

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Video Conference Call
Tuesday, June 16, 2020, 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)

Please silence cell phones during the City Council meeting.

This meeting will not be open to the public, per the order issued by Governor Gordon and the Natrona County Public Health Officer.

Those wishing to make public comments may call 307-235-7568.

Meetings will be streamed live on YouTube as well as cable channel 192.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

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3. CONSIDERATION OF MINUTES OF THE JUNE 2, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 10, 2020
4. CONSIDERATION OF MINUTES OF THE JUNE 2, 2020 EXECUTIVE SESSION – PROPERTY ACQUISITION
5. CONSIDERATION OF BILLS AND CLAIMS
6. COMMUNICATIONS
 - A. From Persons Via Telephone
7. ESTABLISH DATE OF PUBLIC HEARING
 - A. Consent
 1. Establish July 7, 2020, as the Public Hearing Date for Consideration of:
 - a. **Vacation of West 8th Street**, from South David to South Center Street.
 - b. Adoption of Revisions to the Current Rate Resolution for **Residential and Commercial Solid Waste Collection, Recycling, and Disposal at the Casper Solid Waste Facility**.
8. PUBLIC HEARINGS
 - A. Resolution
 1. Adoption of the **Fiscal Year 2020 Budget Amendment No. 3**
 2. Adoption of the **Fiscal Year 2020-2021 Budget**.
9. THIRD READING ORDINANCES
 - A. Approving a Municipal Code Text Amendment to Sections 15.02.120 and 15.04.070 Regarding **Unsafe Structures and Equipment**.
 1. Communications from Persons Via Telephone
 - B. Approving a Zone Change of Lots 344 and 345, **Kenwood Addition Subdivision**, from R-2 (One Unit Residential) to C-2 (General Business).
 1. Communications from Persons Via Telephone

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9. THIRD READING ORDINANCES (continued)

C. Vacation and Replat of Lot 1, Block 1, Cemetery Addition, to Create the **Gorgan Hills Addition** Subdivision, Comprising 31.52-Acres, More or Less, Generally Located South of West 46th Street and East of Moose Street.

1. Communications from Persons Via Telephone

10. RESOLUTIONS

A. Consent

1. Authorizing a Contract with **PowerPhone Total Response Emergency Medical Dispatch**, in the Total Amount of \$71,410.
2. Accepting a Grant from the **Natrona County Joint Powers Board**, in the Amount of \$223,000, to be Used to Fund Components of the **First Street Gateway Project**.
3. Approving a Contract for Professional Services with **AECOM Technical Services, Inc.**, for the **Quality Assurance and Quality Control Services**, in an Amount not to Exceed \$15,850.
4. Authorizing Amendment #1 to the Professional Services Contract with **Civil Engineering Professionals, Inc.**, for a Time Extension of 228 Days for the City of Casper **2020 Water System Master Plan Project**.
5. Authorizing an Agreement with **71 Construction, Inc.**, in the Amount of \$3,258,607 for the **Midwest Avenue Reconstruction – Elm/Street to Walnut Street Project**.
6. Authorizing an Agreement with **Atlantic Electric, Inc.**, in the Amount of \$34,752.00 for the **Luminaire Services FY21-FY24 Project**.
7. Authorizing Amendment No. 1 to the Project Agreement with the **Wyoming Water Development Commission** for Funding of the **West Casper Zone II Water System Improvements Project**.
8. Authorizing an Agreement with **Treto Construction**, in the Amount of \$1,963,786, for the **Ridgecrest Zone 2 & 3 Waterline Replacements Project**.
9. Authorizing the Acceptance of the **Wyoming Office of Homeland Security Grant**, in the Amount of \$104,000, for the Purchase of **Equipment for Regional Response Team 2**.
10. Authorizing a Request to **Natrona County** to Continue the Collection of **8 Mills of Property Taxes** on Behalf of the City of Casper.

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10. RESOLUTIONS (continued)

A. Consent

- 11. Authorizing the Emergency Sole Source Purchase of an **Eventide Logging Records** from **Communications Technologies, Inc.**, of Casper, Wyoming, in the Amount of \$124,028, for Immediate Deployment by the Casper Public Safety Communication Center.
- 12. Authorizing a Contract between the **University of Wyoming** and the City of Casper for the Purpose of a **Joint Horticulture Service**.

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

12. ADJOURNMENT

Upcoming Council meetings

Council meetings

- 6:00 p.m. Tuesday, July 7, 2020– Location Tentative
- 6:00 p.m. Tuesday, July 21, 2020 – Location Tentative

Work sessions

- 4:30 p.m. Tuesday, June 23, 2020 – Location Tentative
- 4:30 p.m. Tuesday, July 14, 2020– Location Tentative

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 – Video Conference Call
June 2, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:13 p.m., Tuesday, June 2, 2020. Present at City Hall: Mayor Freel and Councilmembers Huber and Pacheco. Councilmembers Bates, Cathey, Hopkins, Johnson, Powell and Vice-Mayor Lutz attended via conference call.

2. MINUTES

Moved by Councilmember Pacheco, seconded by Councilmember Huber, to, by minute action, approve the minutes of the May 19, 2020, regular Council meeting, as published in the Casper-Star Tribune on May 28, 2020. Motion passed.

3. BILLS & CLAIMS

Moved by Councilmember Huber, seconded by Councilmember Pacheco, to, by minute action, approve payment of the June 2, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 06/02/20

33MileRd	Services	222.00
477KM	Services	318.00
AMBI	Services	869.99
AbrasiveMgmt	Services	6,000.00
Adecco	Services	1,164.00
Ahern	Services	2,633.59
AHiatt	Reimb	930.82
AHusted	Reimb	130.20
AirInnov	Services	1,921.00
Airgas	Goods	795.35
AlSCO	Services	15.00
AMSignal	Goods	6,280.74
Amerigas	Goods	116.56
ARCOFNC	Services	2,967.69
AtlanticElect	Services	13,141.55
AtlasOffice	Goods	1,243.18
BadgerMeter	Goods	126.38
BCoyle	Reimb	364.50
BnkofAmerica	Goods	98,465.10
BlckHllsEnrgy	Utilities	1,611.02
BloedornLmbr	Goods	536.67
BreitRoofing	Services	30,000.00
Brenntag	Goods	9,868.10
Caselle	Services	75.00
CsprStarTrib	Ads	5,420.74

CsprTin	Goods	285.00
CsprTire	Goods	15.00
CsprWinnlson	Goods	539.38
CtrlWySrSves	Funding	110,026.10
CenturyLink	Services	931.36
CH2MHill	Services	3,169.79
CtyofCspr	Services	166,217.72
CivilEng	Services	17,667.55
CMITeco	Goods	11,180.55
ClletnCtr	Services	862.73
CLynch	Reimb	913.91
CommTech	Goods	103.00
CmprsnLsng	Services	4,391.86
CndrdncHlth	Goods	5,762.82
Convrgeone	Goods	920.65
CrimeScn	Services	109.87
CrosleyClng	Services	125.00
CrumElect	Services	65.07
Decker	Services	306.11
DennisSply	Goods	9.41
EastonSls	Goods	730.28
FergusonEnt	Goods	503.65
FirstData	Goods	19.95
FIB	Services	1,548.68
FloydsTrck	Goods	310.28
ForterraPipe	Goods	767.46
Galls	Services	1,362.85
Geosyntec	Services	3,258.32
GblEquip	Goods	364.71
GolderAssoc	Services	7,636.25
Grainger	Goods	36.94
GreensSwr	Services	113.00
HaassConst	Services	114,142.05
Hwrdspply	Goods	907.16
HP	Goods	40,142.08
InbergMiller	Services	607.50
JSpeiser	Reimb	965.31
KiwanisClb	Dues	96.00
KnifeRiver	Goods	10,973.38
Kubwater	Goods	5,618.85
Lamar	Services	1,300.00
LwOffcHYoung	Services	2,700.00
LetzsAplnc	Goods	242.20
LisasSpnSpn	Services	1,285.00
McMurry	Goods	195.63

MBkerIntl	Goods	5,500.00
MichaelsFence	Goods	5.68
Motorola	Goods	54,767.33
MtnStatesLitho	Services	258.05
MtnWestTele	Utilities	1,000.00
NCHlthDpt	Funding	45,000.00
NCSheriff	Services	127,828.20
Norco	Services	615.42
NrthrnLghts	Goods	15,775.00
NWCntrcts	Goods	186.12
OlsonAuto	Services	1,291.25
OneCall	Services	846.75
OverheadDr	Services	486.76
Paciolan	Services	7,668.00
PltteRvrCrss	Funding	10,650.50
PstlPros	Services	6,621.33
PZowada	Reimb	393.60
RecycledMtrls	Goods	5,745.66
RlrdMgmt	Services	1,514.07
RMarshall	Reimb	114.32
RckyMtnPwr	Utilities	67,920.02
RdlphBrths	Goods	694.50
RogueMchncl	Goods	425.00
RouterSwr	Services	438.24
ShrwnWlms	Goods	347.52
SoftDr	Goods	36.25
StofWY-DeptofAg	Permits	550.00
Stateline7	Services	10,500.00
StellarPrg	Services	1,923.75
StotzEquip	Services	3,850.00
SwansonConst	Services	500.00
SWiLLC	Services	27,583.00
TGaines	Reimb	150.00
TGilbert	Reimb	768.30
Therxprssns	Services	200.00
TopOffice	Goods	44.97
Trihydro	Services	5,121.25
TylerTech	Goods	15,804.00
Uniforms2Gear	Goods	826.44
Verizon	Services	326.98
VermeerSl	Goods	285.19
VolanceLng	Services	203.92
VCRCo	Goods	83.60
WColemanConst	Services	14,176.00
WGonzales	Reimb	150.00

WsrtnCoop	Goods	1,797.50
WWCEng	Services	24,119.80
WLCEng	Services	48,656.74
WSKF	Services	3,506.25
Wydot	Services	263.78
WySteel	Goods	6,363.40
XeroxCorp	Services	35.42
Total		1,228,567.45

4. BRIGHT SPOT

Mayor Freel welcomed Steve Mogan, of 307 First. He read a proclamation designating June as “307 First” month and explained that this non-profit focuses on supporting Wyoming owned businesses.

5. COMMUNICATIONS FROM PERSONS VIA TELEPHONE

Stacy Fagerstone, 6654 Westland, requested that outdoor pools be open this summer. Council discussed the current state level limitations in place for pools and the potential of these requirements being lifted in time for the summer season. Other individuals addressing the Council were: Connie Rogers, 4511 Moose, requesting the use of optional one cent funds for curbside recycling in Casper; and Keith Rolland, 542 S. Durbin, sharing concerns about the consent agenda process and three items on the consent agenda.

6. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Hopkins, seconded by Councilmember Cathey, to, by minute action: establish June 16, 2020, as the public hearing date for the consideration of the adoption of the fiscal year 2020 budget amendment no. 3; and the adoption of the fiscal year 2020-2021 budget. Motion passed.

7.A ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 11-20 AMENDED
AN ORDINANCE AMENDING CHAPTER 8.40 OF THE CASPER
MUNICIPAL CODE, PERTAINING TO LITTER CONTROL.

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

Individuals addressing the Council were: Joe Toups, Centennial Hills Home Owners Association; Leroy Erickson, Waste Connections; and Eric Grinstead, Insight Builders. Speakers shared concerns with the ordinance and offered suggestions for the handling of litter control.

Moved by Councilman Huber, to amend the ordinance to insert in paragraph B “If there is a potential for windblown debris and litter, than the owner, agent or contractor shall have and maintain upon the site at least one container with covers”. Seconded by Councilmember Pacheco. Councilmember Powell suggested adding “and place all windblown materials in that container”. Councilmembers Huber and Pacheco agreed to the addition. Councilmember Cathey voted nay, motion to amend passed.

Councilmember Huber clarified that the amendment, as passed inserts into paragraph B the following “If there is a potential for windblown debris and litter, than the owner, agent or contractor shall have and maintain on the site at least one container with covers and shall place all potential windblown debris and litter into said covered container”. The inserted material is then followed by the rest of the already existing language starting with “and shall make appropriate arrangements”.

City Manager Napier asked if Council would entertain feedback on the ordinance from an enforcement standpoint. Police Chief McPheeters requested that Council consider language that would address litter that had already blown off the site, and cited the recommended language.

Moved by Councilmember Huber to amend paragraph A by inserting “at, or originating from” after “of any litter on,”. Seconded by Vice-Mayor Lutz. Motion to amend passed.

Moved by Councilmember Pacheco to accept two (2) additional images of acceptable covers, which would then total eight (8) images. Seconded by Councilmember Bates. Councilmember Huber asked if the images of acceptable cover types were examples not limitations. City Attorney Henley stated that the images are examples, not the exclusive acceptable covers. Councilmember Cathey voted nay. Motion to amend passed.

Council voted on the ordinance, on third reading, as amended. Mayor Freel and Councilmembers Bates and Cathey voted nay. Motion passed. Ordinance, as amended follows.

ORDINANCE NO. 11-20 AMENDED
AN ORDINANCE AMENDING CHAPTER 8.40 OF THE CASPER
MUNICIPAL CODE, PERTAINING TO LITTER CONTROL.

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

SECTION 1:

That Section 8.40.050 of the Casper Municipal Code is hereby amended to add the language identified in bold/capital letters, to read as follows:

8.40.050 Construction and Demolition Projects

- A. It is unlawful for the owner, agent or contractor in charge of any construction or demolition site to cause, maintain, permit or allow to be caused, maintained or permitted the accumulation, other than as restricted by subsection (B) of this section, of any litter on, at, or originating from, the site within thirty days prior to the commencement of construction or demolition, or during or within thirty days after completion of the construction or demolition.
- B. If there is a potential for windblown debris and litter, then the owner, agent, or contractor shall have and maintain on the site, at least one container, with cover, and shall make appropriate arrangements for the collection thereof or shall transport the same by himself or his agent or employee to an authorized facility for final disposition. Any potential windblown materials must be placed within said covered containers. Acceptable, but not exclusive, examples of covers are illustrated here:





SECTION 2:

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

PASSED on 1st reading the 5th day of May, 2020.

PASSED on 2nd reading the 19th day of May, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 2nd day of June, 2020.

7.B ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 9-20

AN ORDINANCE UPDATING AND AMENDING SECTIONS
5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140,
5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530, AND 5.08.535 OF
THE CASPER MUNICIPAL CODE.

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

Amber Polluck, Backwards Distilling, addressed Council to request the allowance of liquor delivery services in Casper. Councilmembers Bates and Powell spoke regarding the current restrictions in place on liquor delivery. City Attorney Henley further elaborated on the matter and on how other Wyoming communities were handling delivery of alcohol. He also suggested that he could approach the Wyoming Attorney General for guidance. Council also discussed having the Wyoming Association of Municipalities address the issue during a legislative session. Ms. Polluck thanked Council for their consideration and requested that the Attorney General be consulted. Mayor Freel requested that staff contact the Attorney General.

Councilmember Bates asked about overtime costs associated with large open container events. City Manager Napier indicated that overtime would be necessary. Councilmember Cathey expressed concerns about the timing of beginning these open container events.

Moved by Councilmember Cathey to amend the ordinance to remove the open container area, and allowing open containers by permit only. Seconded by Councilmember Hopkins. Councilmembers Bates, Cathey, and Hopkins voted aye. Motion to amend failed.

Moved by Councilmember Bates, to put in place the expanded open container area in 2021. Motion died for a lack of a second.

Vice-Mayor Lutz asked if open container events could be paired down or limited such as one day per week. City Attorney Henley Council indicated Council has many options in controlling open containers (hours/locations/frequency).

City Attorney Henley requested that Council consider setting the fee for manufacturer's off-premises permits, and that \$25 had been recommended. Moved by Councilmember Pacheco to amend the ordinance to set the fee at \$0. Seconded by Vice-Mayor Lutz. Motion to amend passed.

Councilmember Pacheco asked for clarification on the permit fee for special malt beverages. City Attorney Henley stated that Council would need to set a dollar amount for that fee, and that \$1000 had been recommended. He also clarified that the last amendment only set the fee for off-premises permits and a separate amendment would be needed for special malt beverages.

Moved by Councilmember Bates to set the permit fee for special malt beverages at \$500. Seconded by Councilmember Powell. Councilmembers Bates and Powell voted aye. Motion to amend failed.

Moved by Councilmember Pacheco to set the permit fee for special malt beverages at \$1000. Seconded by Vice-Mayor Lutz. Motion to amend passed.

Council then voted on the ordinance, on third reading as amended. Motion passed. Ordinance as amended follows.

ORDINANCE NO. 9-20
AN ORDINANCE UPDATING AND AMENDING SECTIONS
5.08.010, 5.08.050, 5.08.080, 5.08.100, 5.08.105, 5.08.130, 5.08.140,
5.08.150, 5.08.280, 5.08.340, 5.08.480, 5.08.530, AND 5.08.535 OF
THE CASPER MUNICIPAL CODE.

WHEREAS, the current Casper Municipal Code regarding alcohol beverages requires updating from time to time; 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; and,

WHEREAS, the governing bodies of cities and towns may perform all acts in relation to the property and concerns of the city or town necessary to the exercise of its corporate powers; and,

WHEREAS, the City Council of Casper, has recently authorized the renewal of numerous liquor licenses, notwithstanding that some of the licenses are in essence parked or not being used as intended; and,

WHEREAS, incorporated cities, towns and counties within Wyoming are the entities which are charged with licensing, regulating and prohibiting the retail sale of alcoholic and malt beverages within their jurisdictions (Wyo. Stat. §12-4-101(a)); and,

WHEREAS, pursuant to state law, liquor licenses are to be operational within one (1) year after license issuance or transfer and remain operational thereafter (Wyo. Stat. §12-4-103 (a)(iv)); and,

WHEREAS, “remains operational” means operational consecutively, in any license term year, for twelve (12) months unless the license was issued for a seasonal operation (Wyo. Stat. §12-4-103(a)(iv); and,

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

5.08.010 - Definitions.

As used in this chapter:

1. “Alcoholic liquor” means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes, which contains at least one-half of one percent of alcohol by volume. As used in this paragraph, “beverage” does not include liquid filled candies containing less than six and one quarter percent of alcohol by volume.
2. “Bar and grill liquor license” means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
3. “Barrel” is a unit of liquid measure equal to thirty-one U.S. gallons.
4. “Brewery” means a commercial enterprise at a single location producing more than fifty thousand barrels per year of malt beverage.
5. “Building” means a roofed and walled structure built or set in place for permanent use.
6. “Club” means any of the following organizations:
 - a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
 - b. A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American fraternal organization means an organization actively operating in not less than thirty-six states or having been in active continuous existence for not less than twenty years, but does not mean a college fraternity;
 - c. A hall or building association of a local unit specified in subdivisions a and b of this subsection, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;
 - d. A golf club having more than fifty bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
 - e. A social club with more than one hundred bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one year. The club shall have had during this one-year period a bona fide membership paying dues of at least twenty-five dollars per year as recorded by the secretary of the club, quarterly meetings, and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the division a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the division a

- detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to this chapter, shall be in good standing by having paid at least one full year in dues;
- f. Club does not mean college fraternities or labor unions.
 7. “Conviction” shall mean a finding of guilty, the entry of a guilty or no contest plea, or the entry of a guilty or no contest plea as part of a deferred sentence in any court.
 8. “Division” means the Wyoming Liquor Division.
 9. “Industry representative” means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.
 10. “Intoxicating liquor,” “alcoholic liquor,” “alcoholic beverage” and “spirituous liquor” are construed as synonymous in meaning and definition.
 11. “Licensee” means a person holding a:
 - a. Retail liquor license;
 - b. Limited retail liquor license;
 - c. Resort liquor license;
 - d. Malt beverage permit;
 - e. Restaurant liquor license;
 - f. Catering permit;
 - g. Special malt beverage permit; or
 - h. Bar and grill liquor license;
 - i. Manufacturer’s license-granted by the Wyoming Liquor Division and a City issued satellite manufacturer’s permit.
 - j. Microbrewery and/or winery permits.
 12. “Limited retail liquor license” means a license issued as hereinafter provided to a bona fide fraternal club.
 13. “Malt beverage” means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.
 14. “Malt beverage permit” means the authorization under which the licensee is permitted to sell malt beverages only.
 15. “Manufacture” or “manufactures” means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent alcohol by volume;
 16. “Microbrewery” is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(xix).
 17. “Operational”, for nongovernmental owned properties, means offering for sale on an ongoing weekly basis for twelve (12) months per year during the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee’s business operations.
 18. “Original package” means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.

19. "Person" includes an individual person, partnership, corporation, limited liability company or association.
 20. "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.
 21. "Restaurant" means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.
 22. "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
 23. "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.
 24. "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.
 25. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging goods, services or patronage, or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.
 26. "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.
 27. "Weekly basis" means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the State of Wyoming, Natrona County or the City of Casper, and at least five hours per day five days per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued public health orders restrict community wide business operations.
 28. "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.
 29. "Winery" means a commercial enterprise manufacturing wine at a single location in Wyoming in quantities not to exceed ten thousand gallons per year.
- (Ord. 33-06 §§ 1, 2, 2006; Ord. 24-96 § 1, 1996; Ord. 22-93 § 1, 1993; Ord. 8-88 § 1, 1988; Ord. 25-86 (part), 1986; prior code § 3-1) (Ord. No. 34-15, § 1, 12-15-2015; Ord. No. 2-19, 3-5-2019)

5.08.050 – License application – Contents and fees.

Any person desiring a license or permit, including a satellite manufacturer's permit, under the provisions of this chapter, if alcoholic beverage sales thereunder are to take place within the city, shall apply to the city council for the same upon a form of application prepared by the attorney

general of the state and furnished to the city. It shall be sworn to by the applicant, filed timely in the office of the city clerk and be accompanied by the sum of fifteen dollars in the event that it is submitted as an application for annual renewal to become effective on the annual renewal date of April 1st, and in the sum of eighty dollars for an application submitted at any other time or for any other purpose. The set amount is intended to defray the expense including publishing notice of such application as required by law. Such application shall contain the following the information:

A. The location and description of the licensed building in which the applicant will sell under the license, if the building is in existence at the time of application. If the building is not in existence, the location and an architect's drawing or suitable plan of the licensed building and premises to be licensed;

B. The age and residence of the applicant, and of each applicant or partner if the application is made by more than one individual or by a partnership;

C. A disclosure of any criminal record of the applicant or any partner equal to a felony conviction under Wyoming law and any conviction for a violation of Wyoming law relating to the sale or manufacture of alcoholic or malt beverages within ten years prior to the filing of the application;

D. If the applicant is a corporation:

1. The name, age and residence of each officer, director and stockholder holding, either jointly or severally, ten percent or more of the outstanding and issued capital stock of the corporation, and

2. Whether any officer, director or stockholder with ten percent or more ownership has been convicted of a violation of law as provided in subsection C of this section;

E. A statement indicating the financial condition and financial stability of a new applicant;

F. The site and the zoning of the site where the applicant will sell under the license;

G. If the applicant is a limited liability company:

1. The name, age and residence of each officer, manager and member holding, either jointly or severally, ten percent or more of the outstanding ownership of the limited liability company, and

2. If any officer, manager or member with ten percent or more ownership has been convicted of a violation of law as provided under subsection C of this section;

H. No person or partner shall have any interest, directly or indirectly, in a license or permit unless he signs and verifies the application for the license or permit. No corporation shall be granted a license or permit unless two or more of the officers or directors sign and verify the application on behalf of the corporation and also verify upon their oath as individuals that the statements and provisions contained therein are true, except that if all the stock of the corporation is owned by one individual then that individual may sign and verify the application and verify upon his oath that the statements and provisions contained therein are true. No limited liability company shall be granted a license or permit unless at least one of the officers, managers, or if there are no officers or managers, at least one of the members who is duly authorized to act on behalf of the limited liability company signs and verifies the application on behalf of the company and also verifies upon his oath that the statements and provisions contained therein are true.

(Ord. No. 9-17, § 2, 6-20-2017; Ord. 40-07 § 1, 2007; Ord. 24-96 § 4, 1996; Ord. 26-89, 1989; Ord. 2-87 § 1, 1987; Ord. 25-86 (part), 1986: prior code § 3-10) (Ord. No. 2-19, 3-5-2019)

5.08.080 - License application—Notice, hearing and appeals procedure.

A. When an application for a license, special malt beverage permit, satellite manufacturer's permit, or renewal, or a transfer of location or ownership thereof has been filed with the city clerk, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale, and publish the notice in a newspaper of local circulation once a week for two consecutive weeks. The notice shall state that a named applicant has applied for a license, special malt beverage permit, renewal, expansion or transfer thereof, and that protests against the issuance, renewal, expansion or transfer of the license or special malt beverage permit will be heard at a designated meeting of the city council. Each applicant shall, at the time of filing his application, pay the clerk an amount sufficient to cover the costs of publishing notice. Notices may be substantially in the following form:

NOTICE OF APPLICATION FOR A _____
Notice is hereby given that on the _____ day of _____, 20_____,
(name of applicant) filed an application for a _____ license (permit), in the office of the
Clerk of the City of Casper for the following building (insert address) and protests, if any there be,
against the issuance (transfer or renewal) of the license (permit) will be heard at the hour of
_____ .m. on the _____ day of _____, 20_____,
in the (meeting place of the governing body).

Dated _____
Signed _____
City Clerk

B. Any license or other permit authorized under this chapter shall not be issued, renewed, expanded or transferred until on or after the date set in the notice for hearing protests. If a renewal or transfer hearing, the hearing shall be held no later than thirty days preceding the expiration date of the license or special malt beverage permit. A license or special malt beverage permit shall not be issued, renewed, expanded or transferred if the city council finds from evidence presented at the hearing:

1. The welfare of the people residing in the vicinity of the proposed license or permit premises is adversely and seriously affected;
2. The purpose of this chapter shall not be carried out by the issuance, renewal, expansion or transfer of the license or permit;
3. The number, type and location of existing licenses or special malt beverage permits meet the needs of the vicinity under consideration;
4. The desires of the residents of the city will not be met or satisfied by the issuance, renewal or transfer of the license or special malt beverage permit; or
5. Any other reasonable restrictions or standards which may be imposed by the city council shall not be carried out by the issuance, renewal, expansion or transfer of the license or permit.

C. When any application is filed with the city council, the city clerk shall immediately forward a copy of the application to the division. The city council shall not approve or deny an application until the division has certified the application is complete pursuant to this subsection. All applications shall be deemed to be certified unless objection is made by the division within ten working days after receipt of the application. Upon approval or denial of an application, the city council shall promptly notify the division.

D. An applicant for a renewal license or special malt beverage permit may appeal to the district court from an adverse decision by the city council. No applicant for a new license or permit shall have a right of appeal from the decision of the city council denying an application.

E. Upon an appeal, the person applying for a license and claiming renewal preference shall be named as plaintiff, with the city council named as defendant. During the pendency of an appeal, a renewal license denied by the city council shall not be granted to any other applicant. Upon notice of appeal the city clerk shall transmit to the clerk of the district court a certified copy of the application, of each protest, if any, and of the minutes recording the decision appealed from. The appeal shall be heard as a trial de novo with evidence taken and other proceedings had as in the trial of civil actions. The court may accept and consider as part of the record certified documents forwarded to the court by the city clerk. The case shall be heard promptly and the procedure shall conform to the Wyoming Rules of Civil Procedure unless other procedures are provided for or required.

F. The date the renewal application is due to the city clerk's office for renewal is the second Monday in December of each calendar year. Renewal applications received after this date will be assessed a late fee or the license will be deemed as abandoned: a late fee of two hundred and fifty dollars shall be assessed for applications received one to five days late; a late fee of five hundred dollars shall be assessed for applications received six to ten days late; greater than ten days the license shall be deemed as abandoned and the clerk shall not accept a renewal application eleven (11) days after the renewal application. Late fees must be paid before the city clerk will accept a renewal application.

(Ord. No. 9-17, § 3, 6-20-2017; Ord. 24-96 §§ 6, 1996; Ord. 25-86 (part), 1986: prior code § 3-15) (Ord. No. 2-19, 3-5-2019)

5.08.100 Microbrewery and winery permits; authorized; conditions; dual permits and licenses; satellite winery permits; direct shipment of wine; fees.

A. Subject to restrictions imposed under Casper City Code Section 5.08.150 excluding Section 5.08.150(A)(4), the City may issue:

1. A microbrewery permit authorizing a permit holder to brew a malt beverage and dispense the brewed malt beverage for on-premises and limited off-premises personal consumption;
2. A winery permit authorizing a permit holder to manufacture wine and dispense the manufactured wine for on-premises and limited off-premises personal consumption.

B. A Casper microbrewery permit or a winery permit:

1. Allows the sale of other malt beverages under a microbrewery permit for on-premises consumption when obtained through licensed wholesale malt beverage distributors;
2. May allow the sale of other wines under a winery permit for on-premises consumption when obtained from the division;
3. Is approved for the dual holding of a microbrewery permit or winery permit and one (1) of the following:
 - a. A retail liquor license as provided in W.S. 12-4-101 through 12-4-201;
 - b. Subject to subsection C of this section, a restaurant license as authorized in this chapter.
 - c. A resort license as provided in this chapter;

- d. A microbrewery permit as provided under paragraph (A)(1) of this section;
- e. A winery permit as provided under paragraph (A)(2) of this section; or
- f. Subject to subsection E of this section, a bar and grill liquor license as provided in this chapter.

4. Allows the microbrewery to sell on site its brewed product for off-premises personal consumption, not for retail sale, in packaging of bottles, cans or packs of an aggregate volume not to exceed two thousand ounces per sale;

5. Allows the winery to sell its manufactured wine on site for off-premises personal consumption, not for retail sale, in packaging of bottles of an aggregate volume not to exceed two thousand twenty-eight ounces per sale;

6. The number of microbreweries or the number of wineries are limited to no more than those allowed in W.S. 12-4-201(d) for each permit;

7. May allow the transfer of a microbrewery or winery permit to another location and ownership of the microbrewery or winery may be transferred upon approval by the local licensing authority; and

8. Shall be assessed a fee of subject to the renewal each year payable annually in advance for each microbrewery or winery permit. When dual ownership of a microbrewery or winery permit and a liquor license exists no additional fee shall be assessed other than the retail, restaurant or resort license fee.

C. W.S. 12-4-410 shall apply to any person holding a microbrewery or winery permit and a restaurant liquor license pursuant to subparagraph (B)(3)(b) of this section, except the dual holder:

1. Reserved

2. May sell the brewed malt beverage or manufactured wine for limited off-premises personal consumption pursuant to paragraphs (B)(4) and (5) of this section;

3. May upon cessation of full service restaurant operations, serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and

4. Shall not include sales of malt beverages or wines authorized under the microbrewery or winery permit, or sales other than food service and alcoholic beverages in the annual gross sales report required under W.S. 12-4-408(c).

D. In addition to subsection B of this section, a winery permit under this section will include the availability to apply for an issued satellite winery permit which may allow the permittee to sell wine manufactured at the site identified on the manufacturer's license at up to three satellite locations within Wyoming separate from its licensed manufacturing site under the original permit fee. The satellite winery permit may be issued on application to the appropriate licensing authority. The application will require a public hearing and the payment of an additional permit fee of one hundred dollars (\$100.00) regardless of the number of satellite locations. The satellite winery permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours established by this chapter and the licensed building provisions of W.S. 12-5-201.

E. The provisions of W.S. 12-4-413 shall apply to any person holding a microbrewery or winery permit and a bar and grill liquor license pursuant to subparagraph (B)(3)(f) of this section, except the dual holder:

1. May sell the brewed malt beverage or manufactured wine for limited off-premise personal consumption pursuant to paragraphs (B)(4) and (5) of this section;

2. May upon cessation of full service restaurant operations serve a limited menu and continue to serve malt beverages authorized under the microbrewery permit or wines authorized under the winery permit; and

3. Shall not include sales of malt beverages or wines authorized under the malt beverage or winery permit, or sales other than food service and alcoholic beverages, in the annual gross sales report required under W.S. 12-4-408(c).

F. Notwithstanding paragraph (B)(5) of this section and W.S. 12-5-201, any person holding a winery permit as provided by this section, may sell and ship no more than a total of eighteen (18) liters of its manufactured wine directly to any one household in this state in any twelve (12) month period.

G. Notwithstanding paragraph (B)(5) of this section and W.S. 12-5-201, any person holding a winery permit as provided by this section, may sell and ship its manufactured wine which is not listed with the liquor division as part of its inventory and distribution operation to any Wyoming retail establishment which holds a liquor license in this state.

H. Any winery permit holder pursuant to this section shall:

1. Reserved.

2. Reserved.

3. Ship its manufactured wine only to individuals who are at least twenty-one (21) years of age for such individual's personal use and not for resale;

4. Ensure that all shipping containers of manufactured wine shipped pursuant to this section are conspicuously labeled with the words: "CONTAINS ALCOHOLIC BEVERAGES. ADULTS (OVER 21) SIGNATURE REQUIRED FOR DELIVERY";

5. Ensure that all of its shipments within this state are made by a duly licensed carrier and further ensure that such carriers comply with the requirement to obtain an adult signature;

6. Reserved.

7. Maintain records for at least three years that will permit the liquor division to ascertain the truthfulness of the information filed and permit the division to perform an audit of the licensee's records upon reasonable request.

I. In addition to the one additional license or permit authorized under paragraph (B)(3) of this section, the holder of a microbrewery or winery permit under this section may also hold a malt beverage permit under Casper City Code Section 5.08.140(C).

(Ord. No. 9-17, § 1, 6-20-2017; Ord. No. 11-14, § 1, 6-3-2014; Ord. 33-06 § 3, 2006; Ord. 24-96 § 2, 1996; Ord. 22-93 § 3, 1993)

(Ord. No. 2-19, 3-5-2019)

5.08.105 – Manufacturing and rectifying.

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

B.

1. The local licensing authority may issue to the holder of a manufacturer's license granted under subsection A of this section who is a federally licensed distiller or rectifier, a satellite manufacturer's permit which allows

the permittee to sell product manufactured at the site identified on the manufacturer's license at not more than one satellite location within Wyoming separate from its manufacturing site under the original permit. All products sold at a manufacturer's satellite location shall be obtained through the division. The satellite manufacturer's permit may be issued on application to the appropriate licensing authority. The local licensing authority shall require a public hearing and the payment of an additional permit fee of one hundred dollars. The satellite manufacturer's permit shall be subject to the terms and conditions of W.S. 12-4-106, the schedule of operating hours established in this chapter and the licensed building provisions pursuant to W.S. 12-5-201.

2. A manufacturer's off-premises permit authorizes the permittee to sell product manufactured at the site identified on the manufacturer's license only for sales at meetings, conventions, private parties, dinners and other similar gatherings to promote their product. No permittee holding a manufacturer's off-premises permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit. An off-premises permit shall be issued for one twenty-four hour period, subject to the schedule of operating hours set in this chapter. No holder of a manufacturer's license shall receive more than twelve off-premises permits in any one calendar year. An off-premises permit may be issued on application to the appropriate licensing authority. The local licensing authority may require payment of zero dollars per twenty-four hour period.

C. For purposes of this section:

1. "Distiller" includes any person who:

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

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

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

4. "Rectifier" includes any person who colors, flavors or otherwise processes distilled spirits by distillation, blending, percolating or other processes. (Ord. No. 2-19, 3-5-2019)

5.08.130 - Special malt beverage permit.

A. Public auditoriums, civic centers and events centers meeting the qualifications of subsection B of this section may be licensed by the city council under a special malt beverage permit.

B. To qualify for a special malt beverage permit an applicant must meet the following requirements:

1. The applicant must be a responsible person or organization;

2. The public auditorium, civic center or events center shall be owned by the city, county, the state, or the DDA which has an attendance capacity for no less than four hundred persons and is used for public gatherings;
 3. The person or organization applying for the permit, if not the owner of the public auditorium, civic center, or events center, must hold a written agreement with the owner of the public auditorium, civic center or events center, giving said applicant the right to sell concessions within the building or location for a period of no less than the license year (April 1st to March 31st for which the application is made.)
- C. No person or organization holding a special malt beverage permit shall sell any alcoholic liquor other than malt beverages on the premises or location described on the permit, nor shall any malt beverage be sold for consumption off the premises or outside the location authorized by the permit. It shall be an obligation and a responsibility of the holder of the permit to see that no sales are made to any person under the age of twenty-one years and there be no violations of this chapter.
- D. The permits authorized by this section shall be issued after a hearing on the application, and the license fee of one thousand dollars shall be payable annually in advance.
- E. The permit shall be subject to such rules and regulations as may be established by the city council.

(Ord. No. 9-17, § 4, 6-20-2017; Ord. 8-88 § 3, 1988; Ord. 25-86 (part), 1986: prior code § 3-22) (Ord. No. 2-19, 3-5-2019)

5.08.140 - Malt beverage and catering permits for public events.

- A.1. A malt beverage permit, authorizing the sale of malt beverages only, may be issued by the city manager or his or her designee to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering. No person or organization holding the special permit shall sell any alcoholic liquor other than malt beverages at the location described on the permit, nor shall any malt beverage be sold or consumed outside the location authorized by the permit. Privately owned or leased locations shall be subject to the restrictions set forth in subsections G and H.
2. Any person selling or dispensing a malt beverage pursuant to this subsection shall have completed successfully an alcohol server training program as approved by W.S. Section 12-2-402.
- The person and the organization which requested and were issued the malt beverage permit are jointly and severally liable for any fine imposed by the court for a violation of Chapter 5.08 of the Casper Municipal Code.
- B. A catering permit authorizing the sale of alcoholic liquor and malt beverages may be issued by the city manager or his or her designee to any person holding a retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties and dinners, or at other similar gatherings not held within the licensee's licensed premises. No licensee holding a catering permit shall sell or permit consumption of any alcoholic liquor or malt beverage outside the location described in the permit, except as to a special area or district as authorized by resolution adopted by the City Council pursuant to Casper Code Section 5.08.480 4.
- C. The permits authorized by this section shall be issued for one twenty-four-hour period, subject to the schedule of operating hours provided by this chapter. No person or organization shall receive more than a total of twelve malt beverage and thirty-six catering permits for sales at

the same location in any one year. The holder of a Casper microbrewery permit issued under this Chapter may hold a malt beverage permit for the purpose of selling the permittee's own brewed malt beverages.

- D. The malt beverage permit and the catering permit shall be issued on application to the city manager or his or her designee without public notice or hearing. An application for a malt beverage permit or catering permit under this section shall be accompanied by a designation of the event for which the application is sought specifying the type of event and the name of the sponsor. Any applicant applying for a permit authorized by this section and having licensed premises located within a jurisdiction other than that jurisdiction to which application is made shall secure the written approval of the licensing authority of that jurisdiction in which the licensed premises are located prior to filing an application for a permit.
- E. The fee for the malt beverage permit and the catering permit shall be fifty dollars per twenty-four-hour period, payable to the city.
- F. Applications shall be submitted on a form approved by the city manager or his or her designee.
- G. Applications for malt beverage permits may be denied due to any of the following conditions:
 - 1. Conviction of the following individuals and entities for one or more of the following offenses related to a similar event or location within the preceding five years prior to the date of the application as follows:
 - a. Applicant or applicant's entity principals, employees, agents, or representatives while travelling to or from the event or at the event:
 - i. Driving while under the influence,
 - ii. Public intoxication,
 - iii. Disturbing the peace/noise offense,
 - iv. Serving after hours at location,
 - v. Controlled substances offenses,
 - vi. Serving to a minor,
 - vii. Selling alcohol without a license,
 - viii. Violation of any provision of Chapter 5.08 of the Casper Municipal Code.
 - 2. Convictions of any patron, guest, attendee, employee, owner, applicant, or principal resulting from four or more of any of the following offenses occurring at, or stemming from, an event location for which a permit is being applied for, within three hundred sixty-five days prior to the date of the application as follows:
 - a. Minor in possession,
 - b. Disturbing the peace/noise offense,
 - c. Selling alcohol without a license,
 - d. Furnishing alcohol to minor,
 - e. Driving while under the influence,
 - f. Controlled substances offense.
 - 3. Applicant's business entity is not in good standing with the State of Wyoming Secretary of State.
 - 4. Applicant lack of valid Wyoming sales tax permit.
 - 5. Applicant nonresident of Wyoming.
 - 6. Applicant not obtaining other required permits, including, but not limited to, open container, street closure, and food service permits.

Any denial by the city manager or his designee may be appealed to the city council by the applicant filing a written notice of appeal with the city manager within ten days of the denial. The

appeal will be considered within thirty days of the written notice of appeal being filed. Council's decision is final.

Upon denial, or final denial of any malt beverage permit for any of the reasons listed in this section, applicant may apply for future malt beverage permits after the expiration of three hundred sixty-five days from the date of any such denial.

The provisions of this section shall become applicable for any license applied for or any conviction of the listed offenses occurring after the effective date of this ordinance.

H. Any permit issued under this section may be revoked at any time on the discretion of the city manager, or his or her designee, or the chief of police, or his or her designee, if the event poses a risk to public safety or welfare. Upon revocation, all sales and consumption of alcohol shall cease.

(Ord. 11-05 § 1, 2005; Ord. 30-04 §§ 1 (part), 2, 2004; Ord. 33-02 § 1, 2002; Ord. 17-02 § 1, 2002; Ord. 2-91, 1991; Ord. 69-87 § 1, 1987; Ord. 25-86 (part), 1986: prior code § 3-28)

(Ord. No. 33-11, §§ 1—3, 12-20-2011; Ord. No. 2-19, 3-5-2019)

5.08.150 License Holder restrictions.

- A. A license or permit authorized by this chapter shall not be held by, issued or transferred to:
1. Any party who does not own the licensed building or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 2 of this subsection;
 2. Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one year after license issuance or transfer. Upon a showing of good cause by the licensee and for an additional period of not to exceed one year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational for business pursuant to this subsection. Any license or permit in violation of this subsection shall not be renewed by the city council;
 3. Any licensee who does not annually purchase at least two hundred fifty dollars of alcoholic liquors or malt beverages from the commission or any authorized malt beverage wholesaler, except any licensee having a planned building not in existence or operational pursuant to subdivision 2 of this subsection;
 4. A manufacturer of alcoholic beverages or wholesaler of malt beverages; provided, however, this prohibition is not intended to prevent the manufacture from the sale of alcoholic beverages manufactured by the Casper licensed manufacturer or the sale of malt beverages under a microbrewery license issued pursuant to this Chapter or an off-premises permit pursuant to Section 5.08.105 B1 and B2. and except as provided in Section 5.08.100 I.
 5. A person under twenty-one years of age;
 6. A college fraternity or organization created by one or more college fraternities;
 7. A chamber of commerce;
 8. A corporation or a limited liability company which has not qualified to do business in Wyoming;
 9. An individual who is not a resident; or

10. Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.
 11. Except as provided in subsection 12 of this section, a license or permit authorized by this chapter shall not be renewed if the licensee or permittee did not, during the previous one year term of the license or permit, purchase at least two hundred fifty dollars of alcoholic or malt beverages from the commission or any authorized malt beverage wholesaler. A retail liquor license shall not be renewed if the licensee did not, during the previous one year term of the license, purchase at least two thousand dollars of alcoholic beverages from the commission, excluding malt beverage purchases;
 12. Subsection 11 of this section shall not apply to:
 - a. Any licensee or permittee having a planned but not physically functional building pursuant to subsection 4 of this section;
 - b. Holders of special permits issued under Sections 5.08.130 and 5.08.140 of this code.
- B. No more than one license or permit shall be issued to any one person, except for malt beverage or catering permits, or in conjunction with a microbrewery license as provided in this Chapter. (Ord. No. 9-17, § 5, 6-20-2017; Ord. 24-96 § 7, 1996; Ord. 22-93 § 6, 1993; Ord. 8-88 § 2, 1988; Ord. 25-86 (part), 1986: prior code § 3-12) (Ord. No. 2-19, 3-5-2019)
- 5.08.280** - Repealed
(Ord. 25-86 (part), 1986: prior code § 3-20) (Ord. No. 2-19, 3-5-2019)
- 5.08.340** - Bar and grill liquor license issuance, council authority, criteria and restrictions.
- A. Subject to availability, restaurants, as defined by subsection 19 of Section 5.08.010 of this chapter, may be licensed by the city council under a bar and grill liquor license. In addition to the application requirements required by this chapter, the license applicant shall submit a valid food service permit issued by the state of Wyoming upon application. Criteria that may be considered by the city council in determining to whom any such license may be issued may include, but is not limited to the following:
1. The location of the proposed business is in an area:
 - a. In need of redevelopment;
 - b. Officially designated as an urban renewal area; or
 - c. That has been identified as being under served by food and beverage services.
 2. The issuance of the license will contribute to economic development goals or purposes of the city.
 3. Whether the applicant will be investing in the construction of a new structure or will otherwise be materially and substantially updating a current building.
 4. If the applicant's business is a new business, the number of new jobs reasonably estimated to be created, or if an existing business, the number of new or additional jobs that will reasonably be created by use of the bar and grill liquor license.
- B. Bar and grill licenses shall be subject to the provisions of Sections 5.08.310 and 5.08.330 (D) of this chapter to the same extent that those provisions are applicable to restaurant liquor licenses. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee except as allowed under Section 5.08.330 (F) of this chapter.
- C. A “Bar and Grill” licensee must have a physical bar with at least eight (8) adult customer alcohol serving places, as well as a serving station for ordered alcoholic drinks or pick-up alcoholic drinks; the bar must have at least one (1) dedicated service representative

(bartender), and a choice of at least six major distilled spirits (e.g. vodka, bourbon, tequila, etc.) available for retail sale.

- D. Every person holding a bar and grill liquor license authorized by the provisions of this chapter shall pay annually, in advance, a license fee for such license the sum of ten thousand five hundred dollars for the first license year; and, three thousand dollars for each year thereafter that such license is granted, in addition to any other fees due from such person otherwise holding a microbrewery or winery permit. The license fee shall be paid to the clerk of the city before the license is issued.
- E. Bar and grill liquor licenses shall not be sold, transferred, or assigned by the holder.

5.08.480 - Open container restrictions.

A. It is unlawful:

1. For any person to sell or dispense alcoholic liquor or malt beverages in open containers from the licensed facilities used to serve customers for off-premises consumption, commonly referred to as a "drive-up window";
2. To operate a motor vehicle in which alcoholic liquor or malt beverages are present in an open container, unless the opened container is in the trunk, an outside compartment, or an inside compartment of a vehicle without a trunk; provided, the inside compartment is not accessible to the driver or any other person in such vehicle, i.e., the cargo area behind the rear most seat in a passenger van or station wagon when no passenger occupies the rear most seat;
3. To possess or consume alcoholic liquor or malt beverages from an open container in a motor vehicle;
4. To possess or dispense alcoholic liquor or malt beverages in an open container in any open space and certain structures in the city unless a license or permit authorizing same has been issued by the city manager or his or her designee. The City Council too, may by resolution create special areas or districts, in which the possession of open containers is permitted between the Friday preceding Memorial Day and Labor Day of each calendar year; however, the periods of time as well as the boundaries of special areas or districts may be established and/or modified by resolution adopted by the City Council. Additional restrictions on beverage distribution, tracking, and event control may also be established by resolution of the City Council. Nothing in this chapter shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles;
5. For any person or lessee of an unlicensed restaurant to permit any person to possess or consume alcoholic liquor or malt beverages from an open container within the restaurant.
6. Notwithstanding this section, a resealed bottle of wine may be transported as provided in the Restaurant License section.

B. Definitions.

1. "Certain structures" means any offices, or structure excluding those duly licensed to sell or dispense alcoholic liquor or malt beverages.
2. "Open container" means any glass, cup, bottle, can or other receptacle or vessel used for drinking, other than the beverage's original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed.

3. "Open space" means any street, alley, public way, sidewalk, public or private parking lot set aside for business use, and any other unenclosed public property. However, any golf course within the city limits shall not be considered open space.

(Ord. 11-05 § 4, 2005; Ord. 30-04 § 1 (part), 2004; Ord. 25-99 § 1, 1999; Ord. 25-86 (part), 1986: prior code § 3-8) (Ord. 25-86 (part), 1986: prior code § 3-5) (Ord. No. 2-19, 3-5-2019)

5.08.530 – Violation/Enforcement.

Violations of this chapter may be enforced in the Municipal Court of the City of Casper as misdemeanor offenses punishable by up to a Seven Hundred Fifty Dollar fine for each offense unless otherwise specified in the section from which a violation is alleged and in the manner authorized and described in Wyoming State Statutes 12-1-101 et. seq. as they may be amended from time to time. Appeals of any of these actions may be taken as allowed and in the manner specified by applicable state statutes. Any law enforcement agency issuing a citation or other charging document for a violation of this chapter shall notify the City Clerk of said charge within five business days of its issuance.

(Ord. No. 2-19, 3-5-2019)

5.08.535 - Licensure Considerations and Administrative Fees

Violations of the Casper Municipal Code and/or Wyoming State Statutes may also be factors in the consideration of suspensions, revocations, nonrenewals or conditional renewals of licenses and permits.

In recognition of the fact that license holders who repeatedly violate the provisions of this Code create an undue burden of the City in administering liquor licenses, in addition to any other penalties or remedies, licensees shall be subject to administrative fees of One Thousand Dollars (\$1000.00) for the third violation of this Chapter within any consecutive twenty-four month period, and Five Thousand Dollars (\$5000.00) for a fourth or subsequent violation within a consecutive twenty-four month period. Any violation relating to the license holder or licensed premises shall apply to this subsection, regardless of whether separate individual employees or agents of the licensee committed the individual violations. The violations need not be of the same section or subsection of this chapter to be counted in this total.

