill and overlay, replacement of cast iron water main pipes, replacement of sanitary sewer mains, installation of storm sewer catch basins, ADA accessible ramps at intersections throughout the project area, miscellaneous repairs to sidewalk, curb and gutter and curbside in the areas of South Jackson Street, East 3rd Street and East 5th Street near the Wyoming Medical Center, and the area of 15th Street between South Wolcott and Oakcrest Avenue.

It is recommended that the contract amount be increased \$126,440.69 to rectify final quantities furnished and installed. Many bid items were over-run during the project, due to under-estimated quantities by the engineering consultant, construction methods differing from those anticipated during design, and field directives by city engineering staff. These items included expanded mill and overlay limits, increased utility patching, additional curb and gutter replacements, and increased concrete repairs. The additional work was deemed necessary during construction to provide more complete and thorough repairs in these areas, with the anticipation that large-scale construction projects will not be occurring on these roads and utilities for the foreseeable future.

With approval of this Change Order, the total contract amount will be \$1,805,355.87.

Knife River, Inc.
2018 Arterials & Collectors Improvements
Project No. 17-093

Financial Considerations:

Funding for this Change Order will be \$70,846.62 from the project contingency funds, \$24,329.78 from the Water Fund Reserves and \$31,264.29 from the 1%#16 Sales Tax Funds allocated to Street Improvements.

Oversight/Project Responsibility:

Shawn Gustafson, P.E., ECS Engineers
Andrew Colling, Engineering Tech

Attachments:

Resolution
Change Order No. 3
Item over-run descriptions

CITY OF CASPER
CHANGE ORDER

NO. 3

PROJECT: 2018 Arterials and Collectors Improvement Project, Project No. 17-093

DATE OF ISSUANCE: October 21, 2019

OWNER: City of Casper, Wyoming

CONTRACTOR: Knife River Corporation

ARCHITECT/ENGINEER: ECS Engineers

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

Description: Make additions and deductions to a total of 30 pay items to close out the project with the final payment application and add a pay item for "Remove C&G/SW, Pour 7.5' Curbwalk."

Attachments: See attached line items for additions and deductions, labor and materials costs for additional fittings to be charged to "Miscellaneous Force Account," and unit price quote for curbwalk line item.


CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 1,649,761.80	Original Contract Time: (days or date) Substantial completion: 10/31/2018 (15 th Street) Final completion: 07/31/2019
Previous Change Orders No. 1: <u>\$14,759.00</u> No. 2: <u>\$14,394.38</u>	Net change from previous Change Orders (days): <u>30</u>
Contract Price prior to this Change Order: \$ 1,678,915.18	Contract Time prior to this Change Order: Substantial completion: 11/30/2018 (15 th Street) Final completion: 07/31/2019
Net Increase/Decrease change of this Change Order: \$ 126,440.69	Net Increase/Decrease of this Change Order: 0 (days)
Contract Price with all approved Change Orders: <u>\$ 1,805,355.87</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: 11/30/2018</u> <u>Final completion: 08/15/2019</u>

ACCEPTED:

RECOMMENDED:

APPROVED:


Contractor


Architect/Engineer
CO-3

Owner

Bid Item No.	Item	Units	Contract			Completed		Difference	
			Unit Price	Quantity	Cost	Quantity	Cost	Quantity	Cost
2	MISCELLANEOUS FORCE ACCOUNT	FA	\$10,000.00	1	\$10,000.00	0.8	\$7,981.55	-0.2	-\$2,018.45
4	INSTALL PROJECT SIGNS	LS	\$2,926.50	2	\$5,853.00	0.0	\$0.00	-2.0	-\$5,853.00
8	COLD MILLING	SY	\$3.05	12800	\$39,040.00	12,904.3	\$39,358.12	104.3	\$318.11
10	2" PLANT MIX OVERLAY	SY	\$14.20	16400	\$232,880.00	18,575.1	\$263,766.70	2,175.1	\$30,886.70
11	R&R CONCRETE CURB AND GUTTER	LF	\$44.20	2665	\$117,793.00	2,997.0	\$132,467.40	332.0	\$14,674.40
12	R&R CONCRETE SIDEWALK	SY	\$171.15	140	\$23,961.00	375.9	\$64,335.29	235.9	\$40,374.29
13	R&R CONCRETE APPROACHES	SY	\$131.80	300	\$39,540.00	307.9	\$40,581.22	7.9	\$1,041.22
14	R&R CONCRETE VALLEY GUTTER	SY	\$203.10	80	\$16,248.00	71.0	\$14,420.10	-9.0	-\$1,827.90
15	ADA RAMPS WITH TRUNCATED DOMES	EA	\$1,014.05	38	\$38,533.90	46.0	\$46,646.30	8.0	\$8,112.40
16	F&I TRUNCATED DOMES IN EXISTING RAMPS	EA	\$1,596.00	15	\$23,940.00	6.0	\$9,576.00	-9.0	-\$14,364.00
17	5'x5' MANHOLE DIAMOND	EA	\$1,043.30	29	\$30,255.70	33.0	\$34,428.90	4.0	\$4,173.20
18	33"x33" VALVE BOX DIAMOND	EA	\$450.00	23	\$10,350.00	38.0	\$17,100.00	15.0	\$6,750.00
19	CRUSHED BASE (9" THICKNESS)	SY	\$26.40	4040	\$106,656.00	5,307.8	\$140,126.98	1,267.8	\$33,470.98
20	TRENCH PAVEMENT PATCHING	SY	\$25.75	4000	\$103,000.00	5,670.8	\$146,024.13	1,670.8	\$43,024.13
21	20" C900 PVC WATER MAIN	LF	\$111.40	1450	\$161,530.00	1,465.0	\$163,201.00	15.0	\$1,671.00
25	20" WATERLINE CONNECTION	EA	\$2,057.55	2	\$4,115.10	4.0	\$8,230.20	2.0	\$4,115.10
28	8" GATE VALVE	EA	\$3,772.40	3	\$11,317.20	4.0	\$15,089.60	1.0	\$3,772.40
30	8" WATERLINE CONNECTION	EA	\$1,519.50	3	\$4,558.50	5.0	\$7,597.50	2.0	\$3,039.00
31	24" C900 PVC WATER MAIN	LF	\$316.20	120	\$37,944.00	129.0	\$40,789.80	9.0	\$2,845.80
34	30" C900 PVC WATER MAIN	LF	\$295.30	290	\$85,637.00	316.0	\$93,314.80	26.0	\$7,677.80
40	REPLACE FIRE HYDRANT ASSEMBLY - 5TH STREET	EA	\$11,237.90	3	\$33,713.70	2.0	\$22,475.80	-1.0	-\$11,237.90
42	SELECT TRENCH BACKFILL	CY	\$48.35	1500	\$72,525.00	263.0	\$12,716.05	-1,237.0	-\$59,808.95
43	ABANDON EXISTING WATER VALVE BOXES	EA	\$261.85	7	\$1,832.95	2.0	\$523.70	-5.0	-\$1,309.25
44	WATER SERVICE RECONNECTIONS	EA	\$1,441.30	23	\$33,149.90	24.0	\$34,591.20	1.0	\$1,441.30
47	R&R SAN. MANHOLE RING & COVER - RISERS AS NEEDED	EA	\$532.55	16	\$8,520.80	6.0	\$3,195.30	-10.0	-\$5,325.50
48	RECONNECT SANITARY SERVICE LINES	EA	\$865.25	6	\$5,191.50	4.0	\$3,461.00	-2.0	-\$1,730.50
51	18" RCP STORM MAIN	LF	\$53.85	570	\$30,694.50	536.6	\$28,893.76	-33.4	-\$1,800.74
54	R&R STORM MANHOLE RING & COVER - RISERS AS NEEDED	EA	\$537.45	7	\$3,762.15	6.0	\$3,224.70	-1.0	-\$537.45
55	ADJUST CATCH BASIN TOP	EA	\$588.90	1	\$588.90	2.0	\$1,177.80	1.0	\$588.90
57	12" PVC STORM LATERALS	LF	\$56.80	220	\$12,496.00	230.0	\$13,064.00	10.0	\$568.00
59	REMOVE C&G/SW. POUR 7.5' CURBWALK	LF	\$98.79	0	\$0.00	240.0	\$23,709.60	240.0	\$23,709.60
TOTALS					\$1,305,627.80		\$1,432,068.49		\$126,440.69

Water – \$72,531.16

11. R&R Concrete Curb and Gutter – 200 LF, \$8,840.00

Due to the placement of the 30" Waterline being replaced to the west of the YMCA, curb and gutter had to be replaced due to excavation for waterline work.

12. R&R Concrete Sidewalk – 165 SY, \$28,239.75

Due to the placement of the 30" Waterline being replaced to the west of the YMCA, 10' wide sidewalk had to be replaced due to excavation for waterline work.

18. 33"x33" Valve Box Diamond – 15 EA, \$6,750.00

Additional valves that were not shown in the plans originally were encountered during construction. Approximately half of this overrun is due to the extension of milling limits encompassing additional valves.

19. Crushed Base (9" Thickness) – 1267.84 SY, \$33,470.98

Added length to the 20" PVC main to reach the existing PVC to the east on 15th St. and added length to the 30" PVC due to the replacement of the newer CIP stubbed out by Grizzly on previous work added to the trench lengths. Additionally, the trench over the cross at 15th St. and Durbin was made much larger than anticipated because using trench boxes over storm laterals, sanitary services and a manhole, and over the four legs of the cross was increasingly difficult. Trenches around water services on the north part of the project often didn't warrant enough space between the curb and the main to allow the use of a trench box, meaning the trench had to be wider for safety.

20. Trench Pavement Patching – 1267.84 SY, \$43,024.13

Trench area increased for the same reasons stated for item 19. (see above). Over 400 SY of base had been exposed

21. 20" C900 PVC Water Main – 15 LF, \$1,671.00

Additional pipe was installed due to field placements of tie-ins.

25. 20" Waterline Connection – 2 EA, \$4,115.10

While sheet Q02 had the correct quantities of 2 EA waterline connections on 5th Street and 2 EA waterline connections on 15th Street shown, sheet Q01 showed the total quantity of 2 EA. Sheet Q01 was referenced in the bid resulting in a shortfall of 2 EA.

28. 8" Gate Valve – 1 EA, \$3,772.40

A new 8" gate valve was installed near the McMurry Outpatient Radiology building. This was originally going to be part of the installation of a new hydrant assembly, but the hydrant was not replaced at the City's request. This resulted in a net savings of \$7,465.50.

30. 8" Waterline Connection – 2 EA, \$3,039.00

Two 8" connections were made on S. Jackson Street that were not shown on sheet Q02.

31. 24" C900 PVC Water Main – 9 LF, \$2,845.80

Additional length of pipe was installed due to tie in locations and where the cross was installed in the field to maximize clearance from other utilities. The pipe length was verified via GPS and measuring wheel.

34. 30" C900 PVC Water Main – 26 LF, \$7,677.80

Additional pipe installed to replace CIP that was installed by Grizzly on previous work in the area in the YMCA parking lot.

40. Replace Fire Hydrant Assembly – 5th Street – (-)1 EA, (-)\$11,237.90

It was determined that an existing hydrant near the McMurry Outpatient Radiology building did not need replaced per CPU. A new valve was installed, but the existing hydrant remained in place.

42. Select Trench Backfill – (-)1237 CY, (-)\$59,808.95

Native material that was deemed acceptable was used job-wide allowing for the purchase of less than estimated select trench backfill material.

43. Abandon Existing Water Valve Boxes – (-)5 EA, (-)\$1,309.25

Quantity underran based on final quantities submitted by Knife River.

44. Water Service Reconnections – 1 EA, \$1,441.30

A multi-family dwelling on 5th Street had two services that was originally believed to be serviced off one service connection.

Sanitary Sewer – (-)\$4,969.40

17. 5'x5' Manhole Diamond – 2 EA, \$2,086.60

A manhole at 5th St. and S. Melrose St. as well as a manhole in the approach to the parking lot of the McMurry Outpatient Radiology building were not initially in the mill and overlay limits. These limits were extended to smooth out the transition into 5th St.

47. R&R San. Manhole Ring & Cover – Risers as Needed – (-)10 EA, (-)\$5,325.50

Less adjustments were needed than estimated for manholes.

48. Reconnect Sanitary Service Lines – (-)2 EA, (-)\$1,730.50

Services connected to the main outside of the limits of replacement.

Storm – \$30,058.69

17. 5'x5' Manhole Diamond – 2 EA, \$2,086.60

A manhole at 5th St. and Conwell St. as well as a manhole on S. Washington St. were not originally in the mill and overlay limits. S. Washington St. was completely milled and overlaid because a field order from the City, and the limits on 5th St. extended further into Conwell St. to ease the transition at this intersection.

51. 18" RCP Storm Main – (-)33.44 SY, (-)\$1,800.74

The actual length of pipe that was installed was lessened to account for the use of PVC. Knife River received permission from the City to use PVC in place of RCP due to ease of installation and material cost savings. These material cost savings were passed on to the City.

54. R&R Storm Manhole Ring & Cover – Risers as Needed – (-)1 EA, (-)\$537.45

Less adjustments were needed than estimated for manholes.

55. Adjust Catch Basin Top – 1 EA, \$588.90

An adjustment was made to an inlet to the west of 15th Street and South Durbin in 2018.

57. 12" PVC Storm Laterals – 10 LF, \$568.00

Additional removal was needed on storm laterals in 15th Street and South Durbin to allow the installation of the new cross and water lines.

58. R&R Storm Sewer MH ERO-6193 – 1 EA, \$14,759.00

C.O. #1 executed 10/30/18 to replace a brick storm sewer manhole that was not originally scheduled to be replaced. When excavation for the water line took place around the brick manhole it started to fall apart warranting a replacement.

60. R&R 5th Street Manhole – 2 EA, \$14,394.38

C.O. #2 executed on 7/17/19 to replace 2 manholes. MH SMO-6270 (5th Street and S. Jackson Street) and MH SMO 6296 (5th Street and S. Washington Street) were replaced because although Knife River tried to keep them intact during excavation, the brick manholes started falling apart.

General Fund – \$57,973.63

2. Miscellaneous Force Account – (-)\$2,018.45

The entire force account fund was not utilized after an additional valve and fittings at tie ins were charged to this item.

4. Install Project Signs – (-2 EA), (-)\$5,853.00

Project signs were not installed for the 2018 or 2019 portions of the job.

8. Cold Milling – 104.3 SY, \$318.12

Limits of cold milling were lengthened down cross streets. South Washington St was milled from 3rd St to 5th St over the entire width. The overrun is relatively small due to the large increase in trench pavement patching that has been subtracted from this quantity. These changes were discussed in progress meetings.

10. 2" Plant Mix Overlay – 2175.1 SY, \$30,886.70

The overrun for pavement overlay a product of overlaying S. Washington St for the entire width from 5th St to 3rd St. A field directive from the City was the reason for this necessary work.

11. R&R Concrete Curb and Gutter – 132 LF, \$5,834.40

Additional curb and gutter was replaced job wide to correct negative drainage in areas.

12. R&R Concrete Sidewalk – 70.9 SY, \$12,134.54

Additional sidewalk was replaced job wide including larger stretches on 15th St and individual panels along the northern limits of the job to tie to new curb and gutter elevations (changed to correct drainage).

13. R&R Concrete Approaches – 7.9 SY, \$1,041.22

Additional concrete work was done at 433 S. McKinley St when the existing concrete parking spot was removed and replaced as part of the approach when the curb and gutter was replaced. This additional work was discussed with the City on multiple occasions and was necessary in tandem with the curb and gutter replacement to reduce the ponding in the area.

14. R&R Concrete Valley Gutter – (-)9 SY, (-)\$1,827.90

The entire quantity was not needed after installed quantity was measured.

15. ADA Ramps with Truncated Domes – 8 EA, \$8,112.40

Ramps that were supposed to be replaced under bid item 16. F&I Truncated Domes in Existing Ramps were actually replaced as entirely new ramps. While this item is overran, this resulted in an underrun of item 16 and created a net savings to the City between these two items' planned quantity and completed quantity of \$6,251.60.

16. F&I Truncated Domes in Existing Ramps – (-)9 EA, (-)\$14,364.00

See above description for bid item 15.

59. Remove C&G/SW, Pour 7.5' Curbwalk – 240 LF, \$23,709.60

Curbwalk along 15th Street was removed and replaced as monolithic curbwalk instead of curb & gutter with a separate sidewalk. Knife River submitted a cheaper unit price to pour this monolithically.

04/03/2019

9:25

18075-2

Arterials Curbwalk

*** Schwahn, Chris

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
15	REMOVE 30" CURB & 5' SIDEWALK, POUR 7.5' CURBWALK	U	270.000	LF	98.79	26,673.30
			Bid Total	====>		\$26,673.30

RESOLUTION NO. 19-223

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 WITH JTL GROUP, INC., DBA KNIFE RIVER, INC., FOR A PRICE INCREASE FOR THE 2018 ARTERIALS & COLLECTORS IMPROVEMENTS PROJECT NO. 17-093.

WHEREAS, JTL Group, Inc., dba Knife River, is performing services under the terms of an agreement with the City of Casper for the 2018 Arterials and Collectors Improvements Project; and,

WHEREAS, the City of Casper desires to increase the contract amount because of additional work required and for final quantity adjustments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 3 to the Agreement with JTL Group, Inc., dba Knife River, for a contract increase of One Hundred Twenty-Six Thousand Four Hundred Forty and 69/100 Dollars (\$126,440.69).

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

October 25, 2019

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*
Andrew Colling, Engineering Technician

SUBJECT: Authorizing Change Order No. 1 with Carr Coatings LLC, for a Time Extension of 202 Days, for the North Park Tank Exterior Painting, Project 19-016

Meeting Type & Date:
Regular Council Meeting
November 19, 2019

Action Type
Resolution

Recommendation:

That Council, by resolution, authorize Change Order No. 1 to the agreement with Carr Coatings LLC, for a time extension of 202 days, for the North Park Tank Exterior Painting Project.

Summary:

Carr Coatings LLC is under contract with the City of Casper for the North Park Tank Exterior Painting Project. The project includes removal of deteriorated existing exterior coating by blast methods and application of a new coating system.

Due to extremely windy conditions this fall, the contractor has not been able to make substantial progress on the removal and application of coating to the tank exterior. Also, it has become difficult to achieve the required environmental conditions to allow the contractor to complete the coating work. Temperatures for coating application need to be 40° and rising and humidity must be 40% or greater to be in compliance with the paint manufacturer's recommendations. The contractor is requesting a winter shutdown and time extension to apply the final top coat in the spring of 2020 when conditions are more likely to be conducive to coating application. With the approval of this change order, the substantial completion date will become May 15, 2020.

Change Order No. 1 and the resolution are prepared for Council's consideration.

Financial Considerations:
None.

Carr Construction, LLC
North Park Tank Exterior Painting
Project No. 19-016
Change Order No. 1

Oversight/Project Responsibility:
Andrew Colling, Engineering Tech

Attachments:
Resolution
Change Order #1
Contractor Request Letter

Carr Construction, LLC
North Park Tank Exterior Painting
Project No. 19-016
Change Order No. 1

CHANGE ORDER

NO. One (1)

PROJECT: North Park Tank Exterior Painting
Project No. 19-016

DATE OF ISSUANCE: October 25, 2019

OWNER: City of Casper, Wyoming

CONTRACTOR: Carr Coatings, LLC

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

Description: The contractor did not make sufficient progress on the painting project due to a later than expected start and extremely windy conditions. Carr Coatings, LLC is requesting a winter shutdown and time extension to complete the work in the spring of 2020. It is recommended that the contract be extended two hundred two (202) days.

Attachments: Memo, Resolution

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>220,000</u>	Original Contract Time: (days or date) <u>Substantial completion: October 25, 2019</u> <u>Final completion: November 8, 2019</u>
Previous Change Orders No. <u> </u> to <u> </u> \$ <u>0</u>	Net change from previous Change Orders (days): <u> -- 0 --</u>
Contract Price prior to this Change Order: \$ <u>220,000</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: October 25, 2019</u> <u>Final completion: November 8, 2019</u>
Net Increase/Decrease of this Change Order: \$ <u>0</u>	Net Increase/ Decrease of this Change Order: (days) <u> -- 202 --</u>
Contract Price with all approved Change Orders: \$ <u>220,000</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: May 15, 2020</u> <u>Final completion: May 22, 2020</u>

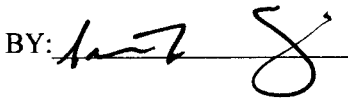
ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 

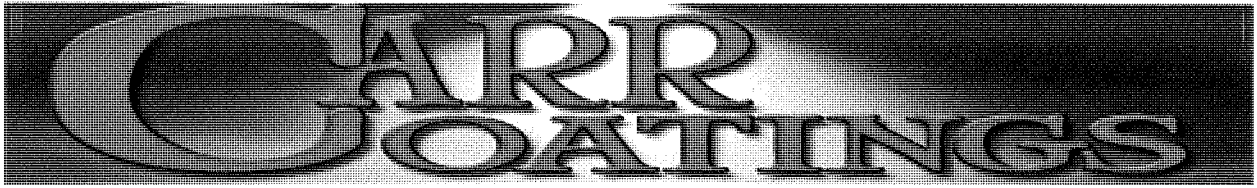
Contractor

BY: 

Engineer

BY: _____

Owner



(307)548-2677
PO Box 458
Lovell, WY 82431

(605)723-2677
PO Box 159
Belle Fourche, SD 57717

October 24, 2019

City of Casper
200 N. David St.
Casper, WY 82601-1862

PROJECT: North Park Tank Exterior Painting, Project 19-016

To Whom It May Concern:

Carr Coatings, LLC was awarded the North Park Tank Exterior Painting Project on June 19, 2019 with a final completion date of October 25, 2019. We regret to inform that due to weather delays the project has taken longer than expected and, with 75% of the project completed to date, the deadline will unfortunately not be met.

With weather conditions not improving, Carr Coatings, LLC is requesting a winter-shutdown and an extension of the deadline. We would like to request 14 weather-days and anticipate the remaining work can be completed in that timeframe.

Please accept our apologies for the inconvenience this has caused.

Sincerely,

Chad Carr
Carr Coatings, LLC

RESOLUTION NO. 19-224

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH CARR COATINGS LLC, FOR A TIME EXTENSION AS PART OF THE NORTH PARK TANK EXTERIOR PAINTING PROJECT.

WHEREAS, Carr Coatings LLC, is performing services under the terms of an agreement with the City of Casper for the North Park Tank Exterior Painting Project; and,

WHEREAS, the City of Casper desires to extend the time of the contract.

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. 1 to the Agreement with Carr Coatings LLC, for winter shutdown and a time extension of Two Hundred Two (202) days.

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

October 15, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Tim Cortez, Parks and Recreation Director
Alex Sveda, P.E., Associate Engineer

SUBJECT: Authorizing a Right-of-Way Easement with Rocky Mountain Power as part of the Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58.

Meeting Type & Date:
Regular Council Meeting
November 19, 2019

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize a right-of-way easement with Rocky Mountain Power, as part of the Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58.

Summary:
The Casper Ice Arena Ice Chiller System Replacement Project includes relocation, refurbishment and reuse of the existing ammonia ice chilling equipment at the Casper Events Center to replace the existing R22 system at the Casper Ice Arena. The new design will include a new mechanical building required to house the reused ice chilling equipment at the Ice Arena. This building will require a new electrical service and a 15-foot wide, 136 feet long right-of-way utility easement with Rocky Mountain Power. The easement is across city property and begins near the existing electrical service for the Casper Ice Arena.

Financial Considerations
None

Oversight/Project Responsibility
Alex Sveda, Associate Engineer

Attachments
Resolution
Right-Of-Way Easement (three (3) copies)
Exhibit "A"
Exhibit "B"

REV101512

Return to:

Rocky Mountain Power

Estimator: Jeri Leach

2840 E. Yellowstone

Casper, WY 82604

Project Name: City of Casper Ice Arena

WO#: 6625886

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **City of Casper, Wyoming** (“Grantor”), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, (“Grantee”), an easement for a right of way 15 feet in width and 136 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults (together, the “electrical system”) on, across, or under the surface of the real property of Grantor in **Natrona** County, State of **Wyoming** more particularly described as follows and as more particularly described and/or shown on exhibit attached hereto and by this reference made a part hereof:

Legal Description: A fifteen foot (15’) wide strip of land to be designated as a Rocky Mountain Power easement located in and being a Portion of SE1/4NE1/4, Section 10, T.33N.,R.79W., Natrona County, Wyoming.

Together with the right of reasonable access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee’s facilities or impede Grantee’s activities.

Grantor hereby reserves, and shall have the right to use the right of way granted herein for any use which does not otherwise unreasonably interfere with the Grantee’s use thereof, including the right to install walkways, trails, or sidewalks, or other public or private utilities on or in the easement property.

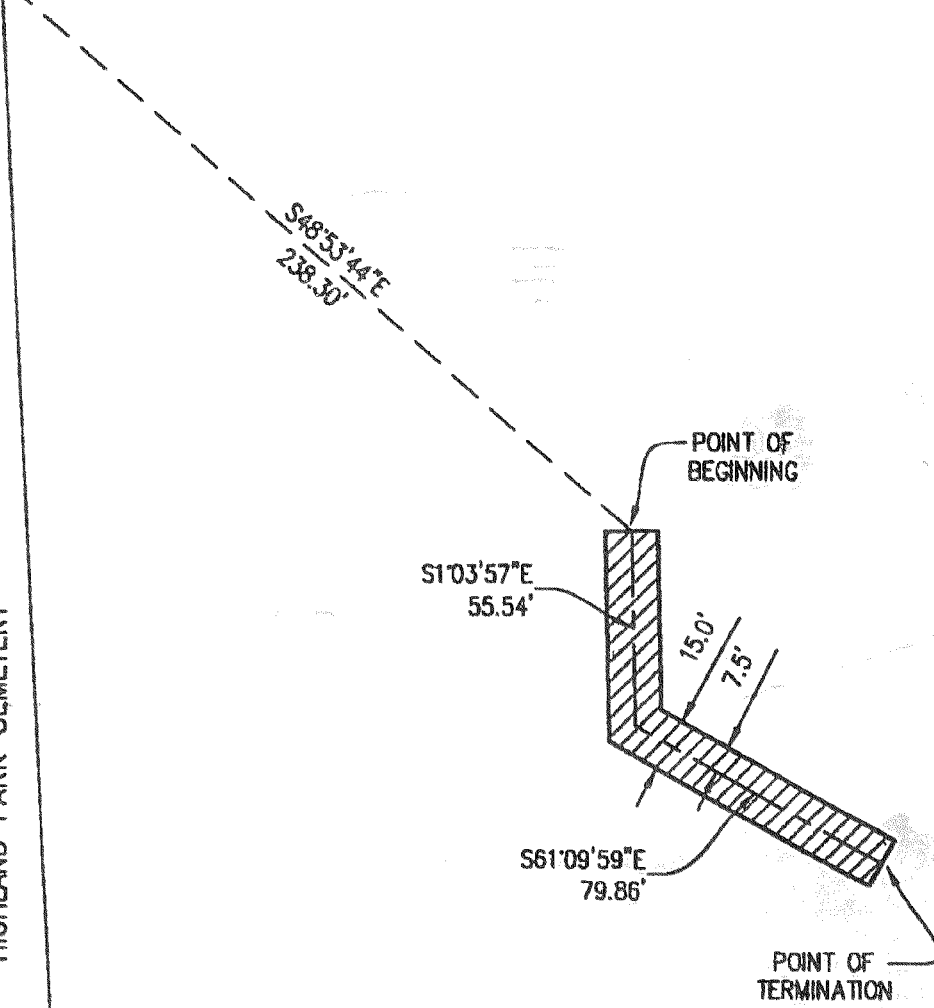
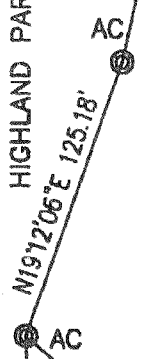
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

This easement shall terminate, and be of no further force or effect upon the Grantee ceasing to use the easement granted herein for its use for the electrical system described herein.

HIGHLAND PARK CEMETERY

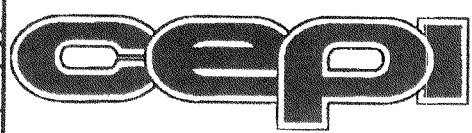
HIGHLAND PARK CEMETERY

CASPER ICE ARENA



LEGEND

⊙ FOUND MONUMENT AS NOTED



Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT-OF-WAY HEREIN GRANTED.

EXHIBIT "B"
ROCKY MOUNTAIN POWER
EASEMENT

Portion of SE1/4NE1/4,
 Section 10, T.33N., R.79W.
 Natrona County, Wyoming
 September, 2019
 W.O. 19-229

M:\Lond 2019\Surveying\19-229 Ice Arena\RUP_easement.dwg, 9/30/2019, B11



EXHIBIT "A"
ROCKY MOUNTAIN POWER EASEMENT
 Portion of SE1/4NE1/4, Section 10, T.33N., R.79W.,
 Natrona, County, Wyoming

A fifteen foot (15') wide strip of land to be designated as a Rocky Mountain Power easement located in and being a Portion of SE1/4NE1/4, Section 10, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof and being seven and a half feet (7.5') on each side of the following described center line:

Commencing at an angle point on the East boundary of the Highland Park Cemetery, monumented by an aluminum cap;

Thence S48°53'44"E, a distance of 238.30 feet to the Point of Beginning, located at an existing Electrical Vault;

Thence S01°03'57"E, a distance of 55.54 feet to an angle point;

Thence S61°09'59"E, a distance of 79.86 feet to the Point of Termination.

The above described parcel contains approximately 0.05 acres (2030.99 s.f.), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in September, 2019, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

RESOLUTION NO.19-225

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH ROCKY MOUNTAIN POWER FOR THE CASPER ICE ARENA ICE CHILLER SYSTEM REPLACEMENT, PROJECT NO. 15-58.

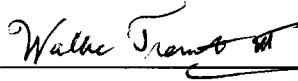
WHEREAS, the City of Casper is installing a new mechanical building as part of the Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58; and,

WHEREAS, authorizing of a Right-of-Way Easement with Rocky Mountain Power will allow the new electrical service work to be constructed.

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 Right-of-Way Easement with Rocky Mountain Power for Casper Ice Arena Ice Chiller System Replacement, Project No. 15-58.

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

October 22, 2019

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

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

SUBJECT: Authorizing a Professional Services Agreement with WWC Engineering (WWC) in the Amount of \$105,000, for the “K” Street Improvements Phase 2A Project.

Meeting Type & Date:
Council Meeting
November 19, 2019

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize a Professional Services Agreement (PSA) with WWC Engineering, for design, bidding, construction administration and surveying services for the “K” Street Improvements Phase 2A, Project No. 15-51, in the amount of \$105,000.

Summary:

WWC is currently under contract for design of the “K” Street Improvements Project, which includes design of infrastructure and street improvements along the “K” Street corridor from North Center Street to Bryan Stock Trail. Design has been completed, and a WDEQ (Wyoming Department of Environmental Quality) construction permit has been acquired. Phase 1 was completed in May 2019 and included street improvements from North Center Street to North Grant Street. Phase 2A construction will be from North Grant Street to St. Mary Street.

A PSA is required for bidding and construction administration for Phase 2A of the project. Construction Administration will consist of bidding assistance, submittal reviews/approvals, progress meetings, construction inspection/observation, surveying, materials testing, project closeout, and warranty inspections.

Project improvements include street realignment to create better pedestrian connectivity; a mill and overlay asphalt surface; replacement of cast iron water mains; installation of storm sewer catch basins; ADA accessible ramps at intersections along the corridor; and miscellaneous repairs to sidewalk, curb, gutter and curbside.

City Staff has reviewed the proposal from WWC and recommends awarding WWC the work in the amount of \$105,000.

Financial Considerations:

Funding for the project will be from FY19 One Percent #15 funds for Residential Streets and Water Fund Reserves.

Oversight/Project Responsibility:

Alex Sveda, Associate Engineer

Attachments:

Resolution

Professional Services Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 5th day of _____ November, 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. WWC Engineering, 5810 East 2nd Street, Suite 200, Casper, Wyoming, 82609. ("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 construct Phase 2A infrastructure and street improvements on K Street from North Grant Street to St. Mary Street.

B. The project requires professional services for the Bidding and Construction Administration for Phase 2A work.

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:

A. Advertising and Bidding:

1. The Consultant shall split out the area between North Grant Street and St. Mary Street from the original design into a separate bid package for Phase 2A. The Consultant will review the original design and modify as required to account for any current or changed conditions different from what existed at the time design was completed and incorporate any

required transitions to the previously constructed portions of Phase I and also transition to existing geometry at St. Mary Street. Designs for utility improvements will also be reviewed to ensure sure there will be no issues with functionality or constructability when breaking out this phase. A stand-alone set of plans and bidding documents will be prepared and provided to the City for review and advertisement. The City's front end documents shall be included with the bidding documents and modified for the project.

2. Consultant shall utilize and maintain project information with City of Casper's QuestCDN website for the following: advertisement, distributing addenda and bidding information to planholders, uploading project documents including all plans and specifications, and distributing bid tabulations to planholders.

B. Construction:

1. **General Administration of Construction Contract.** Contractor shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1990 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Contractor, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Contractor and Owner may otherwise agree in writing. All of Owner's instructions to Successful Bidder(s) (Construction Contractor(s)) will be issued through Contractor who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Contractor shall meet with Owner throughout the construction phase as deemed necessary by the Contractor or Owner, but not less than one (1) time per week.
2. **Pre-construction Conference.** Contractor shall organize and conduct a pre-construction conference with the Successful Bidder, and shall invite affected utilities, the City staff, and the project team. The Contractor will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Contractor will deliver five (5) copies of the Contract Documents to the Successful Bidder.
3. **Project Coordination.** Contractor shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely

notification of construction activities, as necessary, and the procurement of all necessary certifications from the appropriate agency or agencies.

4. Visits to Site and Observation of Construction. In connection with observations of the Work of Successful Bidder(s) while it is in progress:
 - a. Contractor shall make visits to the site at intervals appropriate to the various stages of construction as Contractor deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Successful Bidder(s)' work. Contractor shall provide the services of a Resident Project Representative (RPR) at the site to assist Contractor and to provide observation of such Work. Based on information obtained during such visits and on such observations, Contractor shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Contractor shall keep Owner informed of the progress of the Work. The RPR will be on site for an average of six (6) hours per day, depending on the activities of the Successful Bidder and the progression of the Work.
 - b. The RPR will be Contractor's agent or employee and under Contractor's supervision.
 - i. The purpose of Contractor's visits to and representation by the RPR at the site will be to enable Contractor to carry out the duties and responsibilities assigned to, and undertaken by, Contractor during the construction phase, and, in addition, by exercise of Contractor's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Successful Bidder(s) will conform to the Contract Documents and that the integrity of the design concept, as reflected in the Contract Documents, has been implemented and preserved by Successful Bidder(s). Subject to other terms of this agreement, Contractor shall not, during such visits or as a result of such observations of Successful Bidder(s)' Work in progress, supervise, direct, or have control over Successful Bidder(s)' Work, nor shall Contractor have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Successful Bidder(s), for safety precautions and programs incident to the Work of Successful Bidder(s) or for any failure of Successful

- Bidder(s) to comply with Laws and Regulations applicable to Successful Bidder(s) furnishing and performing their Work.
- ii. Accordingly, Contractor can neither guarantee the performance of the construction contracts by Successful Bidder(s) nor assume responsibility for Successful Bidder(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Contractor shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Successful Bidder(s) and may disapprove or reject Work as failing to conform to the Contract Documents.
 - c. Contractor shall prepare daily reports of the Successful Bidder(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of all materials installed each day, and any and all pertinent conversations with the Successful Bidder(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
 - d. Contractor shall maintain a digital photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the photo number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
 - e. Contractor shall maintain a correspondence file, including but not limited to, all memoranda, correspondence, and minutes of the progress meetings.
 - f. During construction, progress meetings to include Owner's representative, Contractor, and Successful Bidder(s) and Successful Bidder(s)' Subcontractors, as applicable, shall be held on a weekly basis. Contractor shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

Specifications for Public Works Construction and Infrastructure Improvements.