A notice to pay said fee shall be issued by the City Clerk to the licensee upon notification by the court of licensee's convictions for the relevant offenses. The time frame for accumulation of the violations shall be the date of violations, not the dates of conviction. If such fee is not paid, or an appeal hearing before Council requested in writing to the City Clerk and accompanied by a bond in the amount of the fee at issue within ten (10) days of the notice being given by the Clerk, the license shall be suspended until such time as the fee is paid to the City Clerk. If an appeal hearing is requested, it shall be in Council's sole discretion, after hearing all the relevant facts in the matter, whether to suspend part or all of the fee. The hearing shall not be a contested case hearing, and the Wyoming Administrative Procedure Act shall not apply to such hearing. (Ord. No. 2-19, 3-5-2019)

PASSED on 1st reading the 5th day of May, 2020.

PASSED on 2nd reading the 19th day of May, 2020.

PASSED, APPROVED, AND ADOPTED on third and final reading the 2nd day of June, 2020.

Councilmember Bates requested a break. Mayor Freel called for a brief recess at 7:55 p.m., and reconvened the meeting at 8:05 p.m.

8.A ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 12-20
AN ORDINANCE AMENDING SECTION 15.02.120 AND
15.04.070 OF THE CITY OF CASPER MUNICIPAL CODE.

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

Individuals addressing the Council in opposition, requesting more information or the delay of passage of the ordinance until an in-person meeting were: Pam Elrod, 12920 Dusty Lane; Cathy Ide, 3838 Garden Creek; Linda Bergeron; Jamie Bates; and Mr. Bagwell.

Individuals addressing the Council in favor were: Ivonne Chavez, Community Housing Authority; Paul Fritzler, Department of Family Services; and Jamie Lovell, Meals on Wheels.

Moved by Vice-Mayor Lutz to table second reading of the ordinance to a date certain of the next Council meeting, so public can possibly be in attendance. Seconded by Councilmember Bates. Council discussed the matter at length. Councilmember Cathey called for the question. A vote on the amendment resulted in Councilmember Bates and Vice-Mayor Lutz voting aye. Motion to table failed.

Councilmember Huber shared his thoughts on the Wyoming landlord tenant act and the process for searches of property. Moved by Vice-Mayor Lutz to amend the ordinance to limit the scope of the amendment to handle the functionality of a home, such as plumbing or heating/ cooling, and not with the cleanliness or hoarding issues. Seconded by Councilmember Bates. Councilmember Pacheco requested staff perspective on this. City Manager Napier said even cleanliness can become a safety issue for egress. Councilmember Huber indicated that the amendment is out of order because it is not specific enough. Mayor Freel declared the amendment as out of order, and requested it be more specific. Vice-Mayor Lutz withdrew her motion.

Council voted on the ordinance, on second reading, with Councilmember Bates voting nay. Motion passed.

8.B ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 13-20
AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS 344
AND 345, KENWOOD ADDITION SUBDIVISION IN THE CITY
OF CASPER, WYOMING.

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

8.C ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 14-20

AN ORDINANCE APPROVING THE GORGAN HILLS ADDITION SUBDIVISION AGREEMENT AND A VACATION AND REPLAT CREATING GORGAN HILLS ADDITION, COMPRISING 31.52 ACRES, MORE OR LESS.

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

Speaking in support was Jesse Morgan, applicant.

Speaking in opposition were: Justin Hackett, 4441 Moose; Bill Birkett, 4610 Puma; Eric Lawrence, 3710 W. 46th; Jim Brunette, 3630 W. 46th; and Connie Rodgers.

Council discussed the matter at length. Moved by Councilmember Huber to amend the ordinance to remove the requirement for the cross street that was recommended by the Planning and Zoning Commission. Seconded by Councilmember Hopkins. Councilmembers Bates and Cathey voted nay. Motion to amend passed. Council then voted on the ordinance on second reading, as amended. Councilmembers Bates and Cathey voted nay. Mayor Freel abstained. Motion passed.

9.A CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 20-112

A RESOLUTION AUTHORIZING A LEASE TO THE CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR TWO BUILDINGS, THE PARKING AREA, AND ADJACENT LAND AT 1715 EAST 4TH STREET.

RESOLUTION NO. 20-113

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR FISCAL YEAR 2021.

RESOLUTION NO. 20-114

A RESOLUTION AUTHORIZING A LEASE FOR THE USE OF CERTAIN CITY-OWNED VEHICLES TO THE CASPER AREA TRANSPORTATION COALITION, INC., A WYOMING NON-PROFIT CORPORATION, FOR THE TRANSPORTATION OF THE ELDERLY, DISABLED, AND GENERAL PUBLIC FOR FISCAL YEARS 2021-2022.

RESOLUTION NO. 20-115

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND CASPER AMATEUR HOCKEY CLUB

RESOLUTION NO. 20-116

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE GRANT AWARD AGREEMENT BETWEEN THE DEPARTMENT OF JUSTICE AND THE CITY OF CASPER.

RESOLUTION NO. 20-117

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION & SERVICE COMPANY, INC., FOR THE CASPER EVENTS CENTER WATER SERVICE REPLACEMENT, PROJECT NO. 19-012.

RESOLUTION NO. 20-118

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER ELECTRIC, INC., FOR THE CASPER EVENTS CENTER FIRE ALARM REPLACEMENT, PROJECT NO. 17-073.

RESOLUTION NO. 20-119

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING AND CONSTRUCTION, LLC, FOR THE LIFE STEPS PARKING LOT IMPROVEMENTS, PROJECT NO. 20-006.

RESOLUTION NO. 20-120

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRANSMISSION DISTRIBUTION SERVICES LLC, DBA TDS CONSTRUCTION, FOR THE ARMORY PARK BIKE LANE CONNECTION, PROJECT NO. 19-050.

RESOLUTION NO. 20-121

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE 2ND STREET RAILING PAINTING PROJECT NO. 20-013.

RESOLUTION NO. 20-122

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE STATE LOAN AND INVESTMENT BOARD PROMISSORY NOTE THROUGH THE STATE REVOLVING FUND FOR THE BALER BUILDING RENOVATION AND EXPANSION PROJECT LOCATED AT THE CASPER REGIONAL SOLID WASTE FACILITY, PROJECT NO. 13-50.

Councilmember Huber asked how to remove an item from the consent agenda. City Manager Napier provided direction.

Councilmember Huber presented the foregoing eleven (11) resolutions for adoption. Seconded by Councilmember Bates.

Moved by Councilmember Huber to remove Resolution Nos. 20-119, 20-120, & 20-121 from the consent agenda. Seconded by Councilmember Bates. Councilmembers Hopkins and Pacheco voted nay. Motion to remove the titles passed.

Council then voted on the remaining eight (8) consent agenda resolutions. Motion passed.

RESOLUTION NO. 20-119

City Manager Napier provided a brief report and addressed a question by Councilmember Huber. Moved by Councilmember Huber, seconded by Hopkins to approve Resolution No. 20-119. Councilmember Cathey voted nay. Motion passed.

RESOLUTION NO. 20-120

City Manager Napier provided a brief report. Councilmembers had questions about the funding for this project, which City Manager Napier addressed. Although no formal motion was made, Council voted on this item. Councilmembers Bates, Hopkins, Pacheco and Powell voted aye. Resolution failed.

RESOLUTION NO. 20-121

City Manager Napier provided a brief report and addressed questions presented by Council. Although no formal motion was made, Council voted on this item. Councilmembers Bates, Cathey, and Powell and Vice-Mayor Lutz voted nay. Resolution passed.

10. MINUTE ACTION— CONSENT

Moved by Councilmember Bates, seconded by Councilmember Cathey, to, by consent minute action, authorize the discharge of \$27,111.03 of uncollectible accounts receivable balances, aged between the dates of January 1, 2015 and March 31, 2015, including a more recent bankruptcy and estate liquidation; and authorize the inclusion of fiscal year 2020-2021 summary proposed budget into the minutes of the June 2, 2020, regular Council meeting. Motion passed.

**City of Casper
Citywide FY21 Budget Summary**

	<u>Expense</u>
General Fund	\$46,118,639
Other General Government Funds	\$3,010,183
Opportunities Fund	\$1,004,922
Perpetual Care Fund	\$514,781
Local Assessment Districts Fund	\$160
Metro Animal Fund	\$1,426,918
River Fund	\$63,402

Special Revenue Funds	\$7,877,755
Weed & Pest Fund	\$689,810
Special Fire Assistance Fund	\$75,000
Revolving Land Fund	\$42,462
Police Grants Fund	\$421,566
Casper Area Transprt Coalition	\$2,720,846
Metropolitan Planning	\$1,159,703
Public Safety Communications	\$2,718,368
Redevelopment Loan Fund	\$50,000
Capital Projects Fund	\$8,835,310
Utility Enterprise Funds	\$53,509,899
Water Distribution Fund	\$14,943,402
Water Treatment Plant Ops Fund	\$3,352,237
Sewer Fund	\$6,874,521
Wastewater Treatment Plant	\$13,408,105
Refuse Collection Fund	\$7,495,980
Balefill Fund	\$7,435,655
Other Enterprise Funds	\$5,481,423
Aquatics Fund	\$759,836
Golf Course Fund	\$855,049
Ice Arena Fund	\$505,587
Recreation Center Fund	\$1,489,270
Hogadon Fund	\$867,605
Casper Events Center Fund	\$886,836
Parking Fund	\$117,240
Internal Service Funds	\$5,298,525
Fleet Maintenance Fund	\$2,384,527
Buildings and Structures Fund	\$1,026,475
Health Insurance Fund	\$20,203
Property Insurance Fund	\$1,867,320
Citywide Total Budget	\$130,131,735

11. INTRODUCTION OF MEASURES AND PROPOSALS

Mayor Freel read a statement about the death of George Floyd and the right to peacefully protest in our community.

12. ADJOURN INTO EXECUTIVE SESSION

Mayor Freel noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, June 9, 2020; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, June 16, 2020, with the location to be determined.

At 10:47 p.m., it was moved Councilmember Huber, seconded by Councilmember Pacheco, to adjourn into executive session to discuss potential litigation. Councilmember Johnson voted nay. Motion passed.

At 11:08 p.m., it was moved by Councilmember Pacheco, seconded by Councilmember Bates, to adjourn the executive session. Motion passed.

13. ADJOURNMENT

At 11:09 p.m., it was moved by Councilmember Pacheco, seconded by Councilmember Bates, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

City of Casper - Bills and Claims for June 16, 2020

0970 CED

0970 CED	Balefill - Disposal & Landfill	ELECTRICAL PARTS AND EQUIPMENT	\$229.12
<i>0970 CED - Total For Balefill - Disposal & Landfill</i>			\$229.12
0970 CED	City Council	ELECTRICAL PARTS AND EQUIPMENT	\$336.65
<i>0970 CED - Total For City Council</i>			\$336.65
0970 CED - ALL DEPARTMENTS			\$565.77

307 COLLISION

307 COLLISION	Fleet Maintenance Fund	191942 repairs claim no. 2877Ca	\$914.20
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			\$914.20
307 COLLISION - ALL DEPARTMENTS			\$914.20

3D'S WELDING & FABRI

3D'S WELDING & FABRI	Capital Projects Fund	climbtech anchors	\$2,000.00
<i>3D'S WELDING & FABRI - Total For Capital Projects Fund</i>			\$2,000.00
3D'S WELDING & FABRI - ALL DEPARTMENTS			\$2,000.00

477 KM LLC

477 KM LLC	City Council	222271 disinfect	\$139.00
477 KM LLC	City Council	222255 disinfect	\$139.00
<i>477 KM LLC - Total For City Council</i>			\$278.00
477 KM LLC - ALL DEPARTMENTS			\$278.00

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	Patching	\$123.54
71 CONSTRUCTION, INC	Streets	Tack Oil	\$5,433.40
<i>71 CONSTRUCTION, INC - Total For Streets</i>			\$5,556.94
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$5,556.94

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Attorney	Postage	\$51.41
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$51.41</i>
A.M.B.I. & SHIPPING,	Code Enforcement	Stamps	\$285.00
<i>A.M.B.I. & SHIPPING, - Total For Code Enforcement</i>			<i>\$285.00</i>
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage	\$3.10
<i>A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$3.10</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage	\$76.68
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			<i>\$76.68</i>
A.M.B.I. & SHIPPING,	Metro Animal Shelter	Postage	\$142.54
<i>A.M.B.I. & SHIPPING, - Total For Metro Animal Shelter</i>			<i>\$142.54</i>
A.M.B.I. & SHIPPING,	Police Administration	postage	\$391.18
<i>A.M.B.I. & SHIPPING, - Total For Police Administration</i>			<i>\$391.18</i>
A.M.B.I. & SHIPPING,	Refuse - Residential	postage	\$40.30
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$1.20
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			<i>\$41.50</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage	\$3.70
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$3.70</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$995.11

ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract labor	\$349.20
ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract labor	\$582.00
ADECCO USA, INC.	Balefill - Disposal & Landfill	Labor	\$582.00
<i>ADECCO USA, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,513.20</i>
ADECCO USA, INC. - ALL DEPARTMENTS			\$1,513.20

ADOBE ACROPRO SUBS

ADOBE ACROPRO SUBS	City Manager	Adobe Acrobat Subscription	\$14.99
<i>ADOBE ACROPRO SUBS - Total For City Manager</i>			<i>\$14.99</i>
ADOBE ACROPRO SUBS - ALL DEPARTMENTS			\$14.99

AED SUPERSTORE

AED SUPERSTORE	Fire-EMS Operations	Battery Pack for Lifepak1000	\$678.60
<i>AED SUPERSTORE - Total For Fire-EMS Operations</i>			<i>\$678.60</i>
AED SUPERSTORE - ALL DEPARTMENTS			\$678.60

AHERN RENTALS INC

AHERN RENTALS INC	Water Distribution	Pressure washer wand	\$54.35
<i>AHERN RENTALS INC - Total For Water Distribution</i>			<i>\$54.35</i>
AHERN RENTALS INC - ALL DEPARTMENTS			\$54.35

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Disposal & Landfill	Vest	\$160.00
AIRGAS USA LLC	Balefill - Disposal & Landfill	Safety glasses	\$72.72
<i>AIRGAS USA LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$232.72</i>
AIRGAS USA LLC	Balefill - Diversion & Special	Vests	\$240.00
AIRGAS USA LLC	Balefill - Diversion & Special	Gloves	\$226.74
<i>AIRGAS USA LLC - Total For Balefill - Diversion & Special</i>			<i>\$466.74</i>
AIRGAS USA LLC	Refuse - Residential	Gloves	\$44.80
<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			<i>\$44.80</i>
AIRGAS USA LLC - ALL DEPARTMENTS			\$744.26

AIRGAS USA, LLC

AIRGAS USA, LLC	Parks - Parks Maint.	Safety-Gloves	\$80.55
<i>AIRGAS USA, LLC - Total For Parks - Parks Maint.</i>			<i>\$80.55</i>
AIRGAS USA, LLC	Sewer Wastewater Collection	safety supplies	\$22.18
<i>AIRGAS USA, LLC - Total For Sewer Wastewater Collection</i>			<i>\$22.18</i>
AIRGAS USA, LLC - ALL DEPARTMENTS			\$102.73

ALBERTSONS #0062

ALBERTSONS #0062	Parks - Parks Maint.	GROCERY STORES, SUPERMARKETS	\$17.98
<i>ALBERTSONS #0062 - Total For Parks - Parks Maint.</i>			<i>\$17.98</i>
ALBERTSONS #0062 - ALL DEPARTMENTS			\$17.98

ALL CREATURES VETERI

ALL CREATURES VETERI	Police Animal Control	medical progress exam on animal	\$44.30
<i>ALL CREATURES VETERI - Total For Police Animal Control</i>			<i>\$44.30</i>
ALL CREATURES VETERI - ALL DEPARTMENTS			\$44.30

ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL	Balefill - Disposal & Landfill	repairs employee exit gate	\$1,052.80
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Disposal & Landfill</i>			<i>\$1,052.80</i>
ALLIANCE ELECTRIC LL - ALL DEPARTMENTS			\$1,052.80

ALLURETECH

ALLURETECH	Miller St. Dormitory	Miller house internet	\$42.00
<i>ALLURETECH - Total For Miller St. Dormitory</i>			<i>\$42.00</i>
ALLURETECH - ALL DEPARTMENTS			\$42.00

ALSCO

ALSCO	City Council	Laundry	\$15.00
<i>ALSCO - Total For City Council</i>			<i>\$15.00</i>
ALSCO	Streets	lcas1340873, lcas1342276, lcas134516, lcas134	\$392.96
<i>ALSCO - Total For Streets</i>			<i>\$392.96</i>
ALSCO - ALL DEPARTMENTS			\$407.96

ALSCO INC.

ALSCO INC.	Regional Water Operations	LAUNDRY	\$126.16
<i>ALSCO INC. - Total For Regional Water Operations</i>			<i>\$126.16</i>
ALSCO INC.	Sewer Wastewater Collection	laundry and towels	\$216.16
<i>ALSCO INC. - Total For Sewer Wastewater Collection</i>			<i>\$216.16</i>
ALSCO INC. - ALL DEPARTMENTS			\$342.32

ALTITUDE VETERINARY

ALTITUDE VETERINARY	Metro Animal Shelter	cat vet care	\$146.00
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<i>ALTITUDE VETERINARY - Total For Metro Animal Shelter</i>	<i>\$146.00</i>
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ALTITUDE VETERINARY - ALL DEPARTMENTS	\$146.00
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ALUMITECH LLC

ALUMITECH LLC	Metro Animal Shelter	Door work 104990	\$4,987.75
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<i>ALUMITECH LLC - Total For Metro Animal Shelter</i>	<i>\$4,987.75</i>
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ALUMITECH LLC - ALL DEPARTMENTS	\$4,987.75
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AM SIGNAL, INC.

AM SIGNAL, INC.	Traffic Control	5 - 4 section & 5 - 3 section traffic signal head	\$1,314.52
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<i>AM SIGNAL, INC. - Total For Traffic Control</i>	<i>\$1,314.52</i>
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AM SIGNAL, INC. - ALL DEPARTMENTS	\$1,314.52
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AMAZON.COM M72OX0232

AMAZON.COM M72OX0232	City Council	THERMOMETERS - COVID 19	\$298.44
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<i>AMAZON.COM M72OX0232 - Total For City Council</i>	<i>\$298.44</i>
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AMAZON.COM M72OX0232 - ALL DEPARTMENTS	\$298.44
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AMAZON.COM M731M42E1

AMAZON.COM M731M42E	Aquatics - Pool	Hose Keys	\$32.96
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<i>AMAZON.COM M731M42E1 - Total For Aquatics - Pool</i>	<i>\$32.96</i>
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AMAZON.COM M731M42E1 - ALL DEPARTMENTS	\$32.96
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AMAZON.COM M75AO5R01

AMAZON.COM M75AO5R0	Rec Center - Operations	LAMINATION	\$8.29
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<i>AMAZON.COM M75AO5R01 - Total For Rec Center - Operations</i>	<i>\$8.29</i>
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AMAZON.COM M75AO5R01 - ALL DEPARTMENTS	\$8.29
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AMAZON.COM M76UC1WL1

AMAZON.COM M76UC1WL	Parks - Parks Maint.	Weedeater cartridges for new head	\$53.74
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<i>AMAZON.COM M76UC1WL1 - Total For Parks - Parks Maint.</i>	<i>\$53.74</i>
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AMAZON.COM M76UC1WL1 - ALL DEPARTMENTS **\$53.74**

AMAZON.COM MC3GO5SX2

AMAZON.COM MC3GO5SX Weed & Pest Fund Toner for printer in saw shop \$56.99

AMAZON.COM MC3GO5SX2 - Total For Weed & Pest Fund \$56.99

AMAZON.COM MC3GO5SX2 - ALL DEPARTMENTS **\$56.99**

AMAZON.COM MY19U44A2

AMAZON.COM MY19U44A2 City Council HAND SANITIZER-COVID 19 \$239.92

AMAZON.COM MY19U44A2 - Total For City Council \$239.92

AMAZON.COM MY19U44A2 - ALL DEPARTMENTS **\$239.92**

AMAZON.COM MY45T5F62

AMAZON.COM MY45T5F62 City Council FACE MASKS-COVID 19 \$57.80

AMAZON.COM MY45T5F62 - Total For City Council \$57.80

AMAZON.COM MY45T5F62 - ALL DEPARTMENTS **\$57.80**

AMERICAN RED CROSS

AMERICAN RED CROSS Rec Center - Classes Adventure Camp Leaders Professional CPR Certi \$210.00

AMERICAN RED CROSS - Total For Rec Center - Classes \$210.00

AMERICAN RED CROSS - ALL DEPARTMENTS **\$210.00**

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT Refuse - Commercial 222262 repairs \$220.00

AMERI-TECH EQUIPMENT Refuse - Commercial 222263 repairs \$350.00

AMERI-TECH EQUIPMENT Refuse - Commercial 222283 repairs \$9,817.38

AMERI-TECH EQUIPMENT Refuse - Commercial 222274 repairs \$797.13

AMERI-TECH EQUIPMENT - Total For Refuse - Commercial \$11,184.51

AMERI-TECH EQUIPMENT Refuse - Residential TRASH CONTAINERS \$14,483.08

AMERI-TECH EQUIPMENT Refuse - Residential TRASH CONTAINERS \$14,383.00

AMERI-TECH EQUIPMENT - Total For Refuse - Residential \$28,866.08

AMERI-TECH EQUIPMENT - ALL DEPARTMENTS**\$40,050.59****AMZN Mktp US**

AMZN Mktp US	City Council	COVID 19 ear thermometers	\$269.40
<i>AMZN Mktp US - Total For City Council</i>			<i>\$269.40</i>
AMZN Mktp US	Ft. Caspar Museum	Hangers for Collections Storage	\$45.90
AMZN Mktp US	Ft. Caspar Museum	Cleaning Supplies	\$135.10
<i>AMZN Mktp US - Total For Ft. Caspar Museum</i>			<i>\$181.00</i>
AMZN Mktp US	Parks - Parks Maint.	Weedeater head	\$28.72
<i>AMZN Mktp US - Total For Parks - Parks Maint.</i>			<i>\$28.72</i>
AMZN Mktp US	Rec Center - Classes	BOOK STORES	\$105.82
AMZN Mktp US	Rec Center - Classes	BOOK STORES	\$135.09
AMZN Mktp US	Rec Center - Classes	BOOK STORES	\$4.99
<i>AMZN Mktp US - Total For Rec Center - Classes</i>			<i>\$245.90</i>

AMZN Mktp US - ALL DEPARTMENTS**\$725.02****APPLE COMPUTER, INC.**

APPLE COMPUTER, INC.	Fire-EMS Prevent & Inspect	Apple Pencil Tip	\$19.95
APPLE COMPUTER, INC.	Fire-EMS Prevent & Inspect	iPad Pro	\$1,549.00
<i>APPLE COMPUTER, INC. - Total For Fire-EMS Prevent & Inspect</i>			<i>\$1,568.95</i>

APPLE COMPUTER, INC. - ALL DEPARTMENTS**\$1,568.95****ARROWHEAD HEATING**

ARROWHEAD HEATING	WWTP Operations	A/C repair	\$632.00
<i>ARROWHEAD HEATING - Total For WWTP Operations</i>			<i>\$632.00</i>

ARROWHEAD HEATING - ALL DEPARTMENTS**\$632.00****ARS FLOOD & FIRE CLE**

ARS FLOOD & FIRE CLE	City Council	covid 19 disinfection	\$525.00
<i>ARS FLOOD & FIRE CLE - Total For City Council</i>			<i>\$525.00</i>

ARS FLOOD & FIRE CLE - ALL DEPARTMENTS**\$525.00**

AT&T 051221271100

AT&T 051221271100	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$109.93
<i>AT&T 051221271100 - Total For Public Safety Communications</i>			<i>\$109.93</i>
AT&T 051221271100 - ALL DEPARTMENTS			\$109.93

AT&T BILL PAYMENT

AT&T BILL PAYMENT	Fire-EMS Administration	March Bill for Cradle Point on R1	\$301.28
<i>AT&T BILL PAYMENT - Total For Fire-EMS Administration</i>			<i>\$301.28</i>
AT&T BILL PAYMENT	Sewer Wastewater Collection	remote device data	\$120.12
<i>AT&T BILL PAYMENT - Total For Sewer Wastewater Collection</i>			<i>\$120.12</i>
AT&T BILL PAYMENT	Streets	Monthly charge for Traffic Dept tablets	\$80.08
<i>AT&T BILL PAYMENT - Total For Streets</i>			<i>\$80.08</i>
AT&T BILL PAYMENT - ALL DEPARTMENTS			\$501.48

AT&T PREMIER EBIL

AT&T PREMIER EBIL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$8,010.25
<i>AT&T PREMIER EBIL - Total For Police Administration</i>			<i>\$8,010.25</i>
AT&T PREMIER EBIL - ALL DEPARTMENTS			\$8,010.25

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Buildings & Structures Fund	2 cases of copy paper for BAS	\$66.98
<i>ATLAS OFFICE PRODUCT - Total For Buildings & Structures Fund</i>			<i>\$66.98</i>
ATLAS OFFICE PRODUCT	City Clerk	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$5.79
ATLAS OFFICE PRODUCT	City Clerk	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$73.07
ATLAS OFFICE PRODUCT	City Clerk	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$26.88
ATLAS OFFICE PRODUCT	City Clerk	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$18.95
ATLAS OFFICE PRODUCT	City Clerk	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$2.48
<i>ATLAS OFFICE PRODUCT - Total For City Clerk</i>			<i>\$127.17</i>
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Name Plate Holder	\$8.99
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Pencils for F1 Office	\$4.53
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			<i>\$13.52</i>
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Printer Toner for color printer and Michelle's pri	\$440.65
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum</i>			<i>\$440.65</i>

ATLAS OFFICE PRODUCT	Human Resources	1bx bubble mailer, 1bx clasp envelopes, 1pk sm	\$109.79
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$109.79</i>
ATLAS OFFICE PRODUCT	Planning	BUILDING PERMIT CARD STOCK	\$33.22
<i>ATLAS OFFICE PRODUCT - Total For Planning</i>			<i>\$33.22</i>
ATLAS OFFICE PRODUCT	Police Administration	Misc. supplies	\$93.22
ATLAS OFFICE PRODUCT	Police Administration	Ink	\$121.05
ATLAS OFFICE PRODUCT	Police Administration	Envelopes	\$223.74
ATLAS OFFICE PRODUCT	Police Administration	Paper	\$33.49
ATLAS OFFICE PRODUCT	Police Administration	rubberbands, memo books	\$31.69
ATLAS OFFICE PRODUCT	Police Administration	pens, memo books	\$61.82
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$565.01</i>
ATLAS OFFICE PRODUCT	WWTP Operations	Office Supplies	\$101.68
<i>ATLAS OFFICE PRODUCT - Total For WWTP Operations</i>			<i>\$101.68</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$1,458.02

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Code Enforcement	Laminate	\$37.50
<i>ATLAS REPRODUCTION - Total For Code Enforcement</i>			<i>\$37.50</i>
ATLAS REPRODUCTION	Police Administration	June 2020	\$65.30
ATLAS REPRODUCTION	Police Administration	Jan. 2020	\$28.00
ATLAS REPRODUCTION	Police Administration	Credit on acct.	(\$67.80)
ATLAS REPRODUCTION	Police Administration	June 2020	\$140.74
<i>ATLAS REPRODUCTION - Total For Police Administration</i>			<i>\$166.24</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$203.74

B32 ENGINEERING GROU

B32 ENGINEERING GROU	Capital Projects Fund	CIA Chiller replacement 15-58	\$4,330.00
<i>B32 ENGINEERING GROU - Total For Capital Projects Fund</i>			<i>\$4,330.00</i>
B32 ENGINEERING GROU - ALL DEPARTMENTS			\$4,330.00

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Misc. supplies	\$82.51
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			<i>\$82.51</i>

BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	supplies exclusion zone	\$36.94
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill</i>			<i>\$36.94</i>
BAILEY'S ACE HARDWAR	City Council	Tarp	\$41.97
<i>BAILEY'S ACE HARDWAR - Total For City Council</i>			<i>\$41.97</i>
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$161.42

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Cemetery	HARDWARE STORES BAILEYS CEMETERY SPRINK	\$147.19
<i>BAILEYS ACE HDWE - Total For Cemetery</i>			<i>\$147.19</i>
BAILEYS ACE HDWE	Ice Arena - Operations	White Spray Paint	\$58.52
BAILEYS ACE HDWE	Ice Arena - Operations	WHITE SPRAY PAINT	\$9.99
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			<i>\$68.51</i>
BAILEYS ACE HDWE	Parks - Parks Maint.	Tools	\$12.58
BAILEYS ACE HDWE	Parks - Parks Maint.	sawzall blades	\$136.94
BAILEYS ACE HDWE	Parks - Parks Maint.	Screws	\$17.97
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			<i>\$167.49</i>
BAILEYS ACE HDWE	Sewer Wastewater Collection Truck supplies		\$45.71
<i>BAILEYS ACE HDWE - Total For Sewer Wastewater Collection</i>			<i>\$45.71</i>
BAILEYS ACE HDWE	Traffic Control	Bailing wire to hang State land sign at 46th & Sh	\$13.18
<i>BAILEYS ACE HDWE - Total For Traffic Control</i>			<i>\$13.18</i>
BAILEYS ACE HDWE	WWTP Operations	Hose	\$36.99
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			<i>\$36.99</i>
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$479.07

BARGREEN ELLINGSON

BARGREEN ELLINGSON	City Council	clorox wipes	\$44.44
<i>BARGREEN ELLINGSON - Total For City Council</i>			<i>\$44.44</i>
BARGREEN ELLINGSON - ALL DEPARTMENTS			\$44.44

BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Station Supplies	\$97.24
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			<i>\$97.24</i>

BARGREEN WYOMING - ALL DEPARTMENTS**\$97.24****BLOEDORN LUMBER**

BLOEDORN LUMBER	Buildings & Structures Fund	replacement batteries 101575	\$462.57
BLOEDORN LUMBER	Buildings & Structures Fund	19th hole misc. supplies	\$40.21
BLOEDORN LUMBER	Buildings & Structures Fund	drill bit	\$9.88
BLOEDORN LUMBER	Buildings & Structures Fund	Storage bldg 105330	\$471.22
BLOEDORN LUMBER	Buildings & Structures Fund	Cable tie mounting pad, screws	\$2.61
BLOEDORN LUMBER	Buildings & Structures Fund	105330 storage rooms	\$464.32
BLOEDORN LUMBER	Buildings & Structures Fund	Muni court misc supplies	\$28.12

BLOEDORN LUMBER - Total For Buildings & Structures Fund \$1,478.93

BLOEDORN LUMBER	City Council	bulk screws, washers	\$10.24
BLOEDORN LUMBER	City Council	Corner brace 445	\$30.50

BLOEDORN LUMBER - Total For City Council \$40.74

BLOEDORN LUMBER	Water Tanks	pump booster buildings 104383	\$847.55
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BLOEDORN LUMBER - Total For Water Tanks \$847.55

BLOEDORN LUMBER - ALL DEPARTMENTS**\$2,367.22****BLOEDORN LUMBER CASP**

BLOEDORN LUMBER CASP	Parks - Parks Maint.	Concrete for dragonfly install at Dallason	\$28.90
BLOEDORN LUMBER CASP	Parks - Parks Maint.	Sawzall blades	\$17.99

BLOEDORN LUMBER CASP - Total For Parks - Parks Maint. \$46.89

BLOEDORN LUMBER CASP	WWTP Operations	Paint Mixing Containers	\$18.06
BLOEDORN LUMBER CASP	WWTP Operations	Paint mixing containers	\$20.60

BLOEDORN LUMBER CASP - Total For WWTP Operations \$38.66

BLOEDORN LUMBER CASP - ALL DEPARTMENTS**\$85.55****BREEZY TREES INC**

BREEZY TREES INC	Code Enforcement	Tree removal	\$950.00
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BREEZY TREES INC - Total For Code Enforcement \$950.00

BREEZY TREES INC - ALL DEPARTMENTS**\$950.00****BRENNTAG PACIFIC, IN**

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric	\$9,995.70
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$9,995.70</i>
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$9,995.70

BROWNELLS INC

BROWNELLS INC	Police Administration	weapon repair parts	\$109.49
<i>BROWNELLS INC - Total For Police Administration</i>			<i>\$109.49</i>
BROWNELLS INC - ALL DEPARTMENTS			\$109.49

BULLWHIP SAUSAGE INC

BULLWHIP SAUSAGE INC	Human Resources	EMPLOYEE SERVICE RECOGNITION LUNCHEON C	\$2,328.75
<i>BULLWHIP SAUSAGE INC - Total For Human Resources</i>			<i>\$2,328.75</i>
BULLWHIP SAUSAGE INC - ALL DEPARTMENTS			\$2,328.75

CAMPBELL PET COMPANY

CAMPBELL PET COMPANY	Metro Animal Shelter	leashes	\$487.35
<i>CAMPBELL PET COMPANY - Total For Metro Animal Shelter</i>			<i>\$487.35</i>
CAMPBELL PET COMPANY - ALL DEPARTMENTS			\$487.35

CASPER AMC

CASPER AMC	Police Administration	canine vet care	\$354.85
<i>CASPER AMC - Total For Police Administration</i>			<i>\$354.85</i>
CASPER AMC - ALL DEPARTMENTS			\$354.85

CASPER AREA TRANSPOR

CASPER AREA TRANSPOR	CATC - CARES Act	March-April 2020 Cares act expenses less overp	\$93,255.83
<i>CASPER AREA TRANSPOR - Total For CATC - CARES Act</i>			<i>\$93,255.83</i>
CASPER AREA TRANSPOR	CATC - Operations	April 2020 Operating assistance	\$990.62
CASPER AREA TRANSPOR	CATC - Operations	April 2020 Covid 19 relief	\$36,210.73
<i>CASPER AREA TRANSPOR - Total For CATC - Operations</i>			<i>\$37,201.35</i>
CASPER AREA TRANSPOR - ALL DEPARTMENTS			\$130,457.18

CASPER FIRE EXTINGUI

CASPER FIRE EXTINGUI	Police Administration	recharge fire extinguishers	\$194.36
<i>CASPER FIRE EXTINGUI - Total For Police Administration</i>			<i>\$194.36</i>
CASPER FIRE EXTINGUI - ALL DEPARTMENTS			\$194.36

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Capital Projects Fund	2nd st railing painting ad for bids 20-013	\$485.88
CASPER STAR-TRIBUNE,	Capital Projects Fund	Armory park bike lane ad for bids 19-050	\$574.36
CASPER STAR-TRIBUNE,	Capital Projects Fund	Midwest ave- elm to walnut 18-066	\$830.84
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$1,891.08</i>
CASPER STAR-TRIBUNE,	City Clerk	Council minutes	\$1,609.00
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$1,609.00</i>
CASPER STAR-TRIBUNE,	Planning	notice planning and zoning	\$130.56
<i>CASPER STAR-TRIBUNE, - Total For Planning</i>			<i>\$130.56</i>
CASPER STAR-TRIBUNE,	Police Administration	April-June renewal account 156-00013000	\$109.00
<i>CASPER STAR-TRIBUNE, - Total For Police Administration</i>			<i>\$109.00</i>
CASPER STAR-TRIBUNE,	Traffic Control	Luminaire Services 16-008 ad for bid	\$545.92
<i>CASPER STAR-TRIBUNE, - Total For Traffic Control</i>			<i>\$545.92</i>
CASPER STAR-TRIBUNE,	Water Distribution	Ridgecrest Zone 2 and 3 ad 19-037	\$593.32
<i>CASPER STAR-TRIBUNE, - Total For Water Distribution</i>			<i>\$593.32</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$4,878.88

CASPER TIRE

CASPER TIRE	Refuse - Commercial	222271 Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$45.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$45.00

CASPER WINNELSON

CASPER WINNELSON	Buildings & Structures Fund	Solder 751	\$42.45
<i>CASPER WINNELSON - Total For Buildings & Structures Fund</i>			<i>\$42.45</i>
CASPER WINNELSON - ALL DEPARTMENTS			\$42.45

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Solid Waste	\$26.09
CASPER WINNELSON CO	Buildings & Structures Fund	Grease Interceptor for 19th Hole	\$358.04
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts at Solid Waste	\$85.70
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$469.83</i>
CASPER WINNELSON CO	Capital Projects Fund	Kitchen repair supplies for Senior Center	\$30.63
<i>CASPER WINNELSON CO - Total For Capital Projects Fund</i>			<i>\$30.63</i>
CASPER WINNELSON CO	Metro Animal Shelter	VC Comp Tank	\$223.02
<i>CASPER WINNELSON CO - Total For Metro Animal Shelter</i>			<i>\$223.02</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$723.48

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	May 2020 Wholesale water	546,952.75
<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			<i>\$546,952.75</i>
CENTRAL WY. REGIONAL	Water Revenue and Transfer	May 2020 Investment charges	\$43,370.00
<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			<i>\$43,370.00</i>
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$590,322.75

CENTRAL WYOMING HOSP

CENTRAL WYOMING HOSP	Capital Projects Fund	1% #16 Funding Central Wyoming	\$3,194.44
<i>CENTRAL WYOMING HOSP - Total For Capital Projects Fund</i>			<i>\$3,194.44</i>
CENTRAL WYOMING HOSP - ALL DEPARTMENTS			\$3,194.44

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Phone use acct. p-307-111-9950 456M	\$24.10
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$24.10</i>
CENTURYLINK	Balefill - Disposal & Landfill	Gas system analogue acct. 307-265-4035 606B	\$67.82
CENTURYLINK	Balefill - Disposal & Landfill	Phone use acct. p-307-111-9950 456M	\$77.53
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$145.35</i>
CENTURYLINK	Buildings & Structures Fund	Phone use acct. p-307-111-9950 456M	\$14.59
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$14.59</i>
CENTURYLINK	Cemetery	Phone use acct. p-307-111-9950 456M	\$14.59
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$14.59</i>

CENTURYLINK	City Attorney	Phone use acct. p-307-111-9950 456M	\$53.27
<i>CENTURYLINK - Total For City Attorney</i>			\$53.27
CENTURYLINK	City Council	Phone use acct. p-307-111-9950 456M	\$14.59
<i>CENTURYLINK - Total For City Council</i>			\$14.59
CENTURYLINK	City Hall	Phone use acct. 307-265-0955 140B	\$36.54
CENTURYLINK	City Hall	Phone use acct. p-307-111-9950 456M	\$9.67
<i>CENTURYLINK - Total For City Hall</i>			\$46.21
CENTURYLINK	City Manager	Phone use acct. p-307-111-9950 456M	\$33.93
<i>CENTURYLINK - Total For City Manager</i>			\$33.93
CENTURYLINK	Code Enforcement	Phone use acct. p-307-111-9950 456M	\$67.86
CENTURYLINK	Code Enforcement	p-307-234-6076 866M	\$65.08
<i>CENTURYLINK - Total For Code Enforcement</i>			\$132.94
CENTURYLINK	Customer Service	307-235-8290 915B	\$41.31
CENTURYLINK	Customer Service	Phone use acct. p-307-111-9950 456M	\$33.93
<i>CENTURYLINK - Total For Customer Service</i>			\$75.24
CENTURYLINK	Engineering	Phone use acct. p-307-111-9950 456M	\$67.86
<i>CENTURYLINK - Total For Engineering</i>			\$67.86
CENTURYLINK	Finance	Phone use acct. p-307-111-9950 456M	\$77.53
<i>CENTURYLINK - Total For Finance</i>			\$77.53
CENTURYLINK	Fire-EMS Administration	Phone use acct. p-307-111-9950 456M	\$96.88
CENTURYLINK	Fire-EMS Administration	Phone use acct. P-307-111-5104 106M	\$1,221.04
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			\$1,317.92
CENTURYLINK	Fleet Maintenance Fund	Phone use acct. p-307-111-9950 456M	\$62.95
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			\$62.95
CENTURYLINK	Ft. Caspar Museum	Phone use acct. p-307-111-9950 456M	\$14.59
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			\$14.59
CENTURYLINK	Golf - Operations	Phone use acct. p-307-111-9950 456M	\$14.59
<i>CENTURYLINK - Total For Golf - Operations</i>			\$14.59
CENTURYLINK	Hogadon - Operations	Phone use acct. p-307-111-9950 456M	\$48.36
<i>CENTURYLINK - Total For Hogadon - Operations</i>			\$48.36
CENTURYLINK	Human Resources	Phone use acct. p-307-111-9950 456M	\$24.26
<i>CENTURYLINK - Total For Human Resources</i>			\$24.26
CENTURYLINK	Ice Arena - Operations	Phone use acct. p-307-111-9950 456M	\$19.34
CENTURYLINK	Ice Arena - Operations	307-235-7540 740B	\$40.52
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$59.86
CENTURYLINK	Information Services	Phone use acct. p-307-111-9950 456M	\$77.53

<i>CENTURYLINK - Total For Information Services</i>			<i>\$77.53</i>
CENTURYLINK	Meter Services	Phone use acct. p-307-111-9950 456M	\$28.86
<i>CENTURYLINK - Total For Meter Services</i>			<i>\$28.86</i>
CENTURYLINK	Metro Animal Shelter	Phone use acct. p-307-111-9950 456M	\$14.59
CENTURYLINK	Metro Animal Shelter	307-235-8356 281B	\$40.52
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			<i>\$55.11</i>
CENTURYLINK	Municipal Court	Phone use acct. p-307-111-9950 456M	\$53.27
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$53.27</i>
CENTURYLINK	Parking Fund	p-307-111-5106 155M	\$126.10
<i>CENTURYLINK - Total For Parking Fund</i>			<i>\$126.10</i>
CENTURYLINK	Parks - Parks Maint.	Phone use acct. p-307-111-9950 456M	\$53.27
CENTURYLINK	Parks - Parks Maint.	Phone use acct. P-307-234-6734 889M	\$122.03
CENTURYLINK	Parks - Parks Maint.	Phone use acct. 307-237-7808 111B	\$48.40
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$223.70</i>
CENTURYLINK	Planning	Phone use acct. p-307-111-9950 456M	\$48.36
<i>CENTURYLINK - Total For Planning</i>			<i>\$48.36</i>
CENTURYLINK	Police Administration	Phone use acct. P-307-111-5103 060M	\$363.16
CENTURYLINK	Police Administration	Phone use acct. p-307-111-9950 456M	\$300.15
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$663.31</i>
CENTURYLINK	Public Safety Communication	307-432-1300 572B	\$491.50
CENTURYLINK	Public Safety Communication	Phone use acct. p-307-632-4759 643M	\$300.80
CENTURYLINK	Public Safety Communication	Phone use acct. p-307-111-9950 456M	\$9.67
CENTURYLINK	Public Safety Communication	Phone use acct. P-307-111-5107 160M	\$10,972.25
CENTURYLINK	Public Safety Communication	307-235-7592 537B	\$186.09
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,960.31</i>
CENTURYLINK	Rec Center - Operations	Phone use acct. p-307-111-9950 456M	\$38.69
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$38.69</i>
CENTURYLINK	Regional Water Operations	Phone use acct. p-307-111-9950 456M	\$19.34
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$19.34</i>
CENTURYLINK	Risk Management	Phone use acct. p-307-111-9950 456M	\$14.58
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$14.58</i>
CENTURYLINK	Sewer Wastewater Collection	Phone use acct. p-307-111-9950 456M	\$9.67
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$9.67</i>
CENTURYLINK	Streets	Phone use acct. p-307-111-9950 456M	\$33.93
CENTURYLINK	Streets	p-307-111-5105 138M	\$164.06
<i>CENTURYLINK - Total For Streets</i>			<i>\$197.99</i>

CENTURYLINK	Water Administration	p-307-234-3016 518M	\$195.24
CENTURYLINK	Water Administration	Phone use acct. p-307-111-9950 456M	\$19.34
<i>CENTURYLINK - Total For Water Administration</i>			<i>\$214.58</i>
CENTURYLINK	Water Distribution	307-235-7564 793B	\$40.52
CENTURYLINK	Water Distribution	Phone use acct. p-307-111-9950 456M	\$14.59
<i>CENTURYLINK - Total For Water Distribution</i>			<i>\$55.11</i>
CENTURYLINK	Water Tanks	307-235-7545 631B	\$54.02
<i>CENTURYLINK - Total For Water Tanks</i>			<i>\$54.02</i>
CENTURYLINK	WWTP Operations	Phone use acct. p-307-111-9950 456M	\$29.02
<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$29.02</i>
CENTURYLINK	WWTP Regional Interceptors	Phone use acct. p-307-234-3201 148M	\$1,779.65
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			<i>\$1,779.65</i>
CENTURYLINK - ALL DEPARTMENTS			\$17,891.93

CHEYENNE HOLIDAY INN

CHEYENNE HOLIDAY INN	City Council	Hotel rooms during WAM Winter Conference	\$576.00
<i>CHEYENNE HOLIDAY INN - Total For City Council</i>			<i>\$576.00</i>
CHEYENNE HOLIDAY INN	City Manager	Hotel rooms during WAM Winter Conference	\$192.00
<i>CHEYENNE HOLIDAY INN - Total For City Manager</i>			<i>\$192.00</i>
CHEYENNE HOLIDAY INN - ALL DEPARTMENTS			\$768.00

CHILDREN'S ADVOCACY

CHILDREN'S ADVOCACY	Capital Projects Fund	April 2020	\$2,904.44
CHILDREN'S ADVOCACY	Capital Projects Fund	1% #16 Funding Children's 5/2020	\$2,904.44
<i>CHILDREN'S ADVOCACY - Total For Capital Projects Fund</i>			<i>\$5,808.88</i>
CHILDREN'S ADVOCACY - ALL DEPARTMENTS			\$5,808.88

CITY OF CASPER

CITY OF CASPER	Balefill - Disposal & Landfill	Street sweeping	\$2,266.00
<i>CITY OF CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$2,266.00</i>
CITY OF CASPER	Hogadon - Operations	Annual Health Lic	\$100.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$100.00</i>
CITY OF CASPER	Metropolitan Planning Org	May 2020 GIS	\$6,211.87

CITY OF CASPER	Metropolitan Planning Org	GIS Jan- March 2020	\$1,425.60
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$7,637.47</i>
CITY OF CASPER	Parks - Parks Maint.	Balefill	\$107.25
CITY OF CASPER	Parks - Parks Maint.	Balefill	\$18.00
<i>CITY OF CASPER - Total For Parks - Parks Maint.</i>			<i>\$125.25</i>
CITY OF CASPER	Refuse - Residential	Balefill	\$19,759.08
CITY OF CASPER	Refuse - Residential	Balefill	\$6,891.63
CITY OF CASPER	Refuse - Residential	Balefill	\$303.96
CITY OF CASPER	Refuse - Residential	Balefill	\$8,483.34
CITY OF CASPER	Refuse - Residential	Balefill	\$6,892.44
CITY OF CASPER	Refuse - Residential	Balefill	\$7,351.14
CITY OF CASPER	Refuse - Residential	Balefill	\$7,944.27
CITY OF CASPER	Refuse - Residential	Balefill	\$7,048.71
CITY OF CASPER	Refuse - Residential	Balefill	\$6,453.54
CITY OF CASPER	Refuse - Residential	Balefill	\$7,015.71
CITY OF CASPER	Refuse - Residential	Balefill	\$6,815.13
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$84,958.95</i>
CITY OF CASPER	Regional Water Operations	Balefill	\$36.00
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$36.00</i>
CITY OF CASPER	Sewer Administration	Sewer	412,223.11
CITY OF CASPER	Sewer Administration	Sewer	412,223.11
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$824,446.22</i>
CITY OF CASPER	WWTP Operations	Balefill	\$1,982.31
CITY OF CASPER	WWTP Operations	Balefill	\$76.50
CITY OF CASPER	WWTP Operations	Balefill	\$68.34
CITY OF CASPER	WWTP Operations	Balefill	\$2,235.81
CITY OF CASPER	WWTP Operations	Balefill	\$1,461.84
CITY OF CASPER	WWTP Operations	Balefill	\$191.25
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$6,016.05</i>
CITY OF CASPER - ALL DEPARTMENTS			\$925,585.94

CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	222284 side load	\$743.38
CMI TECO, INC.	Refuse - Commercial	222271 repairs	\$3,039.74
CMI TECO, INC.	Refuse - Commercial	222283 repairs	\$632.02

CMI TECO, INC.	Refuse - Commercial	brake chamber	\$266.52
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$4,681.66</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$4,681.66

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Metro Animal Shelter	water for shelter	\$15.00
COCA COLA BOTTLING C	Metro Animal Shelter	water	\$7.75
COCA COLA BOTTLING C	Metro Animal Shelter	equip rent	\$30.50
<i>COCA COLA BOTTLING C - Total For Metro Animal Shelter</i>			<i>\$53.25</i>
COCA COLA BOTTLING C	Refuse - Residential	MISCELLANEOUS GENERAL MERCHANDISE STOR	\$31.75
<i>COCA COLA BOTTLING C - Total For Refuse - Residential</i>			<i>\$31.75</i>
COCA COLA BOTTLING C - ALL DEPARTMENTS			\$85.00

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Fire-EMS Administration	Installed Cradle Point	\$412.00
<i>COMMUNICATION TECHNO - Total For Fire-EMS Administration</i>			<i>\$412.00</i>
COMMUNICATION TECHNO	Fire-EMS Operations	Volume Knob	\$43.65
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			<i>\$43.65</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$455.65

COMTRONIX, INC.