11. Disputes between Owner and Successful Bidder. Contractor shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Successful Bidder(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Contractor shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Successful Bidder(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
12. Applications for Payment. Based on Contractor's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
 - a. Contractor shall determine the amounts owing to Successful Bidder(s) and recommend, in writing, payments to Successful Bidder(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Contractor's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Contractor's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Contractor will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Contractor to check the quality or quantity of Successful Bidder(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Contractor in this Contract and the Contract Documents. Contractor's review of Successful Bidder(s)' Work for the purposes of recommending payments will not impose on Contractor responsibility to supervise, direct or control such Work,

or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Successful Bidder(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Contractor to make any examination to ascertain how or for what purposes any Successful Bidder(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Successful Bidder that might affect the amount that should be paid.

13. Successful Bidder(s)' Completion Documents. Contractor shall receive and review tests and approvals which are to be assembled by Successful Bidder(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
14. Walk-Through. Contractor shall conduct a walk-through with the City to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Contractor may recommend, in writing, final payment to Successful Bidder(s) and may give written notice to Owner and the Successful Bidder(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph 1.E.12.b (Construction).
15. Record Drawings. Contractor shall provide the Owner one (1) set of electronic drawings showing those changes made during the process, based on the marked-up prints, drawings, and other data furnished by Successful Bidder to Contractor and which Contractor considers significant. Contractor shall also maintain a regularly updated set of "as-constructed" blueprints indicating Contractor(s)' observations of "as-constructed" Work performed by the Successful Bidder(s). Within thirty (30) days of Substantial Completion, Contractor shall submit one (1) reproducible set of 11"x 17" record drawings to Owner. Contractor shall also provide to Owner a copy of record drawings in PDF and AutoCAD (in conformance with City of Casper and United States National CAD Standards) in a format compatible with the Owners system, labeled as "Record Drawings – K Street Improvements - Phase 2A, Project No. 15-51".

16. **Warranty Period Inspections.** Contractor shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. **Change Orders.** Contractor shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Contractor shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. **Limitation of Responsibilities.** Unless otherwise provided for in this Contract, Contractor shall not be responsible for the acts or omissions of any Successful Bidder(s), or of any of the Successful Bidder(s)' Subcontractor or Supplier, or any of the Successful Bidder(s)' or their Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Contractor's own employees and agents) at the site or otherwise furnishing or performing any of the Successful Bidder(s)' Work; however, nothing contained in paragraphs 1.E.1 through 1.E.18 (Construction), inclusive shall be construed to release Contractor from liability for failure to properly perform duties and responsibilities assumed by Contractor in the Contract Documents.

2. **TIME OF PERFORMANCE:**

The services of the Consultant shall be undertaken and completed on or before the 2nd day of October 2020.

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 One Hundred Five Thousand and 00/100 Dollars (\$105,000.00).

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.

*******THIS SPACE LEFT BLANK INTENTIONALLY*******

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

Walker Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONSULTANT
WWC Engineering

By: [Signature]

By: [Signature]

Printed Name: GARRETT ZIMMER

Printed Name: DARRIN TRAMBLE

Title: ENGINEER

Title: BRANCH 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.

October 16, 2019

Mr. Alex Sveda, P.E.
City of Casper
200 N David
Casper, WY 82604

**RE: K Street Improvements Phase II - Grant to St Mary
Bidding Documents and Construction Administration Fee Proposal**

Dear Alex,

Thank you for considering WWC Engineering to be involved in the continuing improvements along K Street. Below is our proposal to break out the next phase for advertising and letting and to provide construction administration services.

Phase II Bidding Documents – Grant to St Mary:

The original design WWC prepared back in 2017 included improvements along K Street from Center Street to Bryan Stock trail. Construction of Phase I from Center Street to Grant Street was completed last year. WWC will take the original design and split out the area between Grant and St Mary Street into a separate bid package for Phase II. WWC will review the original design and modify as required to account for any current or changed conditions different from what existed at the time design was completed. In addition, we will incorporate any required transitions to the previously constructed portions of Phase I and also transition to exiting geometry at St Mary Street. Designs for utility improvements will also be reviewed to make sure there will be no issues with functionality or constructability when breaking out this phase. A stand alone set of plans and bidding documents will be prepared and provided to the city for review and advertisement. The following are our estimated fees for design and preparation of bidding documents:

- Design and Plans Preparation:
Proposed Fee = \$4,200
- Advertising and Bidding:
Proposed Fee = \$3,360

Phase II Construction Administration:

We assume the scope of services during construction will be similar to previous construction administration projects. The proposed fee is based on an estimated 10 weeks of construction during the 2020 construction season with full time inspection for utility and surfacing work. The construction administration line-item includes attendance of a preconstruction meeting, submittal reviews, construction inspection, material testing and as-built drawing creation. The following are our estimated fees for construction administration and construction staking:

- Construction Administration:
Proposed Fee = \$69,223
- Construction Staking:
Proposed Fee = \$13,596
- Materials Testing:
Proposed Fee = \$15,000

Total Proposed Fee = \$105,000

Attached is the breakout of the proposed hours and fee. If the contract time or construction schedule turn out to be drastically different from the estimated 10 weeks due to factors beyond WWC's control, we may request an amendment to our professional fees for this contract.

Please contact our office with any questions or concerns. Thank you for your consideration of this request.

Regards,



Darrin Tromble, P.E.

dt/ll

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Proposed Fee Schedule City of Casper K STREET IMPROVEMENTS PHASE II - Grant St to St. Mary St Bidding Documents & Construction Administration WWC Engineering October 2019	Total HRS	Total Labor Cost	Sub- Consultants	Total Expense Cost	Total Labor & Expenses
1. <u>Bidding Documents</u>	56	\$5,880			\$7,560
A) Split out and revise design for new phasing	40	\$4,200			
B) Bidding Documents	16	\$1,680			
C) Meetings (Bidding, pre-con, misc.)	16	\$1,680			
2. <u>Construction Phase</u>	669	\$70,455		<u>\$4,540</u>	\$97,819
A) Construction Administration	525	\$56,015		\$800	
B) Submittal Review	48	\$4,584			
C) Construction Staking	96	\$9,856		\$3,740	
D) Project Closeout	88	\$7,824			
E) Materials Testing			\$15,000		

Note: Hourly rates used for calculation of labor costs are shown on the attached 2019 Schedule of Charges \$ 105,379

Total Design Fee Upset Amount: \$105,000.00

Signed:  Date: 10/16/19

Title: Branch Manager

RESOLUTION NO. 19-226

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING (WWC), FOR PROFESSIONAL SERVICES FOR PHASE 2A OF THE K STREET IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to enter into a professional services agreement with WWC Engineering, for bidding, construction administration, and surveying services for Phase 2A of the K Street Improvements, Project No. 15-51; and,

WHEREAS, WWC Engineering is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with WWC Engineering, to provide bidding, construction administration, and surveying services for the K Street Improvements Phase 2A, Project No. 15-51.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project as prescribed by the contract, for a total amount not to exceed One Hundred Five Thousand and 00/100 Dollars (\$105,000.00).

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

November 1, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 

SUBJECT: Authorizing a Cooperative Agreement with the Wyoming Department of Transportation for Construction Activities for the Interstate 25 & Casper Marginal Water and Sanitary Sewer Main Replacement Project, No. 18-044

Meeting Type & Date

Regular Council Meeting

November 19, 2019

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for construction activities for the Interstate 25 & Casper Marginal Water and Sanitary Sewer Main Replacement Project, No. 18-044, in the amount of \$231,488.

Summary:

The Wyoming Department of Transportation (WYDOT) is preparing to reconstruct the Interstate 25 & Casper Marginal. This project involves the removal of the large interstate bridge structure from Curtis Street to Walsh Drive that is no longer necessary due to the removal of the railroad

The City owns and maintains water and sewer mains within this project corridor that are approaching the end of their service life, in conflict with the proposed improvements, and need to be replaced. WYDOT was approached to include the replacement of these utilities during their construction operations. Utility replacements will include the replacement of an existing 12" water main under the interstate and the replacement and relocation of an existing 15" sanitary sewer main that runs parallel and under the interstate.

Under the terms of a cooperative agreement with WYDOT, WYDOT will acquire all necessary construction permits and easements necessary to complete the work and provide engineering services during construction. The cooperative agreement spells out the project limits, responsibilities of WYDOT and the City, and the funding arrangements.

Financial Considerations

The cost to replace these utilities, including WYDOT's overhead and construction administration fees, is estimated to be \$231,488. The City's funding for this project will come from water and sewer fund reserves.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director

Attachments

Resolution

Cooperative Agreement

**COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER**

State Project ARSCT I254A01
Interstate 25, Casper Marginal
Walsh Drive Waterline and
Sanitary Sewer Systems
Natrona County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper (City), whose address is 200 N. David, Casper, Wyoming 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the City and WYDOT desire to participate in the construction of waterline and sanitary sewer systems on Walsh Drive. WYDOT has heretofore designated the location and the City has approved the location for the construction of the waterline and sanitary sewer systems as shown on Exhibit "A", Location Map, which is attached to and incorporated into this Agreement by this reference. WYDOT, the City, and the traveling public shall derive a benefit and advantage by reason of having the waterline and sanitary sewer systems constructed.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the completion of the project. All services shall be completed during this term.
4. **Participation of Project Costs**
 - A. The City agrees to pay WYDOT the entire actual cost of this project including all indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA), within forty-five (45) days after billing for the waterline and sanitary sewer systems, which estimated costs are more particularly set forth on the Exhibit "B", Summary of Project Costs, which is attached to and incorporated into this Agreement by this reference. ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2020 at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on this project, as shown on the Exhibit "B".

- B. The costs shown on the Exhibit "B" are estimates only and the City understands that the final costs may be higher or lower. If the actual costs go over by twenty percent (20%) of the total estimated costs, both parties must agree and sign an amendment for the additional costs.
- C. WYDOT will bill the City on a monthly basis unless otherwise agreed upon between the parties.
- D. No payment shall be made for work performed before the Effective Date of this Agreement.

5. **Responsibilities of the Parties and General Conditions of Preliminary Engineering, Right-of-Way Acquisition, Utility Adjustments, Letting, Construction Engineering, Construction and Maintenance.**

- A. The City, or an engineering consultant selected by the City, shall conduct preliminary survey work, engineering investigations, environmental and right-of-way studies and shall develop final design plans and estimates necessary to construct the waterline and sanitary sewer systems for this project.
- B. The City, or an engineering consultant selected by the City, shall acquire all necessary construction permits and permanent easements necessary to construct the waterline and sanitary sewer systems shown on Exhibit "A". The City shall keep easements across private property in force for perpetuity.
- C. Construction engineering for this project shall be performed by and under the immediate direction, control and supervision of WYDOT or its consultant in accordance with the plans and specifications.
- D. The City shall submit a letter to WYDOT designating a qualified project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the project.
- E. The City shall acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the waterline and sanitary sewer systems shown on Exhibit "A". When acquiring right-of-way and/or providing relocation assistance, the City shall meet requirements as set out in federal and state laws and rules associated with this type of activity. This will include signed documents from any landowners donating right-of-way indicating that they were made aware of the fact they could have received compensation for the acquisition. Also, appraisals and appraisal reviews must adhere to federal and state requirements. The City shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. Under the terms of this Agreement, if right-of-way acquisition is not required for this project, all references to such acquisition herein are considered null and void.

- F. The City agrees to make all arrangements for the adjustment and/or relocation of utilities in conflict with this project. Arrangements will be made by separate agreement(s) with the affected utility owner(s) not covered by this Agreement.
- G. The City shall be given the opportunity to review and comment on the estimates prior to the advertisement of bids by WYDOT. Likewise, the City shall be asked to concur in the award of this project to the lowest qualified bidder. As a result of signing the Letter of Concurrence, the City agrees to the amended costs to match the actual bid amount. Said concurrence letter, which is incorporated into this Agreement by this reference, and Exhibit "B", shall become part of this Agreement.
- H. Upon completion and acceptance of this project, the City shall maintain, at its sole expense, all features constructed under this Agreement. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition.
- I. Upon completion and acceptance of the project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the City. The City shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the City. In the event petroleum contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project.

6. **General Provisions**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.
- E. Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.
- F. Compliance with Laws.** The City shall keep informed of and comply with all applicable, federal, state and local laws and regulations in the performance of this Agreement.
- G. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- H. Entirety of Agreement.** This Agreement, consisting of eight (8) pages; Exhibit "A", Location Map, consisting of two (2) pages; Exhibit "B", Summary of Project Costs, consisting of one (1) page, and the Letter of Concurrence, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the City's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.

- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on the behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement.
- N. Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance under this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and

documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

- Q. Patent or Copyright Protection.** The City recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the City or its subcontractors will violate any such restriction. The City shall defend and indemnify WYDOT for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- S. Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in WARM or LGLP to WYDOT.
- T. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval from WYDOT.
- U. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- V. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- W. Taxes.** The City shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- X. Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.
- Y. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Z. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- AA. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- BB. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- CC. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the City of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

"THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK"

7. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

CITY OF CASPER, WYOMING:

Signature
Fleur D. Tremel

Print Name
Clerk

Title

By: _____
Charles Powell, Mayor

Date

(SEAL)

ATTEST:

WYOMING DEPARTMENT OF TRANSPORTATION:

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

By: _____
Shelby G. Carlson, P.E., Chief Engineer

Date

(SEAL)

Approved as to form:

By: *Aly. Goldman* #117214
Alysa Goldman 10/22/19
Assistant Attorney General
State of Wyoming

Date Agreement prepared: 10-21-19

M:\Land 2019\Engineering\19-016-1-25 and Walsh Dr. Beautification\19-016-1-25 and Walsh Dr. Beautification\19-016-1-25.dwg, 10/2/2019, Roy Coe/eh

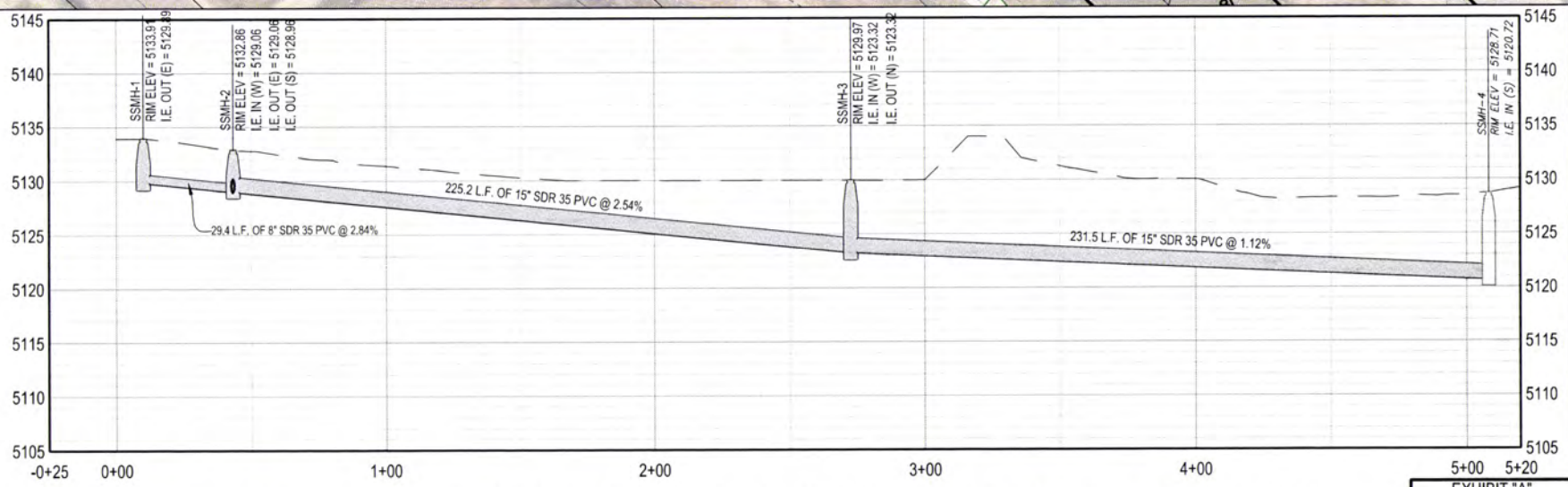
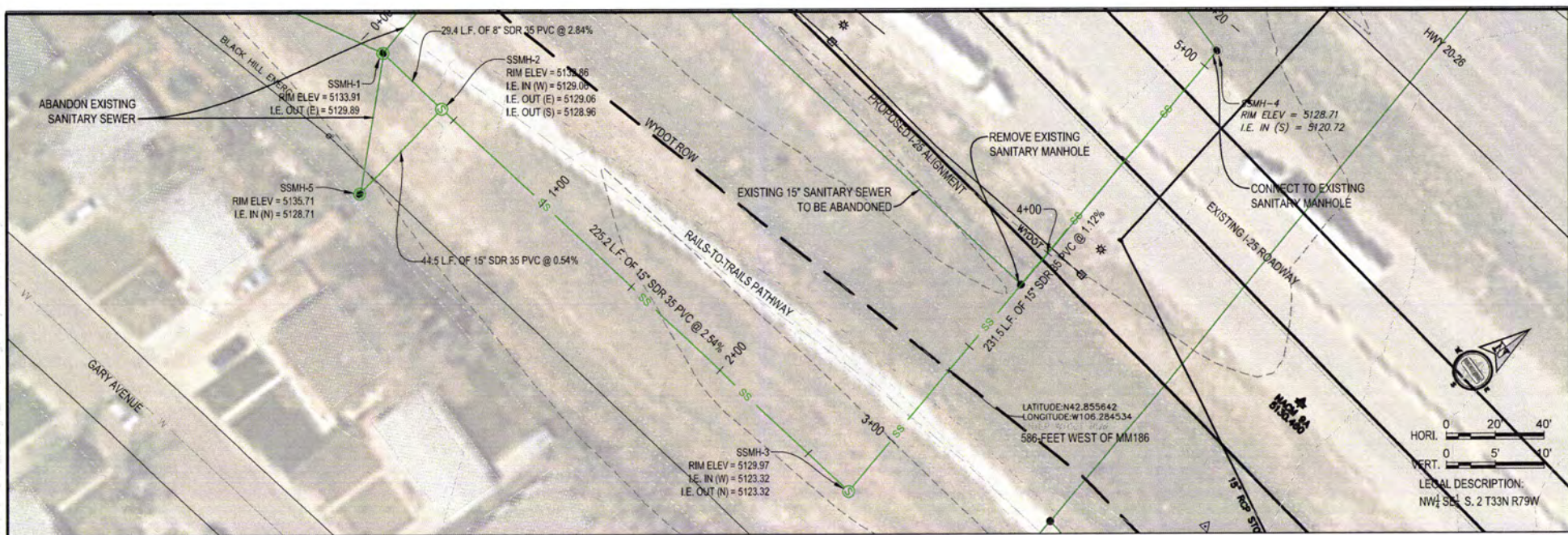
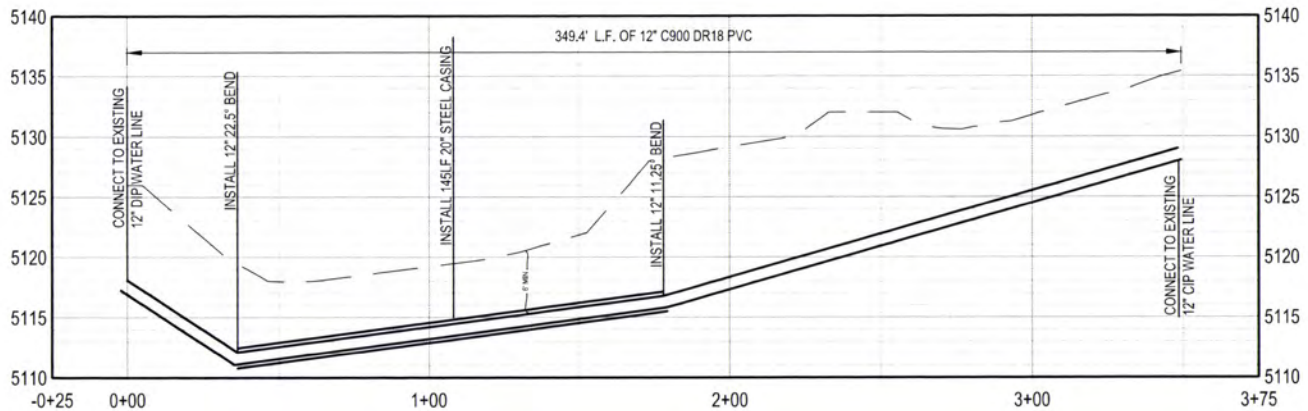
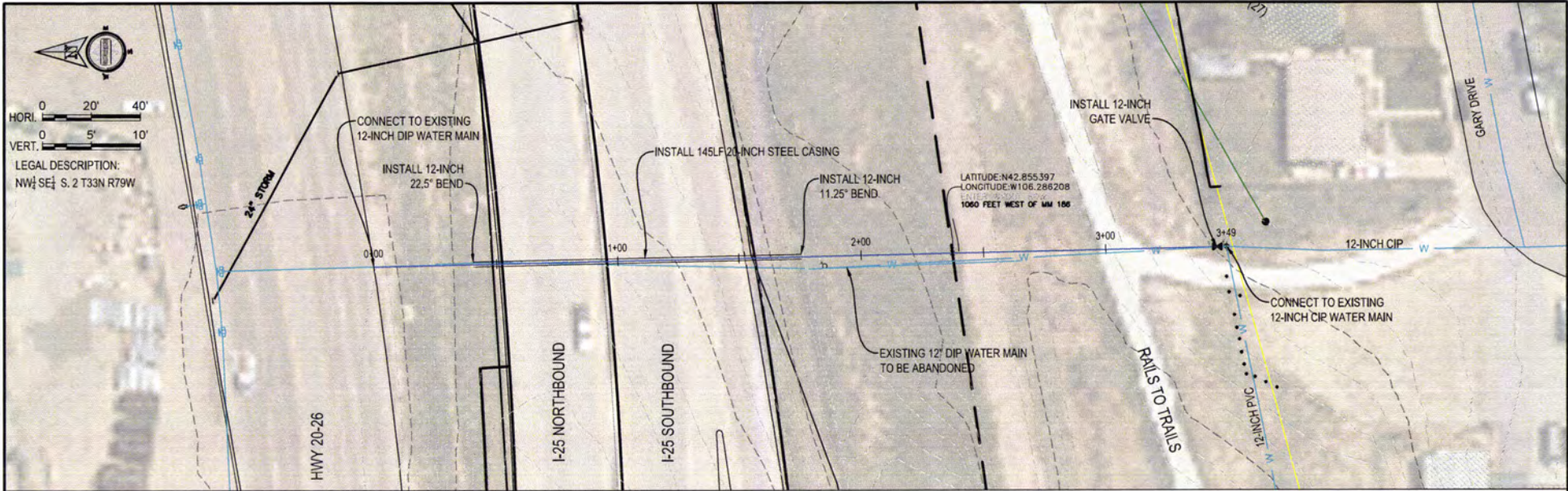


EXHIBIT "A" TO THE AGREEMENT BETWEEN WYDOT AND THE CITY OF CASPER PAGE 1 OF 2

EXHIBIT "A"
15-INCH SEWER STA 0+00
TO END

M:\Land 2019\Engineering\18-015 - 25 and Wagon Dr Beautification\18-015 - Design\Tracing\18-015 - Roy Cottle



Designed By: RJC Date: 2019-10-02 Checked By: RJC Date: 2019-10-02

EXHIBIT "A" TO THE AGREEMENT BETWEEN WYDOT AND THE CITY OF CASPER

PAGE 2 OF 2

EXHIBIT "A"
12 INCH WATER STA 0+00
TO END

SUMMARY OF PROJECT COSTS

EXHIBIT "B"

State Project ARSCT I254A01
Interstate 25, Casper Marginal
Walsh Drive Waterline and Sanitary Sewer Systems
Natrona County

October 3, 2019

Costs were prepared by WYDOT using information provided by the City.

<u>Item</u>	=	<u>Cost</u>	
Estimated Waterline Construction Costs	=	\$ 74,770.00	
Estimated Sanitary Sewer Construction Costs	=	<u>99,020.00</u>	
Total Construction Costs	=	\$173,790.00	
10% Preliminary Engineering	=	17,379.00	
10% Construction Engineering	=	<u>17,379.00</u>	
Total Direct Costs	=	\$208,548.00	[1]
Indirect Cost Allocation Plan (ICAP) (208,548.00) (0.1100)	=	<u>22,940.00</u>	[2]
Total ARSCT Project Costs = [1] + [2]	=	<u>\$231,488.00</u>	

NOTE: All costs shown are rounded to the nearest even dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

APPROVAL AS TO FORM

I have reviewed the attached *Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper, State Project ARSCT 1254A01*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: November 5, 2019.



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO.19-227

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE INTERSTATE 25 & CASPER MARGINAL WATER AND SANITARY SEWER MAIN REPLACEMENT PROJECT.

WHEREAS, the City of Casper desires to enter into a Cooperative Agreement with the Wyoming Department of Transportation for construction services associated with the Interstate 25 & Casper Marginal Water and Sanitary Sewer Main Replacement, Project No. 18-044, State Project ARSCT I254A01; and,

WHEREAS, the Wyoming Department of Transportation is able and willing to provide those services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Cooperative Agreement with the Wyoming Department of Transportation for the Interstate 25 & Casper Marginal Water and Sanitary Sewer Main Replacement Project, in the amount of Two Hundred Thirty-One Thousand Four Hundred Eighty-Eight and 00/100 Dollars (\$231,488).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project in an amount not to exceed Two Hundred Thirty-One Thousand Four Hundred Eighty-Eight and 00/100 Dollars (\$231,488).

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

November 7, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a Contract for Professional Services with WLC Engineering, Surveying, and Planning, Inc. in the amount of \$98,500.00 for the Ridgecrest Zone 2 & 3 Waterline Replacements, Project No. 19-037.

Meeting Type & Date:
Regular Council Meeting
November 19, 2019

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize a contract for professional services with WLC Engineering, Surveying, and Planning, Inc. in the amount of \$98,500.00 for the Ridgecrest Zone 2 & 3 Waterline Replacements, Project No. 19-037.

Summary:
The City is working on the replacement of zone 2 and zone 3 waterlines located on Ridgecrest Drive between West 29th Street and West 39th Street, on Mariposa Boulevard between Ridgecrest Drive and Mariposa Court, and on Lennox Street between East A Street and West Yellowstone Highway.

The City Engineering department requested proposals from local consultants for design and bidding services for the Ridgecrest Zone 2 & 3 Waterline Replacements. Their services include program development, schematic design and design development, procuring subconsultants, preparing the project manual, and bidding services.

Four firms submitted proposals for this work and three were interviewed by a selection committee. Based on the proposal, interview, and fee proposal, the selection committee selected WLC Engineering, Surveying, and Planning, Inc. as the consultant for this project.

Financial Considerations
Funding for this project will be from 1%16 funds allocated to water main replacement and 1%16 fund allocated to Streets.

Oversight/Project Responsibility
Ethan Yonker, P.E., Associate Engineer

Attachments
Resolution
Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 19th day of November, 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. WLC Engineering, Surveying, and Planning, Inc., 200 Pronghorn, Casper, Wyoming 82601 (“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 for utility replacements and roadway improvements on Ridgecrest Drive and Lennox Street.

B. The project requires professional services for the design and bidding services for utility replacements and roadway improvements.

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:

A. Program Development and Projected Construction Cost Estimate.

1. Consultant shall conduct a series of surveys, data collection and meetings to determine the needs, followed by the development of schematic design options. The projected construction costs will be developed for each of the schematic design options.

2. The Consultant shall conduct any necessary additional geotechnical investigation for the utility replacements. The Consultant will be responsible for hiring and paying for geotechnical services. The geotechnical report shall contain information necessary to design, permit, and install the utilities. Information shall contain, but not be limited to, soil characteristic and engineering properties; soil classifications.
3. The Consultant shall meet with the Owner as necessary during the preliminary design. The purposes of the meetings are to discuss the status of the project budget and to review and approve design concepts on the construction drawings and specifications.
4. Consultant's schematic plans shall include scopes of work for miscellaneous concrete work with justifications as appropriate (i.e. drainage, excessive cracking, etc.) and projected construction cost estimates. Estimates all be itemized by work type water/sewer/street as much as possible.

B. Schematic Design and Design Development.

1. Based on the approved schematic design option, the Consultant shall prepare a schematic design, incorporating the total extent of all utility replacements, street rehabilitation, misc. concrete replacements, and miscellaneous sanitary sewer work. The final version of the schematic design shall include all pipe material, sizes, tie-ins, and any specialized installations that will be required.
2. The Consultant shall develop and provide detailed construction drawings for all utility replacements with plan and profile views, all street rehabilitation with section views, and all misc. concrete and sanitary sewer work. The construction drawings shall contain all information required for the installation of these utilities, streets, and misc., traffic control plans, special construction plans, and procedure plans.
3. Consultant shall be responsible for obtaining any permits necessary for construction, including WYDEQ Permit to Construct and Discharge Permits.
4. The Consultant shall prepare a set of contract documents in order to publicly advertise and let bids for construction of the Project. Contract documents shall consist of bidding specifications, technical specifications, construction drawings, and all testing requirements.

5. Consultant shall provide the Owner five (5) copies of the preliminary construction drawings and project manuals for review.
6. The Consultant shall coordinate all AutoCAD requirements to ensure 100% compatibility with the Owner's CAD system and in accordance of Casper Municode 16.16.020.
7. The Consultant shall prepare a project cost estimate when construction documents are at approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.
8. The Consultant shall meet with representatives of the Owner when construction drawings and technical specifications are approximately fifty percent (50%) complete and again two (2) weeks prior to public advertisement to review and approve of design concepts.

C. Subconsultants.

1. The Consultant shall be responsible to procure any sub-consultant to complete the work if necessary, including, but not limited to, environmental, geotechnical, and civil.
2. The Owner and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).

D. Project Manual.

1. The Consultant shall prepare Technical Specifications covering all work.
2. The Consultant shall prepare a bid schedule to accompany the Owner's Bid Form.
3. The Consultant shall edit "front-end" documents of project manual supplied by the City Engineering Office. Documents supplied will consist of the EJCDC 1996 edition General Conditions and contract documents; Advertisement for Bids; Instructions to Bidders; Bid Form; Performance and Payment Bond forms; Bid Bond Form; Form of Agreement between Owner and Contractor and, Supplementary Conditions. The Consultant shall review these documents, insert modifications where appropriate, and

return them for final review. After final review by the City, the Consultant shall incorporate all comments into the Project Manual.

E. Bidding Services.

1. The Consultant shall provide the City Engineering Office five (5) sets of Bidding Documents at the completion of the design. The Consultant shall affix his/her registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall conduct a pre-bid meeting, take meeting minutes, submit meeting minutes to the City for review and approval, and distribute as needed.
3. The Consultant shall prepare addenda to the bid documents, as required.
4. The Consultant shall assist in the evaluation of bids and award of the contract to the successful bidder.

2. TIME OF PERFORMANCE:

The design and bidding services of the Consultant shall be undertaken and completed on or before the 16th day of April 2020.

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 Ninety-Eight Thousand Five Hundred Dollars (\$98,500.00).

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 in accordance with hours and rates in the Engineering Fee provided by the Consultant (Exhibit A); 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. Exhibit A is hereby made a part of this 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.

[The rest of this page is intentionally left blank]

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

APPROVED AS TO FORM

Walter Trent

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

WITNESS

CONSULTANT
WLC Engineering, Surveying, and Planning,
Inc.

By: Bradley Holwegner

By: Gregory L. Biggs

Printed Name: Bradley Holwegner

Printed Name: GREGORY L. BIGGS

Title: Project Manager

Title: WLC TREASURER

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.



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

November 1, 2019

Mr. Ethan Yonker, P.E.
 City of Casper
 200 North David Street
 Casper, WY 82601

***RE: FEE PROPOSAL, Request for Proposals for Engineering Services for the City of Casper –
 Ridgecrest Zone 2 & 3 Waterline Replacements Project***

Mr. Yonker:

This price proposal is based upon the scope of work stated in the Request for Proposals for Engineering Services for City of Casper – Ridgecrest Zone 2 & 3 Waterline Replacements Project, the specific scope stated in our proposal, as well as our proposed schedule. The fees for this project are derived from the attached 2019 Fee Schedule.

Our fee for providing the stated scope of services is as follows.


Total Design Services Fee: \$98,500.00

This fee is a not-to-exceed value. We will submit an invoice, payment voucher, and Invoice Cover Sheet monthly based upon the actual time and materials expended.

In the event that the City of Casper significantly modifies the scope of work and/or the design schedule, we will request an adjustment to our agreement.

We look forward to working with the City of Casper on this project. Please feel free to contact us with any questions.

Respectfully,
 WLC Engineering, Surveying, and Planning


 Brad Holwegner, PE
 Project Manager

Encl.



2019 FEE SCHEDULE

DEDICATED TO CLIENTS.
DEFINED BY EXCELLENCE.

Submitted to: City of Casper

Project: Ridgecrest Water

Submitted by: Brad Holwegner, Project Manager

Date: 11/19

2019 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: January 1, 2019
LABOR CHARGES

Staff Type	Hourly Rate
Office Assistant	\$59.00
Clerical/Word Processor	\$65.50
Office Technician	\$72.00
Accounting Research Technician	\$78.00
Archivist	\$90.00
Technician I	\$65.50
Technician II	\$75.00
Technician III	\$85.00
Technician IV	\$95.00
Technician V	\$105.00
Engineer I	\$108.00
Engineer II	\$120.00
Engineer III	\$132.00
Engineer IV	\$143.50
Engineer V	\$153.00
Project Manager	\$168.00
Senior Project Manager	\$184.00
Principal	\$ 209.00

Equipment/Reimbursable	Fee per Unit
Vehicle	\$78.75 per day
Mileage	\$1.05 per mile
Per Diem	\$13.75 per unit
Meals	Cost + 10%
Lodging, travel, etc.	Cost + 10%
Computer Cad/GIS	\$33.50 per hour
Consultants	Cost + 10%
Subcontractors	Cost + 15%
Filing Fees/Recordings	Cost + 10%
3D Laser Scanner - Drone	\$157.50 per hour

Staff Type	Hourly Rate
Planning Technician	\$98.00
Drafting Technician I	\$85.00
Drafting Technician II	\$95.00
Drafting Technician III	\$105.00
Drafting Technician IV	\$110.00
Drafting Technician V	\$120.00
GIS Technician I	\$95.00
GIS Technician II	\$105.00
GIS Technician III	\$115.00
Surveying Technician I	\$80.00
Surveying Technician II	\$90.00
Surveying Technician III	\$100.00
Surveying Technician IV	\$115.00
Surveying Technician V	\$132.00
Surveyor (L.S.)	\$155.00
Grantsman	\$150.00
Assistant Grantsman	\$98.00

Equipment/Reimbursable	Fee per Unit
Field/Office Materials (Int/ Ext)	Cost + 10%
Prints/Maps/Reproduction (Int/Ext)	Cost + 10%
Insurance (Addl. Insur., Waiver, RR)	Quote
Communications (Internal / External)	Cost + 10%
External Delivery	Cost + 10%
GPS (RTK -- Hourly Charge)	\$80.00 per hour
Digital Level	\$24.50 per hour
UTV	\$152.00 per day
Robotic TS/Pathfinder – Hourly Charge	\$76.25 per hour
Total Station with Data Collector	\$30.00 per hour
Field/Office Equipment (External)	Cost + 15%

- All field charges begin at the time of departure and terminate at the time of return to the point of origin (the home office or place of lodging).
- Final invoiced amounts may vary from cost opinions because of variations in the time of performance, anticipated site conditions or changes in the scope of services.
- Work over forty (40) hours per week, on weekends or holidays, or beyond normal working hours, at the client's request or convenience, will be charged at a rate of 1.5 times the above fees.
- Payment is expected within 30 days after the invoice date.
- Please note our cost opinions are subject to change after 60 days.
- Fees and rates subject to change. Additional (non-current) Governmental taxes, charges and fees will be passed on to the client.
- Unless otherwise specified in the proposal Client safety requirements will be charged at an additional labor rate of 10%.