COMTRONIX, INC.	Police Administration	alarm monitoring	\$150.00
<i>COMTRONIX, INC. - Total For Police Administration</i>			<i>\$150.00</i>
COMTRONIX, INC. - ALL DEPARTMENTS			\$150.00

CONVERGEONE

CONVERGEONE	Golf - Operations	Switch for Golf Shop	\$1,141.15
CONVERGEONE	Golf - Operations	Wall mount phone for 19th Hole	\$319.91
CONVERGEONE	Golf - Operations	MDM license for Time Clock	\$76.80
<i>CONVERGEONE - Total For Golf - Operations</i>			<i>\$1,537.86</i>
CONVERGEONE	Public Safety Communication	Viper system	\$29,361.43
<i>CONVERGEONE - Total For Public Safety Communications</i>			<i>\$29,361.43</i>
CONVERGEONE	Refuse - Residential	Mobile Device Management Licenses	\$460.80

CONVERGEONE - Total For Refuse - Residential \$460.80

CONVERGEONE - ALL DEPARTMENTS \$31,360.09

COURT APPOINTED SPEC

COURT APPOINTED SPEC Capital Projects Fund 1% #16 Funding Court Appointed 4/2020 \$324.00
COURT APPOINTED SPEC Capital Projects Fund 1% #16 Funding Court Appointed \$972.25

COURT APPOINTED SPEC - Total For Capital Projects Fund \$1,296.25

COURT APPOINTED SPEC - ALL DEPARTMENTS \$1,296.25

COURTYARD BY MARRIOT

COURTYARD BY MARRIOT Police Administration pre hire recruitment trip \$104.22

COURTYARD BY MARRIOT - Total For Police Administration \$104.22

COURTYARD BY MARRIOT - ALL DEPARTMENTS \$104.22

CPS DISTRIBUTORS

CPS DISTRIBUTORS Capital Projects Fund Irrigation repair soccer 11 \$10.72
CPS DISTRIBUTORS Capital Projects Fund Irrigation Repair Soccer \$28.62
CPS DISTRIBUTORS Capital Projects Fund Tools for irrigation crews \$271.35
CPS DISTRIBUTORS Capital Projects Fund Irrigation repair Soccer \$33.10
CPS DISTRIBUTORS Capital Projects Fund Irrigation repair Lifesteps \$141.53
CPS DISTRIBUTORS Capital Projects Fund Irrigation repair 2nd street \$191.41

CPS DISTRIBUTORS - Total For Capital Projects Fund \$676.73

CPS DISTRIBUTORS Golf - Operations Slip fixes and couplings and T's 2" irrigation bre \$60.24

CPS DISTRIBUTORS - Total For Golf - Operations \$60.24

CPS DISTRIBUTORS Parks - Parks Maint. Irrigation repair soccer \$70.80

CPS DISTRIBUTORS Parks - Parks Maint. Irrigation repair balefill \$5.12

CPS DISTRIBUTORS Parks - Parks Maint. Controller expansion \$70.09

CPS DISTRIBUTORS Parks - Parks Maint. Irrigation repair Mike Sedar North \$30.27

CPS DISTRIBUTORS Parks - Parks Maint. Irrigation Repair Soccer 2 \$33.10

CPS DISTRIBUTORS Parks - Parks Maint. Irrigation repair Soccer \$38.56

CPS DISTRIBUTORS Parks - Parks Maint. Irrigation repair Dallason \$9.08

CPS DISTRIBUTORS - Total For Parks - Parks Maint. \$257.02

CPS DISTRIBUTORS Refuse - Residential CONSTRUCTION MATERIALS \$116.54

<i>CPS DISTRIBUTORS - Total For Refuse - Residential</i>	<i>\$116.54</i>
CPS DISTRIBUTORS - ALL DEPARTMENTS	\$1,110.53

CPU IIT

CPU IIT	Balefill - Disposal & Landfill	PHONE HEAD SET	\$249.99
<i>CPU IIT - Total For Balefill - Disposal & Landfill</i>			<i>\$249.99</i>
CPU IIT	Fire-EMS Administration	Webcam	\$109.00
<i>CPU IIT - Total For Fire-EMS Administration</i>			<i>\$109.00</i>
CPU IIT	Parks - Parks Maint.	Web cams for Tim and Randy	\$88.50
CPU IIT	Parks - Parks Maint.	Web cams for Tim and Randy	\$20.50
<i>CPU IIT - Total For Parks - Parks Maint.</i>			<i>\$109.00</i>
CPU IIT	Police Administration	Technology Items (computers, software, and ne	\$1,080.88
CPU IIT	Police Administration	Technology Items (computers, software, and ne	\$2,194.52
<i>CPU IIT - Total For Police Administration</i>			<i>\$3,275.40</i>
CPU IIT	Public Safety Communication	monitor	\$169.00
<i>CPU IIT - Total For Public Safety Communications</i>			<i>\$169.00</i>
CPU IIT	Risk Management	3 tablets for Risk Management/ADA Compliance	\$2,468.98
<i>CPU IIT - Total For Risk Management</i>			<i>\$2,468.98</i>
CPU IIT	Weed & Pest Fund	Web cams for Tim and Randy	\$109.00
<i>CPU IIT - Total For Weed & Pest Fund</i>			<i>\$109.00</i>
CPU IIT - ALL DEPARTMENTS			\$6,490.37

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Capital Projects Fund	light switch	\$11.14
<i>CRUM ELECTRIC SUPPLY - Total For Capital Projects Fund</i>			<i>\$11.14</i>
CRUM ELECTRIC SUPPLY	Regional Water Operations	Fuses for Wells	\$25.50
<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			<i>\$25.50</i>
CRUM ELECTRIC SUPPLY	Sewer Wastewater Collection	wire for begonia lift station	\$74.48
CRUM ELECTRIC SUPPLY	Sewer Wastewater Collection	electrical parts for Begonia panel relocation	\$198.91
<i>CRUM ELECTRIC SUPPLY - Total For Sewer Wastewater Collection</i>			<i>\$273.39</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$310.03

DAIRY QUEEN #13245

DAIRY QUEEN #13245	Police Administration	deputy funeral in idaho	\$21.38
<i>DAIRY QUEEN #13245 - Total For Police Administration</i>			<i>\$21.38</i>
DAIRY QUEEN #13245 - ALL DEPARTMENTS			\$21.38

DAKOTA FENCE COMPANY

DAKOTA FENCE COMPANY	Traffic Control	HIP material for sign making	\$1,734.57
DAKOTA FENCE COMPANY	Traffic Control	Aluminum blank order for sign making	\$1,466.33
DAKOTA FENCE COMPANY	Traffic Control	Banding material and transfer paper for sign ma	\$1,084.07
<i>DAKOTA FENCE COMPANY - Total For Traffic Control</i>			<i>\$4,284.97</i>
DAKOTA FENCE COMPANY - ALL DEPARTMENTS			\$4,284.97

DANA KEPNER CO.

DANA KEPNER CO.	Capital Projects Fund	Irrigation repair Yellowstone	\$129.78
DANA KEPNER CO.	Capital Projects Fund	Irrigation repair soccer 11	\$208.26
<i>DANA KEPNER CO. - Total For Capital Projects Fund</i>			<i>\$338.04</i>
DANA KEPNER CO.	Water Distribution	PIPE, BENDS, BOLTS/GASKETS/NUTS	\$415.50
<i>DANA KEPNER CO. - Total For Water Distribution</i>			<i>\$415.50</i>
DANA KEPNER CO. - ALL DEPARTMENTS			\$753.54

DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	Weed & Pest Fund	May investment fees	\$3,886.88
<i>DAVIDSON FIXED INCOM - Total For Weed & Pest Fund</i>			<i>\$3,886.88</i>
DAVIDSON FIXED INCOM - ALL DEPARTMENTS			\$3,886.88

DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Golf - Operations	Construction project - not building related	\$5,359.00
<i>DAVIDSON MECHANICAL, - Total For Golf - Operations</i>			<i>\$5,359.00</i>
DAVIDSON MECHANICAL, - ALL DEPARTMENTS			\$5,359.00

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Capital Projects Fund	Irrigation stock purchase, nozzles etc	\$208.25
DBC IRRIGATION SUPPL	Capital Projects Fund	Irrigation Repair Soccer	\$21.94

DBC IRRIGATION SUPPL	Capital Projects Fund	Irrigation repair CY & Poplar	\$603.96
DBC IRRIGATION SUPPL	Capital Projects Fund	Soccer field Irrigation Repair	\$244.98
<i>DBC IRRIGATION SUPPL - Total For Capital Projects Fund</i>			<i>\$1,079.13</i>
DBC IRRIGATION SUPPL	Cemetery	INDUSTRIAL SUPPLIES NOT DBC DISTRIBUTERS	\$148.89
DBC IRRIGATION SUPPL	Cemetery	INDUSTRIAL SUPPLIES DBC NEW PHASE IRRIGAT	\$750.08
<i>DBC IRRIGATION SUPPL - Total For Cemetery</i>			<i>\$898.97</i>
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Lansing field Irr.	\$209.75
<i>DBC IRRIGATION SUPPL - Total For Parks - Athletic Maint.</i>			<i>\$209.75</i>
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation Highland 3	\$11.17
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Highland 3	\$20.75
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Washington Ballfield	\$6.29
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Susie McMurry	\$6.00
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair North Mike Sedar	\$65.23
<i>DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.</i>			<i>\$109.44</i>
DBC IRRIGATION SUPPL	Weed & Pest Fund	Soccer Field Irrigation Heads	\$641.47
<i>DBC IRRIGATION SUPPL - Total For Weed & Pest Fund</i>			<i>\$641.47</i>
DBC IRRIGATION SUPPL - ALL DEPARTMENTS			\$2,938.76

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	City Council	SANITIZER-COVID 19	\$848.60
DECKER AUTO GLASS, I	City Council	DISINFECTANT COVID 19	\$33.61
<i>DECKER AUTO GLASS, I - Total For City Council</i>			<i>\$882.21</i>
DECKER AUTO GLASS, I - ALL DEPARTMENTS			\$882.21

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Tecumseh overload 580	\$31.44
DENNIS SUPPLY CO.	Buildings & Structures Fund	Fieldpiece electronic handle 101575	\$38.45
DENNIS SUPPLY CO.	Buildings & Structures Fund	Calgon Nickel bottle 1000	\$19.48
DENNIS SUPPLY CO.	Buildings & Structures Fund	Oval run capacitor 905	\$3.32
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$92.69</i>
DENNIS SUPPLY CO.	Capital Projects Fund	Refrigerant gas 106145	\$181.25
DENNIS SUPPLY CO.	Capital Projects Fund	Refrigerant gas 106145	\$181.25
DENNIS SUPPLY CO.	Capital Projects Fund	Air filter, coupling	\$65.40
<i>DENNIS SUPPLY CO. - Total For Capital Projects Fund</i>			<i>\$427.90</i>

DENNIS SUPPLY CO. - ALL DEPARTMENTS**\$520.59****DESERT MTN. CORP.**

DESERT MTN. CORP. Streets Ice slicer \$4,097.25

DESERT MTN. CORP. - Total For Streets \$4,097.25**DESERT MTN. CORP. - ALL DEPARTMENTS****\$4,097.25****DIAMOND VOGEL PAINTS**

DIAMOND VOGEL PAINTS Buildings & Structures Fund puritan pine wiping 105330 \$14.39

DIAMOND VOGEL PAINTS Buildings & Structures Fund misc. supplies 101575 \$2,344.51

DIAMOND VOGEL PAINTS - Total For Buildings & Structures Fund \$2,358.90**DIAMOND VOGEL PAINTS - ALL DEPARTMENTS****\$2,358.90****DOOLEY ENTERPRISES I**

DOOLEY ENTERPRISES I Police Administration 223 55gr Full metal \$2,384.00

DOOLEY ENTERPRISES I - Total For Police Administration \$2,384.00**DOOLEY ENTERPRISES I - ALL DEPARTMENTS****\$2,384.00****DOORWAYS OF WYOMING**

DOORWAYS OF WYOMING Buildings & Structures Fund Replacement Doors for Hogadon Shop \$1,015.00

DOORWAYS OF WYOMING - Total For Buildings & Structures Fund \$1,015.00**DOORWAYS OF WYOMING - ALL DEPARTMENTS****\$1,015.00****DPC INDUSTRIES, INC.**

DPC INDUSTRIES, INC. Regional Water Operations NaHypo \$6,430.10

DPC INDUSTRIES, INC. Regional Water Operations NaHypo \$6,430.10

DPC INDUSTRIES, INC. - Total For Regional Water Operations \$12,860.20**DPC INDUSTRIES, INC. - ALL DEPARTMENTS****\$12,860.20****DTV DIRECTV SERVICE**

DTV DIRECTV SERVICE Public Safety Communication dispatch cable access \$90.99

<i>DTV DIRECTV SERVICE - Total For Public Safety Communications</i>	<i>\$90.99</i>
DTV DIRECTV SERVICE - ALL DEPARTMENTS	\$90.99

EMERGENCY MEDICAL DI

EMERGENCY MEDICAL DI	Fire-EMS Administration	May 2020 Medical Director	\$899.40
<i>EMERGENCY MEDICAL DI - Total For Fire-EMS Administration</i>			<i>\$899.40</i>
EMERGENCY MEDICAL DI - ALL DEPARTMENTS			\$899.40

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Boot Reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool Allotment	\$71.84
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$221.84</i>
EMPLOYEE REIMBURSEME	Golf - Operations	Reimburse work clothing	\$99.70
<i>EMPLOYEE REIMBURSEME - Total For Golf - Operations</i>			<i>\$99.70</i>
EMPLOYEE REIMBURSEME	Human Resources	Tuition Reimbursement	\$1,088.42
<i>EMPLOYEE REIMBURSEME - Total For Human Resources</i>			<i>\$1,088.42</i>
EMPLOYEE REIMBURSEME	Information Services	Windows 10 class	\$165.00
<i>EMPLOYEE REIMBURSEME - Total For Information Services</i>			<i>\$165.00</i>
EMPLOYEE REIMBURSEME	Water Distribution	Boot reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Water Distribution	clothing reimbursement	\$17.87
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$167.87</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$1,742.83

ENERGY LABORATORIES

ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test BCT Airport	\$27.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
ENERGY LABORATORIES	Regional Water Operations	Lab Test BCT	\$22.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$511.00</i>
ENERGY LABORATORIES	Water Tanks	TESTING	\$27.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$54.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$27.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$27.00

ENERGY LABORATORIES	Water Tanks	TESTING	\$352.00
ENERGY LABORATORIES	Water Tanks	TESTING	\$330.00
<i>ENERGY LABORATORIES - Total For Water Tanks</i>			<i>\$817.00</i>
ENERGY LABORATORIES	WWTP Pretreatment	TESTING	\$152.00
ENERGY LABORATORIES	WWTP Pretreatment	TESTING LABORATORIES	\$50.00
<i>ENERGY LABORATORIES - Total For WWTP Pretreatment</i>			<i>\$202.00</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$1,530.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital Projects Fund	Hogadon Air Conditioning Engin	\$200.00
ENGINEERING DESIGN A	Capital Projects Fund	Design of Athletic Fields Ligh	\$375.00
ENGINEERING DESIGN A	Capital Projects Fund	Design - Metro Kennel HVAC	\$662.50
ENGINEERING DESIGN A	Capital Projects Fund	HVAC Design/CA at Aquatics and	\$500.00
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$1,737.50</i>
ENGINEERING DESIGN A - ALL DEPARTMENTS			\$1,737.50

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$31.11
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$32.50
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$30.41
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$94.02</i>
EXXONMOBIL	Police Administration	deputy funeral in idaho	\$15.05
<i>EXXONMOBIL - Total For Police Administration</i>			<i>\$15.05</i>
EXXONMOBIL - ALL DEPARTMENTS			\$109.07

FACEBK EFHZQTAKH2

FACEBK EFHZQTAKH2	Sewer Stormwater	ADVERTISING SERVICES	\$74.30
<i>FACEBK EFHZQTAKH2 - Total For Sewer Stormwater</i>			<i>\$74.30</i>
FACEBK EFHZQTAKH2	Sewer Wastewater Collection	ADVERTISING SERVICES	\$43.31
<i>FACEBK EFHZQTAKH2 - Total For Sewer Wastewater Collection</i>			<i>\$43.31</i>
FACEBK EFHZQTAKH2 - ALL DEPARTMENTS			\$117.61

FACEBK FCB4QVEKH2

FACEBK FCB4QVEKH2	Balefill - Disposal & Landfill	ADVERTISING SERVICES	\$13.05
<i>FACEBK FCB4QVEKH2 - Total For Balefill - Disposal & Landfill</i>			<i>\$13.05</i>
FACEBK FCB4QVEKH2 - ALL DEPARTMENTS			\$13.05

FALCON ENVIRONMENTAL

FALCON ENVIRONMENTAL	WWTP Operations	Wemco self primer pump; WSP34A60-B 3" pum	\$4,065.00
<i>FALCON ENVIRONMENTAL - Total For WWTP Operations</i>			<i>\$4,065.00</i>
FALCON ENVIRONMENTAL - ALL DEPARTMENTS			\$4,065.00

FARMER BROTHERS CO

FARMER BROTHERS CO	Balefill - Disposal & Landfill	coffee supplies	\$77.26
<i>FARMER BROTHERS CO - Total For Balefill - Disposal & Landfill</i>			<i>\$77.26</i>
FARMER BROTHERS CO - ALL DEPARTMENTS			\$77.26

FEDEX 93514456

FEDEX 93514456	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$24.55
<i>FEDEX 93514456 - Total For Police Administration</i>			<i>\$24.55</i>
FEDEX 93514456 - ALL DEPARTMENTS			\$24.55

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Refuse - Commercial	PLUMBING & HEATING EQUIPMENT AND SUPPL	\$94.29
<i>FERGUSON ENTERPRISES - Total For Refuse - Commercial</i>			<i>\$94.29</i>
FERGUSON ENTERPRISES	Regional Water Operations	RW Bathroom parts	\$33.58
FERGUSON ENTERPRISES	Regional Water Operations	RW bathroom parts	\$9.39
<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>			<i>\$42.97</i>
FERGUSON ENTERPRISES	Sewer Wastewater Collection	Manhole key	\$43.38
<i>FERGUSON ENTERPRISES - Total For Sewer Wastewater Collection</i>			<i>\$43.38</i>
FERGUSON ENTERPRISES	Water Tanks	CHLORINE CREDIT	(\$586.50)
FERGUSON ENTERPRISES	Water Tanks	CHLORINE	\$586.50
FERGUSON ENTERPRISES	Water Tanks	CHLORINE	\$117.30
<i>FERGUSON ENTERPRISES - Total For Water Tanks</i>			<i>\$117.30</i>
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$297.94

FIREFIGHTERS OF NATR

FIREFIGHTERS OF NATR	Fire-EMS Administration	Interagency dispatch center	\$166.66
<i>FIREFIGHTERS OF NATR - Total For Fire-EMS Administration</i>			<i>\$166.66</i>
FIREFIGHTERS OF NATR - ALL DEPARTMENTS			\$166.66

FIRST DATA MERCHANT

FIRST DATA MERCHANT	Police Administration	April 2020	\$22.85
<i>FIRST DATA MERCHANT - Total For Police Administration</i>			<i>\$22.85</i>
FIRST DATA MERCHANT - ALL DEPARTMENTS			\$22.85

FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Shelter	canine vaccines	\$1,800.00
<i>FIRST VETERINARY SUP - Total For Metro Animal Shelter</i>			<i>\$1,800.00</i>
FIRST VETERINARY SUP - ALL DEPARTMENTS			\$1,800.00

FOWELS CUSTOM BUILT

FOWELS CUSTOM BUILT	Golf - Operations	refurbish tables	\$3,000.00
FOWELS CUSTOM BUILT	Golf - Operations	refurbish tables	\$1,815.00
<i>FOWELS CUSTOM BUILT - Total For Golf - Operations</i>			<i>\$4,815.00</i>
FOWELS CUSTOM BUILT - ALL DEPARTMENTS			\$4,815.00

FRONTLINE FIRE PROTE

FRONTLINE FIRE PROTE	Buildings & Structures Fund	Station 6 inspection	\$380.00
FRONTLINE FIRE PROTE	Buildings & Structures Fund	Station 5 sprinkler system	\$380.00
FRONTLINE FIRE PROTE	Buildings & Structures Fund	Station 3 inspection	\$365.00
FRONTLINE FIRE PROTE	Buildings & Structures Fund	Station 2 Fire sprinkler inspecetion	\$380.00
<i>FRONTLINE FIRE PROTE - Total For Buildings & Structures Fund</i>			<i>\$1,505.00</i>
FRONTLINE FIRE PROTE - ALL DEPARTMENTS			\$1,505.00

FUGRO USA LAND INC

FUGRO USA LAND INC	Metropolitan Planning Org	Aerial Flight Project	\$37,737.00
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FUGRO USA LAND INC	Metropolitan Planning Org	Aerial Flight Project	\$4,410.33
<i>FUGRO USA LAND INC - Total For Metropolitan Planning Org</i>			<i>\$42,147.33</i>
FUGRO USA LAND INC - ALL DEPARTMENTS			\$42,147.33

GALLS, INC.

GALLS, INC.	Police Administration	mens duty shirt	\$66.65
<i>GALLS, INC. - Total For Police Administration</i>			<i>\$66.65</i>
GALLS, INC. - ALL DEPARTMENTS			\$66.65

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Casper Events Center Fund	June 2020 net loss funding	\$82,909.91
<i>GLOBAL SPECTRUM L.P. - Total For Casper Events Center Fund</i>			<i>\$82,909.91</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$82,909.91

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Phase 2 permit mod	\$2,097.50
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Tier 2 NMOC testing 19-064	\$3,175.20
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	5 Year closed balefill	\$20,230.30
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill</i>			<i>\$25,503.00</i>
GOLDER ASSOCIATES - ALL DEPARTMENTS			\$25,503.00

GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Safety Training	\$95.00
<i>GOLF SAFETY - Total For Weed & Pest Fund</i>			<i>\$95.00</i>
GOLF SAFETY - ALL DEPARTMENTS			\$95.00

GRAINGER, INC.

GRAINGER, INC.	Balefill - Disposal & Landfill	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$228.08
GRAINGER, INC.	Balefill - Disposal & Landfill	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLASSI	\$350.66
<i>GRAINGER, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$578.74</i>
GRAINGER, INC.	Buildings & Structures Fund	MEtro Fan motor	\$92.61
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$92.61</i>

GRAINGER, INC.	Water Distribution	Cone & gauge	\$163.00
<i>GRAINGER, INC. - Total For Water Distribution</i>			<i>\$163.00</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$834.35

GRANITE PEAK PUMP

GRANITE PEAK PUMP	Golf - Operations	Misc supplies, labor	\$1,266.78
<i>GRANITE PEAK PUMP - Total For Golf - Operations</i>			<i>\$1,266.78</i>
GRANITE PEAK PUMP - ALL DEPARTMENTS			\$1,266.78

GRAVES CONSULTING

GRAVES CONSULTING	Human Resources	Classification and Compensation	\$9,000.00
<i>GRAVES CONSULTING - Total For Human Resources</i>			<i>\$9,000.00</i>
GRAVES CONSULTING - ALL DEPARTMENTS			\$9,000.00

GUS GLOBALSTAR USA

GUS GLOBALSTAR USA	Public Safety Communication command bus service		\$367.99
<i>GUS GLOBALSTAR USA - Total For Public Safety Communications</i>			<i>\$367.99</i>
GUS GLOBALSTAR USA - ALL DEPARTMENTS			\$367.99

HAJOCA KEENAN SUPP

HAJOCA KEENAN SUPP	WWTP Operations	Expansion joints	\$990.00
<i>HAJOCA KEENAN SUPP - Total For WWTP Operations</i>			<i>\$990.00</i>
HAJOCA KEENAN SUPP - ALL DEPARTMENTS			\$990.00

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Ice Arena - Operations	Ratchet Straps	\$48.96
<i>HARBOR FREIGHT TOOLS - Total For Ice Arena - Operations</i>			<i>\$48.96</i>
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$48.96

HIGH PLAINS CONSTRUC

HIGH PLAINS CONSTRUC	Water Tanks	CY Booster Station Replacement	513,034.40
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HIGH PLAINS CONSTRUC - Total For Water Tanks \$513,034.40

HIGH PLAINS CONSTRUC - ALL DEPARTMENTS \$513,034.40

HITEK COMMUNICATIONS

HITEK COMMUNICATIONS Balefill - Disposal & Landfill PTZ camera for landfill \$5,168.00

HITEK COMMUNICATIONS - Total For Balefill - Disposal & Landfill \$5,168.00

HITEK COMMUNICATIONS - ALL DEPARTMENTS \$5,168.00

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC Fleet Maintenance Fund Stock 02/CGF \$14,651.85

HOMAX OIL SALES, INC Fleet Maintenance Fund Stock 01/CGF \$12,524.26

HOMAX OIL SALES, INC Fleet Maintenance Fund Stock 01/F1 \$9,953.44

HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund \$37,129.55

HOMAX OIL SALES, INC Golf - Operations Fuel \$1,464.66

HOMAX OIL SALES, INC - Total For Golf - Operations \$1,464.66

HOMAX OIL SALES, INC Water Distribution Fuel \$2,923.96

HOMAX OIL SALES, INC - Total For Water Distribution \$2,923.96

HOMAX OIL SALES, INC - ALL DEPARTMENTS \$41,518.17

HOMEDEPOT.COM

HOMEDEPOT.COM Golf - Operations 19th Hole lighting \$299.70

HOMEDEPOT.COM Golf - Operations Light fixtures \$394.40

HOMEDEPOT.COM Golf - Operations 19th Hole lighting \$342.90

HOMEDEPOT.COM Golf - Operations Light Bulbs \$181.17

HOMEDEPOT.COM Golf - Operations 19th Hole lighting \$956.84

HOMEDEPOT.COM - Total For Golf - Operations \$2,175.01

HOMEDEPOT.COM - ALL DEPARTMENTS \$2,175.01

HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO. Water Distribution Backhoe bucket cutting edge \$219.88

HONNEN EQUIPMENT CO. - Total For Water Distribution \$219.88

HONNEN EQUIPMENT CO. - ALL DEPARTMENTS \$219.88

HOSE & RUBBER

HOSE & RUBBER	Water Distribution	HOSES FOR PRESSURE PUMP & WATER TRAILER	\$32.67
<i>HOSE & RUBBER - Total For Water Distribution</i>			<i>\$32.67</i>
HOSE & RUBBER - ALL DEPARTMENTS			\$32.67

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Parks - Urban Forestry	Fitting for Water Trailer Hose	\$10.53
<i>HOSE & RUBBER SUPPLY - Total For Parks - Urban Forestry</i>			<i>\$10.53</i>
HOSE & RUBBER SUPPLY	Refuse - Commercial	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$310.60
HOSE & RUBBER SUPPLY	Refuse - Commercial	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$22.08
<i>HOSE & RUBBER SUPPLY - Total For Refuse - Commercial</i>			<i>\$332.68</i>
HOSE & RUBBER SUPPLY	WWTP Operations	Hose ends	\$7.42
<i>HOSE & RUBBER SUPPLY - Total For WWTP Operations</i>			<i>\$7.42</i>
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$350.63

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Water Distribution	HYDRAHAMMER FIBRECORE	\$192.00
<i>HOWARD SUPPLY COMPAN - Total For Water Distribution</i>			<i>\$192.00</i>
HOWARD SUPPLY COMPAN - ALL DEPARTMENTS			\$192.00

IMLA

IMLA	City Attorney	CIVIC, SOCIAL AND FRATERNAL ASSOCIATIONS	\$199.00
<i>IMLA - Total For City Attorney</i>			<i>\$199.00</i>
IMLA - ALL DEPARTMENTS			\$199.00

INNOVATIVE DATA ACQU

INNOVATIVE DATA ACQU	Metropolitan Planning Org	MPO FY2020 Traffic Counts	\$28,170.00
<i>INNOVATIVE DATA ACQU - Total For Metropolitan Planning Org</i>			<i>\$28,170.00</i>
INNOVATIVE DATA ACQU - ALL DEPARTMENTS			\$28,170.00

INTERSTATE ALL BATTE

INTERSTATE ALL BATTE	Balefill - Disposal & Landfill	BATTERY EMER LIGHT CESQG DESK BATTERY FO	\$75.00
<i>INTERSTATE ALL BATTE - Total For Balefill - Disposal & Landfill</i>			\$75.00
INTERSTATE ALL BATTE - ALL DEPARTMENTS			\$75.00

INT'L CODE COUNCIL I

INT'L CODE COUNCIL I	Fire-EMS Operations	ICC Fire Code Subscriptions	\$153.75
INT'L CODE COUNCIL I	Fire-EMS Operations	ICC Fire Code Subscription	\$153.75
<i>INT'L CODE COUNCIL I - Total For Fire-EMS Operations</i>			\$307.50
INT'L CODE COUNCIL I - ALL DEPARTMENTS			\$307.50

INTUIT, INC.

INTUIT, INC.	Balefill - Diversion & Special	GAS WEED EATER	\$797.97
INTUIT, INC.	Balefill - Diversion & Special	CROSLEY CLEANING	\$650.00
<i>INTUIT, INC. - Total For Balefill - Diversion & Special</i>			\$1,447.97
INTUIT, INC.	Buildings & Structures Fund	Suit dryer repair parts for Aquatics Center	\$99.60
INTUIT, INC.	Buildings & Structures Fund	Suit Dryer repair parts for Aquatics Center	\$99.60
<i>INTUIT, INC. - Total For Buildings & Structures Fund</i>			\$199.20
INTUIT, INC.	Fire-EMS Administration	Clean Kitchen Exhaust Station 3	\$550.00
INTUIT, INC.	Fire-EMS Administration	Clean Kitchen Exhaust at Station 2	\$550.00
<i>INTUIT, INC. - Total For Fire-EMS Administration</i>			\$1,100.00
INTUIT, INC. - ALL DEPARTMENTS			\$2,747.17

JERSEY MIKES ONLINE

JERSEY MIKES ONLINE	Police Grants Fund	meth conference lunch meeting	\$31.23
<i>JERSEY MIKES ONLINE - Total For Police Grants Fund</i>			\$31.23
JERSEY MIKES ONLINE - ALL DEPARTMENTS			\$31.23

JOHNNY APPLESEED, IN

JOHNNY APPLESEED, IN	Parks - Special Areas	FLORISTS SUPPLIES,NURSERY STOCK & FLOWER	\$216.56
<i>JOHNNY APPLESEED, IN - Total For Parks - Special Areas</i>			\$216.56
JOHNNY APPLESEED, IN	Planning	FLORISTS SUPPLIES,NURSERY STOCK & FLOWER	\$746.51
<i>JOHNNY APPLESEED, IN - Total For Planning</i>			\$746.51

JOHNNY APPLESEED, IN - ALL DEPARTMENTS**\$963.07****KNIFE RIVER/JTL**

KNIFE RIVER/JTL	Capital Projects Fund	21 street and shattuck sewer 19-040 retainage	\$3,134.50
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<i>KNIFE RIVER/JTL - Total For Capital Projects Fund</i>			\$3,134.50
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KNIFE RIVER/JTL	Streets	patch truck	\$232.58
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<i>KNIFE RIVER/JTL - Total For Streets</i>			\$232.58
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KNIFE RIVER/JTL	Water Distribution	Conwell st naturals	\$337.26
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KNIFE RIVER/JTL	Water Distribution	Conwell st base	\$3,053.87
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KNIFE RIVER/JTL	Water Distribution	Conwell st.	\$2,003.10
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KNIFE RIVER/JTL	Water Distribution	Conwell st	\$503.07
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KNIFE RIVER/JTL	Water Distribution	Conwell st.	\$456.72
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KNIFE RIVER/JTL	Water Distribution	Conwell st. naturals	\$429.11
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KNIFE RIVER/JTL	Water Distribution	conwell st	\$563.31
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<i>KNIFE RIVER/JTL - Total For Water Distribution</i>			\$7,346.44
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KNIFE RIVER/JTL - ALL DEPARTMENTS**\$10,713.52****KWIK TRIP 166000016**

KWIK TRIP 166000016	Police Administration	pre hire recruitment trip	\$24.38
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<i>KWIK TRIP 166000016 - Total For Police Administration</i>			\$24.38
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KWIK TRIP 166000016 - ALL DEPARTMENTS**\$24.38****L.N. CURTIS & SONS I**

L.N. CURTIS & SONS I	Fire-EMS Operations	Structural Boots	\$8,132.00
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<i>L.N. CURTIS & SONS I - Total For Fire-EMS Operations</i>			\$8,132.00
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L.N. CURTIS & SONS I - ALL DEPARTMENTS**\$8,132.00****LAIRD PLASTICS**

LAIRD PLASTICS	Traffic Control	Decorative globes for City owned luminaires	\$4,516.00
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<i>LAIRD PLASTICS - Total For Traffic Control</i>			\$4,516.00
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LAIRD PLASTICS - ALL DEPARTMENTS**\$4,516.00**

LAW OFFICE OF HAMPTO

LAW OFFICE OF HAMPTO	City Manager	May 2020 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

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	City Council	Covid disinfect	\$395.00
<i>LISA'S SPIC N SPAN - Total For City Council</i>			<i>\$395.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$395.00

LL JOHNSON DIST CO

LL JOHNSON DIST CO	Parks - Parks Maint.	Maryuma Backpack Blower	\$527.31
<i>LL JOHNSON DIST CO - Total For Parks - Parks Maint.</i>			<i>\$527.31</i>
LL JOHNSON DIST CO	Weed & Pest Fund	Maryuma Backpack Blower	\$527.31
<i>LL JOHNSON DIST CO - Total For Weed & Pest Fund</i>			<i>\$527.31</i>
LL JOHNSON DIST CO - ALL DEPARTMENTS			\$1,054.62

LOAF N JUG #0136

LOAF N JUG #0136	Police Administration	deputy funeral in idaho	\$9.64
LOAF N JUG #0136	Police Administration	deputy funeral in idaho	\$7.06
<i>LOAF N JUG #0136 - Total For Police Administration</i>			<i>\$16.70</i>
LOAF N JUG #0136 - ALL DEPARTMENTS			\$16.70

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Buildings & Structures Fund	Electric strike	\$852.98
LONG BUILDING TECHNO	Buildings & Structures Fund	Duct averaging temp. sensor 10591 105899	\$1,065.34
<i>LONG BUILDING TECHNO - Total For Buildings & Structures Fund</i>			<i>\$1,918.32</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$1,918.32

LUBRICATION ENGINEER

LUBRICATION ENGINEER	WWTP Operations	Lubricant	\$459.63
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<i>LUBRICATION ENGINEER - Total For WWTP Operations</i>			<i>\$459.63</i>
LUBRICATION ENGINEER - ALL DEPARTMENTS			\$459.63
MARRIOTT SALT LAKE C			
MARRIOTT SALT LAKE C	Police Administration	credit for room	(\$113.82)
MARRIOTT SALT LAKE C	Police Administration	pre hire background trip	\$113.82
<i>MARRIOTT SALT LAKE C - Total For Police Administration</i>			<i>\$0.00</i>
MARRIOTT SALT LAKE C - ALL DEPARTMENTS			\$0.00
MAVERIK #578			
MAVERIK #578	Police Administration	deputy funeral in idaho	\$11.81
<i>MAVERIK #578 - Total For Police Administration</i>			<i>\$11.81</i>
MAVERIK #578 - ALL DEPARTMENTS			\$11.81
MCMURRY READY MIX CO			
MCMURRY READY MIX CO	Water Distribution	7th and conwell	\$216.50
<i>MCMURRY READY MIX CO - Total For Water Distribution</i>			<i>\$216.50</i>
MCMURRY READY MIX CO - ALL DEPARTMENTS			\$216.50
MENARDS CASPER WY			
MENARDS CASPER WY	Balefill - Disposal & Landfill	PLANTERS, HOSES, DRIP SYSTEM	\$175.17
<i>MENARDS CASPER WY - Total For Balefill - Disposal & Landfill</i>			<i>\$175.17</i>
MENARDS CASPER WY	Buildings & Structures Fund	Supplies to build bulletin boards for Muni Court	\$47.56
MENARDS CASPER WY	Buildings & Structures Fund	Supplies for bulletin boards for Municipal Court	\$26.56
MENARDS CASPER WY	Buildings & Structures Fund	Return of bulletin board parts for Muni Court	(\$15.98)
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			<i>\$58.14</i>
MENARDS CASPER WY	Golf - Operations	various shovels, flag, works glove,	\$146.43
MENARDS CASPER WY	Golf - Operations	Fans	\$199.98
<i>MENARDS CASPER WY - Total For Golf - Operations</i>			<i>\$346.41</i>
MENARDS CASPER WY	Police Administration	mesh cargo tarp	\$22.48
<i>MENARDS CASPER WY - Total For Police Administration</i>			<i>\$22.48</i>
MENARDS CASPER WY	Water Distribution	Locking plug & connector	\$24.73
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$24.73</i>

MENARDS CASPER WY - ALL DEPARTMENTS **\$626.93**

MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY WWTP Operations Outside west gate pedestal \$1,440.00

MICHAELSFENCE&SUPPLY WWTP Operations Inside west gate pedestal \$1,440.00

MICHAELSFENCE&SUPPLY - Total For WWTP Operations *\$2,880.00*

MICHAELSFENCE&SUPPLY - ALL DEPARTMENTS **\$2,880.00**

MODERN ELECTRIC CORP

MODERN ELECTRIC CORP Regional Water Operations ammonia pump wiring \$135.00

MODERN ELECTRIC CORP - Total For Regional Water Operations *\$135.00*

MODERN ELECTRIC CORP - ALL DEPARTMENTS **\$135.00**

Monson

Monson Buildings & Structures Fund Custodial Maintenance March 2020 \$5,384.81

Monson Buildings & Structures Fund Custodial Maintenance May 2020 \$4,844.81

Monson - Total For Buildings & Structures Fund *\$10,229.62*

Monson - ALL DEPARTMENTS **\$10,229.62**

MOTION AND FLOW CONT

MOTION AND FLOW CONT Refuse - Commercial 222289 grease lines \$266.52

MOTION AND FLOW CONT - Total For Refuse - Commercial *\$266.52*

MOTION AND FLOW CONT - ALL DEPARTMENTS **\$266.52**

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS Public Safety Communication Maintenance \$4,349.53

MOTOROLA SOLUTIONS Public Safety Communication CAD maintenance 123,982.38

MOTOROLA SOLUTIONS Public Safety Communication Maintenance \$3,231.16

MOTOROLA SOLUTIONS Public Safety Communication Maintenance \$9,934.16

MOTOROLA SOLUTIONS Public Safety Communication Astro June \$254.84

MOTOROLA SOLUTIONS - Total For Public Safety Communications *\$141,752.07*

MOTOROLA SOLUTIONS - ALL DEPARTMENTS**\$141,752.07****MOUNTAIN STATES**

MOUNTAIN STATES	Human Resources	envelopes	\$130.96
<i>MOUNTAIN STATES - Total For Human Resources</i>			<i>\$130.96</i>
MOUNTAIN STATES	Municipal Court	custody release receipts	\$209.49
MOUNTAIN STATES	Municipal Court	Warrant service report	\$104.01
<i>MOUNTAIN STATES - Total For Municipal Court</i>			<i>\$313.50</i>
MOUNTAIN STATES	Police State Grants	Victim service cards	\$171.74
<i>MOUNTAIN STATES - Total For Police State Grants</i>			<i>\$171.74</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$616.20

MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Golf - Operations	Printing BC for Todd Schafersman	\$68.67
<i>MOUNTAIN STATES LITH - Total For Golf - Operations</i>			<i>\$68.67</i>
MOUNTAIN STATES LITH - ALL DEPARTMENTS			\$68.67

MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Hogadon - Operations	Guest Internet	\$49.95
<i>MOUNTAIN WEST TELEPH - Total For Hogadon - Operations</i>			<i>\$49.95</i>
MOUNTAIN WEST TELEPH	Public Safety Communication	Metro ethernet acct. 0000001368	\$503.74
<i>MOUNTAIN WEST TELEPH - Total For Public Safety Communications</i>			<i>\$503.74</i>
MOUNTAIN WEST TELEPH - ALL DEPARTMENTS			\$553.69

MUNICIPAL CODE CORP.

MUNICIPAL CODE CORP.	City Attorney	Admin Support Fee	\$450.00
<i>MUNICIPAL CODE CORP. - Total For City Attorney</i>			<i>\$450.00</i>
MUNICIPAL CODE CORP. - ALL DEPARTMENTS			\$450.00

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Fire-EMS Operations	Dry oil	\$723.75
<i>NAPA AUTO PARTS CORP - Total For Fire-EMS Operations</i>			<i>\$723.75</i>

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	April 2020	\$11,181.96
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	May 2020	\$954.08
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	May 2020	\$76,808.95
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	May 2020	\$476.69
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	April 2020	\$970.61
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	April 2020	\$73,492.07
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	May 2020	\$4,262.16
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	April 2020	\$1,418.75
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$169,565.27</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$170,289.02

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Grants Fund	Equitable sharing 2019-1663	\$257.93
<i>NATRONA COUNTY OFFIC - Total For Police Grants Fund</i>			<i>\$257.93</i>
NATRONA COUNTY OFFIC	Water Tanks	FY21 Base funding	\$5,000.00
<i>NATRONA COUNTY OFFIC - Total For Water Tanks</i>			<i>\$5,000.00</i>
NATRONA COUNTY OFFIC	WWTP Pretreatment	FY21 Base funding	\$30,000.00
<i>NATRONA COUNTY OFFIC - Total For WWTP Pretreatment</i>			<i>\$30,000.00</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$35,257.93

NATRONA COUNTY PUBLI

NATRONA COUNTY PUBLI	Capital Projects Fund	Partial payment book mobile	\$75,203.75
<i>NATRONA COUNTY PUBLI - Total For Capital Projects Fund</i>			<i>\$75,203.75</i>
NATRONA COUNTY PUBLI - ALL DEPARTMENTS			\$75,203.75

NCL OF WISCONSIN INC

NCL OF WISCONSIN INC	WWTP Operations	LAB Supplies	\$84.27
<i>NCL OF WISCONSIN INC - Total For WWTP Operations</i>			<i>\$84.27</i>
NCL OF WISCONSIN INC - ALL DEPARTMENTS			\$84.27

NELSON/NYGAARD CONSU

NELSON/NYGAARD CONSU	Metropolitan Planning Org	Mills Main Street Corridor Stu	\$6,865.65
<i>NELSON/NYGAARD CONSU - Total For Metropolitan Planning Org</i>			<i>\$6,865.65</i>

NELSON/NYGAARD CONSU - ALL DEPARTMENTS**\$6,865.65****NIELSEN ENV FIELD SC**

NIELSEN ENV FIELD SC	Balefill - Disposal & Landfill	TRAINING	\$2,395.00
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<i>NIELSEN ENV FIELD SC - Total For Balefill - Disposal & Landfill</i>			<i>\$2,395.00</i>
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NIELSEN ENV FIELD SC - ALL DEPARTMENTS**\$2,395.00****NORCO, INC.**

NORCO, INC.	Buildings & Structures Fund	BAS 101574	\$86.89
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NORCO, INC.	Buildings & Structures Fund	Parking structure soap	\$470.62
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NORCO, INC.	Buildings & Structures Fund	Fort caspar misc. 101578	\$125.38
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NORCO, INC.	Buildings & Structures Fund	Misc. supplies 101571	\$572.89
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NORCO, INC.	Buildings & Structures Fund	Casper service center tissue, towels	\$618.59
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<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$1,874.37</i>
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NORCO, INC.	Capital Projects Fund	Nitrogen 106145	\$21.74
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<i>NORCO, INC. - Total For Capital Projects Fund</i>			<i>\$21.74</i>
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NORCO, INC.	Cemetery	LAB/MEDICAL/DENTAL/OPHTHALMIC NORCO S	\$268.28
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<i>NORCO, INC. - Total For Cemetery</i>			<i>\$268.28</i>
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NORCO, INC.	Parks - Parks Maint.	S-oxygen - handling charge	\$24.17
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<i>NORCO, INC. - Total For Parks - Parks Maint.</i>			<i>\$24.17</i>
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NORCO, INC.	Rec Center - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPITAL	\$370.02
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<i>NORCO, INC. - Total For Rec Center - Operations</i>			<i>\$370.02</i>
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NORCO, INC.	Regional Water Operations	Instrument calibration	\$25.00
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<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$25.00</i>
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NORCO, INC. - ALL DEPARTMENTS**\$2,583.58****NORTHROP BOILER WORK**

NORTHROP BOILER WORK	WWTP Operations	Thread pipe	\$80.00
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<i>NORTHROP BOILER WORK - Total For WWTP Operations</i>			<i>\$80.00</i>
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NORTHROP BOILER WORK - ALL DEPARTMENTS**\$80.00****NORTHWEST CONTRACTOR**

NORTHWEST CONTRACTOR	Balefill - Baler Processing	Allen sockets	\$208.24
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<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			\$208.24
NORTHWEST CONTRACTOR	City Council	baler barrier	\$1,216.74
<i>NORTHWEST CONTRACTOR - Total For City Council</i>			\$1,216.74
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$1,424.98

ONE CALL OF WY.