2019 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: January 1, 2019

MATERIAL TESTING RATES

Reimbursable	Fee per Unit	Reimbursable	Fee per Unit
* Standard Proctor Density Curve – A, B, C, D	*\$54.50 per test	* Resistance to Plastic Flow, Plant Mix	*\$265.00 per set of 3
* Modified Proctor Density Curve – A, B, C, D	*\$66.00 per test	* Resistance to Plastic Flow, Lab Mix	*\$363.00 per set of 3
* 1 Check Point Proctor – Method—A, B, C, D	\$18.50 per test	* Theoretical Maximum Specific Gravity Rice Test; Plant Mix	*\$94.00 per set of 3
* Nuclear Moisture Density (hour)	*\$21.00 per hour		
* Nuclear Moisture Density (day)	*\$131.00 per day See Labor Charges	* Theoretical Maximum Specific Gravity Rice Test; Lab Mix	*\$190.00 per test
* Field Density Test – Sandcone			
Relative Density (Minimum/Maximum)	\$388.50 each	* Bulk Specific Gravity of Compacted Bituminous Mixtures	*\$52.50 per test
* Specific Gravity (Soil)	\$52.75 each		*
		Extraction of Bituminous Mix (Chemical)	\$241.50 per test
* Moisture Test	\$21.00 per test	Extraction of Bituminous Mix (Oven)	\$160.75 per test
* Atterberg Limit Test	\$88.75 per test	Immersion Compression Test Plant Mix	\$645.75 per set of 3
* Sieve Analysis 1.5 – #4 Sieve (6 or less)	\$54.00 per test	Immersion Compression Test Lab Mix	\$830.00 per set of 3
* Sieve Analysis #4 – 200 Sieve Incl. Wash (6 or less)	\$83.00 per test	Computation of % Air Voids, Voids in the Mineral Aggregate	Quote
* #200 Wash	\$41.75 per test	Ignition Oven Calibration	\$294.00 per mix change
* Additional Sieves	\$41.75 per sieve		\$1.00 per test & See Labor Charges
Hydrometer	\$178.50 each	* Mix Design – Asphalt	\$1.00 per test & See Labor Charges
* California Bearing Ratio Test (1 Point)	*\$201.00 per test	* Mix Design – Verification, Asphalt	Cost + 10%
* California Bearing Ratio Test (3 Points)	*\$514.50 per test	* Field Lab	\$231.00 per day
Unconfined Compression Test	\$160.50 each	* Large Shaker on Site	\$173.00 per day
* Hand Penetrometer Test	*\$13.50 each	* Small Shaker on Site	*\$2.00 each
Consolidation/Swell Test	\$225.75 per test		
Permeability Test	\$225.75 per test	* Specific Gravity & Absorption (Coarse)	See Labor Charges
* Organic Vapor Monitor (hour)	*\$21.25 per hour	* Specific Gravity & Absorption (Fine)	\$1.00 per test & See Labor Charges
* Organic Vapor Monitor (day)	*\$137.50 per day	* % Crushed Particles (Fractured Faces)	\$1.00 per test & See Labor Charges
* Water Level Indicator (day)	*\$33.50 per day	* Flat & Elongated Particles	
* Environmental Sampling Pump (hour)	*\$24.25 per hour	* Aggregate Soundness (LA Abrasion)	\$201.00 each
* Environmental Sampling Pump (day)	*\$135.50 per day	* Sodium/Magnesium Sulfate (SAS) Test	\$445.00 each
* Bailers	*\$14.50 each	* SAS Test – Additional Sieves	\$103.50 each
Asphalt Core Standard 4" Diameter up to 6" depth	*\$41.75 per core	Fine Aggregate Angularity	\$230.00each
* Concrete Core Standard 4" Diameter up to 6" depth	*\$59.75 per core	* Unit Weight & Voids in Aggregate	*\$53.00 each
* Asphalt Core – Other Sizes Available	*Quote		
* Concrete Core – Other Sizes Available	*Quote	* Rock Correction	See Labor Charges
* Compressive Strength of Concrete Cores	*\$44.75 each	Sand Equivalent (set of 3)	\$357.00 per set
* Cylinder Molds	*\$4.00 per mold	* Flow Meter Trailer	*\$300.00 per Test
* Cylinder Breaks – Concrete, Mortar, Grout	*\$22.50 each		
* Concrete, Mortar, Grout Cubes 2 x 2	*\$30.00 per cube	Materials Testing (internal, external or not listed)	Cost + 15%
* Epoxy Cubes or 3" x 6" Cylinders	*\$41.50 each	Soil Resistivity	\$149.00 each
* Mix Design – Concrete	\$1.00 per test & See Labor Charges		
* Air, Slump Tests, and Unit Weight	See Labor Charges		
* Sample Preparation, Field Sampling And Transportation	See Labor Charges		

1. Tests are done to applicable ASTM and/or AASHTO and/or ACI standards.
2. *Labor charges additional to stated rate.

RESOLUTION NO.19-228

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING, SURVEYING, AND PLANNING, INC. FOR DESIGN AND BIDDING FOR THE RIDGECREST ZONE 2 & 3 WATERLINE REPLACEMENTS, PROJECT NO. 19-037.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and bidding services for the Ridgecrest Zone 2 & 3 Waterline Replacements project; and,


WHEREAS, WLC Engineering, Surveying, and Planning, Inc. is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with WLC Engineering, Surveying, and Planning, Inc. in the amount of Ninety-Eight Thousand Five Hundred and 00/100 Dollars (\$98,500.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Ninety-Eight Thousand Five Hundred and 00/100 Dollars (\$98,500.00).

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

November 4, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing Change Order No. 1 with Treto Construction, LLC, for a cost increase of \$16,830, a time extension of 30 Days, and winter shutdown for the North Beverly Street Improvements, Project 18-060.

Meeting Type & Date:
Regular Council Meeting
November 19, 2019

Action Type
Resolution

Recommendation:

That Council, by resolution, authorize Change Order No. 1 to the agreement with Treto Construction, LLC, for a cost increase of \$16,830, a time extension of 30 days, and winter shutdown for the North Beverly Street Improvements Project.

Summary:

Treto Construction, LLC is under contract with the City of Casper for the North Beverly Street Improvements Project. The North Beverly Street Improvements Project includes replacing the concrete road surfacing, curb and gutter repairs, sidewalk repairs, and widening the sidewalk to ten feet on the east side of North Beverly Street between East Yellowstone Highway and East 'E' Street.

Due to the addition of work to include curb and gutter, catch basin reconstruction, and modified curb cuts, unforeseen subgrade conditions, and weather days, the contractor is requesting 30 days to complete a majority of the work this fall. In addition, the contractor is requesting a winter shutdown. With the approval of this change order, the substantial completion date will become October 31, 2019.

The contractor is currently being assessed liquidated damages in the amount of \$1,000 per day until all traffic control is removed and the roadway is open to full traffic. Liquidated damages will begin again in the spring and continue until project completion.

Treto Construction, LLC
North Beverly Street Improvements
Project No. 18-060
Change Order No. 1

Change Order No. 1 and the resolution are prepared for Council's consideration.

Financial Considerations:

None.

Oversight/Project Responsibility:

Raymond Catellier, CEPI

Andrew Colling, Engineering Tech

Attachments:

Resolution

Change Order #1

Engineer's Recommendation

Contractor Request Letter

Treto Construction, LLC
North Beverly Street Improvements
Project No. 18-060
Change Order No. 1

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: North Beverly Street Roadway Improvements Project, Project No. 18-060

DATE OF ISSUANCE: October 24, 2019

OWNER: City of Casper, Wyoming

CONTRACTOR: Treto Construction, LLC

ARCHITECT/ENGINEER: CEPI

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

Description: Adjust contract times and contract price in accordance with attached memo and letter from Contractor

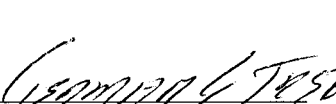
Attachments: Time extension letter from contractor, engineer's memo.

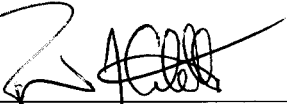
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 932,250.00	Original Contract Time: (days or date) Substantial completion: <u>October 1st, 2019</u> ; Final completion: <u>October 15th, 2019</u>
Previous Change Orders No. --- to ---: \$ <u>0</u>	Net change from previous Change Orders (days): <u>--0--</u>
Contract Price prior to this Change Order: \$ 932,250.00	Contract Time prior to this Change Order: Substantial completion: <u>October 1st, 2019</u> ; Final completion: <u>October 15th, 2019</u>
Net Increase/Decrease change of this Change Order: \$ <u>16,830.00</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 30 --</u>
Contract Price with all approved Change Orders: \$ <u>949,080.00</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: October 31st, 2019</u> <u>Final completion: June 15th, 2020</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 
Contractor

BY: 
Architect/Engineer

BY: _____
Owner

CO-1



Memorandum

Date: Monday, November 04, 2019
To: Andrew Colling, City of Casper
From: Raymond Catellier, CEPI
Project #: City of Casper 18-060
Subject: North Beverly Street Improvements – Change Order No. 1

Enclosed is Change Order No. 1 for your review and approval. This change order will be to adjust the contract amount and final completion date of the project to account for additional work, weather and to allow for a winter shut down.

There are four items to be identified as additional work and unforeseen conditions contributing to the time extension for the project. They are:

1. Removal and replacement of 361 linear feet of concrete curb and gutter. An addition of \$10,830 to the contract.
2. Additional curbside and driveway removals and replacements were added to the project after it began.
3. Repair work to existing storm sewer manholes and catch basins that were not originally anticipated as part of this project. An addition of \$6,000 to the contract.
4. Ground water issues related to a backed up storm water outfall.
5. Delays due to weather

Additional contract amount: \$16,830

Additional time as it relates to these items is detailed below :

1. 5 days
2. 2 days
3. 5 days
4. 5 days
5. 5 days

This is a total of 22 additional work days to the contract (Note: 22 work days equates to 30 calendar days).

The original contract completion dates are substantial completion: October 1st, 2019 and final completion: October 15th, 2019.

The additional 22 working days (30 calendar days) to the contract changes the substantial completion date to October 31st, 2019. Due to the unseasonably cold, snowy weather we have experienced we recommend allowing for a winter shutdown beginning as soon as the contractor has permanent surfacing on the roadway and traffic control removed. Work that will not impact traffic in North Beverly Street and Yellowstone Highway may be completed during winter shutdown and will not count towards a day of liquidated damages. Upon the commencement of work in the spring the contractor will be in liquidated damages until the work is complete. The final completion date of the project will be June 15th, 2020.



Treto Construction, LLC

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

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

September 30, 2019

Re: North Beverly Street Roadway Improvements

Dear Mr. Ray Catellier

Treto Construction, LLC would like to request a time extension on the reference project. As you are aware, the project was scheduled to be completed by October 1st 2019 but due to a number of complications that our company has had and the increased of some Items that you add to the bid schedule, we are requesting to be extended 45 calendar days, leaving the completion date to November 15, 2019, for the following reasons:

7 days for weather days.

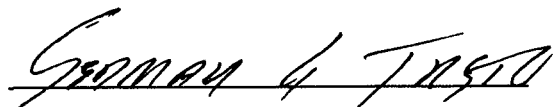
8 days waiting for answers for the ground water and storm sewer problems from the City Staff.

7 days because we was working changes on Inlets and catch basins.

8 days for extra Curb & Gutter to be adding to the project.

14 days for the Business Owners around the project because they make it too hard to get the job done.

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



Gustavo Treto
Managing member

RESOLUTION NO.19-229

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH TRETO CONSTRUCTION LLC, FOR A TIME EXTENSION AND PRICE INCREASE AS PART OF THE NORTH BEVERLY STREET IMPROVEMENTS PROJECT.

WHEREAS, Treto Construction LLC, is performing services under the terms of an agreement with the City of Casper for the North Beverly Street Improvements Project; and,

WHEREAS, the City of Casper desires to extend the time and increase the amount of the contract because of additional curb and gutter replacement, unforeseen subgrade conditions and weather delays.

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. 1 to the Agreement with Treto Construction LLC, for a time extension of thirty (30) days, a price increase of Sixteen Thousand Eight Hundred Thirty and 00/100 Dollars (\$16,830.00), and a winter shutdown.

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

September 12, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Chief of Police *KMP 307*
Lori Jackson, PSCC Manager
SUBJECT: Authorizing an Agreement with Wyoming Medical Center for Public Safety
Dispatching and E911 Services.

Meeting Type & Date

Regular Council Meeting
November 19, 2019

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an agreement for Public Safety Dispatching and Enhanced 911 service with Wyoming Medical Center.

Summary

The proposed contractual agreement with Wyoming Medical Center provided for Public Safety Communications and Enhanced 911 services by the City of Casper. The Agreement provides for compensation to the City for services rendered, as well as capital replacement provisions. The Agreement, which is a renewal, shall be for a term ending June 30, 2024.

A resolution has been prepared for Council's consideration.

Financial Considerations

None

Oversight/Project Responsibility

Lori Jackson, PSCC Manager

Attachments

Resolution
Agreement

PUBLIC SAFETY ADVISORY COMMITTEE AGREEMENT

PRIVATE ENTERPRISE USER AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2019, by and among the City of Casper, Wyoming, A Municipal Corporation, hereinafter referred to as “City”, and the Wyoming Medical Center, a private enterprise user, referred to as “WMC”.

WITNESSETH:

WHEREAS, the various public safety user entities in Natrona County that provide public safety services desire to coordinate, centralize, and economically operate a combined dispatch and E-911 emergency telephone service in Natrona County, Wyoming and agree to participate in funding of such facilities; and,

WHEREAS, WMC desires to exchange information and maintain communication in order to provide high levels of service to their customers, and agrees to participate in funding of such facilities ; and,

WHEREAS, The City of Casper has agreed to administer and provide services for all public safety dispatching and E-911 emergency telephone services in Natrona County, Wyoming for User Entities and private enterprise users such as Wyoming Medical Center, in and as a part of a facility maintained and operated by the City, known as the Public Safety Communications Center (hereinafter referred to as “PSCC”) under the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and Agreements contained herein, it is understood and agreed by and between the parties as follows:

I. AGREEMENT DURATION

The initial term of the Agreement shall be for the fiscal year commencing July 1, 2019 through June 30, 2020. This Agreement shall automatically renew on July 1, 2020, and on July 1st of each fiscal year thereafter for like terms unless otherwise terminated as provided in Section IV of this Agreement. Provided, however, this

Agreement shall terminate and be of no further force of effect between the parties at midnight on June 30, 2024.

II. CREATION, ORGANIZATION, AND COMPOSITION OF ADVISORY COMMITTEE

- A. An Advisory Committee shall be established consisting of the following persons or their authorized designees, recognized as voting representatives: City of Casper Police Chief, City of Casper Fire Chief, Casper City Manager, Casper City Attorney, Casper City Finance Director, Natrona County Fire Protection District, Natrona County Sheriff, Natrona County Attorney, Town of Mills Police Chief, and Town of Evansville Police Chief, Private enterprise User Entity members with non-voting status covered under a separate agreement, but part of the committee: Wyoming Medical Center. Additional representatives may be appointed, as necessary, to represent other public safety users or private enterprise users.
- B. The Advisory Committee shall act as a forum to address issues, including, but not limited to, information exchange, customer service concerns, and recommendations on PSCC operations. The Advisory Committee shall investigate and recommend policies and procedures for operations to the Casper City Manager, and investigate and recommend funding sources as they relate to PSCC.

III. OPERATION, MAINTENANCE, AND BUDGET

- A. Operation. The City shall enter into appropriate Agreements with telecommunications companies to provide service for the E-911 Emergency Reporting System, in accordance with the Exchange Network Service Tariffs on file with the Wyoming Public Service Commission. The City agrees to timely advance payment to the appropriate telecommunications companies, for services provided on the User Entities' behalf.
 - 1. The City shall employ and train all personnel necessary to operate all radio and E-911 systems. All calls received by the PSCC shall be dispatched by PSCC personnel. The City shall provide adequate space for, and maintain all necessary equipment for the operation of the PSCC as provided herein.

- B. Operational and Maintenance Expense. The City shall be responsible for the actual operation and maintenance of the PSCC. It shall make disbursements for all costs incurred in such operations and maintenance, subject to monthly reimbursement from WMC for its proportionate share of all the actual operational, maintenance, and depreciation expenses as provided below:
1. Operation expenses. Include, but are not limited to, salaries, employee benefits, tax and workers' compensation insurance expenses; travel and training expenses; uniforms; safety equipment; telephone and Enhanced 911 expenses; radio equipment and expenses; audio recorder equipment and expenses; rent; insurance and bonds; office supplies; and CAD system expenses.
- C. Depreciation Expense. The operational budget for the PSCC includes an account for the depreciation of assets. This depreciation account is for tracking and depreciating asset purchases. In addition to the proportionate share of operational and maintenance expenses, WMC shall also pay to the City of Casper, on a monthly basis, their proportionate share of the total annual depreciation expenses incurred by the PSCC for the prior fiscal year.
- D. Accounting. WMC agrees to pay to the City a proportionate share of the maintenance, operational, and depreciation expenses incurred by the City in operating the PSCC, based on the ratio that each entity's calls for service bears to the total number of calls received by the PSCC. For the purposes of cost allocation, calls for service shall be determined using the most recent three calendar year rolling average of actual calls taken. WMC understands and agrees that these payments are reimbursement to the City of Casper for expenses incurred in operating and maintaining the PSCC and do not confer any ownership interest in any PSCC assets to WMC. WMC's proportion, for year one of this agreement and based upon calendar years 2016 through 2018 is set forth on "Exhibit A" attached hereto; the same being incorporated herein at this point as if fully set forth.
1. The City shall bill WMC on a monthly basis for their proportionate share for the operational, maintenance, and depreciation expense incurred in the operation of the PSCC. WMC agrees to pay each bill within forty-five (45) days of bill receipt.
 2. E-911 surcharge fees will be allocated to the Public Safety Communications Center, directly from the Natrona County Treasurer's office. The funds shall be divided and credited proportionately to WMC's respective monthly invoice.