ONE CALL OF WY.	Sewer Wastewater Collection	May tickets	\$416.14
<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>			\$416.14
ONE CALL OF WY.	Traffic Control	Monthly Street/Traffic Locates May 2020	\$231.00
<i>ONE CALL OF WY. - Total For Traffic Control</i>			\$231.00
ONE CALL OF WY.	Water Distribution	May tickets	\$508.61
<i>ONE CALL OF WY. - Total For Water Distribution</i>			\$508.61
ONE CALL OF WY. - ALL DEPARTMENTS			\$1,155.75

OREGON CALIFORNIA TR

OREGON CALIFORNIA TR	Ft. Caspar Museum	Museum membership in Oregon California Trail	\$60.00
<i>OREGON CALIFORNIA TR - Total For Ft. Caspar Museum</i>			\$60.00
OREGON CALIFORNIA TR - ALL DEPARTMENTS			\$60.00

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Pretreatment	TESTING	\$245.00
<i>PACE ANALYTICAL SERV - Total For WWTP Pretreatment</i>			\$245.00
PACE ANALYTICAL SERV - ALL DEPARTMENTS			\$245.00

PACIFIC STEEL BRANCH

PACIFIC STEEL BRANCH	Refuse - Residential	CONSTRUCTION MATERIALS	\$206.01
<i>PACIFIC STEEL BRANCH - Total For Refuse - Residential</i>			\$206.01
PACIFIC STEEL BRANCH - ALL DEPARTMENTS			\$206.01

PARTMASTER

PARTMASTER	WWTP Operations	Shop tools	\$329.01
<i>PARTMASTER - Total For WWTP Operations</i>			\$329.01

PARTMASTER - ALL DEPARTMENTS **\$329.01**

PARTSMASTER

PARTSMASTER Balefill - Baler Processing partswasher \$375.00

PARTSMASTER - Total For Balefill - Baler Processing \$375.00

PARTSMASTER - ALL DEPARTMENTS **\$375.00**

PAYPAL PHILIPS

PAYPAL PHILIPS Police Administration sign language testing \$180.00

PAYPAL PHILIPS - Total For Police Administration \$180.00

PAYPAL PHILIPS - ALL DEPARTMENTS **\$180.00**

PAYPAL REEVESCOMPA

PAYPAL REEVESCOMPA Police Administration nametags \$27.95

PAYPAL REEVESCOMPA - Total For Police Administration \$27.95

PAYPAL REEVESCOMPA - ALL DEPARTMENTS **\$27.95**

PAYPAL REGISTRARSC

PAYPAL REGISTRARSC Ft. Caspar Museum Museum Organization Membership \$11.00

PAYPAL REGISTRARSC - Total For Ft. Caspar Museum \$11.00

PAYPAL REGISTRARSC - ALL DEPARTMENTS **\$11.00**

PCN STRATEGIES INC

PCN STRATEGIES INC Capital Projects Fund Mounting bracket \$665.28

PCN STRATEGIES INC - Total For Capital Projects Fund \$665.28

PCN STRATEGIES INC - ALL DEPARTMENTS **\$665.28**

PELICANCORP (CA)INC

PELICANCORP (CA)INC Water Distribution Annual support \$1,293.57

PELICANCORP (CA)INC - Total For Water Distribution \$1,293.57

PELICANCORP (CA)INC - ALL DEPARTMENTS**\$1,293.57****PETCO 1456**

PETCO 1456	Metro Animal Shelter	bacus dogs	\$74.52
PETCO 1456	Metro Animal Shelter	rat food	\$8.99
<i>PETCO 1456 - Total For Metro Animal Shelter</i>			\$83.51

PETCO 1456 - ALL DEPARTMENTS**\$83.51****PLATTE RIVER CROSSIN**

PLATTE RIVER CROSSIN	City Council	Monthly Rent	\$435.00
<i>PLATTE RIVER CROSSIN - Total For City Council</i>			\$435.00

PLATTE RIVER CROSSIN - ALL DEPARTMENTS**\$435.00****POST AND ASSOCIATES**

POST AND ASSOCIATES	Police Administration	consulation	\$375.00
POST AND ASSOCIATES	Police Administration	pre hire testing	\$2,000.00
POST AND ASSOCIATES	Police Administration	eap admin fee	\$4,200.00
<i>POST AND ASSOCIATES - Total For Police Administration</i>			\$6,575.00
POST AND ASSOCIATES	Public Safety Communication	pre hire testing	\$800.00
<i>POST AND ASSOCIATES - Total For Public Safety Communications</i>			\$800.00

POST AND ASSOCIATES - ALL DEPARTMENTS**\$7,375.00****PRAIRIE PELLA WY**

PRAIRIE PELLA WY	Buildings & Structures Fund	Replacement sash 105488	\$690.39
<i>PRAIRIE PELLA WY - Total For Buildings & Structures Fund</i>			\$690.39

PRAIRIE PELLA WY - ALL DEPARTMENTS**\$690.39****PROFORCE LAW ENFORCE**

PROFORCE LAW ENFORCE	Police Administration	36448-xfet	\$5,922.00
PROFORCE LAW ENFORCE	Police Administration	pa175s702-xfet	\$10,225.00
<i>PROFORCE LAW ENFORCE - Total For Police Administration</i>			\$16,147.00

PROFORCE LAW ENFORCE - ALL DEPARTMENTS**\$16,147.00****PSI SERVICES LLC**

PSI SERVICES LLC	Fire-EMS Administration	Refund for Drone License Class Cancellation	(\$160.00)
PSI SERVICES LLC	Fire-EMS Administration	Drone License Recertification	\$160.00

<i>PSI SERVICES LLC - Total For Fire-EMS Administration</i>			<i>\$0.00</i>
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PSI SERVICES LLC - ALL DEPARTMENTS**\$0.00****RESPOND FIRST AID OF**

RESPOND FIRST AID OF	Police Administration	first aid kit supplies	\$144.79
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<i>RESPOND FIRST AID OF - Total For Police Administration</i>			<i>\$144.79</i>
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RESPOND FIRST AID OF - ALL DEPARTMENTS**\$144.79****RICOH USA INC**

RICOH USA INC	Code Enforcement	May copier	\$246.42
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<i>RICOH USA INC - Total For Code Enforcement</i>			<i>\$246.42</i>
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RICOH USA INC	Police Administration	Copier may	\$35.15
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<i>RICOH USA INC - Total For Police Administration</i>			<i>\$35.15</i>
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RICOH USA INC - ALL DEPARTMENTS**\$281.57****RIDLEY'S 1132**

RIDLEY'S 1132	City Council	Food for EOC	\$30.95
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RIDLEY'S 1132	City Council	Food for EOC	\$12.98
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RIDLEY'S 1132	City Council	Food for EOC	\$29.45
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RIDLEY'S 1132	City Council	Food for EOC	\$30.45
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<i>RIDLEY'S 1132 - Total For City Council</i>			<i>\$103.83</i>
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RIDLEY'S 1132	Police Administration	thermometer ear pieces	\$23.93
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<i>RIDLEY'S 1132 - Total For Police Administration</i>			<i>\$23.93</i>
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RIDLEY'S 1132 - ALL DEPARTMENTS**\$127.76****RJ'S CARPET CLEANING**

RJ'S CARPET CLEANING	Golf - Operations	Cleaning	\$80.00
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RJ'S CARPET CLEANING - Total For Golf - Operations \$80.00

RJ'S CARPET CLEANING - ALL DEPARTMENTS \$80.00

RMI CASPER

RMI CASPER Buildings & Structures Fund Safety Supplies for BAS staff \$268.80

RMI CASPER - Total For Buildings & Structures Fund \$268.80

RMI CASPER City Council Hand sanitizer for COVID precautions \$69.00

RMI CASPER - Total For City Council \$69.00

RMI CASPER - ALL DEPARTMENTS \$337.80

ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S Regional Water Operations Chemical Oxygen \$3,618.03

ROCKY MOUNTAIN AIR S - Total For Regional Water Operations \$3,618.03

ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS \$3,618.03

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER Aquatics - Operations acct. 54730761-088 1 \$2,767.87

ROCKY MOUNTAIN POWER - Total For Aquatics - Operations \$2,767.87

ROCKY MOUNTAIN POWER Cemetery acct. 54730761-092 3 \$100.37

ROCKY MOUNTAIN POWER - Total For Cemetery \$100.37

ROCKY MOUNTAIN POWER City Center Building acct. 54730761-093 1 \$986.37

ROCKY MOUNTAIN POWER - Total For City Center Building \$986.37

ROCKY MOUNTAIN POWER City Hall acct. 54730761-093 1 \$3,477.06

ROCKY MOUNTAIN POWER - Total For City Hall \$3,477.06

ROCKY MOUNTAIN POWER Fire-EMS Administration acct. 60445507-008 5 \$709.99

ROCKY MOUNTAIN POWER Fire-EMS Administration acct. 54730761-097 2 \$1,953.52

ROCKY MOUNTAIN POWER Fire-EMS Administration acct. 54730761-104 6 \$124.88

ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration \$2,788.39

ROCKY MOUNTAIN POWER Fleet Maintenance Fund acct .54730761-096 4 \$3,553.97

ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund \$3,553.97

ROCKY MOUNTAIN POWER Ft. Caspar Museum acct. 54730761-098 0 \$582.43

ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum \$582.43

ROCKY MOUNTAIN POWER Hogadon - Operations acct. 54730761-100 4 \$2,568.54

ROCKY MOUNTAIN POWER	Hogadon - Operations	acct. 54730761-126 9	\$3,323.44
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$5,891.98
ROCKY MOUNTAIN POWER	Ice Arena - Operations	acct. 54730761-101 2	\$1,671.61
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			\$1,671.61
ROCKY MOUNTAIN POWER	Marathon Building	acct. 54730761-093 1	\$524.01
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			\$524.01
ROCKY MOUNTAIN POWER	Metro Animal Shelter	acct. 54730761-102 0	\$1,022.06
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			\$1,022.06
ROCKY MOUNTAIN POWER	Miller St. Dormitory	acct. 54730761-093 1	\$33.69
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			\$33.69
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	acct. 54730761-151 7	\$1,606.86
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			\$1,606.86
ROCKY MOUNTAIN POWER	Parks - Special Areas	acct. 54730761-132 7	\$2,516.62
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$2,516.62
ROCKY MOUNTAIN POWER	Public Safety Communication	acct. 54730761-146 7	\$253.87
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			\$253.87
ROCKY MOUNTAIN POWER	Rec Center - Operations	acct. 54730761-095 6	\$3,283.39
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			\$3,283.39
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	acct. 54730761-130 1	\$55.18
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	54730761-105 3	\$407.59
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			\$462.77
ROCKY MOUNTAIN POWER	Traffic Control	acct. 60445507-010 1	\$85.94
ROCKY MOUNTAIN POWER	Traffic Control	acct. 54730761-106 1	\$45,273.71
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$45,359.65
ROCKY MOUNTAIN POWER	Water Tanks	acct. 54730761-135 0	\$74.03
ROCKY MOUNTAIN POWER	Water Tanks	acct. 54730761-002 2	\$1,354.23
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			\$1,428.26
ROCKY MOUNTAIN POWER	WWTP Operations	acct. 54730761-108 7	\$23,321.39
ROCKY MOUNTAIN POWER	WWTP Operations	acct. 54730761-004 8	\$175.96
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			\$23,497.35
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$101,808.58

Router

Router	Parks - Parks Maint.	Portable toilets	\$2,041.48
<i>Router - Total For Parks - Parks Maint.</i>			\$2,041.48

Rooter - ALL DEPARTMENTS**\$2,041.48****RUSSELL INDUSTRIES I**

RUSSELL INDUSTRIES I	WWTP Operations	Gorman Rupp 3" scum pump	\$4,261.99
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<i>RUSSELL INDUSTRIES I - Total For WWTP Operations</i>			<i>\$4,261.99</i>
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RUSSELL INDUSTRIES I - ALL DEPARTMENTS**\$4,261.99****SAFETY KLEEN SYSTEMS**

SAFETY KLEEN SYSTEMS	Golf - Operations	CHEMICALS AND ALLIED PRODUCTS NOT ESLEW	\$487.78
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<i>SAFETY KLEEN SYSTEMS - Total For Golf - Operations</i>			<i>\$487.78</i>
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SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS**\$487.78****SAMS CLUB #6425**

SAMS CLUB #6425	Balefill - Disposal & Landfill	TRASH BAGS, DOG BONES, PAPER TOWELS	\$71.62
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<i>SAMS CLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$71.62</i>
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SAMS CLUB #6425	Buildings & Structures Fund	Sunscreen for BAS employees	\$44.94
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<i>SAMS CLUB #6425 - Total For Buildings & Structures Fund</i>			<i>\$44.94</i>
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SAMS CLUB #6425	City Council	Food for EOC	\$153.98
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<i>SAMS CLUB #6425 - Total For City Council</i>			<i>\$153.98</i>
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SAMS CLUB #6425	Human Resources	Chili Skate Night Supplies	\$57.19
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<i>SAMS CLUB #6425 - Total For Human Resources</i>			<i>\$57.19</i>
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SAMS CLUB #6425	Police Administration	water for protests	\$53.76
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<i>SAMS CLUB #6425 - Total For Police Administration</i>			<i>\$53.76</i>
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SAMS CLUB #6425 - ALL DEPARTMENTS**\$381.49****SAMSCLUB #6425**

SAMSCLUB #6425	Balefill - Disposal & Landfill	TOWELS, TRASH BAGS	\$93.28
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SAMSCLUB #6425	Balefill - Disposal & Landfill	JANITORIAL SUPPLIES	\$23.86
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<i>SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$117.14</i>
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SAMSCLUB #6425	Fire-EMS Administration	Batteries for Admin	\$43.96
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<i>SAMSCLUB #6425 - Total For Fire-EMS Administration</i>			<i>\$43.96</i>
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SAMSCLUB #6425	Planning	COFFEE	\$26.94
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<i>SAMSCLUB #6425 - Total For Planning</i>			<i>\$26.94</i>
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SAMSCLUB #6425	Rec Center - Operations	KLEENEX	\$11.98
<i>SAMSCLUB #6425 - Total For Rec Center - Operations</i>			<i>\$11.98</i>
SAMSCLUB #6425	Sewer Wastewater Collection	DVDs for CCTV van	\$94.85
<i>SAMSCLUB #6425 - Total For Sewer Wastewater Collection</i>			<i>\$94.85</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$294.87

SAMSCLUB.COM

SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$182.11
SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$142.26
<i>SAMSCLUB.COM - Total For Fire-EMS Operations</i>			<i>\$324.37</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$324.37

SHEET METAL SPECIALT

SHEET METAL SPECIALT	Capital Projects Fund	Metro Kennel AC Construction	\$61,946.75
<i>SHEET METAL SPECIALT - Total For Capital Projects Fund</i>			<i>\$61,946.75</i>
SHEET METAL SPECIALT	Golf - Operations	New building or building modification	\$12,390.00
<i>SHEET METAL SPECIALT - Total For Golf - Operations</i>			<i>\$12,390.00</i>
SHEET METAL SPECIALT - ALL DEPARTMENTS			\$74,336.75

SHELL OIL 5744427920

SHELL OIL 5744427920	Regional Water Operations	Ice	\$3.98
<i>SHELL OIL 5744427920 - Total For Regional Water Operations</i>			<i>\$3.98</i>
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$3.98

SHELL OIL 5744534410

SHELL OIL 5744534410	Police Administration	AUTOMATED FUEL DISPENSERS	\$18.83
<i>SHELL OIL 5744534410 - Total For Police Administration</i>			<i>\$18.83</i>
SHELL OIL 5744534410 - ALL DEPARTMENTS			\$18.83

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Balefill - Disposal & Landfill	paint for exclusion zone	\$172.72
<i>SHERWIN-WILLIAMS COR - Total For Balefill - Disposal & Landfill</i>			<i>\$172.72</i>

SHERWIN-WILLIAMS COR	Golf - Operations	Paint	\$101.06
SHERWIN-WILLIAMS COR	Golf - Operations	Paint	\$102.82
<i>SHERWIN-WILLIAMS COR - Total For Golf - Operations</i>			<i>\$203.88</i>
SHERWIN-WILLIAMS COR	Traffic Control	Credit for Sales Tax	(\$10.30)
SHERWIN-WILLIAMS COR	Traffic Control	New primer valve for walk behind striper	\$216.23
<i>SHERWIN-WILLIAMS COR - Total For Traffic Control</i>			<i>\$205.93</i>
SHERWIN-WILLIAMS COR	Water Tanks	Misc. paint 104383	\$176.78
SHERWIN-WILLIAMS COR	Water Tanks	Misc paint 104383	\$197.52
<i>SHERWIN-WILLIAMS COR - Total For Water Tanks</i>			<i>\$374.30</i>
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$956.83

SMARSH, INC

SMARSH, INC	Information Services	May archiving	\$1,852.50
<i>SMARSH, INC - Total For Information Services</i>			<i>\$1,852.50</i>
SMARSH, INC - ALL DEPARTMENTS			\$1,852.50

SMARTDRAW SOFTWARE L

SMARTDRAW SOFTWARE L	Fire-EMS Operations	SmartDraw Subscription	\$357.00
<i>SMARTDRAW SOFTWARE L - Total For Fire-EMS Operations</i>			<i>\$357.00</i>
SMARTDRAW SOFTWARE L - ALL DEPARTMENTS			\$357.00

SPECTRUM REACH

SPECTRUM REACH	Golf - Operations	Cable, internet, music service for 19th Hole Rest	\$535.96
SPECTRUM REACH	Golf - Operations	1 Time Charge for Cable service set up	\$99.00
<i>SPECTRUM REACH - Total For Golf - Operations</i>			<i>\$634.96</i>
SPECTRUM REACH - ALL DEPARTMENTS			\$634.96

SQ 307 POWERWASH SE

SQ 307 POWERWASH SE	Parks - Parks Maint.	Graffiti Removal	\$350.00
<i>SQ 307 POWERWASH SE - Total For Parks - Parks Maint.</i>			<i>\$350.00</i>
SQ 307 POWERWASH SE - ALL DEPARTMENTS			\$350.00

SQ ATLANTIC ELECTRI

SQ ATLANTIC ELECTRI	Balefill - Disposal & Landfill	CREDIT	(\$572.18)
<i>SQ ATLANTIC ELECTRI - Total For Balefill - Disposal & Landfill</i>			<i>(\$572.18)</i>

SQ ATLANTIC ELECTRI - ALL DEPARTMENTS (\$572.18)

SQ METRO COFFEE COM

SQ METRO COFFEE COM	Human Resources	1-\$10 Gift Card for Kindness Drawing	\$10.00
<i>SQ METRO COFFEE COM - Total For Human Resources</i>			<i>\$10.00</i>

SQ METRO COFFEE COM - ALL DEPARTMENTS \$10.00

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Balefill - Disposal & Landfill	UNIFORMS	\$563.00
<i>SQ PEDEN'S INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$563.00</i>

SQ PEDEN'S INC.	Golf - Operations	Logo polo shirts	\$838.00
<i>SQ PEDEN'S INC. - Total For Golf - Operations</i>			<i>\$838.00</i>

SQ PEDEN'S INC.	Hogadon - Operations	embroidery uniforms shirts	\$160.00
<i>SQ PEDEN'S INC. - Total For Hogadon - Operations</i>			<i>\$160.00</i>

SQ PEDEN'S INC. - ALL DEPARTMENTS \$1,561.00

SQ WYATT ELECTRIC I

SQ WYATT ELECTRIC I	Capital Projects Fund	Repair electrical panel at Veterans Park	\$1,984.87
<i>SQ WYATT ELECTRIC I - Total For Capital Projects Fund</i>			<i>\$1,984.87</i>

SQ WYATT ELECTRIC I - ALL DEPARTMENTS \$1,984.87

STAPLES

STAPLES	Balefill - Disposal & Landfill	ORGANIZER	\$28.99
<i>STAPLES - Total For Balefill - Disposal & Landfill</i>			<i>\$28.99</i>

STAPLES	Buildings & Structures Fund	Cork Boards for Municipal Court	\$66.68
STAPLES	Buildings & Structures Fund	Cork bulletin boards for Municipal Court	\$66.68

<i>STAPLES - Total For Buildings & Structures Fund</i>			<i>\$133.36</i>
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STAPLES	Cemetery	STATIONARY, OFFICE OFFICE AND CLEANING SU	\$107.18
<i>STAPLES - Total For Cemetery</i>			<i>\$107.18</i>

STAPLES	City Council	Signs and Office Supplies	\$214.50
STAPLES	City Council	USB Drives	\$44.99
STAPLES	City Council	Return of office supplies from the EOC	(\$273.62)
STAPLES	City Council	APC Backups	\$102.99
<i>STAPLES - Total For City Council</i>			<i>\$88.86</i>
STAPLES	Fire-EMS Operations	Label tape	\$56.76
<i>STAPLES - Total For Fire-EMS Operations</i>			<i>\$56.76</i>
STAPLES	Fire-EMS Prevent & Inspect	Office Chairs	\$479.96
<i>STAPLES - Total For Fire-EMS Prevent & Inspect</i>			<i>\$479.96</i>
STAPLES	Golf - Operations	File Cabinet	\$84.99
<i>STAPLES - Total For Golf - Operations</i>			<i>\$84.99</i>
STAPLES	Parks - Parks Maint.	Misc Office supplies	\$73.90
<i>STAPLES - Total For Parks - Parks Maint.</i>			<i>\$73.90</i>
STAPLES	Weed & Pest Fund	Misc Office supplies	\$73.90
<i>STAPLES - Total For Weed & Pest Fund</i>			<i>\$73.90</i>
STAPLES - ALL DEPARTMENTS			\$1,127.90

STATE OF WY.

STATE OF WY.	Aquatics - Pool	Mike sedar pool 6632	\$50.00
<i>STATE OF WY. - Total For Aquatics - Pool</i>			<i>\$50.00</i>
STATE OF WY.	Health Insurance Fund	June admin fees	\$6,748.47
<i>STATE OF WY. - Total For Health Insurance Fund</i>			<i>\$6,748.47</i>
STATE OF WY. - ALL DEPARTMENTS			\$6,798.47

STATELINE NO 7 ARCHI

STATELINE NO 7 ARCHI	Capital Projects Fund	City hall renovations 20-004	\$5,700.00
<i>STATELINE NO 7 ARCHI - Total For Capital Projects Fund</i>			<i>\$5,700.00</i>
STATELINE NO 7 ARCHI - ALL DEPARTMENTS			\$5,700.00

STERLING

STERLING	Human Resources	Background Checks May 2020	\$829.20
<i>STERLING - Total For Human Resources</i>			<i>\$829.20</i>

STERLING - ALL DEPARTMENTS**\$829.20****STOTZ EQUIPMENT**

STOTZ EQUIPMENT	Golf - Operations	Missed charged	\$6.44
STOTZ EQUIPMENT	Golf - Operations	Credit from being missed charged	(\$6.44)
<i>STOTZ EQUIPMENT - Total For Golf - Operations</i>			<i>\$0.00</i>
STOTZ EQUIPMENT - ALL DEPARTMENTS			\$0.00

SUTHERLANDS 2219

SUTHERLANDS 2219	Fire-EMS Operations	5 Gal pail and lid	\$5.58
<i>SUTHERLANDS 2219 - Total For Fire-EMS Operations</i>			<i>\$5.58</i>
SUTHERLANDS 2219	Golf - Operations	LUMBER AND BUILDING MATERIALS STORES	\$2.99
SUTHERLANDS 2219	Golf - Operations	Wall anchors	\$6.58
<i>SUTHERLANDS 2219 - Total For Golf - Operations</i>			<i>\$9.57</i>
SUTHERLANDS 2219	Regional Water Operations	Spray nozzles for filters	\$32.94
<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			<i>\$32.94</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$48.09

SWIMOUTLET.COM

SWIMOUTLET.COM	Aquatics - Operations	Women's Guard Suits	\$691.50
<i>SWIMOUTLET.COM - Total For Aquatics - Operations</i>			<i>\$691.50</i>
SWIMOUTLET.COM	Aquatics - Pool	Women's Guard Suits	\$413.50
<i>SWIMOUTLET.COM - Total For Aquatics - Pool</i>			<i>\$413.50</i>
SWIMOUTLET.COM - ALL DEPARTMENTS			\$1,105.00

TAYLOR CREEK STORE

TAYLOR CREEK STORE	Police Administration	deputy funeral in idaho	\$22.78
<i>TAYLOR CREEK STORE - Total For Police Administration</i>			<i>\$22.78</i>
TAYLOR CREEK STORE - ALL DEPARTMENTS			\$22.78

TEST GAUGE & BACKFLO

TEST GAUGE & BACKFLO	Capital Projects Fund	Test kits for backflow prevention assemblies	\$1,547.40
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<i>TEST GAUGE & BACKFLO - Total For Capital Projects Fund</i>			<i>\$1,547.40</i>
TEST GAUGE & BACKFLO - ALL DEPARTMENTS			\$1,547.40

TETON STEEL

TETON STEEL	Water Tanks	Supplies for Water Department Wind blocks	\$118.00
<i>TETON STEEL - Total For Water Tanks</i>			<i>\$118.00</i>
TETON STEEL - ALL DEPARTMENTS			\$118.00

THE AMERICAN LAW INS

THE AMERICAN LAW INS	City Attorney	SCHOOLS AND EDUCATIONAL SERVICES NOT ELS	\$597.00
<i>THE AMERICAN LAW INS - Total For City Attorney</i>			<i>\$597.00</i>
THE AMERICAN LAW INS - ALL DEPARTMENTS			\$597.00

THE HOME DEPOT

THE HOME DEPOT	Balefill - Disposal & Landfill	HOME SUPPLY WAREHOUSE STORES	\$43.62
THE HOME DEPOT	Balefill - Disposal & Landfill	FIBERGLASS SCREEN FOR SECURITY PLANTERS	\$45.23
THE HOME DEPOT	Balefill - Disposal & Landfill	HOME SUPPLY WAREHOUSE STORES	\$706.28
THE HOME DEPOT	Balefill - Disposal & Landfill	HANGING FLOWER FOR SCALE HOUSE	\$56.76
THE HOME DEPOT	Balefill - Disposal & Landfill	HOME SUPPLY WAREHOUSE STORES	(\$479.20)
<i>THE HOME DEPOT - Total For Balefill - Disposal & Landfill</i>			<i>\$372.69</i>
THE HOME DEPOT	City Council	Gear Ties	\$53.65
<i>THE HOME DEPOT - Total For City Council</i>			<i>\$53.65</i>
THE HOME DEPOT	Golf - Operations	Refrigerator	\$198.00
THE HOME DEPOT	Golf - Operations	wall plates and cleaning supplies	\$9.39
THE HOME DEPOT	Golf - Operations	Misc. supplies 19th Hole	\$605.85
THE HOME DEPOT	Golf - Operations	Plastic wood	\$5.58
THE HOME DEPOT	Golf - Operations	Wall plates and cleaning supplies	\$24.26
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$843.08</i>
THE HOME DEPOT	Ice Arena - Operations	HOSE FOR POWER WASHER	\$39.97
<i>THE HOME DEPOT - Total For Ice Arena - Operations</i>			<i>\$39.97</i>
THE HOME DEPOT	Parks - Special Areas	HOME SUPPLY WAREHOUSE STORES flowers for	\$153.96
<i>THE HOME DEPOT - Total For Parks - Special Areas</i>			<i>\$153.96</i>
THE HOME DEPOT	Refuse - Commercial	HOME SUPPLY WAREHOUSE STORES	\$54.85

<i>THE HOME DEPOT - Total For Refuse - Commercial</i>			<i>\$54.85</i>
THE HOME DEPOT	Sewer Wastewater Collection	Tool chest	\$898.00
THE HOME DEPOT	Sewer Wastewater Collection	sewer shop tools	\$73.88
THE HOME DEPOT	Sewer Wastewater Collection	concrete for begonia panel	\$62.40
THE HOME DEPOT	Sewer Wastewater Collection	Shop tools	\$1,245.57
<i>THE HOME DEPOT - Total For Sewer Wastewater Collection</i>			<i>\$2,279.85</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$3,798.05

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	WWTP Operations	Printing/Copier Maintenance May 2020	\$128.20
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			<i>\$128.20</i>
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$128.20

TOWN OF MILLS

TOWN OF MILLS	Police Grants Fund	Equitable sharing 2019-1663	\$257.93
<i>TOWN OF MILLS - Total For Police Grants Fund</i>			<i>\$257.93</i>
TOWN OF MILLS - ALL DEPARTMENTS			\$257.93

TOWNSQUARE MEDIA CAS

TOWNSQUARE MEDIA CAS	Sewer Stormwater	ADVERTISING SERVICES	\$1,300.00
<i>TOWNSQUARE MEDIA CAS - Total For Sewer Stormwater</i>			<i>\$1,300.00</i>
TOWNSQUARE MEDIA CAS	Sewer Wastewater Collection	ADVERTISING SERVICES	\$365.50
<i>TOWNSQUARE MEDIA CAS - Total For Sewer Wastewater Collection</i>			<i>\$365.50</i>
TOWNSQUARE MEDIA CAS	WWTP Operations	ADVERTISING SERVICES	\$365.50
<i>TOWNSQUARE MEDIA CAS - Total For WWTP Operations</i>			<i>\$365.50</i>
TOWNSQUARE MEDIA CAS - ALL DEPARTMENTS			\$2,031.00

TREESTUFF

TREESTUFF	Parks - Urban Forestry	Hard Hat, ear muffs, visor	\$218.85
<i>TREESTUFF - Total For Parks - Urban Forestry</i>			<i>\$218.85</i>
TREESTUFF - ALL DEPARTMENTS			\$218.85

TRETO CONST.

TRETO CONST.	Water Tanks	W Casper zone 2 15-59	212,046.00
<i>TRETO CONST. - Total For Water Tanks</i>			<i>\$212,046.00</i>
TRETO CONST. - ALL DEPARTMENTS			\$212,046.00

TRIHYDRO CORP.

TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields- Hazardous	\$187.50
TRIHYDRO CORP.	Capital Projects Fund	EPA Brownfields- Petroleum	\$2,834.14
<i>TRIHYDRO CORP. - Total For Capital Projects Fund</i>			<i>\$3,021.64</i>
TRIHYDRO CORP. - ALL DEPARTMENTS			\$3,021.64

TWEED'S WHOLESale

TWEED'S WHOLESale	Rec Center - Operations	CRC Custodial supplies	\$571.42
<i>TWEED'S WHOLESale - Total For Rec Center - Operations</i>			<i>\$571.42</i>
TWEED'S WHOLESale - ALL DEPARTMENTS			\$571.42

UGLY BUG FLY SHOP

UGLY BUG FLY SHOP	City Council	Pack Strap - Daily Tube	\$68.85
<i>UGLY BUG FLY SHOP - Total For City Council</i>			<i>\$68.85</i>
UGLY BUG FLY SHOP - ALL DEPARTMENTS			\$68.85

ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	City Council	Credit for an invoice for 1 Gal Jugs that charged	(\$307.67)
ULINE SHIP SUPPLIE	City Council	1 Gal Ez-Pour Jugs	\$296.04
<i>ULINE SHIP SUPPLIE - Total For City Council</i>			<i>(\$11.63)</i>

ULINE SHIP SUPPLIE - ALL DEPARTMENTS**(\$11.63)****UNIFORMS 2 GEAR**

UNIFORMS 2 GEAR	Police Administration	base layer long sleeve	\$58.34
UNIFORMS 2 GEAR	Police Administration	Custom patch	\$286.00
UNIFORMS 2 GEAR	Police Administration	Duty pants	\$57.97

<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$402.31</i>
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UNIFORMS 2 GEAR - ALL DEPARTMENTS**\$402.31****USGA Membership**

USGA Membership	Golf - Operations	USGA Membership	\$150.00
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<i>USGA Membership - Total For Golf - Operations</i>			<i>\$150.00</i>
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USGA Membership - ALL DEPARTMENTS**\$150.00****USPS PO 5715580478**

USPS PO 5715580478	Parks - Parks Maint.	POSTAGE STAMPS	\$121.10
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<i>USPS PO 5715580478 - Total For Parks - Parks Maint.</i>			<i>\$121.10</i>
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USPS PO 5715580478 - ALL DEPARTMENTS**\$121.10****USPS PO 5715580945**

USPS PO 5715580945	Aquatics - Operations	POSTAGE STAMPS	\$36.67
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<i>USPS PO 5715580945 - Total For Aquatics - Operations</i>			<i>\$36.67</i>
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USPS PO 5715580945	Rec Center - Admin	POSTAGE STAMPS	\$36.67
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<i>USPS PO 5715580945 - Total For Rec Center - Admin</i>			<i>\$36.67</i>
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USPS PO 5715580945	Rec Center - Operations	POSTAGE STAMPS	\$36.66
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<i>USPS PO 5715580945 - Total For Rec Center - Operations</i>			<i>\$36.66</i>
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USPS PO 5715580945 - ALL DEPARTMENTS**\$110.00****USPS PO 5762700491**

USPS PO 5762700491	Ft. Caspar Museum	POSTAGE for gift shop sale over the phone	\$5.45
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<i>USPS PO 5762700491 - Total For Ft. Caspar Museum</i>			<i>\$5.45</i>
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USPS PO 5762700491 - ALL DEPARTMENTS**\$5.45****UW CASHIER OFFICE**

UW CASHIER OFFICE	Police Animal Control	Mail rabies testing for animals	\$58.38
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<i>UW CASHIER OFFICE - Total For Police Animal Control</i>			<i>\$58.38</i>
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UW CASHIER OFFICE - ALL DEPARTMENTS**\$58.38****VAN DIEST SUPPLY COM**

VAN DIEST SUPPLY COM	Weed & Pest Fund	Chemical for W&P	\$1,809.13
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<i>VAN DIEST SUPPLY COM - Total For Weed & Pest Fund</i>			<i>\$1,809.13</i>
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VAN DIEST SUPPLY COM - ALL DEPARTMENTS**\$1,809.13****VCN NATRONACOREALEST**

VCN NATRONACOREALEST	City Attorney	GOVERNMENT SERVICES NOT ELSEWHERE CLAS	\$17.50
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VCN NATRONACOREALEST	City Attorney	GOVERNMENT SERVICES NOT ELSEWHERE CLAS	\$20.50
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<i>VCN NATRONACOREALEST - Total For City Attorney</i>			<i>\$38.00</i>
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VCN NATRONACOREALEST - ALL DEPARTMENTS**\$38.00****VEOLIA ES TECHNICAL**

VEOLIA ES TECHNICAL	Balefill - Diversion & Special	HAZARDOUS WASTE DISPOSAL	\$6,328.35
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<i>VEOLIA ES TECHNICAL - Total For Balefill - Diversion & Special</i>			<i>\$6,328.35</i>
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VEOLIA ES TECHNICAL - ALL DEPARTMENTS**\$6,328.35****VERIZON WIRELESS**

VERIZON WIRELESS	Balefill - Disposal & Landfill	Jetpack monthly service	\$40.01
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<i>VERIZON WIRELESS - Total For Balefill - Disposal & Landfill</i>			<i>\$40.01</i>
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VERIZON WIRELESS	Police Administration	May 2020	\$758.57
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<i>VERIZON WIRELESS - Total For Police Administration</i>			<i>\$758.57</i>
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VERIZON WIRELESS	Public Safety Communication	Command bus	\$123.73
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VERIZON WIRELESS	Public Safety Communication	April 2020 acct. 465552982-00010	\$80.02
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<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$203.75</i>
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VERIZON WIRELESS - ALL DEPARTMENTS **\$1,002.33**

VERMEER SALES & SERV

VERMEER SALES & SERV Balefill - Disposal & Landfill parts for grinder 141486 \$1,601.13

VERMEER SALES & SERV - Total For Balefill - Disposal & Landfill \$1,601.13

VERMEER SALES & SERV - ALL DEPARTMENTS **\$1,601.13**

VISTAPR VISTAPRINT.C

VISTAPR VISTAPRINT.C Golf - Operations MISCELLANEOUS PUBLISHING & PRINTING (\$3.33)

VISTAPR VISTAPRINT.C - Total For Golf - Operations (\$3.33)

VISTAPR VISTAPRINT.C - ALL DEPARTMENTS **(\$3.33)**

VOLANCE LANGUAGE

VOLANCE LANGUAGE Police Administration Interpreter \$143.94

VOLANCE LANGUAGE - Total For Police Administration \$143.94

VOLANCE LANGUAGE - ALL DEPARTMENTS **\$143.94**

VZWRLSS IVR VB

VZWRLSS IVR VB WWTP Operations Cellphones \$144.99

VZWRLSS IVR VB - Total For WWTP Operations \$144.99

VZWRLSS IVR VB - ALL DEPARTMENTS **\$144.99**

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P Golf - Operations Cellular service for ipad use on irrigation system \$80.02

VZWRLSS MY VZ VB P - Total For Golf - Operations \$80.02

VZWRLSS MY VZ VB P - ALL DEPARTMENTS **\$80.02**

WAGNER'S OUTDOOR OUT

WAGNER'S OUTDOOR OUT Streets Propane for April & May \$330.89

WAGNER'S OUTDOOR OUT - Total For Streets \$330.89

WAGNER'S OUTDOOR OUT - ALL DEPARTMENTS**\$330.89****WALGREENS #7601**

WALGREENS #7601	Police Administration	thermometer	\$12.06
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<i>WALGREENS #7601 - Total For Police Administration</i>			<i>\$12.06</i>
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WALGREENS #7601 - ALL DEPARTMENTS**\$12.06****WAL-MART #3778**

WAL-MART #3778	Aquatics - Pool	Training Box Supplies	\$65.12
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<i>WAL-MART #3778 - Total For Aquatics - Pool</i>			<i>\$65.12</i>
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WAL-MART #3778	Water Distribution	coveralls	\$65.68
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<i>WAL-MART #3778 - Total For Water Distribution</i>			<i>\$65.68</i>
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WAL-MART #3778 - ALL DEPARTMENTS**\$130.80****WAMCO LABS, INC.**

WAMCO LABS, INC.	WWTP Pretreatment	WET test	\$1,800.00
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<i>WAMCO LABS, INC. - Total For WWTP Pretreatment</i>			<i>\$1,800.00</i>
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WAMCO LABS, INC. - ALL DEPARTMENTS**\$1,800.00****WARDWELL WATER & SEW**

WARDWELL WATER & SEW	RWS - Booster Stations	Water charge	\$29.68
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<i>WARDWELL WATER & SEW - Total For RWS - Booster Stations</i>			<i>\$29.68</i>
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WARDWELL WATER & SEW - ALL DEPARTMENTS**\$29.68****WAYNE COLEMAN CONSTR**

WAYNE COLEMAN CONSTR	Water Distribution	2020 CPU Asphalt Repair	\$10,729.35
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<i>WAYNE COLEMAN CONSTR - Total For Water Distribution</i>			<i>\$10,729.35</i>
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WAYNE COLEMAN CONSTR - ALL DEPARTMENTS**\$10,729.35****WEAR PARTS INC**

WEAR PARTS INC	Regional Water Operations	Lawn Trimmer Parts	\$6.70
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<i>WEAR PARTS INC - Total For Regional Water Operations</i>			\$6.70
WEAR PARTS INC	Water Distribution	ATR SS 3/4-10	\$248.22
<i>WEAR PARTS INC - Total For Water Distribution</i>			\$248.22
WEAR PARTS INC - ALL DEPARTMENTS			\$254.92

WM SUPERCENTER

WM SUPERCENTER	Fire-EMS Operations	Dry Ice	\$13.88
WM SUPERCENTER	Fire-EMS Operations	Station Supplies	\$3.28
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			\$17.16
WM SUPERCENTER	Police Animal Control	dog snacks mosquito spray	\$22.84
<i>WM SUPERCENTER - Total For Police Animal Control</i>			\$22.84
WM SUPERCENTER - ALL DEPARTMENTS			\$40.00

WPSG- INC

WPSG- INC	Fire-EMS Operations	The Fire Store - Leatherhead Tools, Bolt Cutter,	\$522.35
WPSG- INC	Fire-EMS Operations	Duo-Safety Ladder Heat Sensor Label	\$321.04
<i>WPSG- INC - Total For Fire-EMS Operations</i>			\$843.39
WPSG- INC - ALL DEPARTMENTS			\$843.39

WPY Keep America Bea

WPY Keep America Bea	Parks - Parks Maint.	CHARITABLE AND SOCIAL SERVICE ORGANIZATI	\$230.00
<i>WPY Keep America Bea - Total For Parks - Parks Maint.</i>			\$230.00
WPY Keep America Bea - ALL DEPARTMENTS			\$230.00

WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Capital Projects Fund	Bryan stock trail 09-27	\$71.66
<i>WY. DEPT. OF TRANSP - Total For Capital Projects Fund</i>			\$71.66
WY. DEPT. OF TRANSP - ALL DEPARTMENTS			\$71.66

WYATT ELECTRIC INC.

WYATT ELECTRIC INC.	Golf - Operations	Electrical Work 19th Hole	\$5,250.00
<i>WYATT ELECTRIC INC. - Total For Golf - Operations</i>			\$5,250.00

WYATT ELECTRIC INC. - ALL DEPARTMENTS **\$5,250.00**

WYOMING OFFICE PRODU

WYOMING OFFICE PRODU Capital Projects Fund City Hall Lobby Furniture \$22,250.69

WYOMING OFFICE PRODU - Total For Capital Projects Fund \$22,250.69

WYOMING OFFICE PRODU - ALL DEPARTMENTS **\$22,250.69**

WYOMING SAFETY GROUP

WYOMING SAFETY GROUP Risk Management Safety Consulting \$780.00

WYOMING SAFETY GROUP - Total For Risk Management \$780.00

WYOMING SAFETY GROUP - ALL DEPARTMENTS **\$780.00**

WYOMING SAFETY SUPPL

WYOMING SAFETY SUPPL City Council COVID 19 surgical medical mask \$600.00

WYOMING SAFETY SUPPL City Council Disposable Medical Masks \$72.50

WYOMING SAFETY SUPPL - Total For City Council \$672.50

WYOMING SAFETY SUPPL Police State Grants face masks for victim witness \$240.00

WYOMING SAFETY SUPPL - Total For Police State Grants \$240.00

WYOMING SAFETY SUPPL - ALL DEPARTMENTS **\$912.50**

WYOMING STATE BAR

WYOMING STATE BAR City Attorney MEMBERSHIP ORGANIZATIONS NOT ELSEWHERE \$25.00

WYOMING STATE BAR - Total For City Attorney \$25.00

WYOMING STATE BAR - ALL DEPARTMENTS **\$25.00**

XEROX CORPORATION

XEROX CORPORATION Engineering May copier \$185.66

XEROX CORPORATION Engineering June copier \$35.42

XEROX CORPORATION - Total For Engineering \$221.08

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

XEROX CORPORATION/RB

XEROX CORPORATION/RB Regional Water Operations Office Copier \$228.08

XEROX CORPORATION/RB - Total For Regional Water Operations \$228.08

XEROX CORPORATION/RB - ALL DEPARTMENTS **\$228.08**

CITYWIDE BILLS AND CLAIMS TOTAL **\$3,646,248.15**

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 _____

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 06/16/20

Additional Accounts Payable

05/29/20	Perkins Law P.C.	\$ 11,251.25
06/04/20	Prewrits: Camp Refunds	
	Allie Dalgarno	\$1,790.00
	Brandi Wahlen	\$895.00
	Cassandra Shogren	\$895.00
	Daniel Martensen	\$650.23
	Danielle Rorabaugh	\$895.00
	Danita Eckert	\$300.00
	Dawn Lewis	\$895.00
	Drew Marcotte	\$1,745.23
	Jessie Wagner	\$895.00
	Lisa Androyna	\$300.00
	Stevie DeBoer	\$895.00
	Terra Zowada	\$895.00
		<hr/>
		\$11,050.46
6/11/2020	Prewrits: Camp refunds, Covid 19 Nurses, Sales Tax, Retirement	
	ANDREA YOUNG	\$895.00
	ANNA GEORGE	\$895.00
	ASHLEY HICKS	\$1,700.46
	AUDIE ROSE	\$1,945.23
	CASPER NATRONA COUNTY HEALTH DEPARTMENT	\$25,000.00
	Daniel Martensen	\$695.00
	GENIE OSBURN	\$895.00
	JASON PARIS	\$895.00
	JESSICA LESLIE	\$1,945.24
	KARLEE OLSON	\$1,745.23
	KATELYN NATION	\$895.00
	KATY CUHNEL	\$995.00
	KAYLA WIPF	\$895.00
	KHARA LEDOUX	\$1,545.23
	KRISTEN ANTHONY	\$1,745.23
	KRISTEN JACKSON	\$125.00
	LAURA BOWAR	\$1,745.23
	MEGAN FERGUSON	\$895.00
	MEGAN FLOCK	\$895.00
	MEREDITH BAKER	\$1,990.00
	MIRANDA HIDAY	\$2,895.47
	SHERRY HARNBERGER	\$895.00
	STATE OF WY. - DEPT. OF REVENUE	\$1,433.84
	TRACI GRIFFITTS	\$1,745.24
	VIRGINIA WHARTON	\$995.00
	Global Spectrum	\$ 82,909.91
	WY Retirement- City	\$ 243,278.30
	WY Retirement- Fire	\$ 120,127.85
	WY Retirement- Police	\$ 106,427.20
		<hr/>
		\$613,910.66
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	Total Additional AP	\$624,961.12

June 5, 2020

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 to Vacate West 8th Street, from South David Street to South Center Street

Meeting Type & Date:

Regular Council Meeting, June 16, 2020

Action Type:

Establish Date of Public Hearing

Recommendation:

That Council, by minute action, establish July 7, 2020 as the date of public hearing for consideration of an ordinance approving a vacation of West 8th Street from South David Street to South Center Street.

Summary:

The Natrona County School District has requested a vacation of West 8th Street between South David Street and South Center Street. The portion of street proposed for vacation is located between Park School on the south, and the School District's bus hub on the north. The plan for the vacated street is to use it for additional parking, and to close it off to through traffic to improve pedestrian and student safety. The recently-approved site plan for Park School renovations included the closure of the street in its design. The School District is exploring the creation of a parent-student drop-off area along either West 9th Street or South Center Street.

The School District has provided a signed petition with signatures of a majority of the property owners, who own a majority of the property proposed for vacation, and extending three hundred feet (300') in all directions. In addition, the District has obtained easement releases from all affected Casper utility providers.

Financial Considerations:

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

Oversight/Project Responsibility:

Craig Collins, City Planner, is tasked with processing vacation requests.

Attachments:

None

May 29, 2020

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

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

SUBJECT: Rescinding Resolution No. 19-2150 and Establishing a Public Hearing to Adopt Revisions to the Current Rate Resolution for Residential and Commercial Solid Waste Collection, Recycling, and Disposal at the Casper Solid Waste Facility.

Meeting Type & Date

Regular Council Meeting

June 16

Action Type

Minute Action

Recommendation

That Council, by minute action, rescind Resolution No. 19-2150 and establish July 7, 2020, as the Public Hearing date for consideration of adopting revisions to the current residential and commercial solid waste collection, recycling, and disposal fees at the Casper Solid Waste Facility, to become effective September 1, 2020.

Summary

City Council reviewed a presentation of the public input survey related to five (5) possible options for residential recycling going forward at their May 26, 2020 meeting. Staff received 1,480 online surveys, 142 phone-in surveys, and 124 mail-in surveys, for a total of 1,746 responses to the recycling survey.

City Council approved staff to move forward with opening the recycling depots, opening the Material Recovery Facility (MRF), and providing a rate resolution increasing the residential refuse collection rated by \$1.70 per month as a result of the overwhelming choice (over 60%) of survey option #3. In addition, City Council directed staff to pursue an agreement with the towns of Bar Nunn, Evansville, and Mills to charge for collection, decontamination, baling, and brokering of recyclable materials deposited from their community recycling depots. If these towns agree to pay for these services, the total residential refuse collection rate increase could be reduced by as much as \$0.18 per month. Rates will be evaluated in November 2020 to determine if adjustments are needed.

Staff recommends the residential refuse collection rate increase effective September 1, 2020 to provide time to negotiate service agreements with the surrounding towns and to hire staff to operate the MRF.

In addition to increasing the residential refuse collection rate by \$1.70 per month (or less depending on the surrounding town service agreements), staff recommends a commercial recyclable rate of \$35.00 per ton. The commercial recyclable rate would be charged to haulers other than City recycling haulers, such as Glenrock, Douglas, or Rawlins haulers, who bring recyclable materials to the MRF.

Consideration of the revisions to the current residential and commercial solid waste collections, recycling, and disposal fees at the Casper Solid Waste Facility is scheduled to take place at the July 7, 2020 regular City Council meeting.

A rate resolution is attached for council consideration with all changes highlighted in yellow.

Financial Consideration

Staff recommends these fees become effective on September 1, 2020.

Oversight/Project Responsibility

Cynthia Langston, Solid Waste Manager

Attachments

Appendix A– Rate Resolution with Strikeout Changes

APPENDIX A

RESOLUTION NO. 20-XXX

A RESOLUTION ESTABLISHING RATES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION, RECYCLING AND DISPOSAL AT THE CASPER REGIONAL SOLID WASTE FACILITY, AND RESCINDING RESOLUTION NO. ~~18-70~~ 19-250.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following rates are hereby established for the collection, recycling and disposal of garbage, recyclables and refuse effective January 1, 2020, except where noted otherwise.

A. RESIDENTIAL SOLID WASTE COLLECTION SERVICES

1. Single-Family Resident and Multi-Family

- a. Garbage Collection \$17.10 \$18.80 Monthly (Per Unit Charge)
Effective September 1, 2020
- \$17.27 \$19.00* Monthly (Per Unit Charge)
Effective January 1, 2021

\$8.55 Monthly (Per Unit Charge)
50% (A.I. a.)
Effective January 1, 2020

*Note: 1% rate increase approved 12/17/2019 by Council to be in effect 1/1/21; will be re-evaluated in November 2020.

- b. Additional 90-gallon \$8.64 Monthly (Per Unit Charge)
50% (A.I. a.)
Effective January 1, 2021

- 2. Additional Requested Pickup Services \$14.00 Per 90 Gallon Container
\$42.00 Per 300 Gallon Container

3. Extra Collection

- a. Three Large Items Included in A.I.
- b. Each Additional Minute of Collection \$12.00

- 4. Special Collection \$60.00 Minimum Charge

- a. First Five Minutes Included
- b. Each Additional Minute of Collection \$12.00

5. Residential "On Call" Metal Bin See Following Table

a.

Effective January 1, 2020

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
4 Cubic Yard	\$35	\$68	\$95
6 Cubic Yard	\$35	\$74	\$118

Effective January 1, 2021

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
4 Cubic Yard	\$35	\$69	\$95
6 Cubic Yard	\$35	\$75	\$118

- b. Container Rental After Two Weeks of Non-Use, or
Container Removed Before Two Weeks of Non-Use
- \$6.00 Per Day
No Charge

6. Special Permits \$5.00 Monthly

7. Residential Penalty Fees

- a. Habitual Late Set Out \$17.70
- b. Extremely Dense or Heavy Waste*
 - \$23.65 Per 90-100 Gallon Container
 - \$70.88 Per 300 Gallon Container
 - \$95.50 Per 400 Gallon Container

*concrete, dirt sand, sludge, or garbage contents weighing more than 500 pounds

The City Manager or his/her designee shall impose a fee of \$15.00, \$30.00 or \$100.00 per incident for residential or commercial customers not complying with City regulations defined in Sections 8.32.040(a) and 8.32.050 of the Casper Municipal Code, in addition to any other charges otherwise due the City by residential customers.

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B. COMMERCIAL SOLID WASTE COLLECTION SERVICES

1. Commercial Collection Tables*

Effective January 1, 2020

Number of Trash Pickup Services Per Week*	1 Yard Bin Monthly Charges	2 Yard Bin Monthly Charges	3 Yard Bin Monthly Charges	4 Yard Bin Monthly Charges	6 Yard Bin Monthly Charges	8 Yard Bin Monthly Charges	90 Gallon Bin Monthly Charges	200 Gallon Bin Monthly Charges	300 Gallon Bin Monthly Charges	400 Gallon Bin Monthly Charges
One Pickup Per Week	\$58	\$77	\$95	\$116	\$157	\$204	\$19	\$37	\$58	\$77

If commercial customer provides trash container, a 7% reduction is applied to the rate.

*NOTE: The monthly charges are linear for number of trash pickup services per week; therefore, charges for multiple pickups are multiplied by the monthly charges indicated in the above table for each size of container, i.e. two (2) pickups per week for a 4 Yard Bin would be $\$116 \times 2 = \232 .

Effective January 1, 2021

Number of Trash Pickup Services Per Week*	1 Yard Bin Monthly Charges	2 Yard Bin Monthly Charges	3 Yard Bin Monthly Charges	4 Yard Bin Monthly Charges	6 Yard Bin Monthly Charges	8 Yard Bin Monthly Charges	90 Gallon Bin Monthly Charges	200 Gallon Bin Monthly Charges	300 Gallon Bin Monthly Charges	400 Gallon Bin Monthly Charges
One	\$59	\$78	\$96	\$117	\$159	\$206	\$19	\$37	\$659	\$78

If commercial customer provides trash container, a 7% reduction is applied to the rate.