IV. TERMINATION AND DISSOLUTION

- A. WMC may withdraw from this Agreement by providing the Casper City Manager with ninety (90) days advance written notice, prior to July 1st of any fiscal year. Following said notice, this Agreement shall terminate, and be of no further force or effect between the City of Casper and the terminating party on July 1 of the year such notice is given. A copy of such termination notice shall be supplied to each other party to this Agreement by the City Manager as soon as practical. The terminating party shall be liable for any cost incurred by the City of Casper for terminating party's proportionate share of the operational, maintenance, and depreciation expenses up to the date of the termination of this Agreement.
- B. Upon termination and dissolution of this Agreement, any and all capital assets of the PSCC, including all equipment and software associated therewith, shall remain and be the sole separate property of the City of Casper, free and clear of any claim of any party.
- C. The parties' obligation under the Spillman User Confidentiality Policy Agreement shall survive termination and dissolution of this Agreement.

V. GENERAL TERMS AND CONDITIONS

- A. Wyoming Governmental Claims Act. 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.
- B. Changes. The City may, from time to time, request changes in the scope of the services of the Agreement. Such changes, including any increase or decrease in the amount of the City's compensation, which are mutually agreed upon between the City and the User Entities, shall be incorporated in written amendments to this Agreement.


VI. SEVERABILITY

The terms, provisions, and conditions of the Agreement are severable. If any term or provision of the Agreement or its application to any person or circumstance is determined by a court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term or provision and shall not affect the other

persons, circumstances, terms or provisions which can be given effect without the invalid provision or application.

(SIGNATURE PAGE BELOW)

APPROVED AS TO FORM:



Attest

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

Attest:

Wyoming Medical Center

Name of Agency (please print)

Clerk



Name/Title

Mike Staley,
Senior VP & CAO

RESOLUTION NO.19-230

A RESOLUTION AUTHORIZING AN AGREEMENT
WITH WYOMING MEDICAL CENTER FOR PUBLIC
SAFETY DISPATCHING AND E-911 TELEPHONE
SERVICES

WHEREAS, the City of Casper owns and operates a Public Safety Dispatch Center and E911 telephone service; and,

WHEREAS, it is in the best interest of the residents of the City of Casper and the surrounding area for Casper to provide dispatch services for Wyoming Medical Center.

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, agreements with Wyoming Medical Center.

BE IT FURTHER RESOLVED: That said agreement provide that Wyoming Medical Center will reimburse the City of Casper for the provision of these services.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2019.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

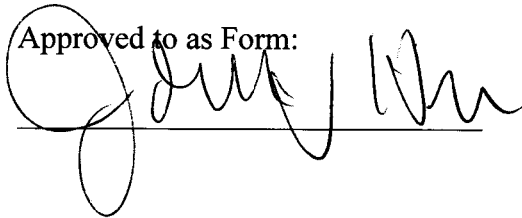
Charles Powell
Mayor

AMENDMENT
TO THE
EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF CASPER
AND
CALLY E. LUND

Now on this 19th day of November, 2019, it is mutually agreed that the Employment Agreement between the City of Casper, Wyoming (the "City"), and Cally E. Lund (the "Employee"), shall be amended to:

SECTION III – SALARY AND BENEFITS:

- O. Provide Municipal Judge with a temporary additional monthly compensation adjustment of One Thousand Dollars (\$1,000.00), to the base salary, effective November 25, 2019, until the time that City Council considers results of the citywide compensation and classification study, and reviews and acts upon contract employee's salary.

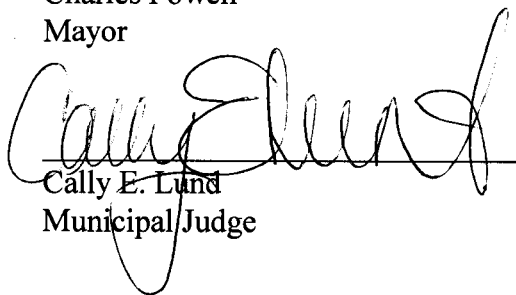
Approved to as Form:


THE CITY OF CASPER, WYOMING
A Municipal Corporation

Charles Powell
Mayor

ATTEST:

Fleur D. Tremel
City Clerk


Cally E. Lund
Municipal Judge

RESOLUTION NO.19-231

A RESOLUTION AMENDING THE EMPLOYMENT AGREEMENT WITH CALLY E. LUND, MUNICIPAL JUDGE.

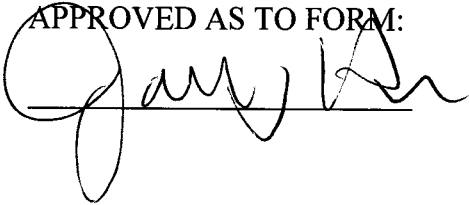
WHEREAS, the Casper City Council employed Cally E. Lund as the Municipal Judge for the City of Casper, June 25, 2018; and,

WHEREAS, it is the desire of the employer to provide a temporary monthly pay increase of \$1,000.00 effective November 25, 2019 until the results of the citywide compensation and classification study will be considered by Casper City Council;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That pursuant to Wyoming Statute 15-4-202, Cally E. Lund employed as the full-time Municipal Judge, and the Mayor is authorized and directed to execute, and the City Clerk to attest, an amendment to the employment agreement with Cally E. Lund in the form submitted to the Council.

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

November 7, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Tim Cortez, Director of Parks and Recreation
Chris Smith, Superintendent of Hogadon Ski Area

SUBJECT: Memorandum of Understanding – Hogadon Night Skiing

Meeting Type & Date
Regular Council Meeting
November 19, 2019

Action type
Resolution

Recommendation

That Council adopt, by resolution, an MOU between the Hogadon Night Skiing Project and the City of Casper. This MOU will pertain to the Hogadon Night Skiing Project and allow the City to accept the gift of infrastructure to allow for night skiing at Hogadon Basin under the conditions set forth.

Summary

In 2017, John Lutz and the Hogadon Night Skiing Project asked the City if they could gift a lighting project to Hogadon Ski Area. The lighting project would light at least two slopes (Boomerang and Park) for the purposes of night skiing. The total construction cost of the project is between \$385K and \$405K. The total amount raised by the Hogadon Night Skiing Project to this date is \$410K.

This MOU will assure the City receives infrastructure that is built to the standards set forth in the Comprehensive Plan. By doing this, there will be adequate lighting to provide a safe skiing area at night. Furthermore, the MOU allows the Hogadon Night Skiing Project to be held harmless after the gift is received. There are other stipulations within the MOU and plan but those are the two main items.

A local philanthropist has agreed to backstop any operational losses, up to \$60K per year, for the next three years. The Zimmerman Foundation has already submitted a letter of commitment and will sign this MOU when he returns to town the week of November 11th.

City staff feels the three-year period would allow us to collect the data to determine if night skiing is sustainable.

It is the full intent of staff to ensure subsidy requirements do not increase for the facility. If the night skiing operations were not economically feasible, the lights would only be used when revenue is expected to exceed expenses.

Financial Considerations

The full amount of construction costs are being provided for by the Hogadon Night Skiing Project. Any operational costs will have a privately funded backstop up to \$60K per year for three years. This amount of backstop is a worst-case scenario and staff feels it is more than adequate.

Oversight/Project Responsibility

Tim Cortez, Director of Parks and Recreation
Chris Smith, Superintendent of Hogadon Ski Area

Attachments

Resolution
Memorandum of Understanding
Comprehensive Plan for Night Skiing

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, entered into as of this 5th day of November, 2019, by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, and the Hogadon Night Skiing Project (“Donor”), 152 North Durbin Street, Suite 320, Casper, Wyoming 82601. The Zimmerman Family Foundation also executes this agreement for the purpose as stated herein.

WITNESSETH:

The City of Casper, Wyoming, is the owner of real property generally described as the Hogadon Ski Area and shall receive and become owner of any improvements made therein by the Donor.

The Donor desires to donate lighting infrastructure and any improvements to be made at Hogadon Ski Area to promote nighttime skiing activities (See Exhibit A – attached).

The City of Casper agrees to accept the donation subject to the following conditions:

Lighting shall be at least of the quality, standards, and specifications of the “Comprehensive Plan” attached as Exhibit “A” or better, in the sole discretion and judgment of the City of Casper.

Lighting shall meet all ski and lighting industry standards for safety and functionality.

Donor shall be responsible for installation of the lighting in compliance with all applicable safety and functionality standards and subject to approval of the City of Casper.

Donor shall ensure that the City of Casper is provided with a ten (10) year Manufacturer’s Warranty from Ultra-Tech Lighting Inc., the sports lighting manufacturer for the Hogadon Night Skiing Project; the Warranty shall cover any design, materials, or manufacturing defects that may occur over a ten (10) year period.

The City of Casper will maintain the lighting once installed to its satisfaction.

In the event of a revenue shortfall (costs of night skiing operations, Sixty Thousand Dollars (\$60,000) per ski year, less night skiing revenues, defined below), from the operations of Night Skiing at Hogadon Ski Basin, the Donor shall reimburse the City of Casper up to Sixty Thousand Dollars (\$60,000) per year for a period of (3) three ski seasons, beginning with the 2019-2020 Ski Season, or the 2020-2021 ski season, if weather conditions prevent the lighting from being installed during the 2019-2020 ski season.

Annual night skiing expense is based upon the hours of operations of 4pm to 8pm (4 hours), Wednesday through Saturday (4 evenings), throughout the entire Ski Season, the amount agreed upon for the night skiing expenses is Sixty Thousand Dollars (\$60,000). The cost of annual operations will include electric utility, costs to run the sports lighting and the chairlift, and costs of personnel to

operate the ski resort during the night skiing hours, including the burdened labor costs for lift attendants, operations tech(s), professional ski patrollers and lift ticket seller(s). The annual operating night skiing expenses will be offset, dollar for dollar, by the annual revenue generated by Night Skiing at Hogadon Ski Basin for each of the three (3) entire consecutive ski seasons. The gross revenue amount will include:

1. Gross dollars generated by the sales of Season Passes for Night Skiing,
2. Gross dollars generated by the sale of Lift Tickets for Night Skiing.
3. Net dollars received by the City of Casper from the food and beverage operations of Spectra Food Services and Hospitality Management during Night Skiing at Hogadon Ski Basin.
 - a. The Zimmerman Family Foundation has agreed to guaranty to pay the night skiing revenue shortfall as referred to above for each of the first three entire ski seasons when night skiing is in place. The night skiing revenue shortfall payment, if any, shall be paid within ninety (90) days after the last day of paid Hogadon skiing of each of the three (3) ski seasons.

During the installation, Donor will ensure all contractors involved in the project have automobile, builders' risk and commercial general liability insurance naming the Friends of Hogadon and the City of Casper as additional insured with at least \$250,000/\$500,000 limits. Said insurance shall remain in effect through the contractors' labor and installation periods. Workers' compensation shall also be provided by the contractor in statutory amounts prior to and at the time of the installation and acceptance of the lighting project.

Upon acceptance by the City of the lighting and its installation, the City of Casper shall release any liability claims against Donor which it has or may have for any claims of negligence of the Donor occurring at the site of the lighting installation at the Hogadon Ski Area. The City of Casper shall be deemed a third party beneficiary of the installation and construction contracts for the light project.

The City of Casper 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.

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

IN WITNESS WHEREOF, the City of Casper, Wyoming and the Hogadon Night Skiing Project have executed this Memorandum of Understanding as of the date first above written.

APPROVED AS TO FORM:

Wallne Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

HOGADON NIGHT SKIING PROJECT

[Signature]
John F. Lutz, Jr.
Hogadon Night Skiing Project

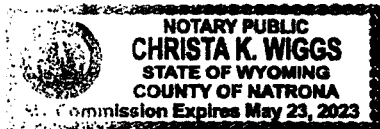
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 15th day of November, 2019, by John F. Lutz, Jr. as Board Member of Hogadon Night Skiing Project.

(seal)

[Signature]
NOTARY PUBLIC

My commission expires: 05/23/23




Zimmerman Family Foundation
By Gail Zimmerman

This instrument was acknowledged and affirmed before me by Gail Zimmerman who affirmed is authorized to act on behalf of and does represent the Zimmerman Family Foundation for its commitment referenced in this Memorandum of Understanding.

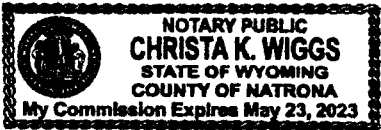
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 15th day of November, 2019, by Gail Zimmerman as President of the Zimmerman Family Foundation.

(seal)


NOTARY PUBLIC

My commission expires: 05/23/23





Hogadon Night Skiing & Snowboarding Project

COMPREHENSIVE PLAN

KELLY BOYLE
PROJECT MANAGER
AUGUST 2019

Night Skiing & Snowboarding at Hogadon Ski Basin

To provide the community of Casper, as well as the surrounding regions, with the opportunity to participate in night skiing and snowboarding throughout the week!

- Establish lighting infrastructure on two of Hogadon's main runs, 'Park Avenue' and 'Boomerang' for night skiing & snowboarding.
- Also, establish lighting infrastructure on the beginner hill, 'Bunny', as well as the chairlift and a portion of the parking lot.
- Projected to complete the project in time for the 2019-2020 ski season.

PROJECT LEADERSHIP ROLES & RESPONSIBILITIES

John F. Lutz Jr. – as Project Director, John serves as primary fund raiser and general project overseer. John will continue to help the Hogadon Night Skiing & Snowboarding Project stay on track to be funded and completed for the 2019-2020 ski season. John will continue to help oversee many aspects of the project going forward.

Kelly Boyle – Owner of City Service Electric, is the Project Manager, officially leading the implementation and installation of the Hogadon Night Skiing & Snowboarding Project. His company will be doing the entire electrical infrastructural buildout of the project, as well overseeing any other contractors involved with the project going forward. His company will fully insure their electrical for the project.



TorcSill – District Manager, Greg Roper and Business Developer, Bob McGee, will contract for the installation of 45 light pole foundations. Their process will include establishing 45 helical piling systems to be used for the foundation of each lighting pole. TorcSill will provide Professional Engineering foundational design, insure the load capacity, ensure the installation safety and as well as any damage to machinery, soil or ground conditions.



Ray Bader – Board Member of Friends of Hogadon (a non-profit 501 c 3 entity). Ray will continue to receive and deposit all contributions made on behalf of the Hogadon Night Skiing & Snowboarding Project. He will also continue to distribute funds, for the various expenses incurred by the project, as the ordering of materials and construction phases move forward.

Tim Cortez – Manager of the City of Casper Parks & Recreations Division. Tim will continue to be the person in charge of the entire project, as well as the liaison between all entities connected with the project, the City Manager and the Casper City Council.

Chris Smith – Manager of the Hogadon Ski Basin. Chris will guide and assist the construction phase of the Hogadon Night Skiing & Snowboarding Project. He will work with Kelly Boyle and TorcSill with the implementation of the lighting foundations, the electrical and the final testing of the lights.

Ultra-Tech Lighting – Sales Representative & Executive Officer, Philip Gotthelf, will be overseeing the manufacturing and delivery of the outdoor lighting. They will be responsible for providing approximately 205 magnetic induction, ‘lumentec’, 100,000 hours, ‘Snow-Bright’ lamps for the Hogadon Night Skiing & Snowboarding Project. Each lamp will have a 10-year warrantee behind it. Their product has been designed for the exact application of night skiing.

LightMart.com – Sales Representative Amy Bartz has quoted the materials needed for the project, to include the wind sustainability for the light poles to be 120 mph. They guarantee their light poles and brackets for 10 years.

Tube Pro Inc. Sales Representative, Bill Pawson, has quoted the delivery of 45 Closed Cell Foam Post Pads with Straps to pad our light poles. The Tube Pro Padding is used by the major ski resorts in the country, include Vail Resorts.



Phase I: Test Run

TorcSill has agreed to secure five helical pile systems, in various locations, across the Hogadon Ski Basin, in order to conduct a test run of the viability of their product. Their goal with the test run of five helical pile foundations, is to secure the probability of a successful outcome for the entire project. By gauging the success rate of the five preliminary foundations, we will determine how the TorcSill foundations, in various soil conditions, will perform.

- This test application is planned to be completed by the first half of August 2019.
- The five locations will be chosen by Chris Smith, from the designated locations mapped out by Kevin Schilling P.E.
- TorcSill to complete the drilling and establishing of (5) helical piles successfully.
- The City Council provides final approval for the project to move forward.

Phase II: Ordering of Materials

Phase I has been successfully completed as of 8.20.2019. The project will plan to move forward as scheduled. Phase II is now underway, to include the following:

- Order the remaining 40 helical pile systems through TorcSill, with a planned 1-2-week delivery, arriving at the end of August 2019, to be installed within the first week of September 2019.
- Order the fiberglass light poles, light fixtures & brackets, scheduled to arrive 5-7 weeks from the order date; arrive at Hogadon Ski Basin by the end of September

2019. These materials will plan to be staged at a designated area at or near Hogadon Ski Basin, determined by the City of Casper.