Commercial Collection Tables*

- 2. Special Collection \$60.00 Minimum Charge Included
- a. First Five Minutes Included
- b. Each Additional Minute of Collection \$12.00

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3. Additional Requested Collection (must provide request for additional collection one day prior to requested date)

See Following Table

Effective January 1, 2020

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
2 Cubic Yard	\$35	\$55	\$71
3 Cubic Yard	\$35	\$55	\$83
4 Cubic Yard	\$35	\$68	\$95
6 Cubic Yard	\$35	\$74	\$118
8 Cubic Yard	\$35	\$95	\$129

Effective January 1, 2021

Bin Size	Delivery and Removal	One Normal MSW Dump	Construction Waste (Heavy or Dense)
2 Cubic Yard	\$35	\$56	\$71
3 Cubic Yard	\$35	\$56	\$83
4 Cubic Yard	\$35	\$69	\$95
6 Cubic Yard	\$35	\$75	\$118
8 Cubic Yard	\$35	\$96	\$129

4. Commercial "On Call" Metal Bin See A.5.a., Residential "On Call" Metal Bin
5. Overfilled Bins \$12.00 Per Yard
6. Commercial Penalty Fees \$17.70
- a. Habitual Customer Call Backs Double Fees
- b. Extremely Dense or heavy Waste*
*concrete, dirt, sand, sludge or garbage contents weighing more than 500 pounds
7. Roll Off Container Services \$90.00
- a. Delivery Fee \$231.00 Per Service
- b. Collection (Only) Service Fee Rate X Tonnage
- c. Disposal \$3.00 Per Day or \$21 Per
- d. Container Rental (per day)

- | | | |
|----|---|---|
| | | Week |
| e. | Pre-Service Payment (delivery and one collection fee) | \$321 Prior to delivery |
| 8. | Customers Outside the City Limits Within a Two-Mile Perimeter | Apply 1.30% Multiplier to Solid Waste Commercial Collection Fees Found in Table B.1 |

C. COMMERCIAL COLLECTION RECYCLING SERVICES

1. Commercial recycling service charges for City and non-City sanitation customers are determined by applying a multiplier to change the solid waste rate schedule fees found in B.1.

OCC - Old Corrugated Containers (Cardboard)	0.50 OR 50%
OWP-Old White Paper or Office Pack	0.50OR50%
UBC - Used Aluminum Beverage Cans	Free Collection

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D. DISPOSAL CHARGES AT CASPER REGIONAL SOLID WASTE FACILITY

1. Municipal Solid Waste (MSW) Disposal Charges for residents of Natrona County. See Table Below. NOTE: An additional 30% fee will be assessed for individuals residing outside of Natrona County, with the exception of those individuals residing within jurisdictions having written agreements with the City of Casper.

a.

	Natrona County Residents and Other Residents Residing Within Jurisdictions Having Written Agreements with the City of Casper	Outside-Natrona County Residents
Residential Garbage	\$51.00 Per Ton	\$66.30 Per Ton
Residential Garbage	\$53.00 Per Ton (Eff. 1/1/21)	\$68.90 Per Ton (Eff. 1/1/21)
Automobile	\$6.00 Per Automobile	\$7.80 Per Automobile
10-Foot or Less Pickup Bed Quantity	\$18.00 Per Bed	\$23.40 Per Bed
RESIDENTIAL RECYCLABLES (Corrugated Cardboard, Paperboard, Aluminum, Tin cans, Newspaper, Magazines, White Office Paper, Plastics #1, and Plastics #2.	NO CHARGE	NO CHARGE
Chlorofluorocarbon (CFC) Containing Appliances	\$32.00 Per Item (If Doors on Appliance)	\$41.00 Per Item (If Doors on Appliance)
	\$28.00 Per Item (If Doors Removed From Appliance)	\$36.40 Per Item (If Doors Removed From Appliance)
Passenger Cars and Pickup Tires	\$3.00 Per De-Rimmed Tire (Limit 30)	\$3.90 Per De-Rimmed Tire (Limit 30)
Heavy Truck Tires or Semi Tires	\$6.00 Per De-Rimmed Tire (Limit 30)	\$7.80 Per De-Rimmed Tire (Limit 30)

	Bulk Car, Pickup Truck, Heavy Truck, or Semi Tires (More than 30 de-rimmed tires)	\$135.00 Per Ton	\$175.50 Per Ton
	Electronics	No Charge	No Charge
	Fluorescent Bulbs	No Charge	No Charge
b.	Residential Garbage Exceptions		
	Water Bill Punch Pass	Included in Monthly Rate	N/A
	Household Hazardous Waste	No Charge	No Charge
	Clean Yard or Green Waste	No Charge	No Charge
	Clean Metals or Appliances	No Charge (Non CFC)	No Charge (Non CFC)

The City Manager or his/her designee shall impose a fee of \$15.00 per load, in addition to any other charges otherwise due the City by residential customers transporting unsecured loads, as defined in Sections 8.40.100(a) and 8.32.140(±) of the Casper Municipal Code, to the solid waste facility. Upon payment of the additional \$15.00 fee for unsecured loads, the City may, based upon available supplies, provide such user a tarp, mess cord, or other device to prevent material from blowing or otherwise falling out of any such vehicle.

c.		Natrona County	Outside-Natrona County Businesses
	Commercial Municipal Solid Waste Garbage	\$51.00 Per Ton	\$66.30 Per Ton
	Commercial Municipal Solid Waste Garbage	\$53.00 Per Ton (Effective 1/1/21)	\$68.90 Per Ton (Effective 1/1/21)
	8-Foot Pickup Bed Quantity	\$18.00 Per Bed	\$23.40 Per Bed

COMMERCIAL RECYCLABLES (Corrugated Cardboard, Paperboard, Aluminum, Tin cans, Newspaper, Magazines, White Office Paper, Plastics #1, and Plastics #2)	\$35 PER TON	\$35 PER TON
Chlorofluorocarbon (CFC) Containing Appliances	\$32.00 Per Item (If Doors on Appliance)	\$41.00 Per Item (If Doors on Appliance)
	\$28.00 Per Item (If Doors Removed From Appliance)	\$36.40 Per Item (If Doors Removed From Appliance)
De-Rimmed Passenger Cars and Pick-up Tires	\$3.00 Per Tire (Limit 30)	\$3.90 Per Tire (Limit 30)
De-Rimmed Heavy Truck Tires or Semi Tires	\$6.00 Per Tire (Limit 30)	\$7.80 Per Tire (Limit 30)
Bulk De-Rimmed Tires (Car, Pickup truck, Heavy Truck and Semi Tires)	\$135.00 Per Ton	\$175.50 Per Ton
Tires Larger Than 10 Inches in Width and 22 Inches in Diameter	Rates will cover actual disposal costs. Disposal costs vary with market pricing. Current rate sheets will be available upon request.	
Electronics	\$0.40 Per Pound	\$.52 Per Pound
Fluorescent Light Bulbs	\$1.00 Per Bulb	\$1.30 Per Bulb

d. Commercial Garbage Exceptions

Clean Yard or Green Waste Other Than Grass (Check-in at Scale House)	No Charge	No Charge
Clean Yard or Green	\$70.00 per Week	\$91.00 per Week

Waste (Check-in at
Dawn to Dusk
Compost Yard)

Grass (Check-in at Scale House) \$18.00 Per Truck Load \$ 23.40 Per Truck Load
July 1 thru October 31

Clean Metals or Appliances No Charge (Non CFC) No Charge (Non CFC)

The City Manager or his/her designee shall impose a fee of \$50.00 per load, in addition to any other charges otherwise due the City by commercial customers transporting unsecured loads, as defined in Sections 8.40.100(a) and 8.32.140(t) of the Casper Municipal Code, to the solid waste facility.

2. Other Solid Waste

a. Minimum Charge- Unless Specified \$63.00 Per Ton

b. Waste Used as Alternate Daily Cover \$33.00 Per Ton (ADC) or Clean Untreated Wood

c. Petroleum Contaminated Soils with TPH DRO/GRO 8015 Test Results \$63.00 Per Ton*
*After 300 tons disposed per project a reduced rate of \$37.00 may apply.

0-10,000 PPM TPH No Lab Surcharge

10,000-15,000 PPM TPH \$250.00 Lab Surcharge, Plus Any Required Additional Laboratory or Disposal Costs Over the Surcharge

15,000- PPM TPH \$500.00 Lab Surcharge, Plus Any Required Additional Laboratory or Disposal Costs Over the Surcharge

NOTE: Laboratory Work Must Be from a Local EPA-Certified Laboratory

d. Friable Asbestos or Other Waste Requiring Special Handling \$85.00 Per Ton*
*After one ton disposed per project a reduced rate of \$63.00 may apply.

e. Trailers or Mobile Homes Too Large for Scale \$1,500 Minimum Additional Special Handling or Cell Development Fee May Apply

f.	Inert Wastes (Construction and Demolition Waste that cannot Be baled)	\$33 Per Ton
g.	Mixed Wastes	\$102 Per Ton
h.	Wind Turbine Blades* and Motor Housing	\$75 Per Ton
	*Special Handling Fee	\$90 Per Blade

E. CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG)
HAZARDOUS WASTE

Rates will cover actual disposal costs. Disposal costs vary with market pricing and a current rate sheet will be available at the City's solid waste facility.

F. COMMUNITY CLEANUP PROGRAM Fees Waived

Certificates may be issued by the Solid Waste Division in cooperation with the Keep Casper Beautiful.

G. NON PROFIT THRIFT STORES

B.7. Fees Apply, with
B.7.c. Ldf Disposal
Fees Waived and
B.7.d Rental Fees
Waived
D.1.c. Fees Apply, with
Electronic Fees
Waived

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H. COMPOST YARD PRODUCTS

Compost Yard Product	Description	Retail Price Per Cubic Yard or Per 5-gal	Wholesale Price Per Cubic Yard*
4" Natural Mulch	Single Ground Tree Branches or Clean Wood	\$12.50	\$8.50
4" Natural Mulch 5 Gallons	Single Ground Tree Branches or Clean Wood in reusable 5-gallon bucket.	\$0.35	Not Available
2" Natural Mulch	Double Ground Tree Branches or Clean Wood	\$16.50	\$12.50
2" Natural Mulch 5 Gallons	Double Ground Tree Branches or Clean Wood in reusable 5-gallon bucket.	\$0.50	Not Available
Natural Fine Mulch	Wood Fines from screened double ground tree branches or clean wood	\$9.00	\$6.00
Natural Fine Mulch 5 Gallons	Wood Fines from screened double ground tree branches or clean wood in a reusable 5-gallon bucket.	\$0.75	Not Available
Colored Mulch	Double Ground Tree Branches or Clean Wood that has been Dyed Red, Black, Gold, Brown or other color.	\$35.00***	\$30.00***
Colored Mulch 5 Gallons	Double Ground Tree Branches or Clean Wood that has been Dyed Red, Black, Gold, Brown or other color in reusable 5-gallon bucket.	\$1.00	Not Available
Compost	Composted Yard Waste	\$20.00	\$18.00
Compost 5 Gallons	Composted Yard Waste in reusable 5-gallon bucket.	\$1.00	Not Available
Screened Top Soil	Sod dirt or top soil that has been through a ½" screen.	\$25.00	Not Available
Amended Top Soil	A combination of top soil, sand, fine mulch and compost	\$35.00	Not Available
Wood Pallet AND SAND		FREE	FREE
5-gallon Bucket	A 5-gallon bucket with no lid to carry product	\$4.00 each**	Not Available
Loading	Loading of material to customer vehicle.	\$10 per load	Not Available
Loading with Yard Waste Incentive Voucher	Loading of material to customer vehicle if the customer is utilizing yard waste incentive vouchers for free Product.	\$15.00 per load	Not Available

*Commercial company pre-ordered purchases only.

**Price for 5-gallon bucket may vary with market costs.

***Price may vary with current market costs to purchase the colorizer.

I. COMPOST YARD PRODUCTS -- PROMOTIONAL SALES EVENTS

Promotional sales events and pricing may occur seasonally with wholesale pricing and free loading.

J. COMMERCIAL EVENTS AND ACCIDENT SCENE STREET SWEEPING SERVICES

Commercial events and accident scene street sweeping services for special business events and accident scenes with responsible parties are determined by applying an hourly rate to the time to perform the service. An hourly rate of \$170 per hour is assessed Monday through Friday from 7 a.m. to 3 p.m. (normal operational hours) and an hourly rate of \$180 per hour is assessed during non-normal operational hours.

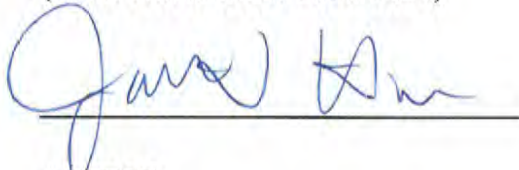
K. RESIDENTIAL YARD WASTE INCENTIVE PROGRAM

Natrona County residents may receive a voucher with a specific dollar value to use towards the purchase of compost or natural (non-colored) wood chips when they bring their yard waste to the compost yard. Only grass, leaves, twigs, and branches are eligible. One half (1/2) of a Pickup Truck Bed (a few bags or branches) equals \$2.00 voucher. A level Pickup Truck Bed equals a \$5.00 voucher. A Heaping Pickup Truck Bed equals a \$10:00 voucher. Vouchers cannot be exchanged for currency, they are not transferrable, and all vouchers expire one year from the issue date. Loading Fee with this program is \$15 per Load.

BE IT FURTHER RESOLVED: That Resolution No. 19-250 ~~18-70~~ pertaining to fees for the collection, disposal or recycling of solid waste is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:
(Solid Waste Rates 2020/2021)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

June 11, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tom Pitlick, Financial Services Director *TP*
SUBJECT: Amendment to the Fiscal Year 2020 Budget

Meeting Type & Date

Regular Council Meeting
June 16, 2020

Action type

Public Hearing
Resolution

Recommendation

That Council, by Resolution, authorize an amendment to the Fiscal Year 2020 Budget.

Summary

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

Financial Considerations

The net impact to the Fiscal Year 2019-2020 annual budget would be \$2,161,169 as summarized below:

General Fund	\$ 1,012,357
Local Assessment District	\$ 65,000
Metro Animal Shelter	\$ 42,561
Capital Fund	\$ 137,485
Hogadon Fund	\$ 1,000
WWTP Fund	\$ 12,161
Refuse Fund	\$ 103,600
Fleet Maintenance Fund	\$ -0-
Property Insurance Fund	\$ (65,750)
Health Insurance Fund	\$ 852,755

Oversight/Project Responsibility

Tom Pitlick, Financial Services Director

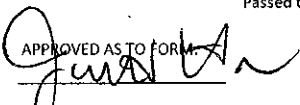
Attachments

Budget Amendment #3 Resolution
Budget Amendment Detail

RESOLUTION NO. 20-135

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020 (THIRD AMENDMENT TO THE ORIGINAL ADOPTED BUDGET)					
Be it Resolved by the Council of the City of Casper, Wyoming					
Section 1. Following notice published June 3, 2020, and the public hearing held June 16, 2020, the originally adopted Fiscal Year 2020 budget is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:					
	Total Budget Original Appropriation	Revised Budget As Amended (BA #'s 1 & 2)	Amendment BA #3	Revised Budget As Amended	Amendment #3 Funding Source(s)
Revenues & Other Financing Sources					
Taxes	101	22,833,535	22,833,535	0	22,833,535
Licenses & Permits	101	6,238,998	6,238,998	0	6,238,998
Intergovernmental	101	12,835,866	12,835,866	0	12,835,866
Fines and Forfeits	101	1,129,118	1,129,118	0	1,129,118
Charges for Services	101	5,196,957	5,316,957	0	5,316,957
Interest	101	359,542	359,542	0	359,542
Miscellaneous	101	334,651	334,651	0	334,651
Operating Transfers	101	0	0	537,005	537,005 Transfer from Health Fund
Total Revenues and Other Sources	101	48,928,667	49,048,667	537,005	49,585,672
Expenditures & Other Financing Uses					
Public Safety	101	26,105,452	26,398,723	1,042,298	27,441,021 Unassigned Cash
Public Works	101	4,684,179	4,725,779	192,563	4,918,342 Unassigned Cash
Health and Social Services	101	1,139,094	1,142,215	0	1,142,215
Culture and Recreation	101	2,909,414	2,948,414	29,014	2,977,428 Unassigned Cash
General Government	101	9,171,412	9,344,735	285,487	9,630,222 Unassigned Cash
Transfers Out	101	5,269,940	5,222,748		5,222,748
Total Government Activities Expenditures	101	49,279,491	49,782,613	1,549,362	51,331,975
Business Type / Enterprises					
Weed & Pest	110	588,677	643,677	0	643,677
CDBG	111	37,000	76,139		76,139
Revolving Land Fund	113	25,294	1,111,431	0	1,111,431
Perpetual Care	103	646,375	2,553,880		2,553,880
Police Grants	114	261,888	462,563		462,563
Special Fire Assistance	112	156,100	156,100	0	156,100
CATC	115	2,029,966	2,186,812	0	2,186,812
MPO	116	1,416,913	2,133,644		2,133,644
Local Assessment Districts	104	3,001	1,680,307	65,000	1,745,307 Fund Available Cash
Capital Projects	150	17,205,313	41,539,826	202,485	41,742,311 \$65k fund transfer; \$12,485 available designated funds, \$125,000 1% #16
Opportunities Fund	102	10,962	325,962		325,962
Water	201	15,444,660	24,853,896		24,853,896
Sewer	203	7,582,969	8,332,557		8,332,557
WWTP	204	14,245,176	18,694,328	12,161	18,706,489 Fund Available Cash
Refuse Collection	205	7,612,499	9,702,969	103,600	9,806,569 Fund Reserves
Ballfill	206	9,725,790	13,299,456		13,299,456
Aquatics	221	1,175,066	1,175,066	0	1,175,066
Golf Course	222	751,049	876,049	0	876,049
Ice Arena	223	643,201	643,201	0	643,201
Hogadon	225	926,349	858,343	1,000	859,343 Fund Available Cash
Casper Events Center	226	1,109,535	1,109,535	0	1,109,535
Parking	227	35,418	65,223		65,223
PSCC	117	2,685,085	3,299,541		3,299,541
CWR Water System	202	3,349,604	3,362,996	0	3,362,996
Casper Recreation Center	224	1,418,068	1,438,882		1,438,882
Redevelop Loan Fund	130	67,000	67,000	0	67,000
Fleet Maintenance	251	2,460,784	2,460,784	250,000	2,710,784 Fund transfer
Buildings & Structures	252	965,061	979,871	0	979,871
Employee Health Insurance	253	8,280,958	8,282,763	\$ 852,755	9,135,518 Fund Available Cash
Property and Liability Insurance	254	2,132,806	2,132,806	250,000	2,382,806 Fund Available Cash
Metro Animal Shelter	105	753,157	945,534	42,561	988,095 Fund Reserves
CWR Water System Agency	300	0	0	0	0
Total Gov Activities & Business Expenditures		153,025,215	205,233,754	3,328,924	208,562,678

Passed this _____ day of _____ (Month/Year)

APPROVED AS TO FORM


ATTEST:

 Fleur Tremel
 City Clerk

CITY OF CASPER, WYOMING
 A Municipal Corporation

 Steven K. Freel
 Mayor

FY '20 BUDGET AMENDMENT #3 DETAIL

	FUNDING REQUESTED	NEW OR OFFSETTING REVENUES	DESCRIPTION	FUNDING SOURCE
GENERAL FUND (101)				
General Government				
Municipal Court - Supplemental Pay	\$ 4,900		Add'l needed to cover Dec. '19 one time payment	Unassigned Cash
Municipal Court - Postage and Printing	\$ 1,200		Mailing out juror summons for the upcoming year	Unassigned Cash
Municipal Court - Health Insurance	\$ 4,415		Health Insurance underbudgeted	Unassigned Cash
Marathon Building - Electricity	\$ 2,500		Expense exceeding budget	Unassigned Cash
Marathon Building - Natural Gas	\$ 2,000		Expense exceeding budget	Unassigned Cash
Marathon Building - Water	\$ 150		Expense exceeding budget	Unassigned Cash
City Hall/Campus Buildings - Internal Services	\$ 27,000		Internal Services allocation under estimated	Unassigned Cash
Human Resources - Health Insurance	\$ 10,219		Health Insurance underbudgeted	Unassigned Cash
Information Services - Health Insurance	\$ 47,326		Health Insurance underbudgeted	Unassigned Cash
Finance - Internal Services	\$ 5,680		Expense not budgeted	Unassigned Cash
Finance - Accounting-Audit Services	\$ 82,000		unanticipated accounting services	Unassigned Cash
Finance - Other Employee Compensation	\$ (3,400)		budget reduction	Unassigned Cash
Finance - Health Insurance	\$ 42,953		Health Insurance underbudgeted	Unassigned Cash
Engineering - Health Insurance	\$ 58,544		Health Insurance underbudgeted	Unassigned Cash
Transfer In		\$ (537,005)	Health Fund redistribution	
Total General Government	\$ 285,487	\$ (537,005)		
Culture & Recreation				
Parks - Health Insurance	\$ 26,014		Health Insurance underbudgeted	Unassigned Cash
Parks Special Areas - Water	\$ 3,000		Expense exceeding budget	Unassigned Cash
Total Culture & Recreation	\$ 29,014			
Public Safety				
Fire Administration - Supplemental Pay	\$ 26,275		Add'l needed to cover Dec. '19 one time payment	Unassigned Cash
Fire Administration - Health Insurance	\$ 255,148		Health Insurance underbudgeted	Unassigned Cash
Fire EMS - Disability Buyback	\$ 750,000		Buy back per union contract	Unassigned Cash
Fire EMS - FICA/MC	\$ 10,875		Buy back per union contract (taxes on buyback amount)	Unassigned Cash
Total Public Safety	\$ 1,042,298			
Public Works				
Streets - Salary/Wages	\$ 45,000		Salary costs exceeding budget	Unassigned Cash
Overtime	\$ 4,350		Snow events	Unassigned Cash
Health Insurance	\$ 92,386		Health Insurance underbudgeted	Unassigned Cash
Gas/Fuel	\$ 50,827		Needed funds were transferred to mat.&suppl to cover ice slicer	Unassigned Cash
	\$ 192,563			
LAD Fund (104)				
Transfer Out	\$ 65,000		Transfer to Capital Fund for street projects	Fund Available Cash
Metro Animal Shelter (105)				
Health Insurance	\$ 25,561		Health Insurance underbudgeted	Fund Reserves
Internal Services	\$ 17,000		Internal Services allocation under estimated	Fund Reserves
	\$ 42,561			

FY '20 BUDGET AMENDMENT #3 DETAIL (Page 2)

	FUNDING REQUESTED	NEW OR OFFSETTING REVENUES	DESCRIPTION	FUNDING SOURCE
Capital Fund (150)				
Improvements other than buildings	\$ 12,485		To restore full funding of 1% #15 to Platte River Trails Trust award	Prior Designated Funds
Improvements other than buildings	\$ 26,700		LAD 157 Construct	Transfer from LAD Fund
Improvements other than buildings	\$ 38,300		LAD 157 - Other	Transfer from LAD Fund
Improvements other than buildings	\$ 125,000		Funding for Links Pumpstation Replacement	1% #16
Transfer In		\$ (65,000)	Transfer to cover LAD 157 project costs	
	\$ 202,485	\$ (65,000)		
Hogadon Fund (225)				
Health Insurance	\$ 1,000		Health Insurance underbudgeted	Fund Available Cash
WWTP Fund (204)				
Salaries & Wages	\$ 10,000		Expense Line underbudgeted	Fund Available Cash
Supplemental Pay	\$ 130		Expense Line underbudgeted	Fund Available Cash
Other Employee Withholdings	\$ 31		Expense Line underbudgeted	Fund Available Cash
FICA	\$ 1,000		Expense Line underbudgeted	Fund Available Cash
Retirement Contributions	\$ 1,000		Expense Line underbudgeted	Fund Available Cash
	\$ 12,161	\$ -		
Refuse Fund (205)				
Other Contractual	\$ 103,600		Unanticipated additional expenditures	Fund Reserves
	\$ 103,600	\$ -		
Fleet Maintenance (251)				
Vehicle Maintenance	\$ 250,000		Budget line overexpenditure	Transfer from Prop. & Liability Fund
Transfer In		\$ (250,000)	Transfer from Prop. & Liability Fund	
	\$ 250,000	\$ (250,000)		
Property Insurance Fund (254)				
Transfer In		\$ (315,750)	Health Fund redistribution	
Transfer Out	\$ 250,000		Transfer to Fleet Maintenance to cover shortage	Fund available cash
	\$ 250,000	\$ (315,750)		
Employee Health Insurance (Fund 253)				
Transfers Out	\$ 852,755		Allocation of 75% of FY '19 & '20 subsidy contributions	Fund available cash
Total All Funds	\$ 3,328,924	\$ (1,167,755)		

June 10, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tom Pitlick, Financial Services Director *TP*
SUBJECT: City of Casper Budget for Fiscal Year 2021

Meeting Type and Date

Regular Council Meeting
June 16, 2020

Action Type

Public Hearing
Resolution

Recommendation

That Council, by resolution, adopt the proposed City of Casper municipal budget for Fiscal Year 2021.

Summary

Wyoming State Statute 16-4-103 requires municipalities to adopt an annual budget. A public hearing must be held to receive public input on a proposed budget, and the hearing must occur on the third Tuesday in June. A final budget must be adopted by the City Council within twenty-four hours of that hearing.

City staff began working on the proposed FY 2021 budget in November 2019. A summary of the proposed budget was presented at a Council Work Session on May 12, 2020, followed by budget sessions on May 18th and May 26th. A proposed summary budget was entered into the minutes of the Regular Council Meeting on June 2nd, and additional modifications to the budget were discussed at the Council Work Session on June 9th.

In recognition of uncertain economic times resulting from the COVID-19 virus and the subsequent negative pressure upon sales tax receipts, the budget, as proposed, includes several cost saving initiatives supported by Council. Among these measures are the freezing of step increases effective July 1, 2020; implementation of an employee furlough program based on wage scale; major reductions in the capital outlay plan; suspension of planned hires; and contribution reductions to various City supported community agencies.

Financial Considerations

The budget that is now being proposed for adoption includes total citywide expenditure authority of \$132,384,633 and a total expected revenue of \$135,590,111. Specific to the General Fund, an application of cash in the amount of \$1,827,908 is expected to be needed to supplement the anticipated revenues in order to fully support the \$46,113,576 planned expenditures.

Oversight/Project Responsibility

Tom Pitlick, Financial Services Director
Pete Meyers, Asst. Financial Services Director
Evan Condelario, Budget & Acctg. Supervisor

Attachments

Resolution

RESOLUTION NO. 20-136

A RESOLUTION MAKING APPROPRIATIONS OF FUNDS TO COVER EXPENDITURES OF THE CITY OF CASPER, WYOMING,					
FOR THE FISCAL YEAR OF JULY 1, 2020, TO JUNE 30, 2021					
Be it Resolved by the Governing Body of the City of Casper, Wyoming, that, following notice published June 3, 2020, and the public hearing held June 16, 2020, the official City Budget for the Fiscal Year ending June 30, 2021, is adopted as follows:					
	Adopted				
	Appropriation				
General Fund Revenues & Other Financing Sources					
Taxes	101	4,403,676			
Licenses & Permits	101	5,939,395			
Intergovernmental	101	27,949,549			
Fines and Forfeits	101	877,888			
Charges for Services	101	4,307,330			
Interest	101	372,655			
Miscellaneous	101	435,175			
Application of Cash	101	1,827,908			
Operating Transfers	101	0			
Total GF Revenues and Other Sources	101	46,113,576			
General Fund Expenditures & Other Financing Uses					
Public Safety	101	24,563,302			
Public Works	101	3,684,159			
Health and Social Services	101	1,028,612			
Culture and Recreation	101	2,749,884			
General Government	101	9,588,443			
Transfers Out	101	4,499,175			
Total GF Activity Expenditures	101	46,113,576			
Business Type / Enterprises					
River Fund	106	63,402			
Weed & Pest	110	689,810			
CDBG	111	0			
Revolving Land Fund	113	42,462			
Perpetual Care	103	514,781			
Police Grants	114	421,566			
Special Fire Assistance	112	75,000			
CATC	115	2,720,846			
MPO	116	1,159,703			
Local Assessment Districts	104	160			
Capital Projects	150	8,710,310			
Opportunities Fund	102	1,004,922			
Water	201	14,936,837			
Sewer	203	6,812,274			
WWTP	204	13,575,565			
Refuse Collection	205	7,441,384			
Balefill	206	7,423,524			
Aquatics	221	761,071			
Golf Course	222	855,049			
Ice Arena	223	505,653			
Hogadon	225	867,605			
Casper Events Center	226	866,836			
Parking	227	117,240			
PSCC	117	2,721,891			
CWR Water System	202	3,352,237			
Casper Recreation Center	224	1,491,164			
Redevelop Loan Fund	130	50,000			
Fleet Maintenance	251	2,384,527			
Buildings & Structures	252	1,026,475			
Employee Health Insurance	253	2,364,525			
Property and Liability Insurance	254	1,867,320			
Metro Animal Shelter	105	1,426,918			
Total Gov Activities & Business Expenditures		132,384,633			

Passed this _____ day of _____

APPROVED AS TO FORM:


ATTEST:

 Fleur Tremel
 City Clerk

CITY OF CASPER, WYOMING
 A Municipal Corporation

 Steven K. Freel
 Mayor

ORDINANCE NO.12-20

AN ORDINANCE AMENDING SECTION 15.02.120 and 15.04.070 of the
CITY OF CASPER MUNICIPAL CODE

WHEREAS, it is the desire of the governing body of the City of Casper to provide, within the City's existing Ordinance structure, a means to protect against and/or remediate STRUCTURES UNSAFE FOR HUMAN OCCUPANCY; and,

WHEREAS, the current Casper Code in Sections 15.02.010 et. seq. addresses one and two family dwellings; and,

WHEREAS, the current Casper Code in Sections 15.04.010 et. seq. addresses structures other than one and two family dwellings;

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

SECTION 1:

Section 15.02.120 of the Casper Municipal Code is created to define and control unsafe structures:

[1] **Unsafe Structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because the structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[2] **Conditions.** Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress, inadequate light, ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or hazardous maintenance as defined herein, shall be deemed unsafe. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section.

- A. Inadequate means of egress. Means a safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code. Locked doors shall be able to be readily opened from the side from which egress is to be made without the use of keys, special knowledge or effort, except where permitted by the International Building Code. Emergency escape openings shall be maintained in accordance with the code in effect at the time of construction.
- B. Multi-Family Egress Lighting. Every common hall and stairway in residential multi-family occupancies shall be lighted at all times. Interior and exterior means of egress, stairways shall be illuminated at all times with not less than 1-foot candle at floors, landings and treads.

- C. Ventilation. Every habitable space shall be ventilated by natural or mechanical means. Natural ventilation means each habitable space shall have not less than one operable window. Mechanical ventilation requires supply and return or exhaust air be provided by approved equipment and produce equal amounts of supply and return or exhaust air. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.
- D. Fire Hazard - multi-family dwellings and rental units. The required fire resistant-rated construction, including walls, fire stops, shaft enclosures, partitions, smoke barriers, floors, ceilings and sprayed fire resistant materials shall be maintained to limit the spread of fire and smoke. Existing Fire protection systems shall be inspected and maintained. Smoke alarms shall be installed and maintained in institutional and residential dwellings where required. Carbon Monoxide alarms shall be installed and maintained when applicable.
- E. Heating Facilities. Dwellings shall be provided with an approved heating appliance such as a furnace or boiler capable of maintaining a room temperature of 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances shall not be used, nor shall portable unvented fuel burning space heaters be used, as a means to provide required heating. Electrical space heaters are allowed for supplemental heat only.
- Exception: Fuel burning space heaters shall be allowed for emergency use only, until repairs are complete on the required approved heating appliance.
- F. Electrical System Hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacles and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.
- G. Water system. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.
- H. Sanitary Drainage. Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage septic system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects. Prohibited: Sanitary waste shall not be collected, stored or disposed of on any property other than as referenced herein.
- I. A vacant structure that is not secured against entry shall be deemed unsafe.

[3] **Structures unfit for human occupancy.** A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by ordinance or code, or because the location of the structure or the facility or equipment within the structure constitutes a hazard to the occupants of the structure or to the public.

[4] **Unlawful Structure.** An unlawful structure is one found whole or in part to be occupied by more persons than permitted by code, or was erected, altered or occupied contrary to law.

SECTION 2:

Section 15.04.070 – Section 105.1 is amended to read:

Section 105.1 – Structures Unsafe for Human Occupancy

[1] **Unsafe Structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because the structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[2] **Conditions.** Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress, inadequate light, ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or hazardous maintenance as defined herein, shall be deemed unsafe. Unsafe structures shall be taken down and removed or made safe, as the building official deems necessary and as provided for in this section.

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Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

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facility or equipment within the structure constitutes a hazard to the occupants of the structure or to the public.

[4] **Unlawful Structure.** An unlawful structure is one found whole or in part to be occupied by more persons than permitted by code, or was erected, altered or occupied contrary to law.

[5] **Unlawful Activity.** It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain any building or structure in the city, or cause or permit the same to be done, in violation of this code.

SECTION 3:

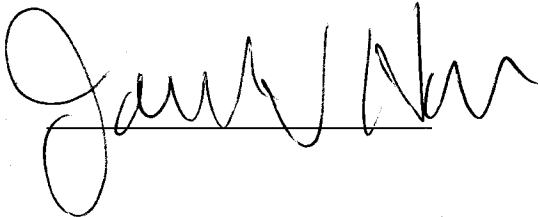
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 1st reading the 19th day of May, 2020.

PASSED ON 2nd reading the 2nd day of June, 2020.

PASSED, APPROVED, and ADOPTED on the 3rd and final reading the _____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

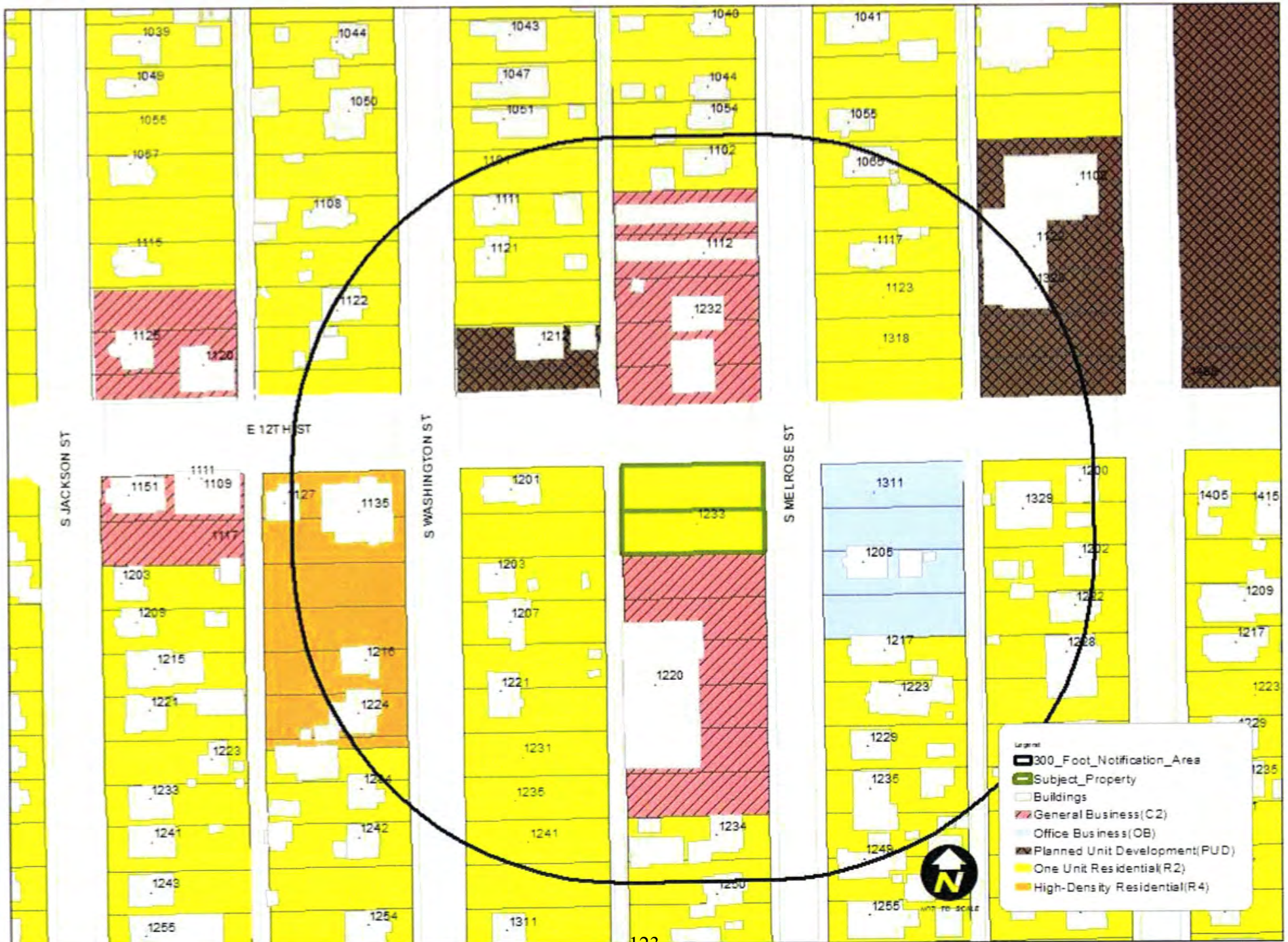
CITY OF CASPER, WYOMING

A Municipal Corporation

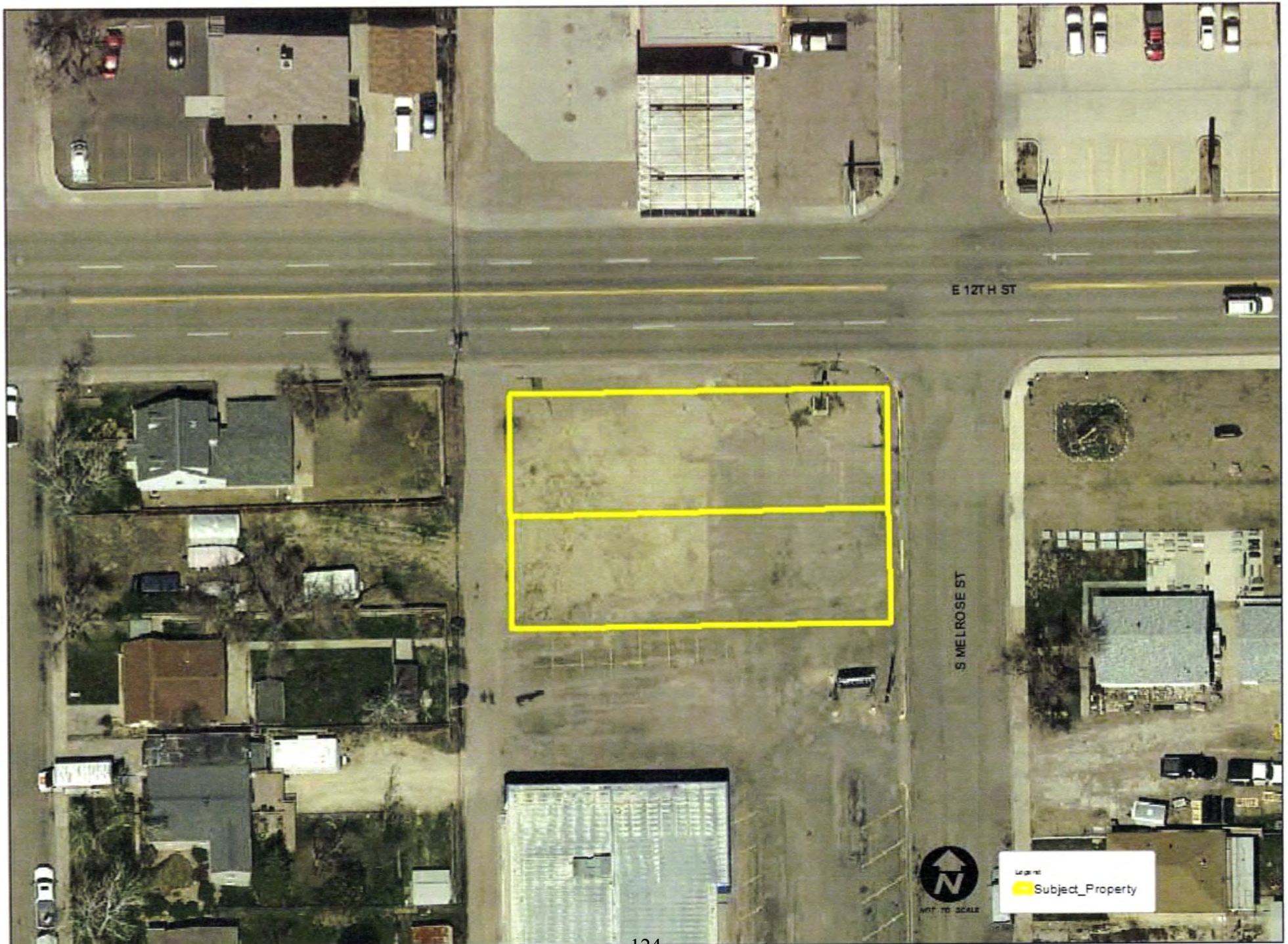
Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

Proposed Zone Change to C-2 (General Business)



Proposed Zone Change to C-2 (General Business)





Dee Ann Hardy

From: Rod Weikum <prsolutionz@aol.com>
Sent: Sunday, April 05, 2020 8:37 AM
To: Dee Ann Hardy
Cc: WEIKUMDACPAM@aol.com
Subject: zoning changes

PLN-20-013-Z

Though I have no objections to the zoning change and think that will be a good use of the property, main well traveled street, I am not crazy about the timing of your hearing.

I beleive that a postponed hearing where attendance and additional comments would give the appearance of transparency.

At the very least, a longer comment time. During this time, all things considered, people have a lot on their minds and may not have the time to focus on comments on the change.

Not every one will have access to the electronic viewing and communication options you have provided. I do see the effort you have made to provide those.

please take time, real time to think and discuss this.

Thanks
Rod Weikum
Melrose mini warehouse
1112 So Melrose
Casper, Wy.

Dee Ann Hardy

From: seanbarbseano@juno.com
Sent: Tuesday, April 07, 2020 11:24 AM
To: Dee Ann Hardy
Subject: Zoning Change PLN-20-013-Z


Dear Zoning Commission,

My business is almost directly across from the requested zoning change.
I am in favor of the zoning change to General Business.
Thanks,

Sean F. Ellis, DDS

April 10, 2020

MEMO TO: Bob King, Chairman
Members of the Planning and Zoning Commission

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

SUBJECT: **PLN-20-013-Z** – Petition for a zone change of Lots, 344 and 345, Kenwood Addition, located at the southwest corner of East 12th and South Melrose Streets, from zoning classification R-2 (One Unit Residential), to zoning classification C-2 (General Business), to allow for the construction of a coffee shop. Applicant: Grit Line, LLC.

Recommendation:

If, after hearing public testimony, and considering the facts of the case, the Planning and Zoning Commission finds that the proposed zone change meets the minimum requirements of the Casper Municipal Code, and is in conformance with the Comprehensive Land Use Plan, staff would recommend approval of the zone change, with a “do pass” recommendation to the City Council.

Code Compliance:

Staff has completed all public notice requirements of Section 17.12.170 of the Casper Municipal Code pertaining to zone changes, including notification of property owners within 300 feet by first class mail, posting a sign on the property, and publishing legal notice in the Casper Star-Tribune. **At the time that the staff report was prepared, staff has received two (2) public comments on this case.**

Summary:

Application has been received for a requested zoning classification change of two vacant lots located at the southwest corner of East 12th Street and South Melrose Street, from zoning classification R-2 (One Unit Residential), to zoning classification C-2 (General Business). Surrounding land uses in the area include residential, commercial, and a church directly abutting the subject properties on the south. Existing zoning adjacent to the subject property is as follows:

- North – C-2 (General Business);
- South – C-2 (General Business);
- East – OB (Office Business);
- West – R-2 (One Unit Residential).

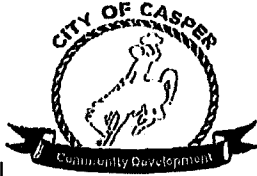
The reason given by the applicant for the requested zone change is to allow for the development of the property as a drive-thru coffee shop. The applicant has not yet developed a site plan for the property, pending the outcome of the zone change request.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and 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 subject property is located in an area along East 12th Street designated as a “neighborhood center.” Page 4-32 of the Plan provides general characteristics of areas designated as neighborhood centers, which typically include low-scale commercial uses and supporting multifamily residential. A rezone of the property to C-2 (General Business), and the development of the property as a small commercial coffee shop, would be in keeping with the land uses envisioned under “neighborhood centers.”

For the Commission’s reference, Section 17.68.020 of the Municipal Code is listed below to illustrate the land uses that are permitted in the proposed C-2 (General Business) zoning district.

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.



City of Casper Planning Division

Zone Change Application

OWNER/PETITIONER'S INFORMATION:

NAME: Grit Line LLC
ADDRESS: 5865 Bell Valley Rd Casper, WY 82604
TELEPHONE: 307-267-4286 EMAIL: fredkuck@yahoo.com

PETITION THE CITY TO REZONE THE FOLLOWING DESCRIBED REAL PROPERTY:

LEGAL DESCRIPTION: Kenwood Lots 344-343

STREET ADDRESS: _____

FROM EXISTING ZONING DISTRICT: R-2

TO PROPOSED ZONING DISTRICT: C-2

UPON THE REZONING OF THE ABOVE DESCRIBED REAL PROPERTY, I (WE) PROPOSE TO USE THE PROPERTY FOR THE FOLLOWING PURPOSES (BRIEF STATEMENT OF FACTS AND JUSTIFICATION FOR REZONING):

We would like to use the lots for a coffee shop

The following owner's signature, or agent, signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: [Signature] (member of Grit Line LLC)

SIGNATURE OF PROPERTY OWNER: _____

DATE: 3-13-20

SUBMIT TO:
Community Development Department
Planning Division
200 N David, RM 203
Casper, WY 82601
Phone: 307-235-8241
Fax: 307-235-8362
www.casperwy.gov
E-mail: dhardy@cityofcasperwy.com

- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
 - PROOF OF OWNERSHIP
 - \$750 APPLICATION FEE (NON-REFUNDABLE)

FOR OFFICE USE ONLY:
DATE SUBMITTED:
3/13/20
REC'D BY: dh

ORDINANCE NO.13-20

AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS 344 AND 345, KENWOOD ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone Lots 344 and 345, Kenwood Addition Subdivision in the City of Casper, located at the southwest corner of East 12th Street and South Melrose Street, from zoning classification R-2 (One Unit Residential) to C-2 (General Business); and,

WHEREAS, after a public hearing on April 16, 2020, 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:

Lots 344 and 345, Kenwood Addition, are hereby rezoned from R-2 (One Unit Residential) to C-2 (General Business).

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 19th day of May, 2020.

PASSED on 2nd reading the 2nd day of June, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2020.

APPROVED AS TO FORM:

Walter Street

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 6, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Third Reading on a Vacation and Replat of Lot 1, Block 1, Cemetery Addition, to create the Gorgan Hills Addition Subdivision, comprising 31.52-acres, more or less, generally located south of West 46th Street and east of Moose Street

Meeting Type & Date:

Regular Council Meeting, June 16, 2020

Action Type:

Third reading of Ordinance

Summary:

On second reading, at the June 2, 2020 Council meeting, the City Council voted to amend the conditions of approval to strike one of the two (2) conditions recommended by the Planning and Zoning Commission, as follows:

1. ~~The plat shall be amended to add a public cross street approximately midway through the subdivision, from Moose Street to the eastern boundary, in the vicinity of the shared lot line between proposed Lots 4 and 5, in compliance with the City's maximum block length requirements found in Section 16.16.020.~~
2. The plat shall be amended to dedicate the necessary right-of-way at the south end of Moose Street for the construction of a standard City cul-de-sac or turnaround, and the applicant/owner shall construct said cul-de-sac or turnaround prior to the issuance of any Certificates of Occupancy for any structures in the subdivision.

The Casper Fire Department has requested that the second, still-remaining condition be emphasized as being very important for public safety, and they request that the City Council keep the condition intact to ensure an adequate turn-around area for their equipment.

Financial Considerations:

None

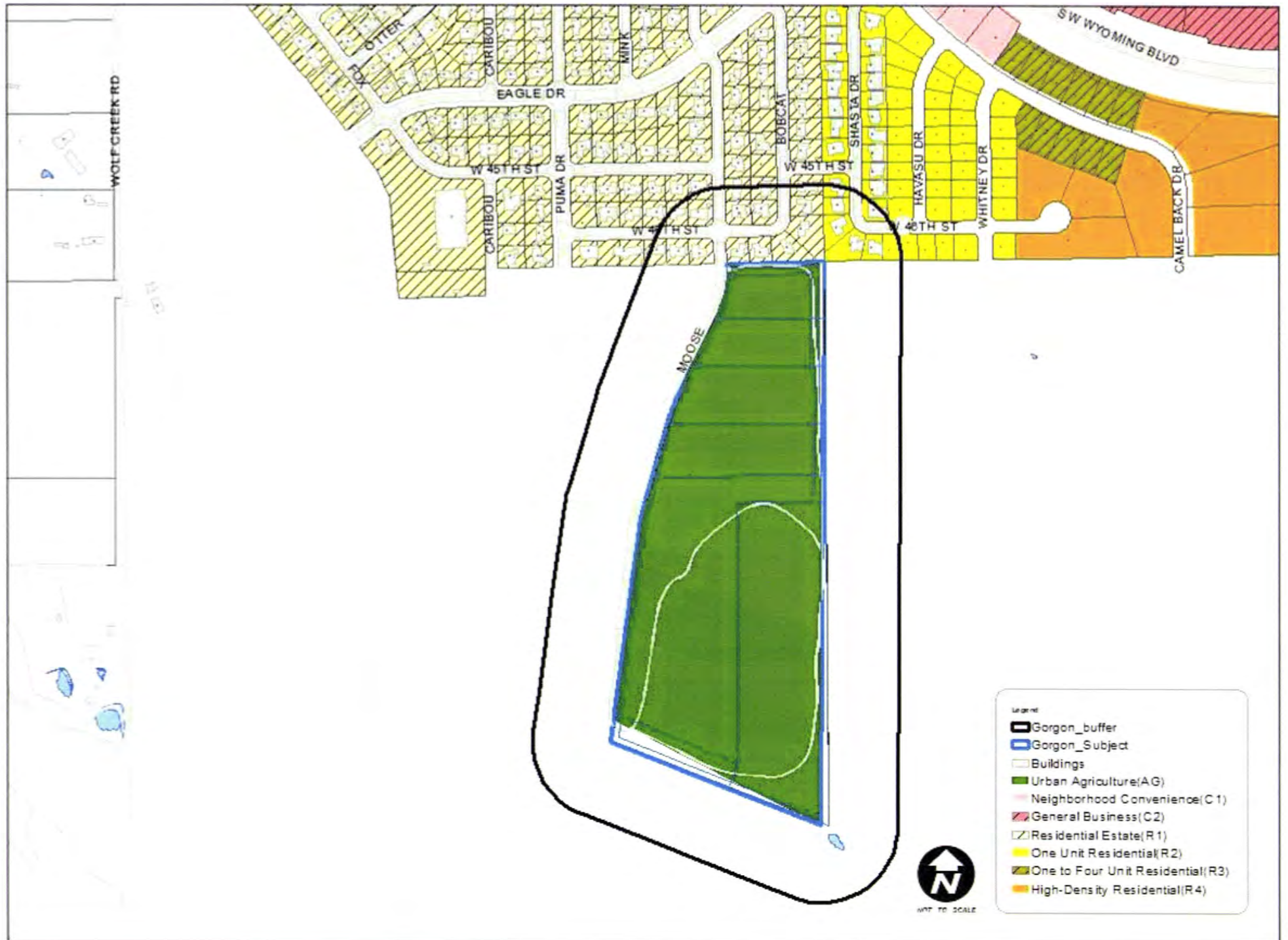
Oversight/Project Responsibility:

Community Development Department

Attachments:

None

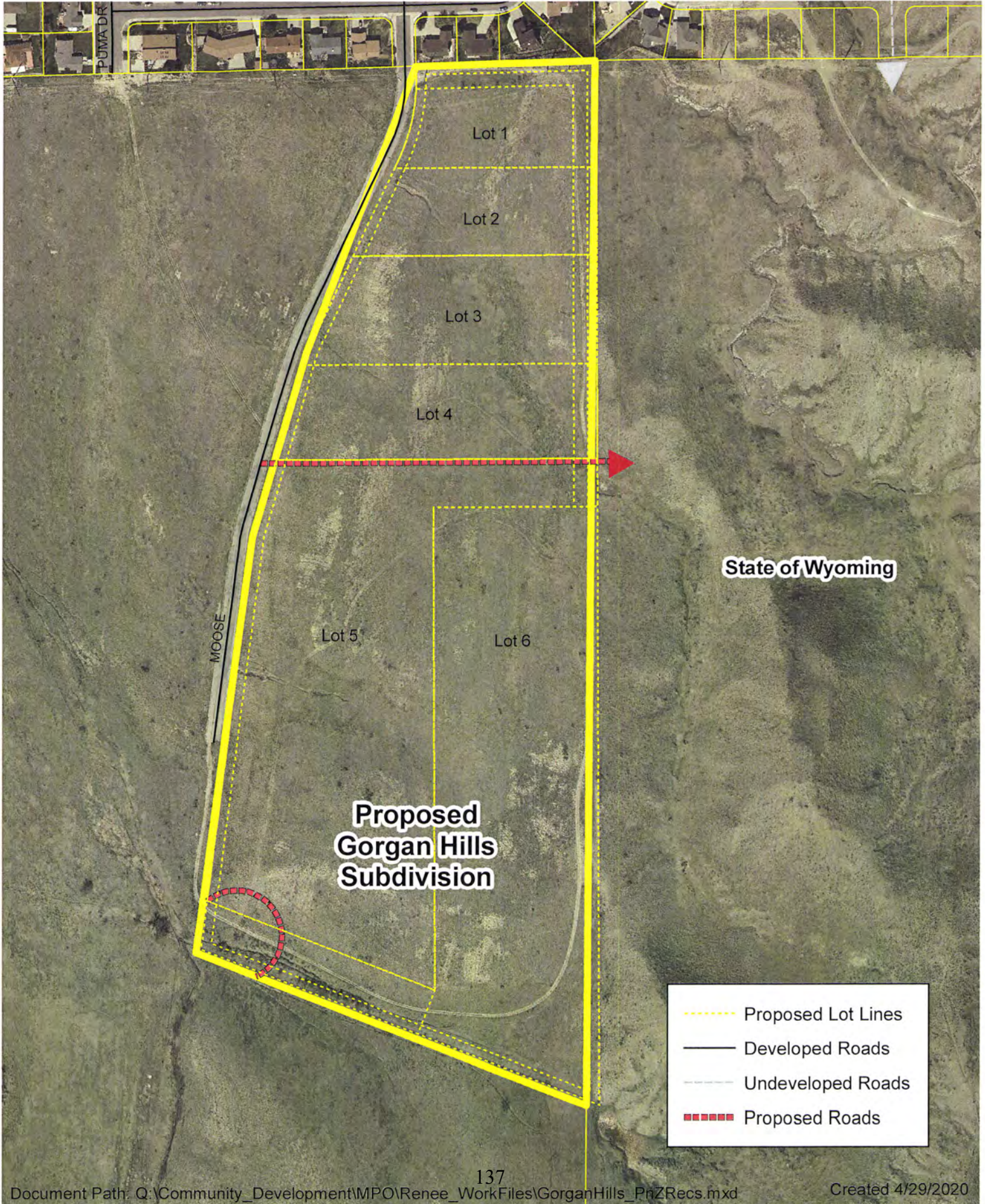
Proposed Gorgan Hills Subdivision

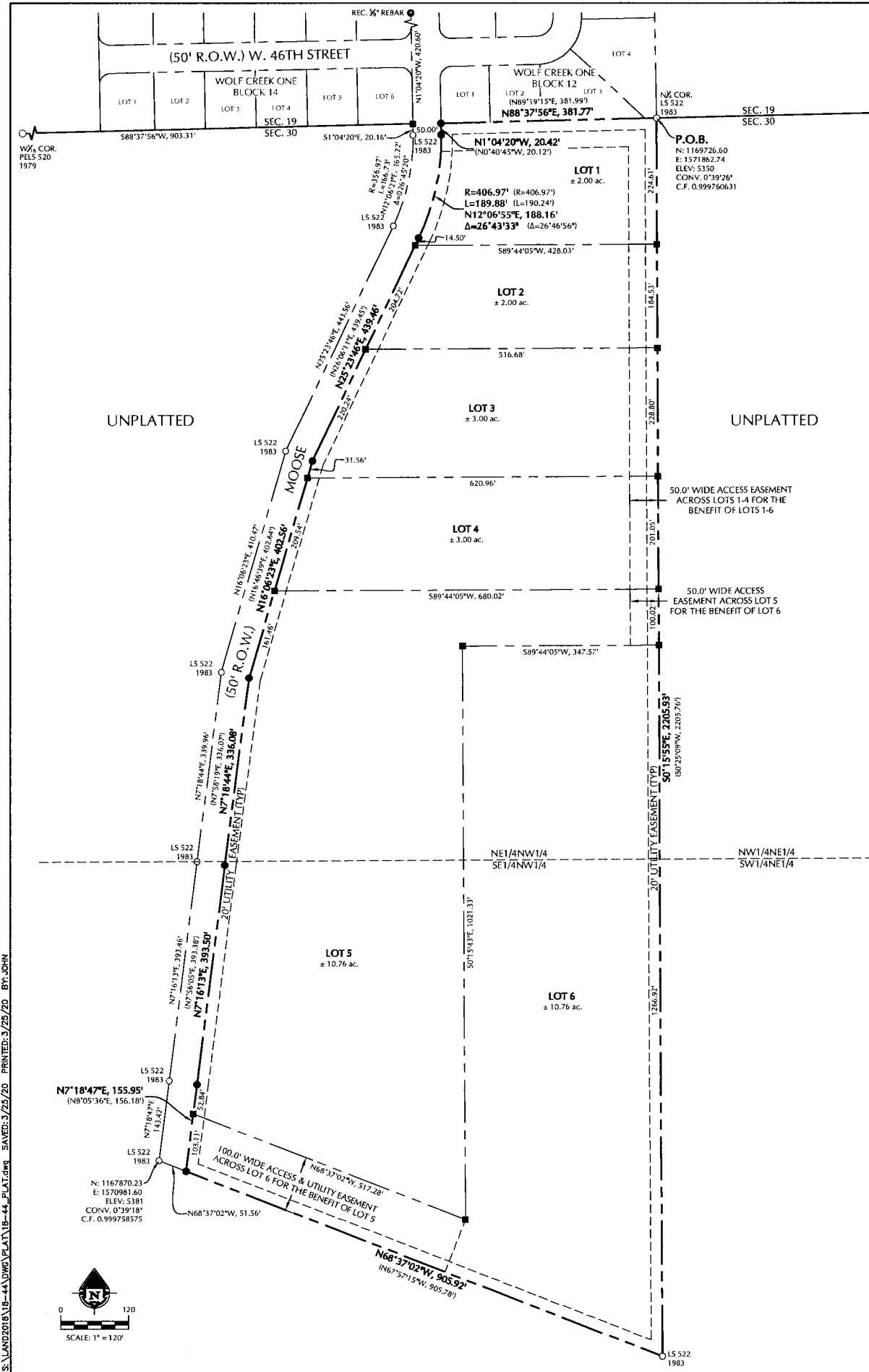


Proposed Gorgan Hills Subdivision



Proposed Gorgan Hills Subdivision Planning and Zoning Commission Recommendations





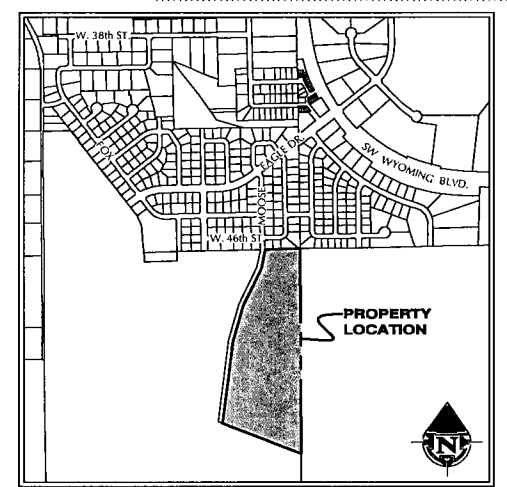
PLAT OF
"GORGAN HILLS ADDITION"
 TO THE CITY OF CASPER, WYOMING

BEING A VACATION AND REPLAT OF
"LOT 1, BLOCK 1, CEMETERY ADDITION"
 TO THE CITY OF CASPER, WYOMING

LOCATED IN THE NE1/4NW1/4 AND THE SE1/4NW1/4, SECTION 30
 TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL
 MERIDIAN NATRONA COUNTY, WYOMING

SCALE: 1"=120'

AFFIX RECORDING LABEL HERE



VICINITY MAP
 1" = 1000'

CERTIFICATE OF DEDICATION

Gorgan, LLC hereby certifies that they are the owner and proprietor of the foregoing vacation and replat of Lot 1, Block 1, Cemetery Addition to the City of Casper, Wyoming, located in and being a portion of the NE1/4NW1/4 and the SE1/4NW1/4, Section 30, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at a brass cap at the northeast corner of the Parcel being described and being the north 1/4 corner of said Section 30 and a point on the south line of Wolf Creek One; thence along the east line of said NE1/4NW1/4 and said SE1/4NW1/4, 50'15"55"E, 2205.93 feet to a brass cap at the southeast corner of said Parcel; thence along the south line of said Parcel, N68°37'02"W, 905.92 feet to the southwest corner of said Parcel and a point on the east right-of-way line of Moose; thence along the west line of said Parcel and the east right-of-way line of Moose for the next 7 calls, N7°18'47"E, 155.95 feet; thence N7°16'13"E, 393.50 feet; thence N7°18'44"E, 336.08 feet; thence N16°06'23"E, 402.56 feet; thence N25°23'46"E, 439.46 feet to a point of non-tangent curve; thence 189.88 feet along the arc of a true curve to the left having a radius of 406.97 feet, a central angle of 26°43'33", a chord bearing of N12°06'55"E, and a chord length of 188.16 feet; thence N1°04'20"W, 20.42 feet to a point on the northerly line of said Section 30 and the southwest corner of Lot 1, Block 12 of said Wolf Creek One; thence along the north line of said Section 30 and the south line of said Wolf Creek One, N88°37'56"E, 381.77 feet to the Point of Beginning.

The above described Parcel contains 31.52 acres, more or less, and is subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired.

The subdivision of the forgoing described land as it appears on this plat is with the free consent and in accordance with the desire of the above named owner and proprietor. The name of said subdivision shall be known as "Gorgan Hills Addition", to the City of Casper, Wyoming. The above named owner and proprietor does hereby grant to the public and private utility companies an easement and license to locate, construct, use and maintain conduits, lines, wires and pipes, any or all of them, under, along or across the strips of land marked as utility easements as shown on this plat.

OWNER
 Gorgan, LLC
 3630 Ermine Circle
 Casper, Wyoming 82604

Jessie Morgan - Managing Member, Gorgan, LLC

OWNER
 Gorgan, LLC
 3630 Ermine Circle
 Casper, Wyoming 82604

Scott Gorrie - Managing Member, Gorgan, LLC

STATE OF WYOMING)
 NATRONA COUNTY)
 The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by:
 Jessie Morgan - Managing Member, Gorgan, LLC
 as a free and voluntary act and deed. Witness my hand and official seal. My commission expires: _____

STATE OF WYOMING)
 NATRONA COUNTY)
 The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by:
 Scott Gorrie - Managing Member, Gorgan, LLC
 as a free and voluntary act and deed. Witness my hand and official seal. My commission expires: _____

NOTARY PUBLIC

NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS _____ DAY OF _____, 2020.

ATTEST: SECRETARY _____ CHAIRMAN _____

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED, ADOPTED AND APPROVED
 THIS _____ DAY OF _____, 2020.

ATTEST: CITY CLERK _____ MAYOR _____

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020. CITY ENGINEER _____

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2020. CITY SURVEYOR _____

RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS _____ DAY OF _____, 2020.

INSTRUMENT NO. _____ COUNTY CLERK _____

CERTIFICATE OF SURVEYOR

I, James F. Jones, do hereby certify that I am a professional land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of "GORGAN HILLS ADDITION" as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the City of Casper regulations governing the subdivision of land.

STATE OF WYOMING)
 NATRONA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by:
 James F. Jones, P.L.S.

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires: _____

NOTARY PUBLIC

NOTES

1. ERROR OF CLOSURE: 1:1,086,032
2. BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983
3. DISTANCES: U.S. SURVEY FOOT - GROUND
4. COORDINATES LISTED ARE CITY OF CASPER DATUM AND ARE GRID VALUES.
5. ELEVATIONS LISTED REFERENCE NAVD88 AND NOT INTENDED FOR USE AS BENCHMARKS.

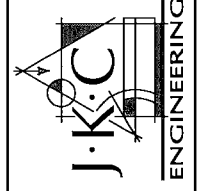


LEGEND

- RECOVERED BRASS CAP
- RECOVERED 5/8" REBAR
- SET 5/8" REBAR W/ALUMINUM CAP
- PLAT BOUNDARY
- - - LOT LINES
- - - EASEMENT LINES
- - - MEASURED
- - - RECORD

ENGINEERING • SURVEYING • GIS MAPPING
 CONSTRUCTION MANAGEMENT

1111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
 Ph: 307-265-4601 • Fax: 307-265-4672



PLAT OF
"GORGAN HILLS ADDITION"
 TO THE CITY OF CASPER, WYOMING
 LOCATED IN AND BEING A PORTION OF THE NE1/4NW1/4 AND THE SE1/4NW1/4, SECTION 30,
 TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 NATRONA COUNTY, WYOMING


DATE: 3/10/2020
 PROJECT #: 18-44
 DRAWN BY: JRB/SAS
 SHEET TITLE:

RECORD OF SURVEY

SHEET NUMBER
1 OF 1

April 10, 2020

MEMO TO: Bob King, Chairman
Members of the Planning and Zoning Commission

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

SUBJECT: **PLN-20-012-R** – A vacation and replat of Lot 1, Block 1, Cemetery Addition, to create Gorgan Hills Addition, comprising 31.52-acres, more or less, generally located south of West 46th Street, and east of Moose Street. Applicant: Gorgan, LLC.

Recommendation:

If, after hearing public testimony and considering the facts of the case, the Planning and Zoning Commission finds that the vacation and replat creating Gorgan Hills Addition meets the minimum requirements of the Municipal Code, staff recommends approval, with a “do pass” recommendation to City Council, with the following conditions:

1. The plat shall be amended to add cross streets through the subdivision, from Moose Street to the eastern boundary, to comply with the City’s maximum block length requirements found in Section 16.16.020.
2. The plat shall be amended to dedicate the necessary right-of-way at the south end of Moose Street for the construction of a standard City cul-de-sac or turnaround, and the applicant/owner shall construct said cul-de-sac or turnaround prior to the issuance of any Certificates of Occupancy for any structures in the subdivision.

Code Compliance:

Staff has completed all public notice requirements of Section 16.24 of the Casper Municipal Code pertaining to plats, including notification of property owners within three hundred (300) feet by first class mail, posting a sign on the property, and publishing a legal notice in the Casper Star-Tribune. At the time the staff report was prepared, **staff received one (1) public comments on this case.**

Summary:

Application has been made to vacate the unimproved Cemetery Addition, and to replat it as the Gorgan Hills Addition. The subject property comprises 31.52-acres, more or less, is currently platted as a single lot, and is zoned AG (Urban Agriculture). The proposed replat is creating six (6) newly configured lots, ranging in size from two (2) acres to 10.76-acres in size. All proposed lots have frontage/access on Moose Street along the west edge of the subdivision. The minimum lot size in the AG (Urban Agriculture) zoning district is one (1) acre, when public water and sewer is available, and two (2) acres when public water and sewer is not available. Public water will only be available to approximately 1/3 of the property involved, on the northern extent of the

subdivision because of the elevation of the property in relation to the maximum elevation in which the Zone 2 water system can provide service.

Staff has included two recommended conditions of approval for the Commission's consideration. Section 16.16.020 of the Municipal Code limits residential block lengths to no longer than 750 feet in length, and the first recommended condition would bring the subdivision into compliance with that block length requirement by requiring the addition of cross streets to the plat. The purpose of the limitation on block length is to ensure that adequate cross streets are available to provide multiple points of access, as well as redundant utility connection points. Moose Street, the only access to this subdivision, is over 2,000 feet in length, with no proposed cross streets through the subdivision to access the land located to the east in the future. The land to the east of the subdivision is currently State of Wyoming Public Land, with no immediate plans to develop; however, the Summit Addition, located north east of the subject area, provided two (2) points of access into the area, Whitney Drive and Camel Back Drive, in anticipation of the future need for access through the area. Section 16.16.020 allows the City Council to approve block lengths greater than 750 feet in length when justified by topography, or if shorter block lengths are not practical because of impediments such as parks, railroads or other existing physical features. The applicant has requested relief from the maximum block length requirements via written request, which is attached for the Commission's review/reference. Although only the City Council can provide the requested relief, it is appropriate that the Planning and Zoning Commission should provide a recommendation in regard to the requirement.

Staff's second recommended condition of approval is regarding Section 16.16.020(Q), that requires that all dead end streets and cul-de-sacs be less than 600 feet in length, and also requires that all dead end streets must have a turnaround at the end (cul-de-sac) with a minimum radius of fifty (50) feet. Although the Moose Street right-of-way was platted and dedicated many years ago, the replat under consideration now would trigger the requirement to bring the street up to current design standards for City streets. Again, only the City Council has the authority to provide relief from the requirement, thus allowing a dead-end road in excess of 600 feet in length without a cul-de-sac or other approved turn around at the end. It is appropriate that the Planning and Zoning Commission provide a recommendation to the City Council in regard to both the street length and turnaround requirements.

Dee Ann Hardy

From: Dee Ann Hardy
Sent: Friday, April 10, 2020 11:18 AM
To: Michele Holder
Subject: RE: In reference to PLN-20-012-R Gorgan Hills Addition

Thank you for your comments. They will be provided to the Planning and Zoning Commission prior to the meeting in a packet of information. Your comments reference the area as a cemetery. Cemetery Addition is the current subdivision name, and if approved by both Planning and Zoning and City Council the new subdivision name will be Gorgan Subdivision and create six (6) lots for development. I just wanted to address your concern that a cemetery will not be near your home.

Regards,

Dee Hardy
Admin Support Tech
Community Development
200 N. David, Room 205
Casper, Wyoming 82601
(307) 235-8241
dhardy@casperwy.gov

From: Michele Holder <micheleholder65@yahoo.com>
Sent: Tuesday, April 07, 2020 8:25 PM
To: Dee Ann Hardy <dhardy@casperwy.gov>
Subject: In reference to PLN-20-012-R Gorgan Hills Addition

April 7, 2020

To whom it may concern:

In reference to PLN-20-012-R Gorgan Hills Addition.

I am the property owner of 3631 W. 46th St. I have received notice regarding the application for the Cemetery addition.

According to the map of the proposed Gorgan Subdivision, the cemetery addition would be located directly behind my property. I would like to take this opportunity to express my concerns and opposition to this application/request.

These are my following concerns:

* Soil leachate- The slope of the landscape behind my house is such that I require 2 sump pumps under my home for drainage due to the run off. If the proposed cemetery is built, run off will have concentrations of undesirable material and harmful substances that will enter and settle within my yard and under the crawl space of my home. Contamination that could effect the health and safety of myself,my family and pets.

* Property value- It would significantly reduce the value of my home. Resale- It would reduce the amount of buyers if I decide to sell in the future.

* Traffic into and out of the cemetery especially during funerals.

* Ordinances that may be put in place as to not disturb mourners. I would like to be able to have a BBQ in my back yard, or mow my lawn or build a deck and not feel that I am being disrespectful.

* Just don't like the idea of having the window of my bedroom looking out into a graveyard. Imagine looking out of YOUR bedroom window into a graveyard and being reminded of death every day. I don't like it Period.

I strongly oppose this application, I feel that there are different locations that would be much more appropriate for a cemetery. I appreciate your careful consideration for my concerns in this matter. If you need to contact me you can reach me at (307) 277-2603

Sincerely,

Michele Holder

APR 13 2020

Dee Ann Hardy

From: grant lawson <lawryder1@yahoo.com>
Sent: Monday, April 13, 2020 4:30 PM
To: Dee Ann Hardy
Subject: Gorgan Addition

To whom it may concern,

I understand there is a comment period currently open for the Wolf Creek Gorgan Addition. I have lived in Wolf Creek on and off since 1990. Most recently, 2014-2019 on Shasta street, and currently living on 38th Street. I am in favor of allowing this development. I am also in favor of the road staying a public city road. I do not think the proposed development of the now private property in this location would be a detriment to the neighborhood. I believe it would actually be beneficial to the neighborhood.

Thank you.

Grant Lawson

APR 14 2020

Connie Rodgers
4511 Moose
Casper, WY 82604

April 14, 2020

Craig Collins, AICP
City Planner
Planning Division

Mr. Craig Collins,

I am a concerned resident of Wolf Creek subdivision, as I heard recently of the planned new Gorgon Hills Addition.

My first concern is for the current residents of the area who purchased homes nearby because of the quiet neighborhood and access to public land via foot. Will there be continued access from Moose Street? Will there be speed bumps to slow traffic for children in the neighborhood and all foot/traffic?

In regard to access to state land, certainly it is important and just that citizens have the benefit of freedom of access.

Just a side-note: I would almost hate to tell people that the name of the new housing division means "terrible". Surely they could come up with something that fits the beautifully aesthetic country that they are about to inhabit.

I appreciate any care you might interject on our behalf.

Sincerely,

Connie Rodgers
Resident/4511 Moose

APR 14 2020

Dee Ann Hardy

From: Jo Ann Williams <willifam9@gmail.com>
Sent: Tuesday, April 14, 2020 3:04 PM
To: Dee Ann Hardy
Subject: Application PLN-20-012-R

Re: Planning and Zoning Commission public hearing, April 16, 2020, 6:00 pm
PLN-20-012-R

I am writing this comment regarding the above application as a resident of Casper, although I do not live within the 300-foot radius of the perimeter of the property involved.

I formerly lived in the Wolf Creek subdivision and still have friends who live in the area that will be impacted by this zoning application. My comments are in support of the concerns they have expressed to me. The access to public lands that follows the Moose street extension has been used and enjoyed by the residents of the Wolf Creek subdivision since we lived there 27 years ago. I still walk the roadway and beyond when I am visiting my friends who reside there.

My requests to the Planning and Zoning Commission are two:

1. I hope that as this application is considered, the Committee will take into account a provision to keep the private to public access open. The recreational opportunity for residents and pets is a great asset to the neighborhood.
2. I also foresee that with the increased traffic, and given the lengthening of Moose Street, there will be an increase of danger for the many young children that live along Moose and especially those who live close to the intersection where the new subdivision is proposed to begin. Please consider providing speed bumps and signage to alert drivers to the presence of children at play and encourage safe driving.

Thank you.

Jo Ann Williams
823 S. Oakcrest Ave.
Casper, WY 82601

APR 15 2020

Dee Ann Hardy

From: Eric Lawrence <elawrence00@gmail.com>
Sent: Tuesday, April 14, 2020 9:17 PM
To: Dee Ann Hardy
Subject: Regards to zoning commission meeting on April 16th

Re: PLN-20-012-R

City of Casper Planning Commission,

I am writing in regards to the proposed replat of the Cemetery Edition in Wolf Creek. I am a homeowner at the corner of Moose and 46th and I am opposed to the replatting of the area for a housing development for two reasons.

1. There is slightly over a quarter mile of city owned road in the area to be developed that has not been used by vehicles in many years and would need to be completely rebuilt to support a housing development. This would add an undo cost to the taxpayers for only a handful of homes. Especially in a time of potential downturn and recession the city's revenue should be better utilized in keeping repair of existing roads that need upkeep.
2. This being a family friendly neighborhood many of the homes within the intersection of 46th and Moose have small children that play regularly in this area that currently has limited traffic. Adding new homes would increase traffic and the risk to these children that play regularly in this area.

Thank you for considering our input into this decision. We trust that you will make the right decision for the city of Casper and its taxpayers.

Dr. Eric and Karen Lawrence
3710 W 46th St

APR 15 2020

I, resident of 3721 W 46th St., am writing on behalf of my family to state my strong objection to the application to rezone the hill behind my house for a housing development by Gorgan, LLC. I have several reasons for my objection, which I know are shared by the overwhelming majority, if not all, of my neighbors here in Wolf Creek.

1. The construction of a housing addition will involve an intolerable amount of dust and dirt in the air for my backyard and for the neighborhood in general. The hill would have to be cut into. This is the windiest place in Casper, which is saying something. The last time some construction was attempted (by the city), there were so many complaints about the dust by the residents, that the city stopped their construction. We would be talking about months of intolerable conditions for me, my wife, my children, and my neighbors.

2. I bought in Wolf Creek and specifically the house I have with the understanding that the city owned the hill behind my house, that it was going to be used for a cemetery, and that it was not zoned for normal residential building. It is unfair to me and others who bought with this understanding to change the zoning in the interest of a company that is simply trying to make money, not improve our neighborhood.

3. Wolf Creek is an attractive neighborhood also because of the lack of traffic. We have a lot of children in our neighborhood and calm streets. A housing development will bring in more traffic and disrupt the peace of the neighborhood.

4. The hill is zoned properly already. It is getting quite close to the mountain and should not be developed like a normal residential neighborhood. That would detract from the beauty of the neighborhood. It would very much disrupt my view of the mountain, a major reason for my purchasing this property.

5. This is a well-established neighborhood. For forty years people have walked on the public road behind my house, appreciating the beauty. It is an asset to the entire neighborhood, a way for us to meet one another and develop friendships. The proposed rezoning would very much hurt the character of our neighborhood. It is simply not in our best interest.

For these reasons I am asking the Planning and Zoning Commission to deny the request to rezone this property. It is properly zoned already. When there are objections to unnecessary rezoning, I believe it is the City of Casper's duty to protect the status quo and the interests of the residents of the neighborhood the rezoning would affect. Please, please, from my heart, for my children's sake and for my neighbors' sake, deny this application for vacation and replat of Lot 1, Block 1, Cemetery Addition.

Sincerely yours,

Christian Preus

APR 15 2020

To Whom it May Concern,

I, Michael Roden, previous owner of 3611 W. 46th Street, am writing this letter to show support in reference to the re-plat of property located at the southern end of the Wolf Creek neighborhood. In reference to this re-plat, I would like to express my gratitude regarding the owners and explain the positive outcomes of which would and/or have taken place if the area was used for expansion.

In this area, the owners assisted with the extremely high winds during winter months by placing snow/drift fences above my southern-most property line to help with severe drifting. Property fences along 46th Street and Bobcat Street would collapse due to the amount of snow being blown in. This land was also utilized by a large amount of people for walking, riding bikes, and operating off-road vehicles such as dirt bikes and ATV's. I had several complaints regarding the noise, litter, and suspicious activity, however I was unaware of who was responsible for the property.

Prior to purchasing the property of 3611 W. 46th Street, I always enjoyed my time spent within the neighborhood of Wolf Creek while growing up. Several of my friends resided within the neighborhood and it was always well known that it was one of the most desirable places to live within Casper, Wyoming. I believe this plat will continue to make Wolf Creek one of the most desirable places to live within Casper due to the possibility of having large plats within city limits and owners of the plat to be upstanding citizens within the community.

Thank you for your time and consideration regarding this matter.

Sincerely,

Michael Roden

APR 15 2020

Dee Ann Hardy

From: Craig Collins
Sent: Wednesday, April 15, 2020 8:14 AM
To: Dee Ann Hardy
Subject: FW: Gorgan Hills Development Concerns

From: Cheryl Hackett <cherylannhackett@yahoo.com>
Sent: Tuesday, April 14, 2020 9:19 PM
To: Craig Collins <ccollins@casperwy.gov>
Subject: Gorgan Hills Development Concerns

4-14-20

Cheryl Hackett
4441 Moose
Casper, WY 82064

To the Planning and Zoning Commission and City Council:

I am writing to voice my concerns as you meet to discuss the proposed Gorgan Hills addition at the site of the city's previously held Wolf Creek Cemetery.

My first concern involves the circumstances around how this property was obtained by former councilman Jesse Morgan, who served on the Casper City Council from 2017-2019, when bids for this property were accepted. Tony Cercy filed the winning bid in the summer of 2017, and shortly thereafter, the property passed ownership to Jesse Morgan and his business partner. I would like the city attorney to look into the ethics and legality of this transfer of ownership to an active council member at the time. Additionally, in part from my background as a journalist, I am wondering if councilman Morgan recused himself from discussions and voting on the property if he had growing interest in obtaining it as a developer, thus providing a conflict of interest.

Secondly, when we moved to the Wolf Creek neighborhood in November of 2012, the close proximity to Wolf Creek Cemetery, the old county road, and the state land to the east of the cemetery, was a large deciding factor in our purchase of our home. Many of the residents on this street have lived here since the development was built in the 1980's--40 years ago. It is a quiet and peaceful place to live, and I am thankful to feel like we are living in an area where we have open land to enjoy by recreating.

Third, with a proposed five-to-six new homes, I'm concerned about an increase in traffic. As it is, our street does not experience much traffic. Our children, and neighbor's children, ride their bikes and rollerblade down the street. Elderly neighbors, and others, walk their dogs. If there are a minimum of two drivers in each new home, this is an increase of at least 12 vehicles in and out of the subdivision a day--not to mention potential teenage drivers, parties, having guests over, and more. I would like to ensure that Moose is not the only point of access for this subdivision, but that there be access from the streets to the east as well.

I would also like to request that access to the county road remain open; I do not want to see a gated community going in south of W. 46th Street, preventing us from walking down the road we have all come to love. Further, I would like to formally request ongoing access to the state land east of the proposed development. Preserving a walking trail (perhaps south of the homes on 46th Street, where there is currently a gravel trail) would be an important consideration.

Additionally, I am concerned about the impact of this proposed development on our neighborhood community and the value of our homes. Already, two homes on our street are listed for sale, and a third is going on the market soon. People who lived here for years simply don't want to face significant changes, such as increased traffic, and an inability to access land we've all enjoyed for so long. Lower property values result in lower property taxes.

Finally, as I have researched this, it appears that Mr. Morgan currently resides in Windsor, Colorado. It troubles me that an out-of-state resident (who was privy to inside knowledge about the sale of this land in his role as a councilman), is developing homes in such a prime area of the city. I've heard that he and his business partner are reportedly planning to build homes for themselves on two of the lots, which is their right; however, will the remaining lots be accessible to city residents, or will they exclusively be sold to Mr. Morgan's friends, family, business associates and acquaintances? Will they be available to Casper residents who might like to purchase one of the lots? Who they are sold to could change the entire character of our neighborhood as we know it now.

To summarize, I find the purchase of the Wolf Creek Cemetery by Jesse Morgan through Tony Cercy extremely troubling and potentially unethical. Nonetheless, I formally request more than one road into the development. Please refuse to use only Moose. Please preserve access to state land, and allow residents to continue to walk down the old county road where Moose dead-ends. Finally, please do not grant any special treatment to the owners of this development simply because one was a former councilman; please hold them accountable to the same rules that would govern any other development.

I appreciate your consideration of my concerns. They are shared by many.

Sincerely,

Cheryl Hackett

All City of Casper e-mails and attachments, except those defined as attorney/client communications or confidential/privileged information, may qualify as public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.

APR 15 2020

Dee Ann Hardy

From: Craig Collins
Sent: Wednesday, April 15, 2020 8:16 AM
To: Dee Ann Hardy; Liz Becher
Subject: FW: Grogan Hills Addition Concerns for April 16

From: Kathy Meyer <KMEYERWYO@msn.com>
Sent: Tuesday, April 14, 2020 9:05 PM
To: Craig Collins <ccollins@casperwy.gov>
Subject: Grogan Hills Addition Concerns for April 16

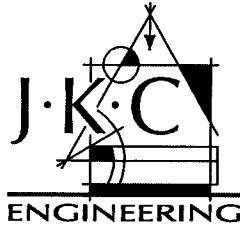
Rumors aplenty are flying about plans for the southern part of old Wolf Creek and Cemetery Hill and the meeting on April 16th and closed to the public. My main concern is that Mr. Morgan has requested no other access to the proposed addition other than short little Moose Street which already has plenty of traffic off of Eagle Drive to 45th and 46th. I am vehemently opposed to this with all the state land available and alternative or additional access to the proposed addition should be paid by the Grogan folks and not the city, read taxpayers. I don't know how many single family dwelling 31 acres can handle, but it would be a huge increase in traffic.

And other rumors concern information I don't have ... but any possible backstory on the sale of the property from Mr. Cercy to Grogan LLC and one of the partners and former council member, Jesse Morgan, no longer even a resident of Wyoming? When and how he purchased it from Mr. Cercy would be of great interest since I personally feel a purchase of this magnitude should not be made to a City Council Member. Mr. Cercy has also has a bit of history with the city by causing problems and benefitting from city improvements at the same time. And ruining a very pleasant short street of retirees and 2-3 families with several small children is not necessary. Grogan LLC can do the work with the state for additional access from the east. It raises all sorts of red flags in my opinion and I'm hoping there are no final decisions made at this week's meeting in these unfortunate times without citizens' input.

Thanks much for your time. Quick add-on ... at least 9 out of 10 local residents who are heavily affected by this addition and possibly one access road – Moose – were not even aware of it. Nothing in our mail boxes ... a neighbor found one of your letters up the hill. Thanks Mr. Collins for pursuing this.

Kathy Meyer
4431 Moose
Casper WY 82604
234-2919 or 258-6183

Sent from Mail for Windows 10



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April 8, 2020

City of Casper
Planning Department
200 North David Street
Casper, Wyoming 82601
Attn: Craig Collins

Subject: Gorgan Hills Addition – Planning comments

Mr. Collins,

We have addressed the comments received on 3/19/2020 regarding Gorgan Hills Addition. In regards to the block length, access easements, and water and sewer services we are submitting additional exhibits and the following summary:

BLOCK LENGTH

JKC Engineering has examined the feasibility of creating cross streets. Three potential locations have been examined and details of these locations are represented by plan/profile sheets and slope analysis maps submitted with this response.

For the purpose of discussion the possible street connections are generically names A, B and C. The profiles are designed using a 2% connection slope, a sag curve K value range of 19 to 40 and a maximum slope range of 8% to 15% in accordance with the city's engineering department design guidelines. Curb/gutter or sidewalk is not required per municipal code 16.16.020(S.1.a) since this development will be less than 0.75 dwellings per acre, however, due to lack of other storm water management options curb/gutter has been included in the design. The assumed paving section would be 30' wide. Estimated construction costs assume \$8/CY for placed fill and/or exported material and \$180/LF of road section – other utility costs have not been calculated at this time.

The land to the east of the proposed subdivision is owned by the State of Wyoming. The slope maps submitted with this response show the limited area to the east that is feasible to develop due to excessive slopes. Roadway connectivity further to the east, across the state lands, is impossible due to a steep ridge rising approximately 200' at slopes of 2:1 or steeper.

While the owners understand that current regulations require connectivity they are attempting to make a rural type housing community with large lots which makes multiple cross streets undesirable. Furthermore, the feasibility and likeness of use of such streets does not support the construction expense and loss of land. Because of this, they are asking for a waiver to the block length rule.

ACCESS EASEMENTS

Access easements as shown on the plat are not intended for use of the public - they are exclusive to the use of the newly created lots to be used as alternates to Moose. The owners are aware that the public may have been accessing state land to the east by trespass but they are not interested in creating an official means for the public to continue using their property for such purposes.

WATER AND SEWER SERVICE

The water and sewer mains in the right-of-way of Moose will be extended to the south and terminate at the end of Moose. Lots 1 through 4 will have standard water and sewer services centered on each lot. Lots 5 and 6 will have water and sewer service taps to the south where their common line intersects Moose. The water services for Lots 5 and 6 will extend from the curbstop to an insulated box where a meter and backflow preventer will be installed.

From the backflow preventer the owners intend to utilize an "airgap" setup to fill underground cisterns, one for each lot that will be used to pump water to their homes. They also intend to drill two wells near the southern edge of subdivision to use as alternate water sources.

Please let me know if there is any additional information you need in this regard.

Sincerely,
JKC Engineering



John Bryson, CFM
Project Manager

PDF Attachments:

- 18-44_PLAT (Revised Plat)
- 18-44_CROSS STREET (Plan and Profiles)
- 18-44_CROSS STREET COSTS (Cost Analysis)
- 18-44_SLOPEMAP_AREA (Surface Slopes of Surrounding Area)
- 18-44_SLOPEMAP_SITE (Surface Slopes of Site)
- 18-44_LOT SERVICES (Water and Sewer Layout)
- 18-44_GOOGLEEARTH (Aerial Visual)

GORGAN HILLS ADDITION

CROSS STREET COST ANALYSIS

APRIL 2020

STREET A	
AREA OF DISTURBANCE = 1.95 ac.	
EARTHWORK VOLUME = 47,597 cu.yds. EXPORT	\$380,776
ROADWAY LENGTH = 535 ft.	\$96,300
TOTAL COST	\$477,076

STREET B	
AREA OF DISTURBANCE = 3.11 ac.	
EARTHWORK VOLUME = 107,022 cu.yds. EXPORT	\$856,176
ROADWAY LENGTH = 697 ft.	\$125,460
TOTAL COST	\$981,636

STREET C	
AREA OF DISTURBANCE = 2.07 ac.	
EARTHWORK VOLUME = 16,435 cu.yds. EXPORT	\$131,480
ROADWAY LENGTH = 898 ft.	\$161,640
TOTAL COST	\$293,120

GORGAN HILLS ADDITION

CROSS STREET COST ANALYSIS

ALTERNATE A

APRIL 2020

STREET A	
AREA OF DISTURBANCE = 1.53 ac.	
EARTHWORK VOLUME = 31,872 cu.yds. EXPORT	\$254,976
ROADWAY LENGTH = 535 ft.	\$96,300
TOTAL COST	\$351,276

STREET B	
AREA OF DISTURBANCE = 2.68 ac.	
EARTHWORK VOLUME =	
1,730 cu.yds. FILL 77,677 cu.yds. EXPORT	\$635,256
ROADWAY LENGTH = 697 ft.	\$125,460
TOTAL COST	\$760,716

STREET C	
AREA OF DISTURBANCE = 1.99 ac.	
EARTHWORK VOLUME =	
5,177 cu.yds. FILL 2,867 cu.yds. EXPORT	\$64,352
ROADWAY LENGTH = 898 ft.	\$161,640
TOTAL COST	\$225,992

GORGAN HILLS ADDITION

CROSS STREET COST ANALYSIS

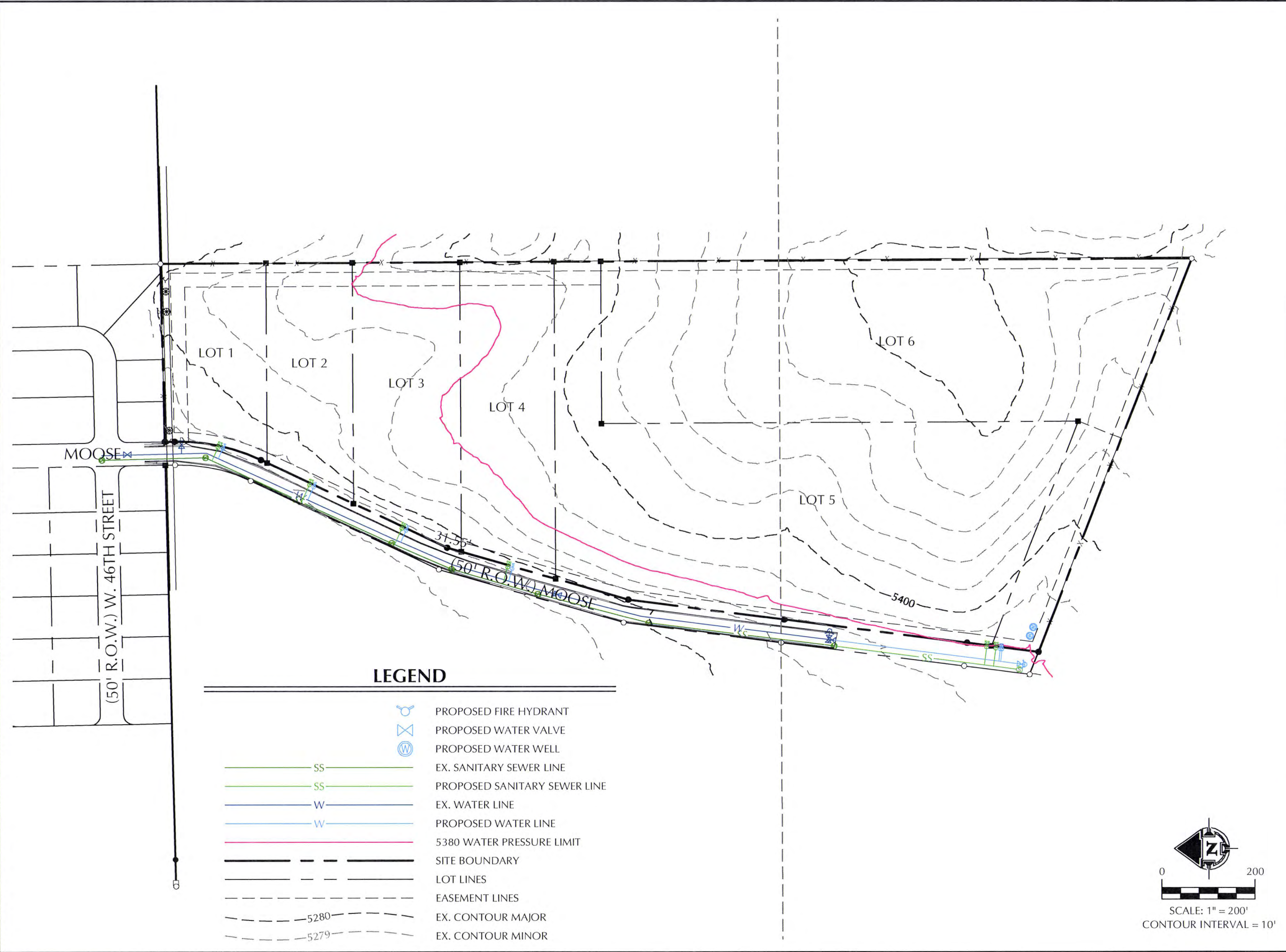
ALTERNATE B

APRIL 2020

STREET A	
AREA OF DISTURBANCE = 1.38 ac.	
EARTHWORK VOLUME = 27,684 cu.yds. EXPORT	\$221,472
ROADWAY LENGTH = 535 ft.	\$96,300
TOTAL COST	\$317,772

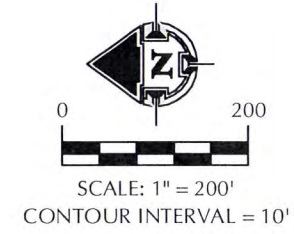
STREET B	
AREA OF DISTURBANCE = 2.30 ac.	
EARTHWORK VOLUME = 65,172 cu.yds. EXPORT	\$521,376
ROADWAY LENGTH = 697 ft.	\$125,460
TOTAL COST	\$646,836

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LEGEND

- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- PROPOSED WATER WELL
- EX. SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- EX. WATER LINE
- PROPOSED WATER LINE
- 5380 WATER PRESSURE LIMIT
- SITE BOUNDARY
- LOT LINES
- EASEMENT LINES
- EX. CONTOUR MAJOR
- EX. CONTOUR MINOR



REVISION TABLE

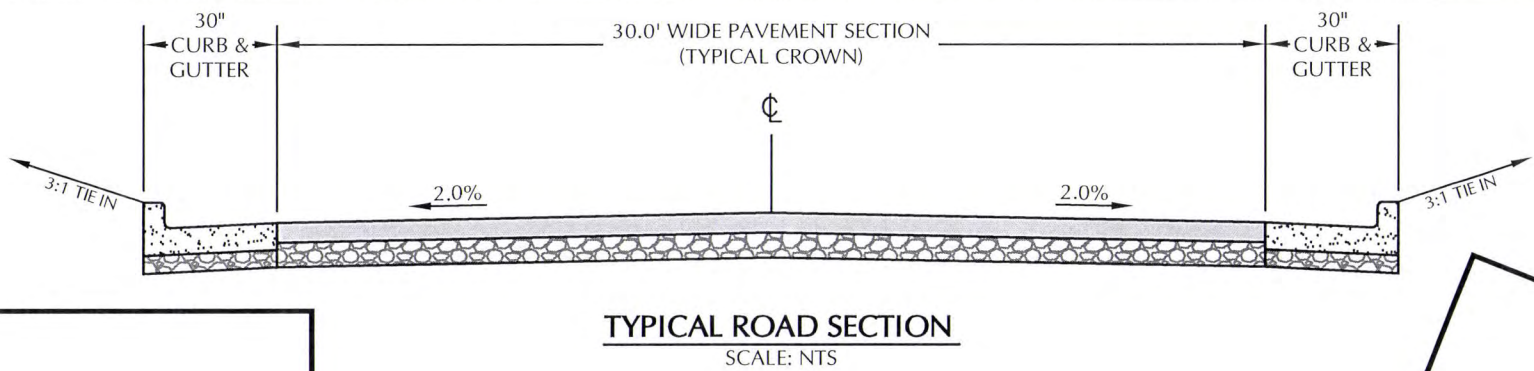
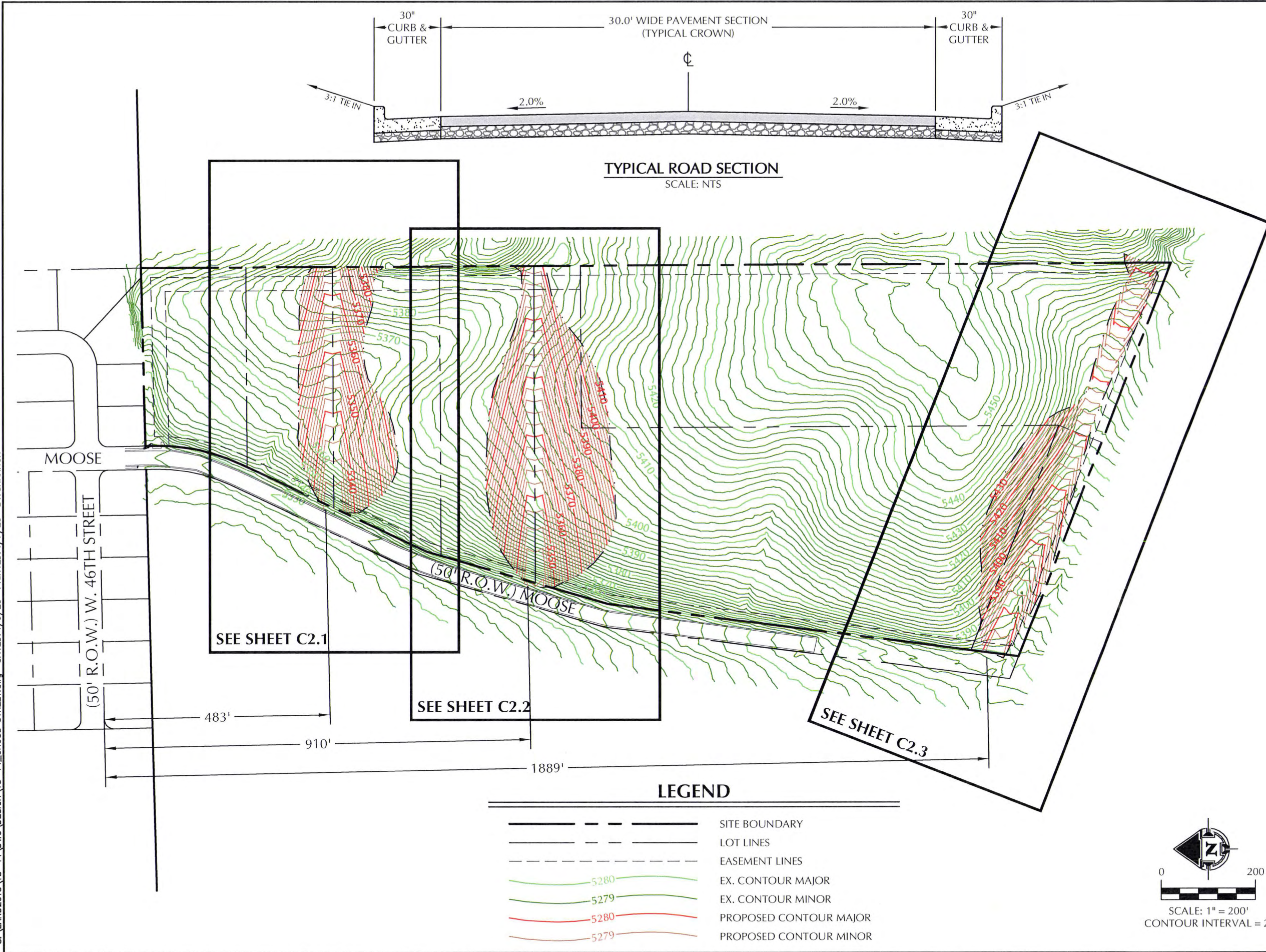
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DESIGN DRAWINGS
GORGAN HILLS ADDITION
CITY OF CASPER, WYOMING