- Kelly Boyle of City Service Electric, the Project Manager, will order all the materials needed for the electrical buildout. Most of the materials needed are on location in Casper, WY. There may require the need to order some additional materials, which would require a 2-3-week delivery time. Kelly will also plan the machinery, equipment and personal needed for the light pole installation and electrical buildout.
- Maintain a minimum of One Foot Candle of lighting throughout the designated lighted slopes of the project.
- Tube Pro Inc. order the Protective Closed Cell Foam Post Pads with Straps (ANSI Standard), to be delivered within 4-7 weeks.
- Out-of-Bounds Barriers assist in the design of out-of-bound night skiing areas.
- Help design an emergency plan with the City of Casper and the Hogadon Ski Patrol, in the event of full loss of power to Hogadon Ski Basin while Night Skiing is in session.
- Solar lighting for added emergency safety purposes, at designated locations, per emergency requirements yet to be determined.

Phase III: Lighting Infrastructure Installation & Buildout

1. TorcSill will install the helical pile foundations, according to the Electrical Design Associates engineered drawing. Estimated completion within 7 days from their arrival.
2. The electrical buildout, to include trenching and wiring to each light pole location from power source, will be installed by City Service Electric. To begin directly after the helical piles are installed, in preparations for the arrival of the light poles, lights and the brackets.
3. The light poles, lights and brackets would arrive within 4-5 weeks after the foundations are completed.
4. City Service Electric will continue their electrical buildout once the light poles, light brackets and light fixtures arrive.
5. City Service Electric will also establish lighting in strategic locations around the three main building structures, which are: the Hogadon Lodge, the Ski Patrol Building and the CMR Building, to help light the parking lot as requested by the City of Casper. The main parking lot lighting will be completed by the City of Casper at the time of paving a portion of the Hogadon parking lot, as instructed by Tim Cortez. (Funding not included in this project).
6. Emergency Solar Lighting will be established at strategic locations along each ski run utilized for night skiing, for added safety purposes. Design to follow.

7. ANSI Standard Protective padding will be mounted and established to each light pole, in the color yellow, for the safety of Hogadon’s skiers and snowboarders.
8. Out-of-Bounds Barriers assist in the installation of out-of-bound barriers for night skiing areas.
9. Once Phase III of the project infrastructure buildout is completed, testing and inspections will follow. If weather does not permit a safe and quality buildout, there will be no liquidated damages, and the project installation will be postponed to Spring of 2020.

Project Estimated Materials & Quantities

Quantity	Materials
45	Fiberglass Poles
34	3-Arm Light Pole Brackets
11	4-Arm Light Pole Brackets
1	4-Arm Wooden Pole Bracket
19	14-Inch One Arm Wall Bracket
195	Ultra-Tech Lights
Elect. Est.	City Service Electric
45	TorcSill Helical Pile & Installation
45	Tube Pro Pole Pad

Operational Expenses

The annual operational expenses for night skiing at Hogadon Ski Basin have been determined to be \$60,000/ per season. If there should be any revenue shortfall, Gail Zimmerman and The Family Foundation will cover any deficit below \$60,000 for the first three years.

Project Conclusion

Under expected conditions, we believe that these goals and objects will be achieved, to bring night skiing and snowboarding to Hogadon Ski Basin for the 2019-2020 Ski Season! Since there are many variables that exist in a project such as this, we must meet every challenge with resolve, knowing that together we can accomplish our goals!

RESOLUTION NO.19-232

A RESOLUTION ESTABLISHING A MEMORANDUM OF UNDERSTANDING BETWEEN THE HOGADON NIGHT SKIING PROJECT AND THE CITY OF CASPER FOR HOGADON NIGHT SKIING.

WHEREAS, the City of Casper has established criteria for accepting an infrastructure gift at Hogadon Ski Area for the purposes of night skiing; and,

WHEREAS, the City of Casper desires to obtain a lighting product that is safe and meets all current applicable standards; and,

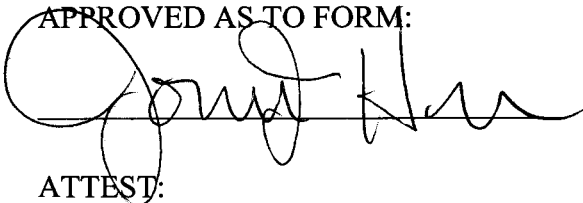
WHEREAS, the City of Casper will not incur any construction costs; and,

WHEREAS, the Hogadon Night Skiing Project, along with a generous community minded benefactor, will pay for the first Sixty Thousand Dollars (\$60,000) in operational losses for each of the first three (3) ski seasons that night skiing is offered throughout the entire ski season.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: The Mayor, on behalf of the City of Casper, will execute the Memorandum of Understanding dated October ____, 2019, which has previously been executed by the Hogadon Night Skiing Project. The Memorandum of Understanding is in place for the Night Skiing Project at Hogadon Basin Ski Area, effective November 6, 2019.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2019.

APPROVED AS TO FORM:



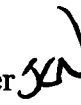

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Charles Powell
Mayor

October 21, 2019

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Pitlick, Financial Services Director 
SUBJECT: Release of Local Assessment District (LAD) Liens

Meeting Type & Date
Regular Council Meeting
November 19, 2019

Action Type
Resolution

Recommendation
That Council, by resolution, authorize the release of Local Assessment District (LAD) lien on the property(s) listed on the exhibit dated October 21, 2019.

Summary
The lien amount against the property(s) listed on the exhibit has been paid. The exhibit contains the following Instrument number(s): 695446 and 901815. In order to remove this encumbrance on the title of the real property, it is necessary that the City of Casper release this secured instrument.

Financial Considerations
No financial consideration.

Oversight/Project Responsibility
Connie Arnold, Finance Supervisor

Attachments
A prepared resolution for Council's consideration.
Exhibit – LAD Lien Release Information.
Cover letter to Natrona County for LAD Release 10/25/19

LAD LIEN RELEASE INFORMATION

DATE	LAD DISTRICT	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
10/21/2019	153	FORT CASPER ADDITION	0	188	STEINBACK, DALE	1457 FETTERMAN AVENUE	695446
10/21/2019	156	WESTWOOD #2	0	474	PAAD, PAUL	1837 LARAMIE AVENUE	901815
10/21/2019	156	WESTWOOD #2	0	503	CHAVEZ, JONATHAN E	1925 KEARNEY AVENUE	901815

EXHIBIT

LAD Lien Release Information

1 of 1

10/21/2019

October 25, 2019

Release of Lien(s)

Natrona County Clerk
200 North Center
Casper, WY 82601

Re: Instrument Number: 901815 and 695446

Enclosed is a one page document with owner(s) name and the legal description of properties for which the LAD (Local Assessment District) obligation is paid in full.

As authorized by City Council on November 19, 2019 per the attached resolution, please remove the lien from the listed properties on the Exhibit.

Signed, Sealed, and Delivered in the presence of:

ATTEST:

Fleur D. Tremel, City Clerk

Charles Powell, Mayor

State of Wyoming
County of Natrona

Subscribed and personally sworn to before me by the signatures this _____ day
of _____ My Commission Expires: _____
(Month) (Year)

Notary Public

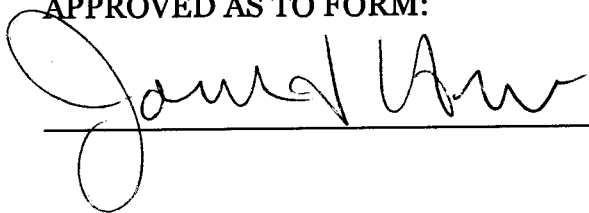
RESOLUTION NO.19-233

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

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 Lien Release for the real properties as itemized therein (attached as Exhibit), all as located in Local Assessment District 153 and 156.

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

October 22, 2019

MEMO TO: J. Carter Napier, City Manager *SN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager *DC*
SUBJECT: Authorize the Purchase of One (1) New Snow Groomer and Attachments, in the Total Amount of \$332,000.00, for Use by Hogadon Basin Ski Area in the Parks and Recreation Department.

Meeting Type & Date
Regular Council Meeting
November 19, 2019

Action type
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new snow groomer with attachments, from Peterson Equipment, Hyde Park, Utah, to be used by Hogadon Basin Ski Area of the Parks and Recreation Department, in the total amount of \$332,000.00.

Summary

On October 18, bids were publicly opened for one (1) new snow groomer and attachments. One (1) bid was received. The lone bid was submitted by Peterson Equipment of Hyde Park, Utah and met every specification in the packet. The bid amount of \$332,000 is well under the budgeted amount of \$360,000.00.

The snow groomer and its attachments will be used by Hogadon Basin Ski Area staff as the primary snow groomer for the resort. This purchase will be an addition to the fleet as there is an older snow groomer at Hogadon currently. The older groomer will act as a backup unit should there be breakdowns, maintenance needs, or warranty work done on the new unit. Having two quality snow groomers at Hogadon is a necessity as these are very highly specialized pieces of equipment that may require lengthy downtimes for service needs.

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) Piston Bully 400 With Attachments	Peterson Equipment Hyde Park, Utah	\$332,000.00	\$0	\$332,000.00

The recommended purchase for the one (1) new snow groomer and attachments from Peterson Equipment, Hyde Park, Utah complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY20 adopted budget and is funded by One Cent 15.

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

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
September 26, 2019

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, until 2:30 p.m., October 18th for the following:

One (1) New Snow Groomer and attachments. This equipment is to be used by Hogadon Basin Ski Area of the Parks & Recreation Department:

General Specifications:

It is the intent of these specifications to specify the minimum requirements for the furnishing and delivery of (1) New Snow Groomer and attachments. Unit and attachments shall be 2019 model or newer with full factory warranty. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDER'S SPECIFICATIONS</u>
ENGINE:	Engine must be equivalent to 370 gross hp diesel engine capable of 1,120 ft-lb of torque at 1500 rpm. Minimum of 6 cylinders and a displacement of 543 cu.in Minimum 69 gallon fuel tank capacity	_____ _____ _____ _____ _____
ELECTRICAL SYSTEM:	The unit shall be equipped with a low-voltage 24-volt system, one (1) 24 volt/140 A alternator, two (2) 12 volt/135 Ah batteries, and 900 A cold start rating,	_____ _____ _____ _____
SPEED:	Continuously variable with minimum of 0 mph and maximum of 14 mph. On the spot turning radius	_____ _____ _____
LIGHTING:	Front – 2 H7 front-headlights and 2	_____

H11 working headlight or equivalent. _____
Rear – 2 H11 working headlight or _____
equivalent. _____
Search Headlight – twin searchlights _____
or equivalent. _____
Additional headlight on winch boom _____

CABIN: Heated with optimized ventilation _____
system _____
ROPS Certified (15-ton roof load) _____
Adjustable Drivers Seat with non-slip _____
seat cover _____
Additional emergency seat _____
Heated front, rear, and side windows _____
(shatter proof windshield) _____
Heated rear/side mirrors _____
Cooling-water heated wipers _____
Must have sound-proofing measures _____
In the undercarriage. _____
There must be two separate heat _____
exchangers with fans to provide heat in _____
the foot area and on the side windows. _____
AM/FM Bluetooth radio _____

CONTROLS: The unit must have onboard diagnosis _____
directly from a minimum 10” _____
touchscreen. All functions shall be _____
centrally controlled with the main _____
computer allowing drivers to quickly _____
and effectively access, monitor and _____
evaluate figures on performance and _____
energy management, engine, _____
hydraulics, and the drive and tiller _____
pumps. _____
All important functions shall be _____
integrated into an ergonomically _____
designed joystick. _____
Control of left and right track shall be _____
through sticks control. This is _____
advantageous for grooming in _____
tight quarters. Fast, positive direction _____
change from forward to reverse when _____
doing dozing projects _____

ATTACHMENTS: A minimum of an All-Way-Blade _____
attachment for the front of the unit _____

allowing evenly distributed forces across the whole vehicle frame during dozing work.

A minimum of an AlpineFlexTiller for the rear of the unit. The tiller shafts shall prepare the snow and ensure the best slope quality. The finished surface shall meet the highest technical standards and provide an even corduroy finish. All setting options shall have the capability to be stored and recalled at any time using the memory function.

TRACK SYSTEM:

The tracks shall be steel with magnum sprockets in the rear and solid tires throughout the track system.

WARRANTY:

Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period. No field truck mileage, per-diem, freight, mechanic overtime to be charged while machine is under warranty. No deductibles to be charged while under warranty. The transporting of the machine to and from the vendor's shop for repairs will be free of charge. All warrantied items will be free of charge for any types of shipping.

DELIVERY:

Groomer shall be delivered with a full tank of fuel. Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions. A copy of the order confirmation to be provided upon completion of order. Original title shall be provided within 30 days of unit delivery to 1800 E. K St., Casper, WY 82601. Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

TRAINING/MANUAL Operator training will be conducted by a factory-trained representative for a minimum of (1) one day for the following:

- a. Technician training for servicing, changing and adjusting attachments, computer diagnostic training, etc...
- b. Operator training for daily operating and daily maintenance.

Must provide two (2) complete sets of PRINTED operator manuals. **NO EXCEPTIONS**

Must provide two (2) sets of service manuals and two (2) sets of parts manuals (made specifically for groomer being sold). Printed, digital, and/or web based service and parts manuals will be accepted. For web based manuals, access to the web service must be provided, at no additional cost, for a minimum of 12 users as assigned by the City of Casper. **NO EXCEPTIONS.**

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the bid, and if in the opinion of the City of Casper, the bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) SNOW GROOMER AND
ATTACHMENTS FOR HOGADON BASIN
SKI AREA OF THE
PARKS & RECREATION DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated September 26, 2019.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

I. Price bid for one (1) New Snow Groomer and attachments as specified \$ _____

II. NET COST TO CITY (Total Price) \$ _____

III. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed as per requirements of section II. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW SNOW GROOMER AND ATTACHMENTS
FOR THE PARKS DIVISION
(Approved by the City Attorney, 2014)
Dated the 26th day of September, 2019**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with

appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to

the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

October 22, 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 and Installation of Twelve (12) New Foam Filled Loader Tires, in the Total Amount of \$70,378.00, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
November 19, 2019

Action type
Minute Action

Recommendation

That Council, by minute action, authorize the purchase and installation of twelve (12) new foam filled loader tires, from Big Horn Tire Inc., Casper, WY, to be used by the Solid Waste Division of the Public Services Department, in the total amount of \$70,378.00.

Summary

On October 18, bids were publicly opened for twelve (12) new foam filled loader tires. Three (3) bids were received. The bid submitted by Big Horn Tire Inc. of Casper, WY was the only bid submitted with the appropriate bid bond and they met every specification in the packet. The bid amount of \$70,378.00 is well under the budgeted amount of \$90,000.00.

The tires are replacement tires that are used by landfill staff on three (3) separate loaders. The loaders work in very harsh environments, mostly running through and over refuse, thus needing the foam filled tires to avoid puncture holes and tears. Big Horn Tire Inc. will be installing all tires on the loaders one at a time to avoid downtimes and loss of equipment at the landfill.

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>
(12) Foam Filled Tires	Big Horn Tire Inc. Casper, WY	\$70,378.00	\$0	\$70,378.00

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(12) Foam Filled Tires	Fat Boys Tire Inc. Cheyenne, WY	\$126,141.00	\$0	\$126,141.00
(12) Foam Filled Tires	GCR Tires Inc. Casper, WY	\$118,890.00	\$0	\$118,898.00

The recommended purchase for the twelve (12) new foam filled loader tires from Big Horn Tire Inc., Casper, WY complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY20 adopted budget and is funded by Balefill Reserves.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments

Bid Specification

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
TWELVE (12) NEW LOADER TIRES
(Approved by the City Attorney, 2014)
Dated the 25th Day of September 2019**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said

specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
September 25, 2019

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 2:00 p.m., October 18th, 2019** for the following:

Twelve (12) New **Loader Tires Purchased and Installed on Three (3) Loaders**, to be used in the Landfill at the Solid Waste Facility.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and installation of Twelve (12) new Loader Tires on Three Separate Loaders, to be used in the Landfill at the Solid Waste Facility. These tires shall be new. Tires shall be installed complete and ready for service, as specified.

SPECIFICATIONS

Size

Goodyear 23.5R25 RL5K or Equivalent _____

Miscellaneous

Tire Foam Fill _____

25" ORING _____

Tire Install Labor _____

Tire Foam Fill Labor _____

Tire Disposal _____

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR PURCHASING/INSTALLING
TWELVE (12) NEW LOADER TIRES
FOR THE
LANDFILL AT THE SOLID WASTE FACILITY**

Proposal of (Name) _____
(Address) _____

to furnish and install tires as specified for the City of Casper, Wyoming, in accordance with specifications dated September 25, 2019.

BID ITEM: _____
Description: _____

- I. Price bid for Twelve (12) new Loader Tires, foam filled and installed as specified \$ _____
- II. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

October 9, 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 Six (6) New Mid-Size Police Utility Vehicles to be Used in the Casper Police Department for the Total Amount of \$237,450.00.

Meeting Type & Date

Regular Council Meeting
November 19, 2019

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of six (6) new mid-sized police utility vehicles, from Fremont Motors, Sheridan, Wyoming, to be used in the Casper Police Department for the total amount of \$237,450.00.

Summary

On May 13, bids were publicly opened for three (3) new mid-sized police utility vehicles. One (1) bid was received from Fremont Motors of Sheridan, WY. Included in the bid package was language to "piggy back" the bid for 120 days after the delivery of the final unit from the original purchase order. Equipment procurement by piggy backing a previous purchase allows the city to expedite delivery of vehicles and avoid price increases.

There are no trades for the new Police vehicles. Current Police Officers will receive the new vehicles and their older units will be kept for new hires in the Department. This will extend the life of the current vehicles, but we are confident with the maintenance program that they will continue to operate to their fullest capacity.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase for the six mid-sized utility vehicles from Fremont Motors, Sheridan, WY complies with the intent of all specifications.

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Total Amount</u>
(6) Mid-Size Utility 2020 Ford Explorer	Fremont Motors Sheridan, WY	\$39,575.00	None	\$237,450.00

Financial Considerations

This purchase was approved in the FY20 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 Taylor Gilbert, Police Fleet Coordinator in the Casper Police Department, after the vehicles are received.