DATE: 4/8/2020
PROJECT #: 18-44
DRAWN BY: SAS
SHEET TITLE:
SITE OVERVIEW
SHEET NUMBER
1 OF 1

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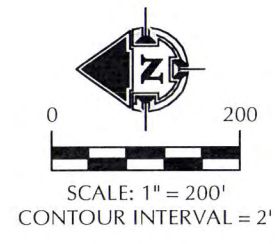
SEE SHEET C2.1

SEE SHEET C2.2

SEE SHEET C2.3

LEGEND

- — — — — SITE BOUNDARY
- — — — — LOT LINES
- - - - - EASEMENT LINES
- — — — — EX. CONTOUR MAJOR
- — — — — EX. CONTOUR MINOR
- — — — — PROPOSED CONTOUR MAJOR
- — — — — PROPOSED CONTOUR MINOR

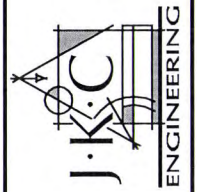


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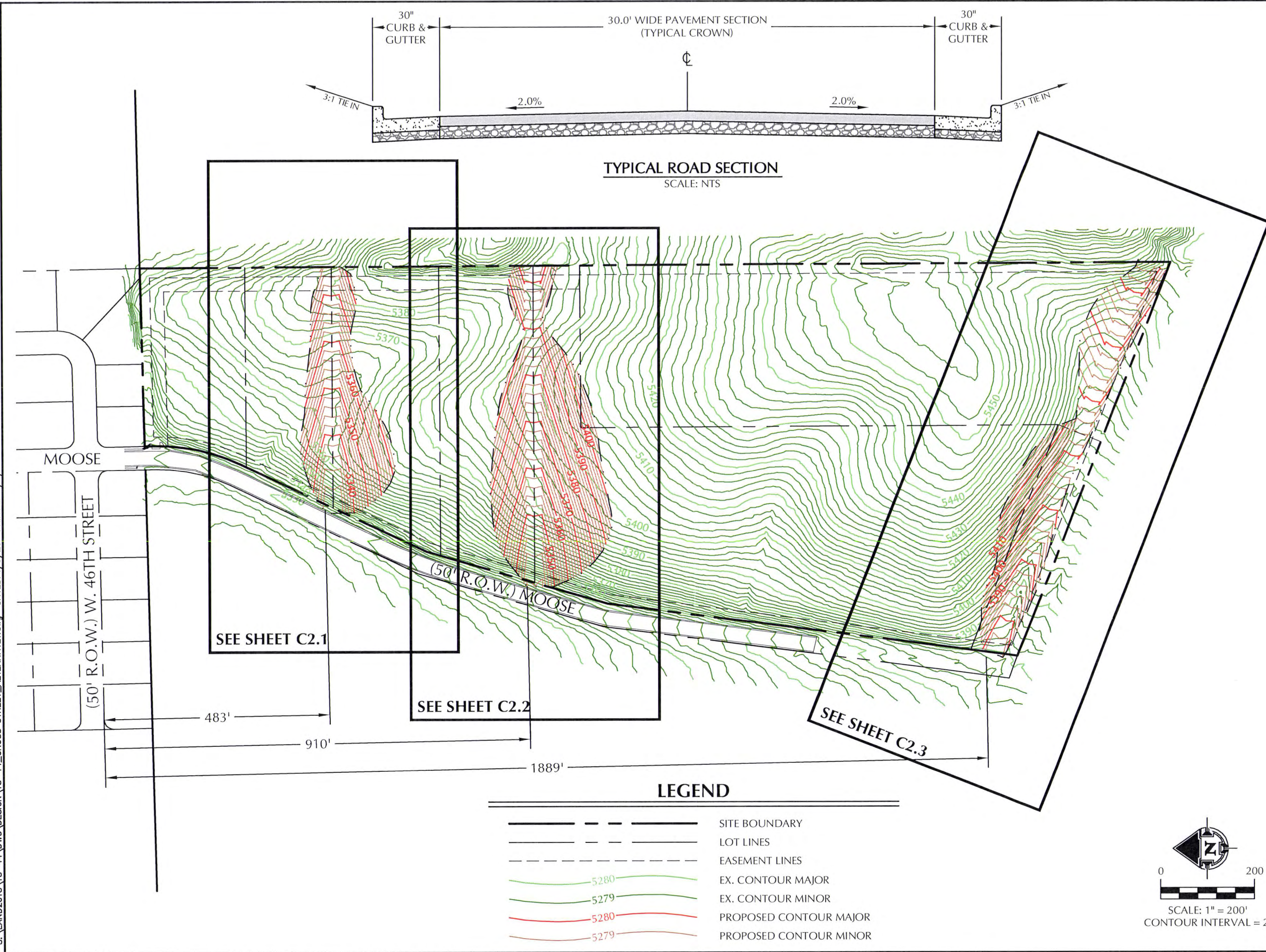
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GORGAN HILLS ADDITION
CITY OF CASPER, WYOMING

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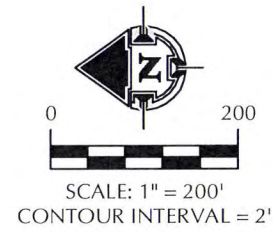
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TYPICAL ROAD SECTION
SCALE: NTS

LEGEND

- — — — — SITE BOUNDARY
- — — — — LOT LINES
- - - - - EASEMENT LINES
- (green) — EX. CONTOUR MAJOR
- (green) — EX. CONTOUR MINOR
- (red) — PROPOSED CONTOUR MAJOR
- (red) — PROPOSED CONTOUR MINOR



REVISION TABLE

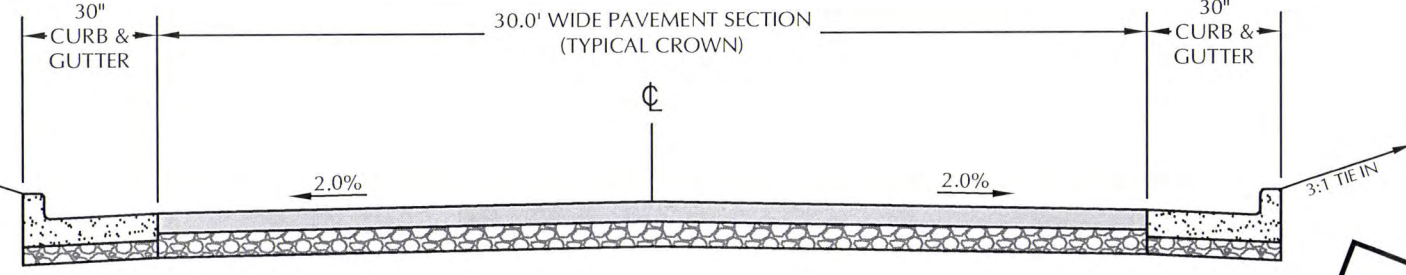
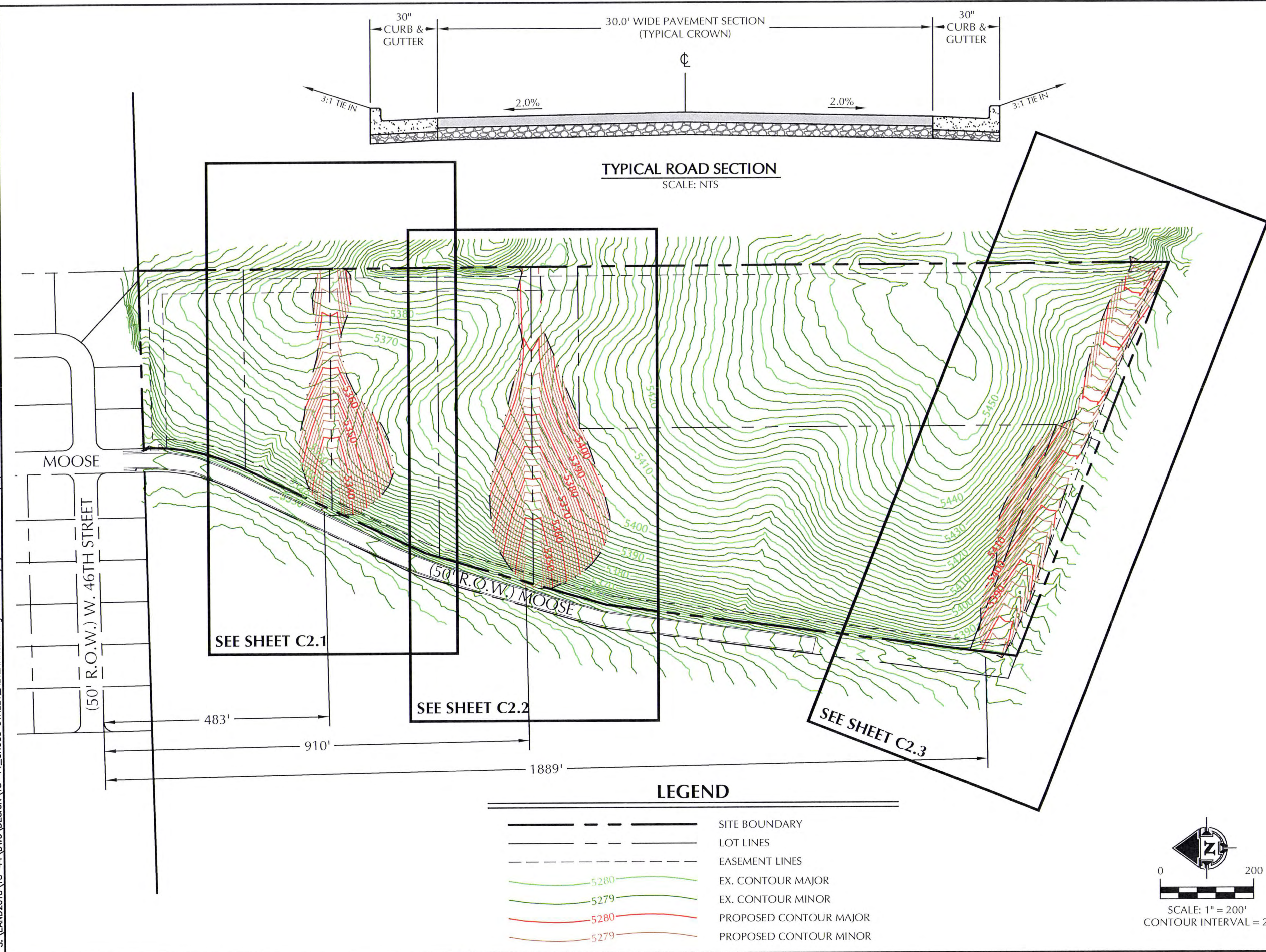
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PROPOSED DRIVEWAY GRADING
GORGAN HILLS ADDITION
CITY OF CASPER, WYOMING

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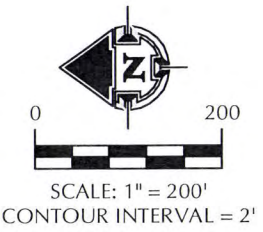
SEE SHEET C2.1

SEE SHEET C2.2

SEE SHEET C2.3

LEGEND

- — — — — SITE BOUNDARY
- — — — — LOT LINES
- - - - - EASEMENT LINES
- — — — — EX. CONTOUR MAJOR
- — — — — EX. CONTOUR MINOR
- — — — — PROPOSED CONTOUR MAJOR
- — — — — PROPOSED CONTOUR MINOR

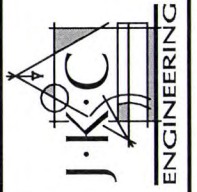


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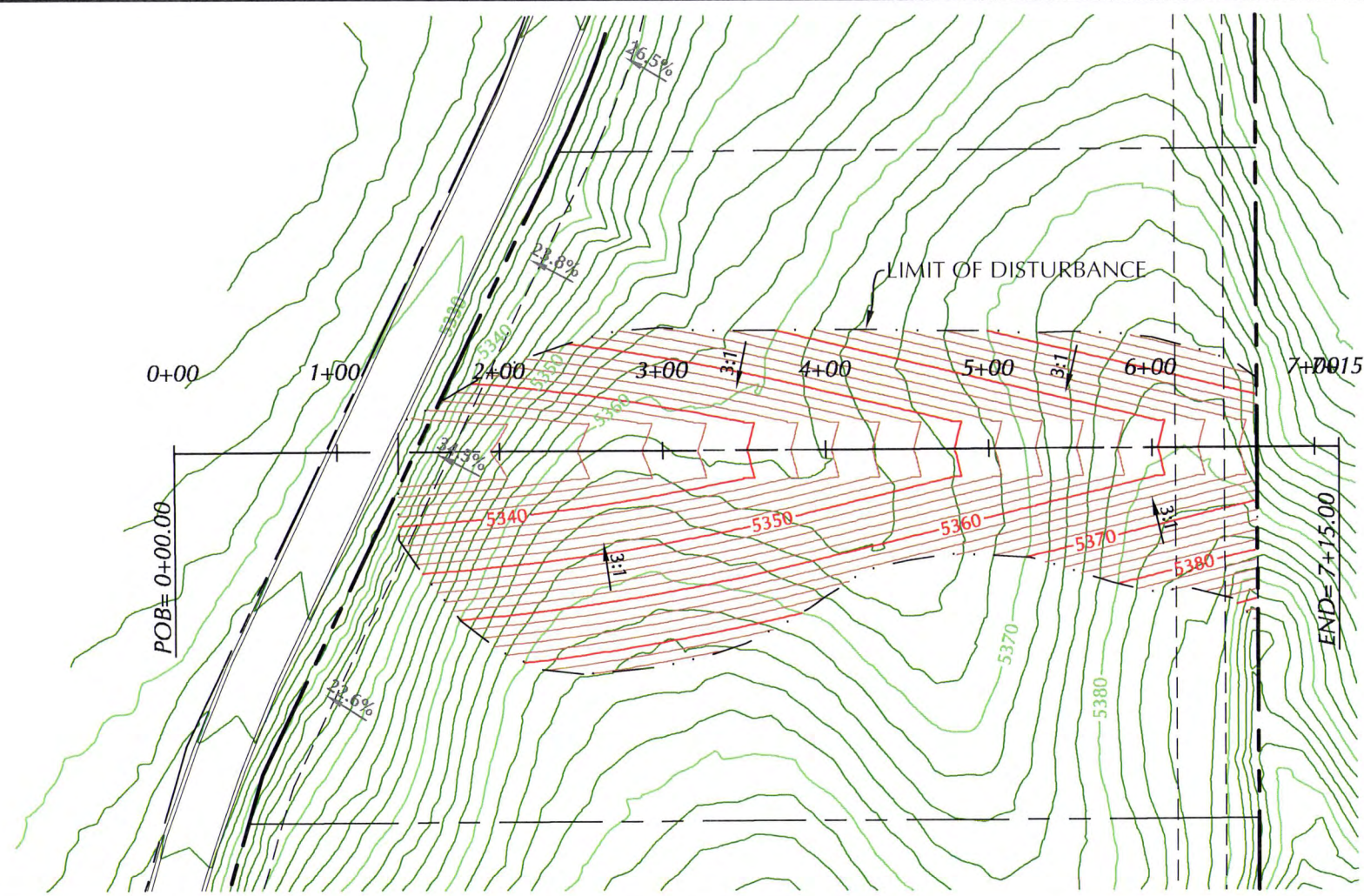
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CITY OF CASPER, WYOMING

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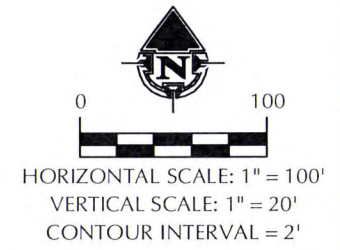


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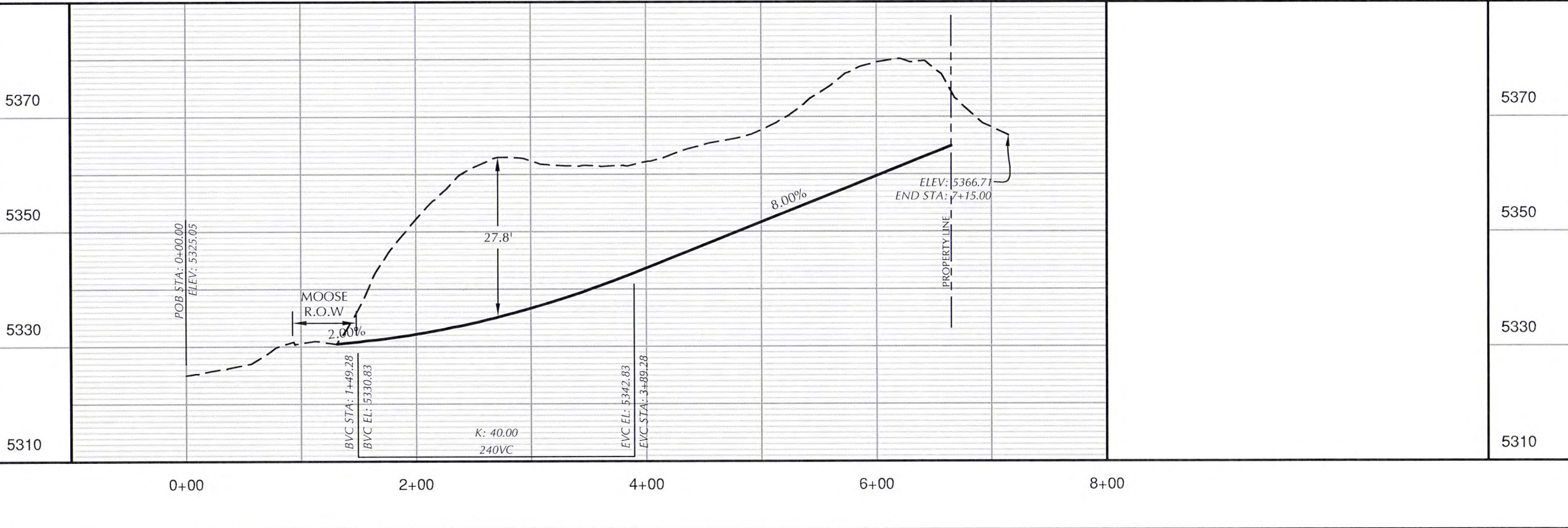


AREA OF DISTURBANCE = 1.95 ac.
 VOLUME = 47,573 cu.yds. EXPORT
 ROADWAY LENGTH = 535 ft.



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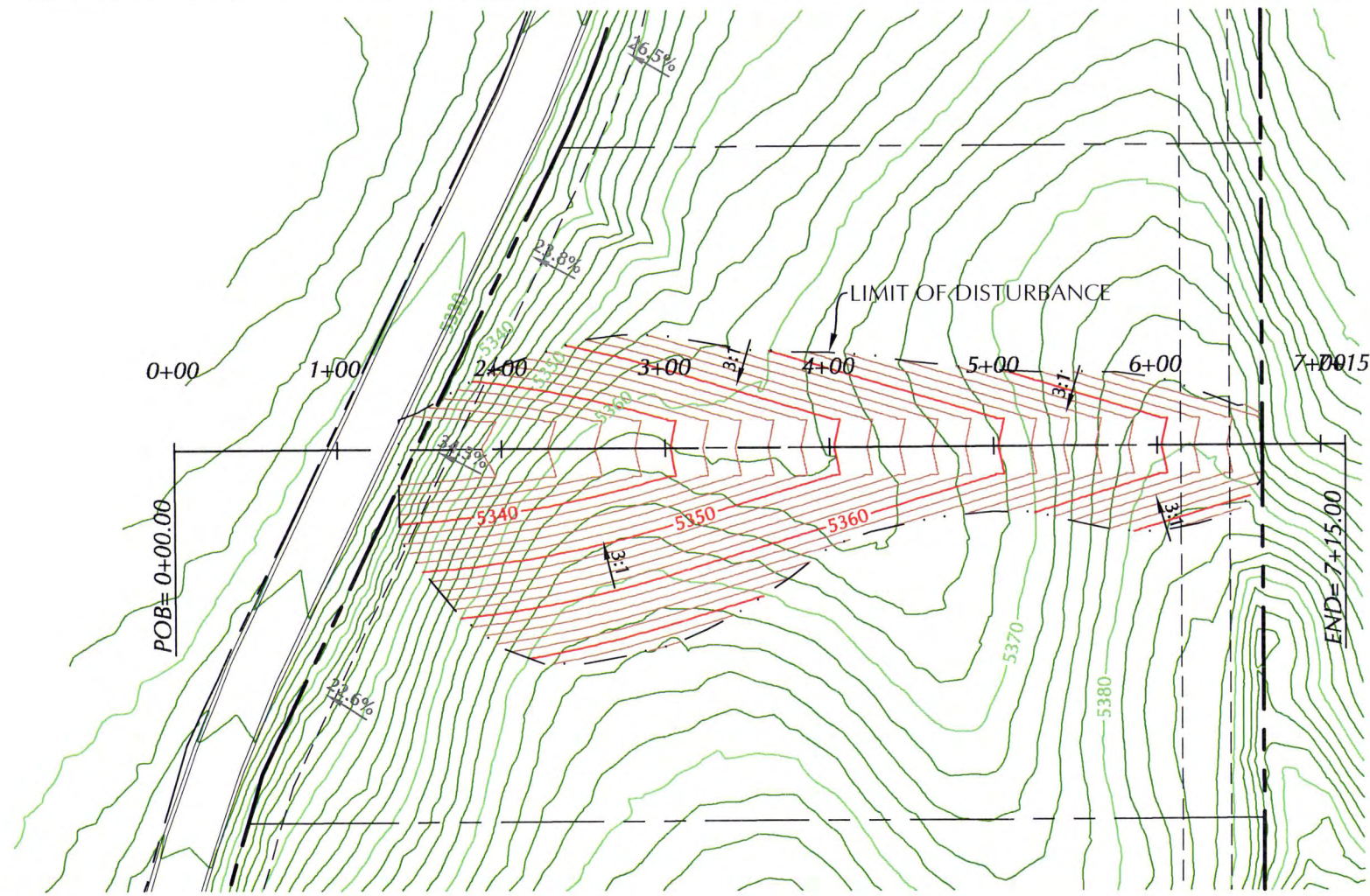
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GORGAN HILLS ADDITION
 CITY OF CASPER, WYOMING

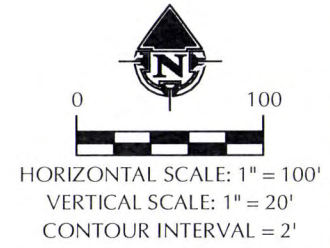
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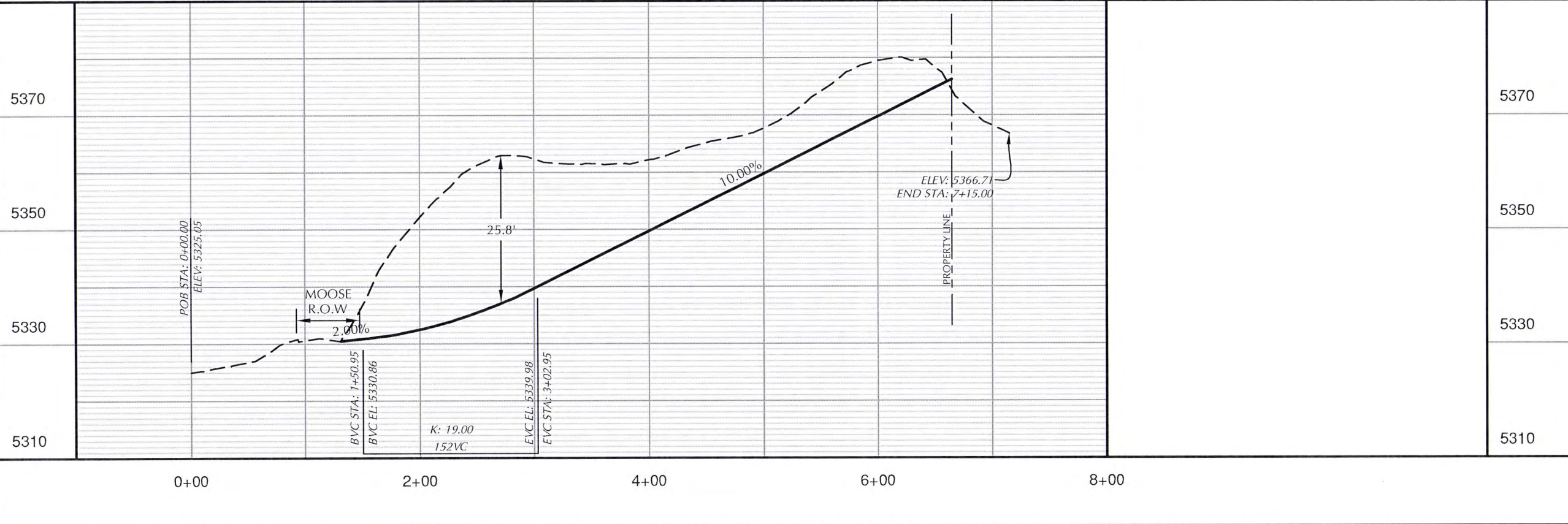


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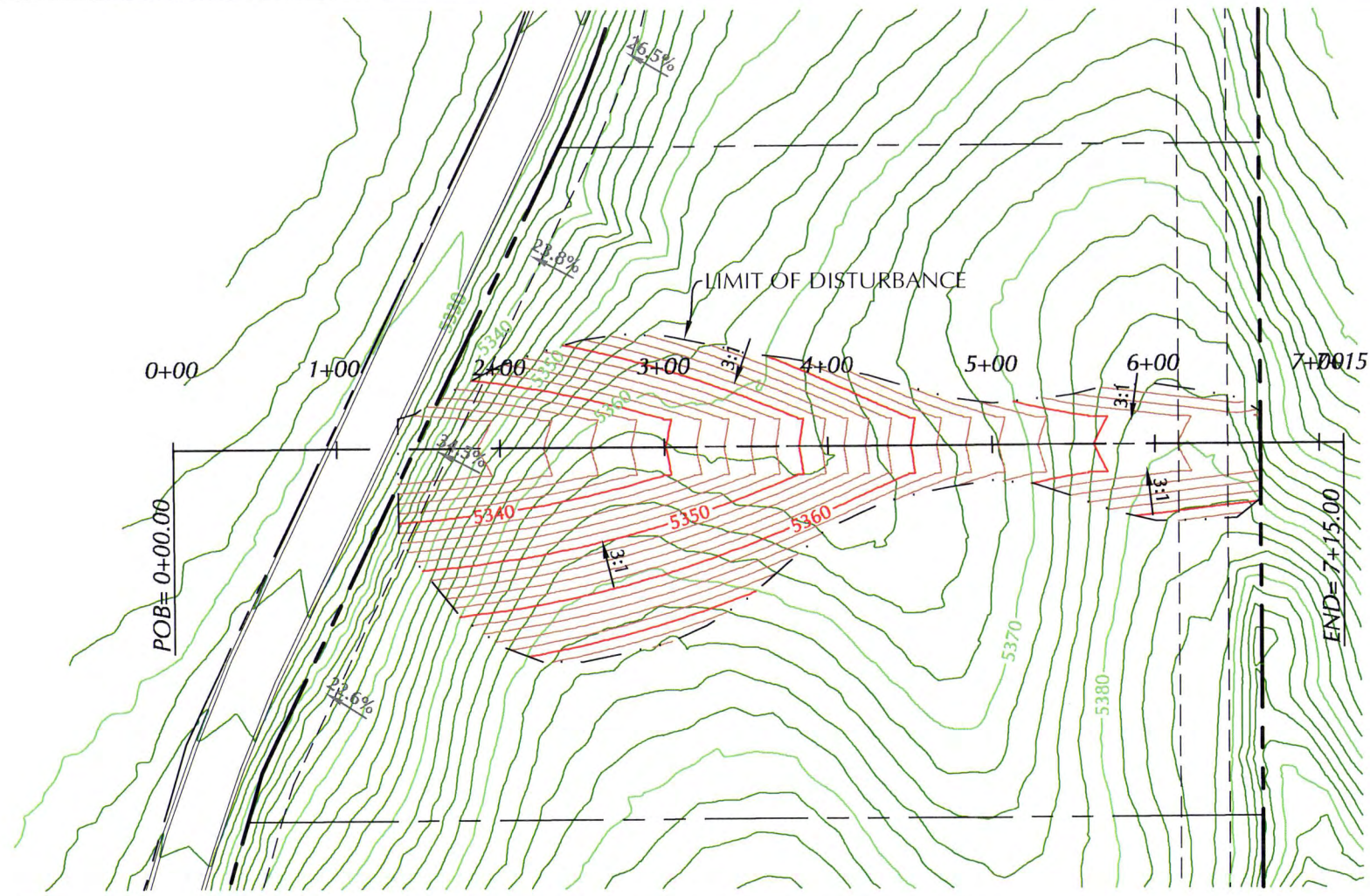
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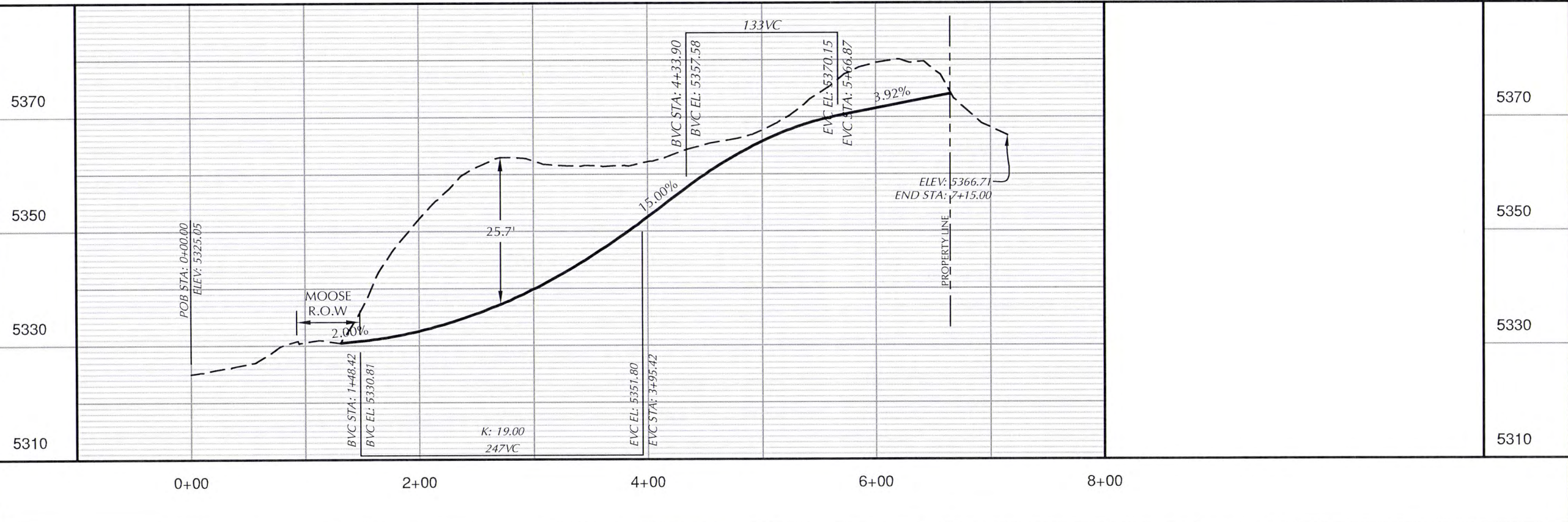
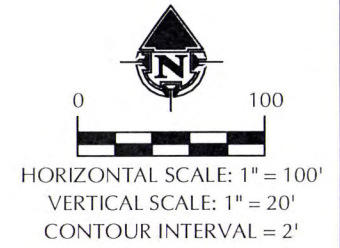


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AREA OF DISTURBANCE = 1.38 ac.
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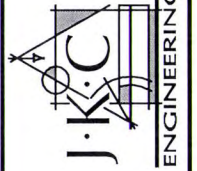


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GORGAN HILLS ADDITION
 CITY OF CASPER, WYOMING

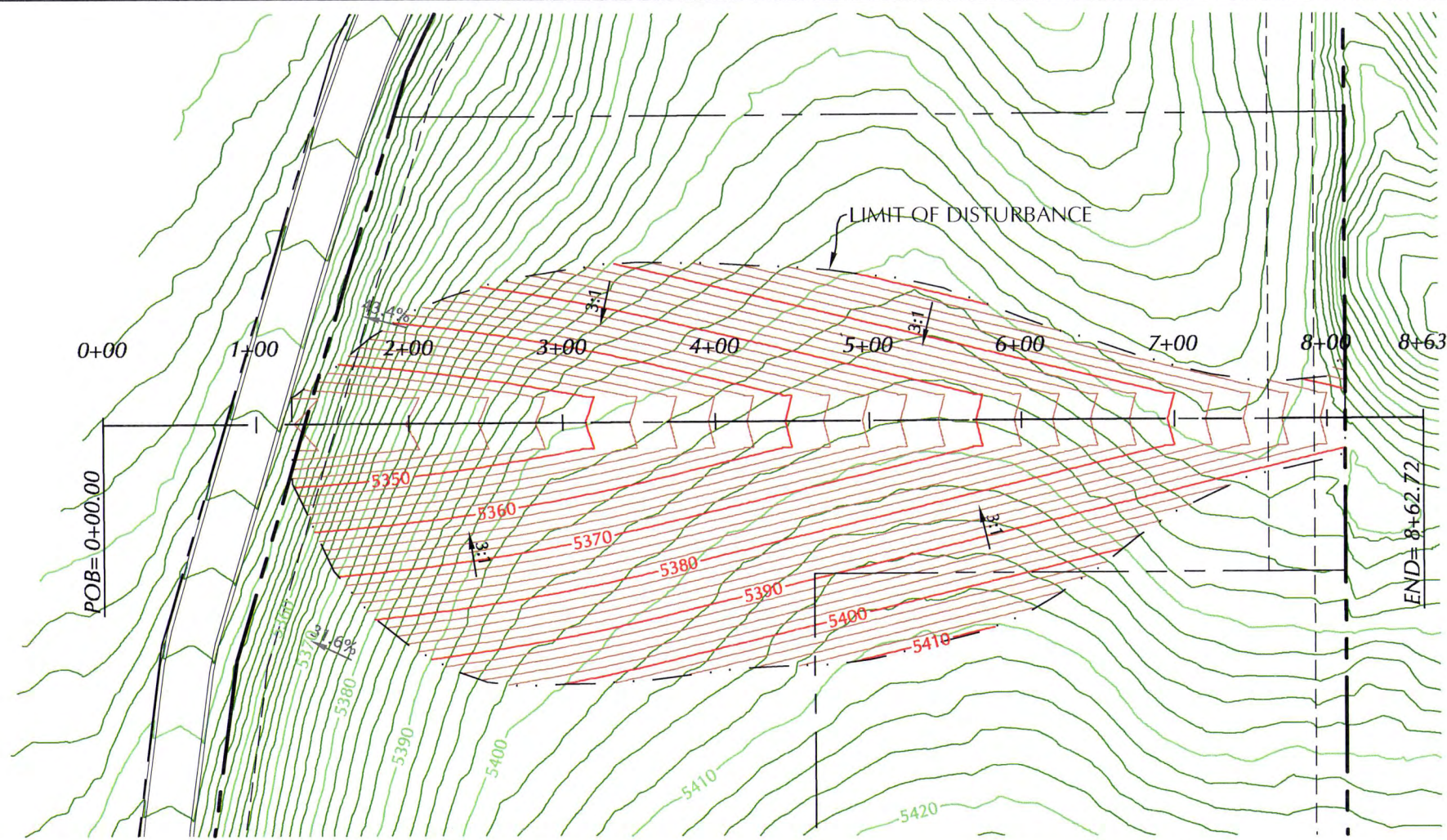
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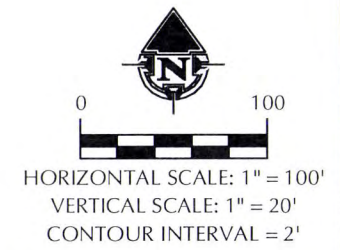
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AREA OF DISTURBANCE = 3.11 ac.
 VOLUME = 107,022 cu.yds. EXPORT
 ROADWAY LENGTH = 697 ft.



REVISION TABLE

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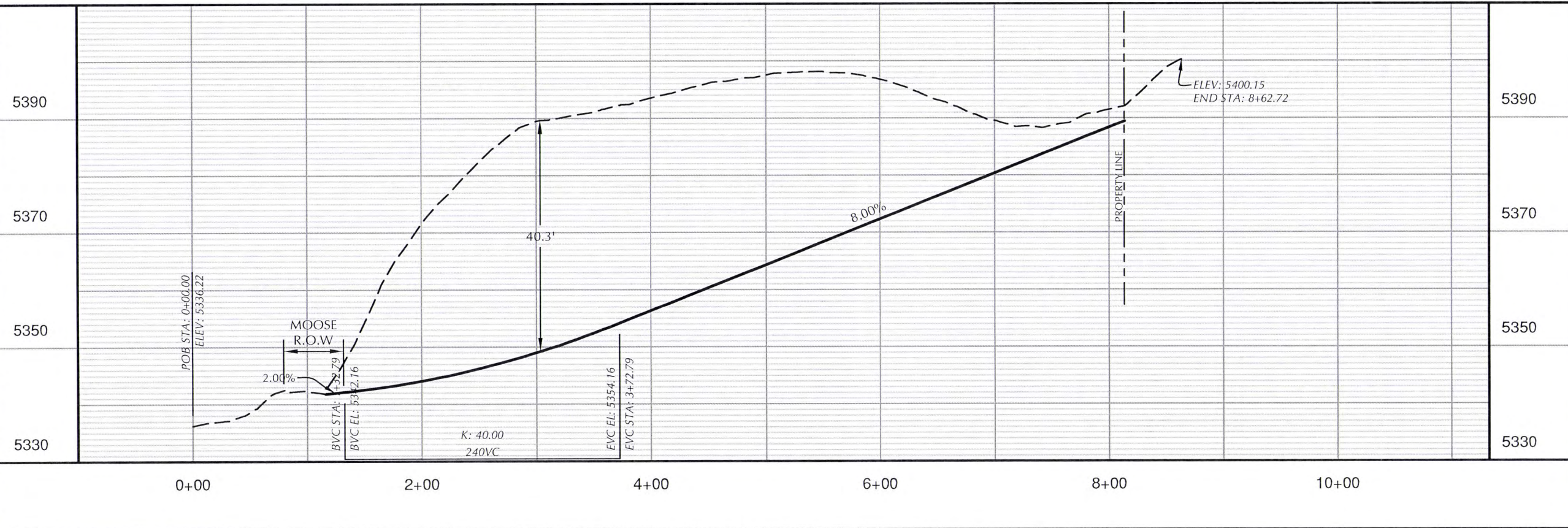
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GORGAN HILLS ADDITION
 CITY OF CASPER, WYOMING

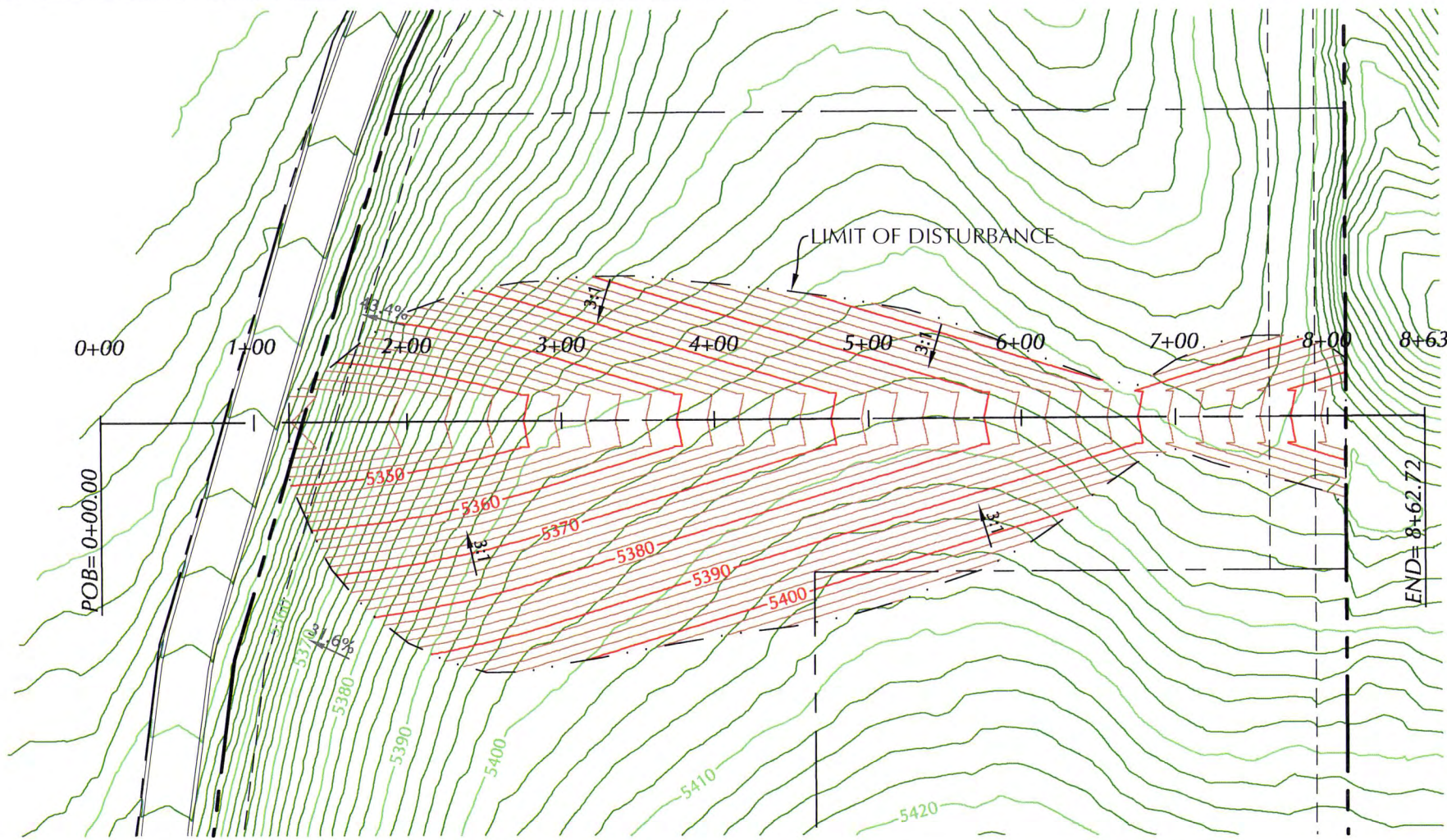
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SHEET NUMBER
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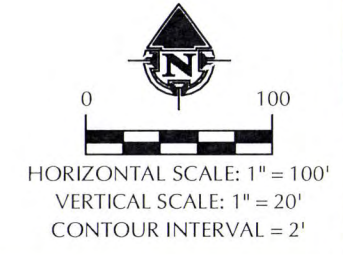
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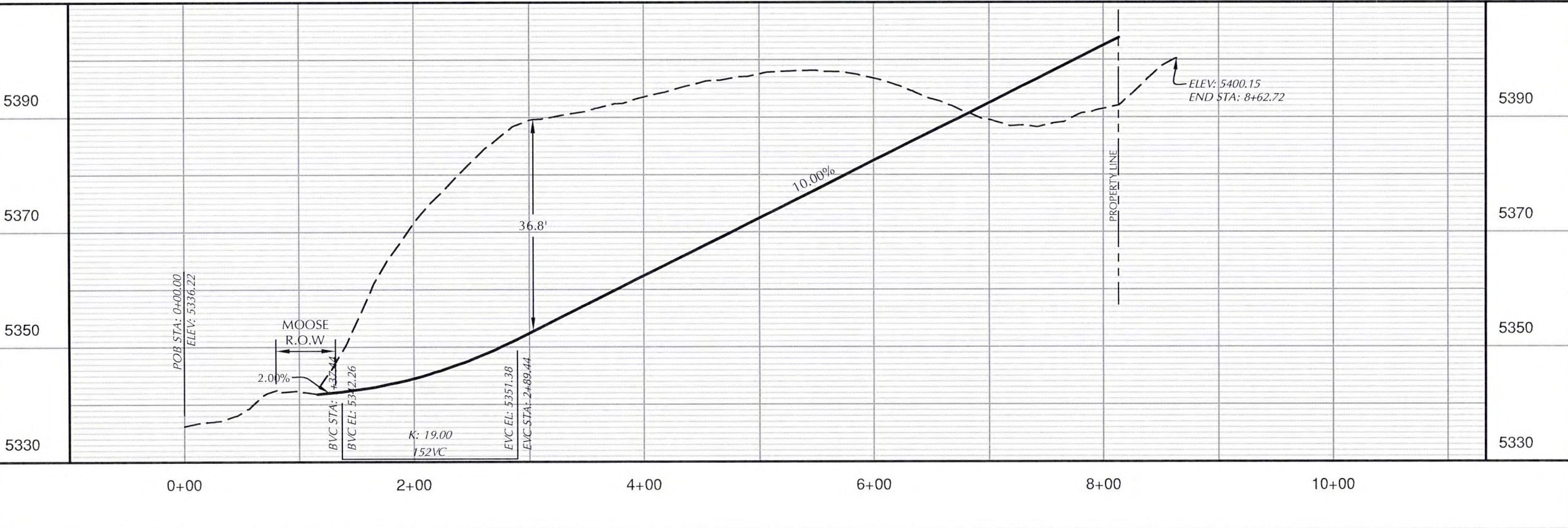


AREA OF DISTURBANCE = 2.68 ac.
 VOLUME = 1,730 cu.yds. FILL
 = 77,677 cu.yds. EXPORT
 ROADWAY LENGTH = 697 ft.