Attachments

Bid Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
235-8410
April 12, 2019

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:00 p.m., May 1, 2019** for the following:

Three (3) new **Mid-Size Police Utility Vehicles**, to be used in the Casper Police Department;

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of Three (3) new **Mid-Size Police Utility Vehicles**, to be used in the Casper Police Department. These units shall be new with less than five hundred (500) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

- | | |
|---|-------|
| American Manufacturer | _____ |
| Three (3) Keys Keyed Alike 1284X | _____ |
| Mileage: 500 Miles or Less (New) | _____ |
| Four (4) Doors w/ Rear Opening hatch and gate. | _____ |
| Automatic Transmission | _____ |
| Turbocharged V6 E.F.I. Gasoline Engine (99T or Equal) | _____ |
| Four Wheel Drive or AWD | _____ |
| RF Noise Suppression Ground Straps (60R or Equal) | _____ |
| Full Size Spare Tire & Wheel | _____ |
| Skid plate protection package (76D or Equal) | _____ |
| MM Ultra Blue Clear Coat Metallic or Equal | _____ |
| Certified Police Service Package (500A or Equal) | _____ |
| Power Steering | _____ |

Tilt Steering Wheel

Power Brakes

Power Windows w/ Rear door Disable (18W or Equal)

Power Door Locks w/ Hidden Plungers in Rear,
(52H or Equal)

Side Mirrors with Drivers Convex Spot, Heated
(549 or Equal)

Cargo Dome Lamp and Courtesy Lamp
Disable. Dark car lamp. (43D or Equal)

Front Headlamp Lighting Solution
Wiring grill/lamp/siren/speakers (66A or Equal)

Rear Lamp Package Harness Kit (21P or Equal)

Tail Lamp Lighting Solution (66B or Equal)

Drivers side L.E.D. Spotlight (51R or Equal)

100 Watt Siren/Speaker installed (18X or Equal)

Back up Camera in rear view mirror (87R or Equal)

Reverse Sensing System (76R or Equal)

Heavy Duty Vinyl Flooring

Black Interior w/ Cloth Bucket Seats
and Vinyl Rear Seat. (9W or Equal)

Factory Air Conditioning

Heater/Defroster

Radio AM/FM

Hands Free or Bluetooth (53M or Equal)

5 Year 100,000 Mile Power Train Warranty
(Cost of Extended Warranty to Match)

Bid to be Valid for "Piggyback" option up to
120 Days after Delivery of the last unit from
the initial order.

Selling Dealer Must be Able to Pick Up
and Warranty Repairs within 48hrs
NO EXCEPTIONS

Fuel Tank to be full at Delivery with
Unleaded at minimum 85% Octane

Copy of Order Confirmation to be provided
upon Completion of Order
Original titles to be delivered to 1800 E. "K"
Street, Casper, WY 82601, within 30 days
of Vehicle Delivery
Title to be made out as: City of Casper,
200 N. David, Casper, WY 82601.

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
THREE (3) NEW MID-SIZE POLICE UTILITY VEHICLES,
FOR THE
CASPER POLICE DEPARTMENT**

Proposal of (Company Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated April 12, 2019

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

I. Price bid for one each (1ea.) new Mid-Size Police Utility Vehicle, as specified \$ _____
X 3
Total \$ _____

II. Trade-in allowance for Unit #101212, 2013 Ford Taurus Police Pkg \$ _____
VIN# 1FAHP2M84DG162579, 88551 Miles

Trade in allowance for unit #101219, 2013 Ford Taurus Police Pkg \$ _____
VIN# 1FAHP2M87DG162592, 73125 Miles

Trade in allowance for Unit #101230, 2013 Ford Taurus Police Pkg \$ _____
VIN# 1FAHP2M81DG162586, 73220 Miles

III. NET COST TO THE CITY:
(Total Price) \$ _____

IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.

V. Any trade-in units will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
THREE (3) NEW MID-SIZE POLICE UTILITY VEHICLE
(Approved by the City Attorney, 2014)
Dated the 12th day of April, 2019**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed, after the bid opening, with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

**STANDARD
ADVERTISEMENT FOR BIDS
FOR
Three (3) NEW MID-SIZE POLICE UTILITY VEHICLE
FOR THE
CASPER POLICE DEPARTMENT
CASPER, WYOMING
(Revised by City Attorney, 2014)**

Notice is hereby given, pursuant to Wyoming Statute Section 15-1-113, that the City of Casper, Wyoming, will receive sealed bids until **3:00 p.m. local time, May 1, 2019**, for the following:

THREE (3) NEW MID-SIZE POLICE UTILITY VEHICLE

Bids must each be in one sealed envelope with statement thereon "**BID ENCLOSED, THREE (3) NEW MID-SIZE POLICE UTILITY VEHICLES FOR THE CASPER POLICE DEPARTMENT**" and submitted to the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, at or before the above stated time. Bids will be opened publicly, read aloud, and tabulated by the City Manager, or his Designee, at the above stated time and place, unless an alternative site is designated in writing which is posted at the Fleet Office prior to the time of Bid Opening. No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof. The City of Casper, Wyoming, reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding; provided, however, that any bid received after the time specified or without accompanying Bid Guaranty, as stated below, will not be considered.

Bidding Documents, including specifications, are currently available from the Casper Service Center, 1800 East "K" Street, Casper, Wyoming. Bidders may obtain one set upon request.

A Bid Guaranty in the form of a properly executed Bid Bond payable to the City in the amount of not less than five percent (5%) of the total base bid amount must accompany each bid. (NOTE: If your bid is less than one hundred fifty thousand (\$150,000.00), you may submit a Cashier's Check for not less than five percent (5%) of the total base bid amount.) The successful Bidder will be required to execute an Agreement with the City, in the form supplied in the bidding documents, within thirty (30) days after Notice of Award is issued. The Notice of Award shall serve as notice that the Agreement is ready for execution. The Bid Guaranty shall be forfeited as liquidated damages if the Bidder fails to execute the Agreement within thirty (30) days after such Notice is issued, or fails to provide proper Bond or other form of Guaranty, as approved. The Bid Guaranty, if a Bid Bond, shall be executed by a surety or guarantee company authorized to do business in Wyoming. The Attorney-in-Fact who executes the Bond on behalf of the surety shall affix a certified and current copy of its Power of Attorney from the surety. No other type of Bid Guaranty will be accepted. The City may proceed against a Bid Guaranty unless either: a) the Agreement has been executed by Contractor and Performance, and Labor and Material Payment Bonds have been furnished, as required; or, b) the specified time has elapsed so that Bids may be withdrawn; or, c) the Bid has been rejected.

J. Carter Napier
City Manager

Publish: XXXXX

November 15, 2019

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

FROM: Tracey L. Belser, Support Services Director
Dan Coryell, Fleet Manager
Shane Chaney, Police Captain

SUBJECT: Authorize the Purchase of Two (2) 2019 Honda CRF 1000LK Africa Twin Manual Shift Motorcycles for the Total Amount of \$27,665.50 to be used in the City of Casper Police Department.

Meeting Type & Date
Regular Council Meeting
November 19, 2019

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of two (2) 2019 Honda CRF 1000LK Africa Twin Manual Shift Motorcycles from Casper Mountain Motorsports for the total amount of \$27,665.50. The motorcycles will be used in the City of Casper Police Department.

Summary
On October 2, 2019, bids were publicly opened for the purchase of two (2) Police Motorcycles. One (1) bid was received from Casper Mountain Motorsports. The bid was for two (2) 2019 Honda CRF 1000LK Manual Shift Motorcycles in the amount of \$13,832.75 each, totaling \$27,665.50.

As required by Wyoming State Statute 15-1-113(b), the State of Wyoming notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of the motorcycles through the bid process meets all of the required specifications.

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
Two (2) Motorcycles 2019 Africa Twin	Casper Mountain Motorsports	\$27,665.50	No Trade	\$27,665.50

This purchase will be an addition to the existing motorcycle fleet of two (2), currently used by the Casper Police Department. In the spring of 2011, two (2) Harley Davidson Police Motorcycles were purchased for use in the traffic division for enforcement operations. The air cooled Harley Davidson Police Motorcycles have had issues with overheating and pre-mature clutch wear while on traffic patrol. The Harley Davidson Motorcycle will be more practical for public events such as parades, community gatherings, and funeral processions.

Trade-in value of the two (2) Harley Davidsons has been estimated to be between \$8,000.00 and \$10,000.00, however after contacting an in state and an out of state dealer, the estimated auction value was expected to bring between \$3,000.00 and \$4,000.00 minus the estimated \$1,000.00 for decommissioning, i.e. removal of decals, police related electronic components, and replacing tires, as both dealers cited necessary component changes to make the Harley Davidsons “street legal”. The new liquid cooled Honda Africa Twin motorcycles are more effective for use in normal Police operations.

To align with Council goals of enhancing public safety, the Casper Police Department is slowly rebuilding its traffic division. Motorcycles have proven to be effective in public relations, solving specific problems that cannot be handled by a normal patrol vehicle, and providing additional career opportunities for patrol officers. In August 2019, three (3) officers attended Motorcycle Training Operator School and are now certified in police motorcycle safe handling practices including pursuits, regular patrol, and safety. The addition of these two (2) motorcycles will support the division’s enforcement efforts.

Financial Considerations

This purchase was approved in the FY20 adopted budget and is funded by the Optional One Cent Sales Tax Funds.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Taylor Gilbert, Police Fleet Coordinator, after the equipment is received.

Attachments

Bid Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
September 12, 2019

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 2:00 p.m., October 2nd, 2019** for the following:

Two (2) New **Police Motorcycles**, to be used in the Police Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of Two (2) new Police Motorcycles, to be used in the Police Department. These units shall be new with less than Five hundred (500) miles and be less than six months old. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

Engine

995cc minimum Four Stroke _____

SOHC; Four Valves per Cylinder _____

Mileage: 500 miles or less (New) _____

Electronic Fuel Ignition _____

Electric Starter _____

6 Speed Manual Transmission _____

5 gallon Fuel Capacity _____

Suspension

Front-45mm inverted telescopic fork; 9.1 inches of
travel or equivalent _____

Rear-Pro-link system w/single shock; 8.7 inches of
travel or equivalent _____

Brakes

Front-Two four piston calipers w/310mm

Discs, ABS. Or equivalent

Rear-Single one-piston hydraulic caliper w/256mm

Disc, ABS. Or equivalent.

Tires

Front – 90/90-21

Rear – 150/70R-18

Miscellaneous

Color – Matte Black Metallic

Police Package Addition to Motorcycles

All warranties to begin upon delivery of fully assembled Units

Bid to be valid for “Piggyback” option up to 120 Days after delivery of the last unit from the initial order.

Copy of Order Confirmation to be provided upon completion of order, full copy of specifications delivered with the completed units

City of Casper shall be granted 10 business days from delivery to inspect/verify specification compliance prior to full acceptance

2 complete sets of parts manual and operator’s manuals will be provided for each of the units and all attachments included on the units

All parts that are removed to install any aftermarket components will be given back to the Fleet Division unless compensation or prior arrangements are agreed upon for the removed parts

Vehicles shall be delivered with a full tank of fuel

Original titles to be delivered to 1800 E. "K"
Street, Casper, WY 82601, within 30 days
of Vehicle Delivery
Title to be made out as: City of Casper,
200 N. David, Casper, WY 82601

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
TWO (2) NEW POLICE MOTORCYCLES
FOR THE
POLICE DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated September 12, 2019.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for One (2) new Police Motorcycles as specified \$ _____
- II. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
TWO (2) NEW POLICE MOTORCYCLES
(Approved by the City Attorney, 2014)
Dated the 12th Day of September 2019**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said

specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

October 11, 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) 2019 Dodge Ram 3500 Pickup With Plow for the Total Amount of \$36,236.70. The Pickup will be Used in the Golf Section of the Parks and Recreation Department.

Meeting Type & Date

Regular Council Meeting
November 19, 2019

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) 2019 Dodge Ram 3500 Pickup with plow from Fremont Motors of Casper for the total amount of \$36,236.70, after trade. The pickup will be used in the golf section of the Parks and Recreation Department.

Summary

On October 2, 2019, bids were publicly opened for the purchase of one (1) new one-ton pickup truck with a plow. Two (2) bids were received, one (1) from Fremont Motors of Sheridan and one (1) from Fremont Motors of Casper. The winning bid was from Fremont Motors of Casper selling a 2019 Dodge Ram 3500 with an installed Boss snow plow from Abel Equipment in the amount of \$36,236.70 totaling \$27,665.50 after trade.

The pickup will be used by golf course staff for trailering large equipment to and from the service center for repair/maintenance, towing a one-thousand gallon water tank trailer for greens watering in the winter months, and for clearing the snow and ice from the parking lots around the 19th Hole Restaurant for banquets, celebrations, and events.

This purchase will reduce the total fleet size at the golf course by trading in Two (2) pickups (unit 81032 & unit 82201) and replacing with only one (1) new pickup. The trade in units are due for replacement by age (81032 23 yrs – 82201 19 yrs), mileage (81032 109,500 miles – 82201 95,500 miles), and maintenance costs (81032 \$34,207 lifetime costs – 82201 \$12,475 lifetime costs).

As required by Wyoming State Statute 15-1-113(b), the State of Wyoming notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The recommended purchase of the pickup and plow through the bid process meets all of the required specifications.

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) New 1 ton truck 2019 Ram 3500	Fremont Motors Casper, WY	\$40,916.70	\$4,680.00	\$36,236.70

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) New 1 ton truck 2019 Ford F350	Fremont Motors Sheridan, WY	\$41,004.70	\$4,680.00	\$36,324.70

Financial Considerations

This purchase was approved in the FY20 adopted budget and is funded by the Optional One Cent Sales Tax Funds.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Randy Norvelle, Parks Manager, after the equipment is received.

Attachments

Bid Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
September 12, 2019

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:00 p.m., October 2nd, 2019** for the following:

One (1) New **One Ton 4x4 Pickup Truck with Snow Plow and Accessories**, to be used in the Golf Course Section of the Parks and Recreation Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **One Ton 4x4 Pickup Truck with Snow Plow and Accessories**, to be used in the Golf Course Section of the Parks and Recreation Department. This unit shall be new with less than One Thousand Five hundred (1500) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

Cab and Chassis

- American Manufacturer _____
- Three sets of keys _____
- Mileage: 1500 miles or less (New) _____
- Minimum 6.0 L V8 Gasoline Engine _____
- Automatic Transmission _____
- 8' Bed _____
- Power Steering _____
- Tilt Steering Wheel _____
- Power Mirrors _____
- Power Windows _____
- Power Door Locks _____

Cab – Regular cab or equivalent	_____
Four Wheel Drive	_____
Electronic shift on the fly	_____
Single Rear Wheel	_____
Tires/wheels – Radial ply tires as required for GVWR, 5 Tires and wheels (including spare), all season, all terrain tread	_____
Spare Tire & Wheel to include Jack & Lug Wrench	_____
AM/FM Radio with Bluetooth Factory Installed	_____
Heater/Defroster	_____
Four wheel anti-lock braking system	_____
Running boards	_____
Trailer/tow package	_____
Factory Installed Trailer Brake Controller	_____
7 Wire Trailer Plug	_____
Factory Air Conditioning	_____
Intermittent Wipers	_____
Engine Block Heater	_____
Permanent anti-freeze protection to minus 30 degrees F.	_____
Factory snow plow prep package	_____
Front Suspension meeting/exceeding plow requirements	_____
Factory installed back up camera and sensors	_____
Manufacturer’s standard single color, white	_____
Upfitter Switches for Accessories	_____
Cloth seats, matching trim throughout in Standard color, Steel or equivalent Heavy Duty Vinyl Flooring throughout	_____

OEM heavy duty rubber floor mats

Safety Accessories, Including Installation

Low profile beacon light, Federal Signal part number 454201 HL – 25, mounted on cab of truck and wired to a spare upfitter switch.

Snow Plow Attachment, Including Installation

Western Wide-Out snow plow or approved equal

Retracted Width – 8’ Expanded Width – 10”

Back Drag Edge

Handheld controller W/Push Buttons

Rubber snow deflector

Shoe Kit

Installation included

Miscellaneous

5 Year 60,000 Mile Power Train Warranty

All warranties to begin upon delivery of fully assembled vehicle

Selling Dealer Must be able to pick up and warranty repairs within 48 hrs. NO EXCEPTIONS

Bid to be valid for “Piggyback” option up to 120 Days after delivery of the last unit from the initial order.

Copy of Order Confirmation to be provided upon completion of order, full copy of specifications delivered with the completed unit

City of Casper shall be granted 10 business days from delivery to inspect/verify specification compliance prior to full acceptance

2 complete sets of parts manual and operator's manuals will be provided for the unit and all attachments included on the unit

All parts that are removed to install any aftermarket components will be given back to the Fleet Division unless compensation or prior arrangements are agreed upon for the removed parts

Vehicle shall be delivered with a full tank of fuel

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW 1-TON 4x4 PICKUP TRUCK WITH SNOW PLOW AND ACCESSORIES
FOR THE
GOLF COURSE SECION OF THE PARKS AND RECREATION DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated September 12, 2019.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for One (1) new 1-ton 4x4 Pickup as specified \$ _____
- II. Price bid for Snow Plow Attachment, installed and as specified \$ _____
- III. Trade-in allowance for Unit 81032, 1996 Ford F250 2x4 Pickup w/Dump Bed Truck VIN #2FDHF25H7TCA66131, 109,500 miles \$ _____
- IV. Trade-in allowance for Unit 82201, 2000 Ford F150 2x4 Pickup Truck VIN #1FTRF17W7YKB11019, 95,500 miles \$ _____
- V. NET COST TO THE CITY (Total Price): \$ _____
- VI. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.
- VII. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW 1-TON 4x4 PICKUP TRUCK WITH
SNOW PLOW AND ACCESSORIES
(Approved by the City Attorney, 2014)
Dated the 12th Day of September 2019**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

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Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

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16-6-601. Definitions.

(a) As used in this article:

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