REVISION TABLE

NUMBER	DATE	DESCRIPTION



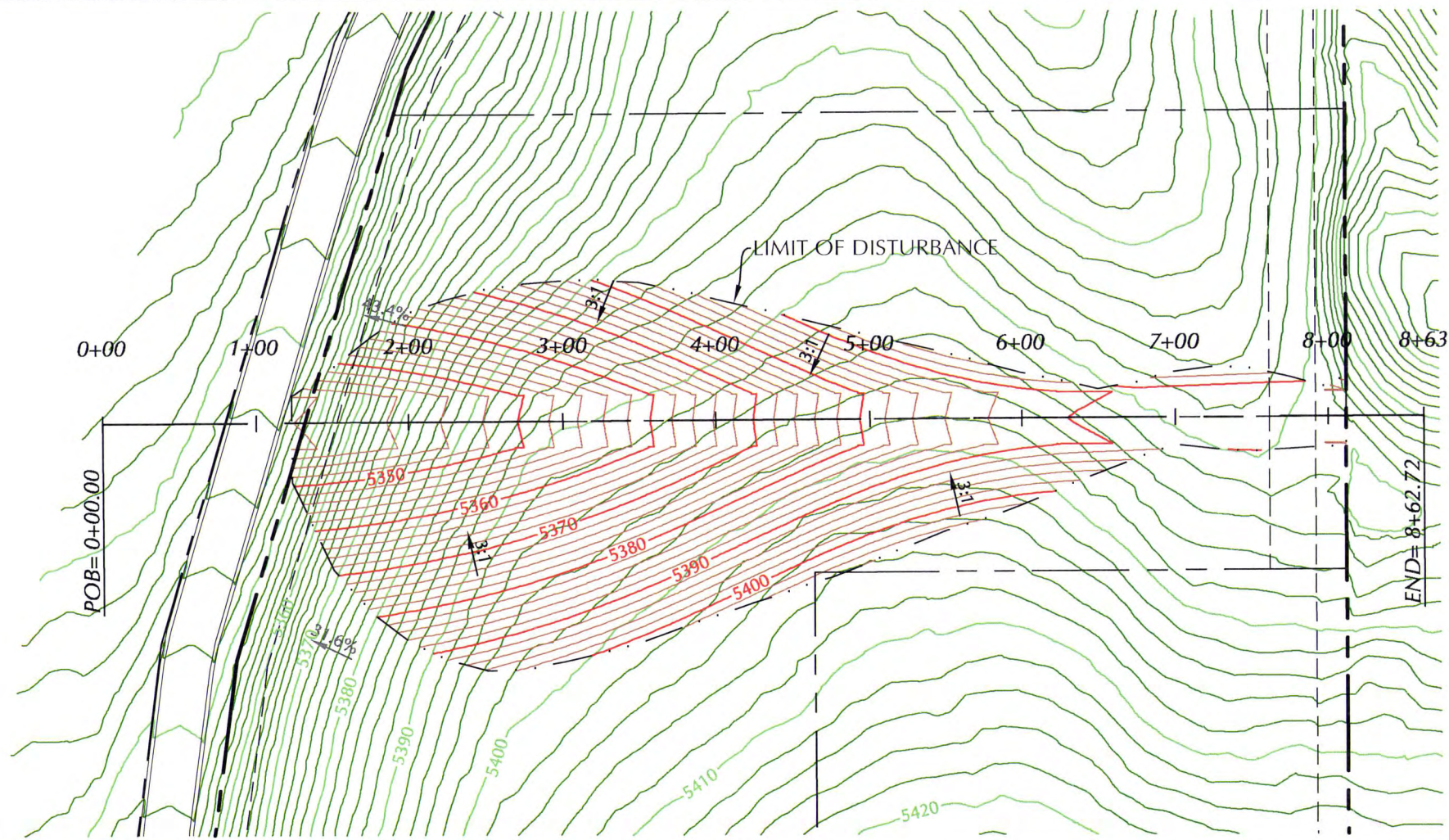
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GORGAN HILLS ADDITION
 CITY OF CASPER, WYOMING

DATE: 4/9/2020
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 PLAN & PROFILE
 SHEET NUMBER
C2.2A

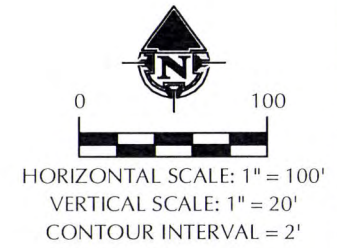
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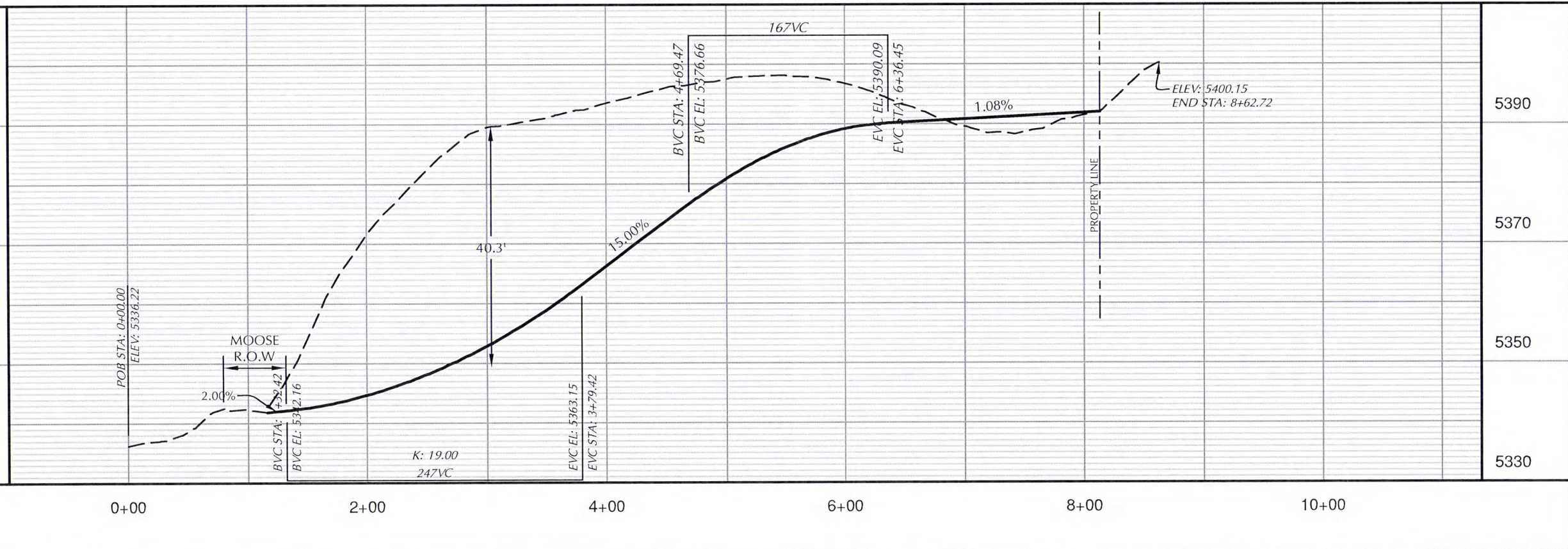


AREA OF DISTURBANCE = 2.30 ac.
 VOLUME = 65,172 cu.yds. EXPORT
 ROADWAY LENGTH = 697 ft.



REVISION TABLE

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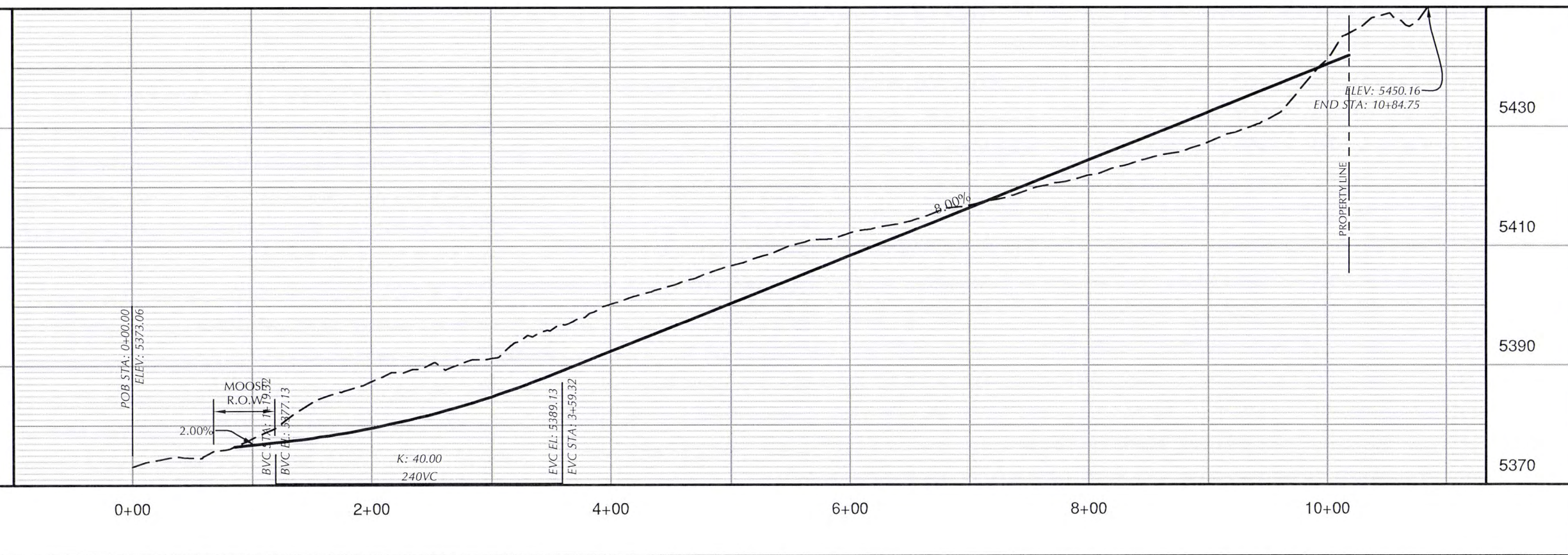
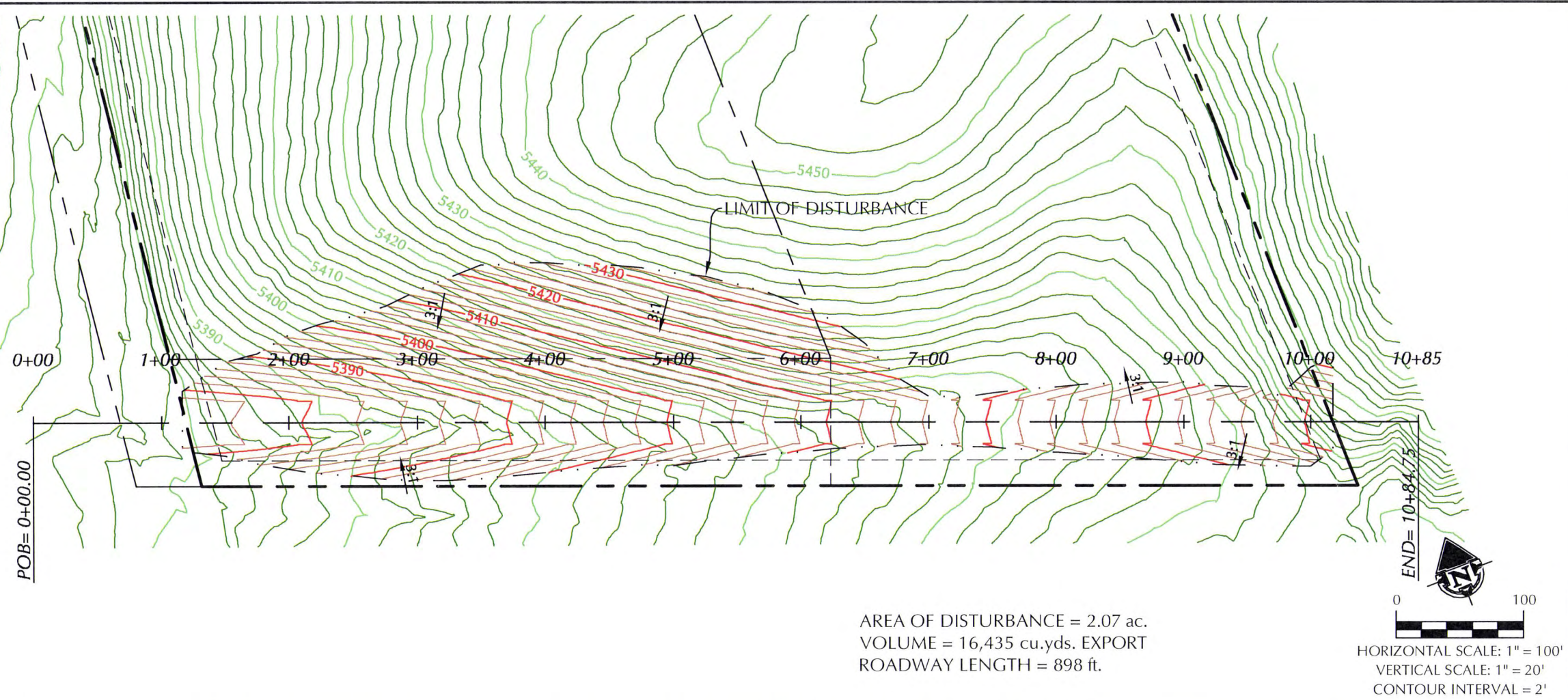
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 CITY OF CASPER, WYOMING

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REVISION TABLE

NUMBER	DATE	DESCRIPTION

ENGINEERING • SURVEYING • GIS MAPPING
 CONSTRUCTION MANAGEMENT
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
 Ph: 307-265-4601 • Fax: 307-265-4672

J.K.C.
 ENGINEERING

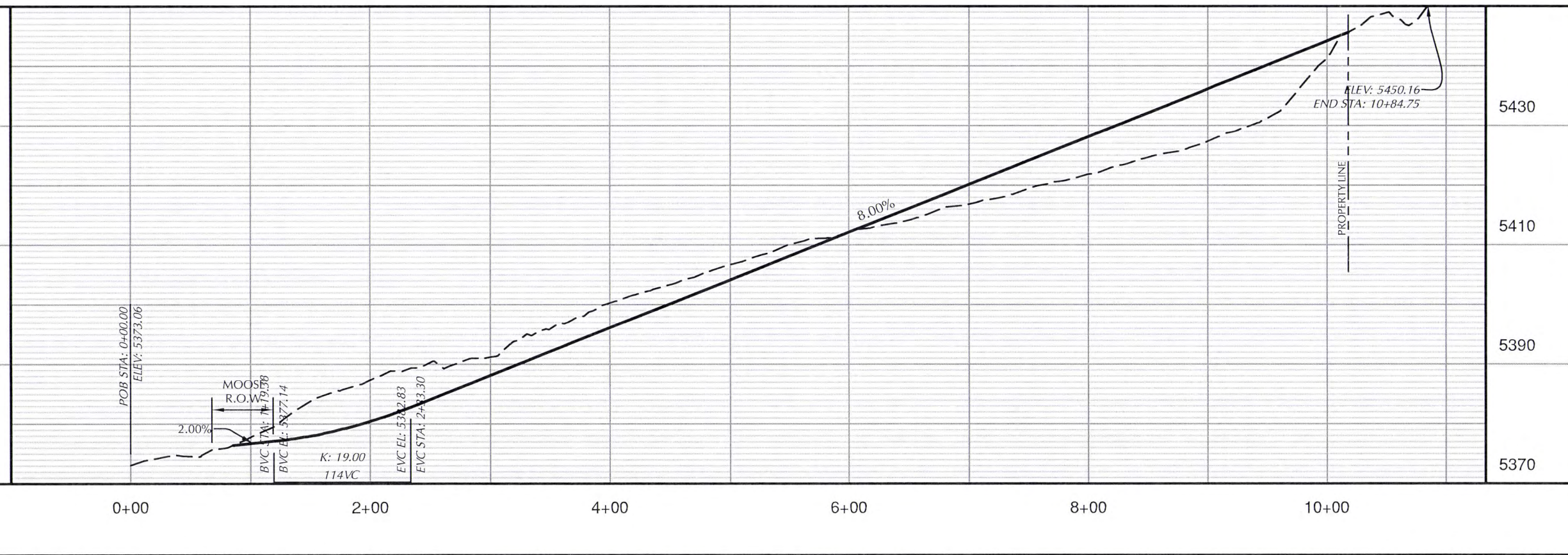
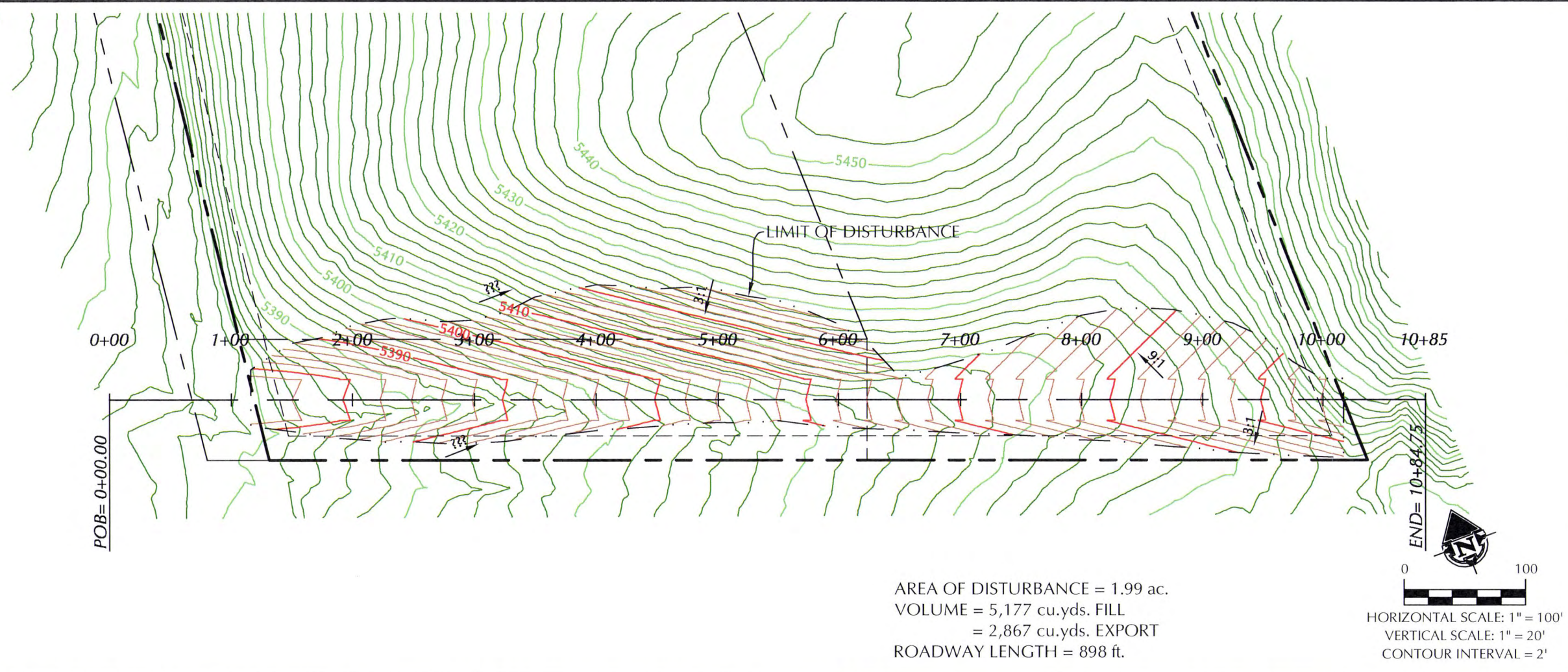
PROPOSED DRIVEWAY GRADING
GORGAN HILLS ADDITION
 CITY OF CASPER, WYOMING

DATE: 4/6/2020
 PROJECT #: 18-44
 DRAWN BY: SAS

SHEET TITLE:
**STREET "C"
 PLAN & PROFILE**

SHEET NUMBER
C2.3

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REVISION TABLE

NUMBER	DATE	DESCRIPTION

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 CONSTRUCTION MANAGEMENT
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 Ph: 307-265-4601 • Fax: 307-265-4672

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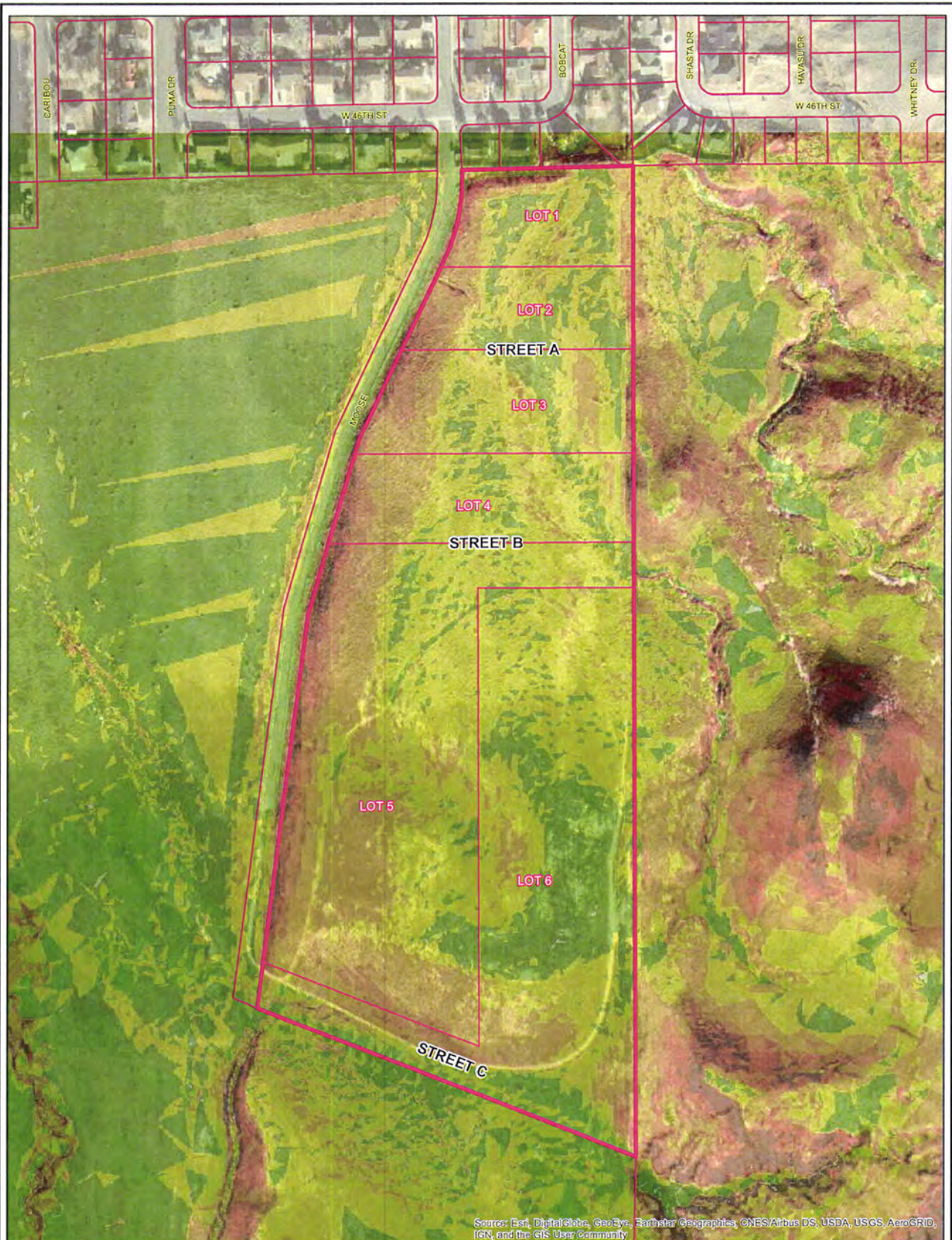
PROPOSED DRIVEWAY GRADING
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 CITY OF CASPER, WYOMING

DATE: 4/9/2020
 PROJECT #: 18-44
 DRAWN BY: SAS

SHEET TITLE:
 STREET "C"
 PLAN & PROFILE

SHEET NUMBER
C2.3A





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


LEGEND

PARCELS SUBJECT PROPERTY LOT LINES	SURFACE SLOPE 25% - 20-25%	15-20%
		9-15% 5-8% 0-4%



GORGAN, LLC
 3630 ERMINE CIRCLE
 CASPER, WYOMING 82604

GORGAN HILLS ADDITION
 CASPER, WYOMING



ENGINEERING • SURVEYING • GIS MAPPING
 CONSTRUCTION MANAGEMENT
 111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
 Ph: 307-265-4601 • Fax: 307-265-4672

**PLANNING AND ZONING MEETING
THURSDAY, April 16, 2020
CITY COUNCIL CHAMBERS**

These minutes are a summary of the meeting. For full details view online at www.casperwy.gov on the Meetings and Agendas web page. The Planning and Zoning Commission held a meeting at 6:00 p.m., on Thursday April 16, 2020, in the Council Chambers, City Hall, 200 North David Street, Casper, Wyoming.

Members Present: Bob King
 Randy Hein
 Fred Feth
 Susan Frank
 Terry Wingerter

Absent Members: Erik Aune

Others present: Craig Collins, City Planner
 Dee Hardy, Administrative Support Technician
 Wallace Trembath, Deputy City Attorney
 Andrew Beamer, Public Services Director
 Jesse Morgan, 3630 Ermine Circle
 John Bryson, 111 West 2nd Street, Suite 420
 Connie Rodgers, 4511 Moose
 Cheryl Hackett, 4441 Moose
 Fred Kuck III, 5865 Bell Valley Road

I. MINUTES OF THE PREVIOUS MEETINGS

Chairman King asked if there were additions or corrections to the minutes of the March 19, 2020 Planning & Zoning Commission meeting.

Chairman King called for a motion to approve the minutes of the March 19, 2020 Planning & Zoning Commission meeting.

Mr. Wingerter made a motion to approve the minutes of the March 19, 2020 meeting. The motion was seconded by Mr. Feth. All those present voted aye. Motion carried.

II. PUBLIC HEARING

The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their Public Hearing until next month in anticipation of more Planning Commission members being present, if they so desire.

PLN-20-012-R – A vacation and replat of Lot 1, Block 1, Cemetery Addition, to create Gorgan Hills Addition, comprising 31.52-acres, more or less, generally located south of West 46th Street, and east of Moose Street. Applicant: Gorgan, LLC.

Craig Collins, City Planner presented the staff report and entered fifteen (15) exhibits into the record for this case. The staff report recommends the following two (2) Conditions:

1. The plat shall be amended to add cross streets through the subdivision, from Moose Street to the eastern boundary, to comply with the City's maximum block length requirements found in Section 16.16.020.
2. The plat shall be amended to dedicate the necessary right-of-way at the south end of Moose Street for the construction of a standard City cul-de-sac or turnaround, and the applicant/owner shall construct said cul-de-sac or turnaround prior to the issuance of any Certificates of Occupancy for any structures in the subdivision.

Chairman King opened the public hearing and asked for the person representing the case to come forward and explain the application.

Jesse Morgan, 3630 Ermine Circle, spoke in favor of this case. He stated that he was going to let John Bryson with JKC Engineering speak about the replat.

John Bryson, 111 West 2nd Street, Suite 420, advised that the replat would create large rural type lots for four (4) residences. He noted materials had been provided in the packet pertaining to the cost of constructing streets. The topography of the land is not conducive for street construction.

Mr. Wingerter asked if there would be another entrance to the subdivision besides Moose street, and would there be a Home Owners Association (HOA)?

Mr. Morgan replied there would not be another entrance, and there would be covenants but not a Home Owners Association (HOA).

Chairman King asked Mr. Morgan if the two (2) Conditions listed in the staff report were acceptable.

Mr. Morgan stated that he objects to the construction of streets. He mentioned the grade limitation required by Municipal Code and it being cost prohibitive to the project.

Chairman King asked Andrew Beamer, Public Services Director to address the Municipal Code requirements for street construction.

Andrew Beamer, Public Services Director stated that the Municipal Code does allow for a 15% grade in areas deemed “hilly.”

Mr. Morgan advised that he still objects to cross streets in the development.

Chairman King asks staff to educate the Commission regarding the benefits of cross streets.

Mr. Collins advised that the cross streets would allow future access when development occurs adjacent to the proposed project multiple points of access, redundant utility connections. He noted that this is the only one opportunity to ensure adequate future access.

Mr. Feth mentioned receiving a letter with concerns about drainage.

Mr. Bryson advised the area would be developed for residential homes and the drainage would not be impacted.

Mr. Beamer stated he agrees with Mr. Bryson’s assessment that drainage would not be impacted by this development.

Mr. Wingerter reiterated his concern for another access into the area. He notes the area is used for exercise by the neighborhood and asks if the Fire Department has any concerns with the proposed replat.

Mr. Collins advised that the Fire Department is involved in the review process and the Planning Office did not receive any comments from them.

Chairman King asked for anyone wishing to comment in favor of, or opposition to this case.

Connie Rodgers, 4511 Moose, states she has a concern about the access to State Public Land. She suggests the applicant could place an access walkway along the power line easement.

Mr. Hein suggested that should the Planning Commission require a cross street as required by code, that would provide access to the State Land. He asked staff to clarify street and block length requirements.

Mr. Collins stated that per Municipal Code maximum block length would be 750 feet with a midblock pedestrian trail, or 500 feet without a midblock pedestrian trail. The street is approximately 2000 feet in length.

Ms. Frank asked staff if the upgrade to Moose Street would be the expense of the developer.

Mr. Collins replied, no the City of Casper would be responsible for the upgrade/improvements to Moose Street, as it is a developed, and dedicated City right of way.

Cheryl Hackett, 4441 Moose, stated the following concerns:

- Preserving access to State Land along the north end of Lot 1. She mentioned the fence line along West 46th Street could be used to preserve a trail that could be used to access State Land.
- A significant increase in traffic on Wolf Creek Road with the addition of six (6) homes. She noted that there are several children in the area.
- A need for additional streets in the proposed area.
- Cited that Moose is in need of repaving, and now understands that would be the responsibility of the City.
- Dust and dirt coming from the construction site.
- Asked to go on record that she believes that Mr. Morgan acquired the property while he served on the City Council. She noted that this was not the forum to address this concern, and will take it up with City Council.

Mr. Wingerter asked if she is against the proposed project, or would just like an additional access.

Ms. Hackett advised she is not opposed to development, but would like to have a trail to the State land and an additional access street, and street connectivity per City Code requirements.

Mr. Hein regarding dust and dirt, stated construction is a temporary situation and it would be different if there were going to be 20-30 homes instead of the proposed six (6).

Ms. Frank asked if a condition could be made to recommend connectivity?

Mr. Trembath addressed the Commission regarding the unusual circumstances for the hearing this evening, and advised that everyone that spoke should be called, again, to give them a chance for a rebuttal. He advised that the Commission is considering a land use case with a legal land owner this evening.

Ms. Rodgers did not have a rebuttal, but did state she likes Mr. Hein's suggestion requiring a street within the subdivision for connectivity.

Mr. Morgan stated he would let Mr. Bryson, surveyor, address comments.

Mr. Bryson advised that placing a street near the middle of the property would be the most challenging to build, and cost prohibitive for the applicant.

Mr. Morgan stated they had no problem with the requirement to build a cul-de-sac at the end of Moose Street.

Mr. Morgan stated that the majority of the concerns were about access to State Land. He noted that Whitney Drive is an additional access to the State Land. He advised that having to add a street would affect his plans for development. To address the comment that he purchased the property while serving on the City Council, he stated that the sale occurred between two (2) private property owners, not directly from the City to him.

Chairman King advised that the Planning and Zoning Commission is not the venue to address the issue of a sitting Council member acquiring property. He stated that would be best for City Council to address.

There being no others to speak Chairman King closed the public hearing and entertained a motion to approve, deny or table PLN-20-012-R.

Mr. Wingerter made a motion to approve case PLN-20-013-R, a replat creating Gorgan Hills Addition with Conditions #1-2 listed in the staff report, and forward a “do pass” recommendation to City Council. The motion was seconded by Mr. Hein.

There was discussion on:

- Placing a condition that would require the construction of three (3) streets that would go nowhere.
- Whitney Drive and Camelback having connectivity to State Land.
- The current proposal only having one ingress/egress on Moose Street.
- Does the recommendation have to require a certain number of cross streets? Mr. Collins advised that it does not. The recommendation in the staff report was taken from the Municipal Code. He noted that a different recommendation could strike a balance between the Code and the reality of the ground.
- Placement of a cross street should occur somewhere in the middle of the proposed development.

Chairman King asked Mr. Wingerter, if the motion currently on the floor could be amended. Mr. Wingerter stated an amended motion would be acceptable.

Mr. Hein made a motion to amend the original motion to locate a cross street in (approximately) between Lots 4 and 5. The motion was seconded by Mr. Feth. All those present voted aye. The motion was amended.

Chairman King called for a vote on the motion on the floor with the two (2) Conditions as amended. All those present voted aye. Motion Carried.

The Chairman advised the applicants that it takes four (4) affirmative votes to carry any motion not just a majority of those commission members present. Anything less than four (4) votes is a denial. Applicants can postpone their Public Hearing until next month in anticipation of more Planning Commission members being present, if they so desire.

PLN-20-013-Z – Petition for a zone change of Lots, 344 and 345, Kenwood Addition, located at the southwest corner of East 12th and South Melrose Streets, from zoning classification R-2 (One Unit Residential), to zoning classification C-2 (General Business), to allow for the construction of a coffee shop. Applicant: Grit Line, LLC.

Craig Collins, City Planner presented the staff report and entered seven (7) exhibits into the record for this case.

Chairman King opened the public hearing and asked for the person representing the case to come forward and explain the application.

Fred Kuck, 5865 Bell Valley Road, explained that he was requesting a zone change of the lots for a drive-thru coffee shop.

Mr. Wingerter asked if the coffee shop would be a trailer?

Mr. Kuck replied that it would be a building, similar to the Starbucks located on North Center Street.

Chairman King asked for anyone wishing to comment in favor of, or opposition to this case.

There being no one to speak Chairman King closed the public hearing and entertained a motion to approve, deny or table PLN-20-013-Z.

Mr. Wingerter made a motion to approve case PLN-20-013-Z, zone change Lots, 344 and 345, Kenwood Addition, to zoning classification C-2 (General Business) and forward a “do pass” recommendation to City Council. The motion was seconded by Ms. Frank.

Discussion:

Mr. Wingerter asked staff how the zoning could be R-2 (One Unit Residential). He noted previously a Mini-Mart convenience store had been at that location.

Mr. Collins stated that he was not certain how the zoning came to be R-2 (One Unit Residential).

Mr. Hein advised that this was the Planning Commission's opportunity to be historically correct and change the zoning to C-2 (General Business).

All those present voted aye. Motion Carried.

IV. COUNCIL ACTIONS:

The following item(s) have been approved by the City Council since the last Planning and Zoning Commission meeting.

A plat creating Garden Creek Square Addition No. 2.

A replat creating the Greenway Park III Addition and rezoning to PUD (Planned Unit Development) for Lot 1, Block 6; R-3 (One to Four Unit Residential) Blocks 1 & 5; and R-2 (One Unit Residential) for Blocks 2, 3 & 4.

A replat creating Kensington Heights Addition No. 1, and rezoning to R-2 (One Unit Residential).

V. SPECIAL ISSUES:

None.

VI. COMMUNICATIONS:

- A. Commission:
Chairman King asked the Commissioners if they had any comments to share. There were none.
- B. Community Development Director:
There were none.
- C. Council Liaison:
There were none.
- D. OYD and Historic Preservation Commission Liaisons
There were none.

Casper Historic Preservation
There were none.
- E. Other Communications:

There were none.

Chairman King stated that the next Planning and Zoning Commission meeting will be held Thursday, May 21, 2020.

VII. ADJOURNMENT

Chairman King called for a motion for the adjournment of the meeting. A motion was made by Ms. Frank and seconded by Mr. Hein to adjourn the meeting. All present voted aye. Motion carried. The meeting was adjourned 7:43 p.m.

Chairman

Secretary

**GORGAN HILLS ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this _____ day of _____, 2020, 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. Gorgan, LLC, 3630 Ermine Circle, Casper, Wyoming 82604 ("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 submitted a plat of the Gorgan Hills Addition, being a vacation and replat of Lot 1, Block 1, Cemetery Addition to the City of Casper, Wyoming.
- C. A plat of Gorgan Hills 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.

2.16 Other Requirements:

- a. A fifty-foot (50') (radius) cul-de-sac, meeting all City of Casper minimum design and construction standards, shall be constructed within dedication public right-of-way located at the southern terminus of Moose Drive. Said cul-de-sac shall be fully constructed prior to the issuance of any Certificates of Occupancy for any structures located within the Addition.
- b. Fire hydrants shall be installed at Owner's sole cost/expense at a maximum spacing of four hundred (400) feet along the entire length of Moose Drive, south of West 46th Street, in compliance with minimum City of Casper design and construction standards. Said hydrants shall be installed and accepted by the City prior to the issuance of any Certificate of Occupancy for any structures located within the Addition.
- c. Prior to applying for any building permits for structures in the Addition, Owner shall submit an engineered water/sewer study to the Public Services Director, for review and approval, in compliance with City of Casper and Department of Environmental Quality (DEQ) standards. No septic systems will be permitted on any of the lots in the Addition.

- d. Owner shall be responsible for, and shall pay all costs for engineering, design and construction of utility extensions (water and/or sewer) and upgrades beyond the existing, and formerly-accepted, public infrastructure that is currently in place along the Moose Drive public right-of-way, including, but not limited to, the construction of standard City street lights, water/sewer main extensions, and fire hydrants to meet City of Casper minimum requirements.

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.

The City previously accepted Moose Drive as a paved public street, as well as the existing utilities located within the Moose Drive right-of-way; therefore, the City shall be solely responsible for the continued maintenance and/or future reconstruction of Moose Drive and the existing water/sewer mains, which extend approximately 1,200 linear feet southward along Moose Drive.

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:

Gorgan, LLC
 3630 Ermine Circle
 Casper, Wyoming 82604

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.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- 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.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

Wallis Thorne

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

OWNER
Gorgan, LLC

By: Kelsey Gorrrie

By: Scott Gorrrie

Printed Name: Kelsey Gorrrie

Printed Name: Scott Gorrrie

Title: _____

Title: Partner of Gorgan LLC

WITNESS:

By: Brittney Morgan

Printed Name: Brittney Morgan

Title: _____

OWNER
Gorgan, LLC

By: Jesse Morgan

Printed Name: Jesse Morgan

Title: Partner of Gorgan LLC

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2020, by Steven K. Freel, 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 10th day of June, 2020, by Scott Gorie as the Partner of Gorgan, LLC.

(Seal, if any)



Heather Butler
(Signature of notarial officer)

Notary Public
Title (and Rank)

[My Commission Expires: Aug 22, 2020]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 10th day of June, 2020, by Jesse Morgan as the Partner of Gorgan, LLC.



Heather Butler
(Signature of notarial officer)

Notary Public
Title (and Rank)

[My Commission Expires: Aug 22, 2020]

ORDINANCE NO.14-20

AN ORDINANCE APPROVING THE GORGAN HILLS ADDITION SUBDIVISION AGREEMENT AND A VACATION AND REPLAT CREATING GORGAN HILLS ADDITION, COMPRISING 31.52 ACRES, MORE OR LESS.

WHEREAS, an application has been made TO VACATE AND REPLAT Lot 1, Block 1, Cemetery Addition, to create the Gorgan Hills Addition Subdivision, comprising 31.52-acres, more or less, generally located south of West 46th Street and east of Moose Street (the “plat”); 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, the vacation and replat 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 the City Council approve the requested vacation and replat; and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation, replat 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 Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Gorgan Hills Subdivision Agreement.

SECTION 2:

That the vacation and replat creating the Gorgan Hills Addition is hereby approved under terms and conditions of the Gorgan Hills Subdivision Agreement.

SECTION 3:

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 19th day of May, 2020.

PASSED on 2nd reading the ____ day of _____, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2020.

APPROVED AS TO FORM:

Wallace Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 21, 2020

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Chief of Police *KMP 307*
Lori Jackson, PSCC Manager
SUBJECT: That Council, by Resolution, Authorize a Contract with PowerPhone Total Response Emergency Medical Dispatch, in the Total Amount of Seventy-One Thousand, Four Hundred and Ten Dollars and 00/100 (\$71,410.00)

Meeting Type & Date

Regular Council Meeting
June 16, 2020

Action type

Resolution

Recommendation

That Council, by resolution, authorize a contract with PowerPhone Total Response Emergency Medical Dispatch, in the total amount of seventy-one thousand, four hundred and ten dollars and 00/100 (\$71,410.00).

Summary

The current Emergency Medical Dispatch (EMD) by Priority Dispatch has been a reliable product that has assisted dispatchers in completing complex medical dispatch. Although the product has been sufficient, the ability to modify the suggested response is not allowed and this does limit our liability coverage provided by the vendor. In order to dispatch effectively and provide a more robust level of care to citizens, the department researched and decided that PowerPhone Total Response Emergency Medical Dispatch Quality Assurance provides an integrated software solution with the Spillman CAD system to ensure a quick and accurate response. The software also provides the Public Safety Communication Center (PSCC) the ability to configure the field unit responses, based on local protocol.

The department has completed webinars and met with the Wyoming Medical Center Director to ensure that we would be provided the guidance to evaluate and modify the Total Response EMD and follow the WMC guidelines for EMD. PowerPhone Total Response Emergency Medical Dispatch allows for modifications by the local medical director to ensure the most efficient and quality care that dispatchers can provide over the phone to the citizen. The agreement between the WMC and Casper/Natrona County PSCC has been lacking for some time and we are able to strengthen the relationship between the two agencies. National guidelines, such as CPR will not be modified, but other protocols that are unique to our area can be modified.

The Spillman and PowerPhone EMD Interface allows for instant EMD when the call nature is matched with the condition. It also records the responses provided by the caller to ensure accuracy and current EMD procedures were followed. The PSCC will be trained by PowerPhone to utilize the system with a train the trainer program which will reduce the overall cost of recertification and training.

Financial Considerations

The initial cost to implement the PowerPhone Total Response EMD QA will be \$71,410 with an annual maintenance of \$6,188. Funding for the initial purchase will come from the remaining funds in the PSCC Reserve Line Item.

Oversight/Project Responsibility

Scott Hoffman, Police Technologies Manager
Lori Jackson, PSCC Manager
Michael Szewczyk, IT Manager

Attachments

Contract
Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 16th day of June, 2020, 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. PowerPhone, Inc., 1321 Boston Post Road, Madison, Connecticut 06443 ("Contractor").

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

RECITALS

A. The City is undertaking a project to purchase and install PowerPhone Total Response Computer Aided Call Handling (CACH) software to gain a compatible approach to Emergency Medical Dispatch that can be configured to complement local operating procedures.

B. By purchasing CACH, the City will also receive law enforcement and fire call taking software, which will provide a structured, consistent call handling approach.

C. By using a CACH connectivity interface that has already been purchased by the City of Casper, the Contractor can configure the CACH software to give City the ability to present protocol content from a single interface that doesn't require the user to switch between separate systems.

D. The Contractor will provide a turn-key system that works with the City's existing computer aided emergency medical dispatch system.

E. The project requires professional services for the purchase, installation, certification and ongoing maintenance of the CACH software.

F. The Contractor represents that it is ready, willing, and able to provide these professional services to City as required by this Contract.

G. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

- A. The Recitals above are incorporated at this point as though fully set forth.
- B. The Contractor shall perform the services set forth on Attachments A and B, which are hereby made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of September, 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Seventy One Thousand Four Hundred Ten Dollars and 00/100 (\$71,410.00).

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 Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

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 Contractor, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
PowerPhone, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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

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

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

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
PowerPhone, Inc.

By: Wilda Lohutko
Printed Name: Wilda Lohutko
Title: Admin Assistant

By: P. Kelly
Printed Name: Patrick Kelly
Title: Dir. of Operations

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and

approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create

such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



Attachment A
 1321 Boston Post Rd
 Madison, CT 06443
 1.800.537.6937

Quote
Quote Number: 17958
Date: 2020-05-11
Sales Person: Brian Griffin
Valid Until: 2020-07-20

Bill To	Ship To
Ms. Lori Jackson Casper Public Safety Communications Center 201 North David Street Casper, WY 82601 United States	Casper Public Safety Communications Center

Total Response Silver Call Handling Solution

Quantity	Part Number:	Product	List Price	Unit Price	Ext. Price
1	TRSL	CACH Server Module Includes 1 x CACH Admin License	\$7,500.00	\$7,500.00	\$7,500.00
0	TRAL	CACH Administrator Module	\$3,850.00	\$3,850.00	\$0.00
1	TRAPI	CACH API Excludes 3rd Party Fees	\$3,850.00	\$3,850.00	\$3,850.00
1	TR200	CACH Emergency Protocols	\$1,850.00	\$1,850.00	\$1,850.00
3	TRCHL	CACH Call Handler Module 3 Concurrent Call Handler Licenses.	\$5,500.00	\$5,500.00	\$16,500.00
1	TRSPVL	CACH Supervisor Module	\$3,850.00	\$3,850.00	\$3,850.00
1	TRCAL	CACH Quality Assessor Module	\$3,850.00	\$3,850.00	\$3,850.00
1	TRSML	CACH Protocol Manager Module	\$3,850.00	\$3,850.00	\$3,850.00
1	TRSILVER	CACH Silver Package Credit	\$-2,900.00	\$-2,900.00	\$-2,900.00
Subtotal:					\$38,350.00
Tax:					\$0.00
Shipping:					\$0.00
Total:					\$38,350.00

Implementation

Quantity	Part Number:	Product	List Price	Unit Price	Ext. Price
10	TRINSTL01	CACH Installation Silver / Gold System Installation. To make a total of 10 installs. 7- Main Area 3 Laptops.	\$1,000.00	\$1,000.00	\$10,000.00
6	TRIMPSUP	Implementation Support 8 Hour block	\$1,600.00	\$1,600.00	\$9,600.00
4	TRCOCCC	Combined Cert (EMD+LED+FSD) Volume pricing (per registration): \$729 : 1 - 3 \$659 : 4 - 6 \$619 : 7+ * For those still needing EMD Certifications.	\$1,117.00	\$659.00	\$2,636.00
17	TRCOFSD	FSD Certification Volume pricing (per registration): \$359 : 1 - 3 \$329 : 4 - 6 \$299 : 7+ * For those holding a current EMD Certification.	\$359.00	\$299.00	\$5,083.00



1321 Boston Post Rd
 Madison, CT 06443
 1.800.537.6937

Quote
Quote Number: 17958
Date: 2020-05-11
Sales Person: Brian Griffin
Valid Until: 2020-07-20

17	TRCOLED	LED Certification Volume pricing (per registration): \$359 : 1 - 3 \$329 : 4 - 6 \$299 : 7+ * For those holding a current EMD Certification.	\$359.00	\$299.00	\$5,083.00
2	TROCAC	Assessor Certification	\$329.00	\$329.00	\$658.00

Subtotal:	\$33,060.00
Tax:	\$0.00
Shipping:	\$0.00
Total:	\$33,060.00

Software Maintenance

Quantity	Part Number:	Product	List Price	Unit Price	Ext. Price
0	TRSMANT	Annual Software & System Maintenance Software system support and maintenance. Maintenance fee applies to year 2 onward.	\$0.00	\$6,187.50	\$0.00

Subtotal:	\$0.00
Tax:	\$0.00
Shipping:	\$0.00
Total:	\$0.00

Grand Total

Currency:	USD	Subtotal:	\$71,410.00
Tax Rate:	0.00%	Tax:	\$0.00
Shipping Provider:		Shipping:	\$0.00
		Total:	\$71,410.00



Technology Requirements for Installation of Computer-Aided Call Handling (CACH) Standard*

Software Requirements[†]:

Server

- Windows Operating System
- On-premise MS SQL Server (not Express)
- .NET Framework

Client

- Windows Operating System
- MS SQL Express (will be installed by PowerPhone as required)
- Microsoft Word
- .NET Framework

Hardware Minimum Requirements:

Server

- Dual core processor with 4 MB cache, 2.0 GHz or higher
- 4GB RAM or higher
- 80GB SAS hard drive with RAID

Client

- Intel Pentium Core i3 or higher CPU (Intel Core i7 recommended)
- 4GB RAM or higher
- 1.5 GB of available hard drive space
- Screen resolution of 1280 x 1024; dual graphics card recommended if cohabitating with other systems (e.g., CAD)

* A PowerPhone technician will perform the installation, updates and maintenance, which will be managed by Log MeIn Rescue. The customer must provide their IT staff for access to the server and each workstation.

[†] PowerPhone supports the versions supported by Microsoft (recommended items in **bold**). As of 9/30/2019,

Microsoft supports:

Windows Server: 2012 & 2012 R2, **2016**, 2019

MS SQL Server (and MS SQL Express): 2012 SP4, **2014 SP3**, 2016 SP2

.NET Framework: 3.5 SP1, **4.5.2** through 4.8

Windows: 7, 8.1, **10**

MS Word: 2010 SP2, 2013 SP1, **2016**, 2019

PowerPhone's Support and Maintenance

As with all PowerPhone installations, a one-year warranty is included with the software purchase price.

There are many support features PowerPhone offers to streamline installation and help with maintenance and redundancy including:

- **New Incident Code Mapping** allows automatic display of a chief complaint in CACH Standard based on pre-selected criteria mapped from an external system where the call originates, such as CAD.
- **Multiple Server Profiles** that allow CACH Standard software to be configured for use with more than one server to fully separate "live" and "training or testing" servers.
- **Failover Capability** allows for multiple days of continued operation in a failover condition until network and/or server repairs are completed. When connectivity is restored, the workstation(s) that were operating offline will resynchronize all call information with the Total Response server.

An annual maintenance period is included as an additional cost item and noted in the pricing of the quote already presented. Maintenance includes any software updates made to the application and content (protocol) updates and requires Powerphone system technician remote access.

RESOLUTION NO. 20-123

A RESOLUTION AUTHORIZING A CONTRACT WITH POWERPHONE, INC. TO INSTALL A TOTAL RESPONSE COMPUTER AIDED CALL HANDLING (CACH) SYSTEM TO GAIN A COMPATIBLE APPROACH TO EMERGENCY MEDICAL DISPATCH

WHEREAS, the City of Casper desires to purchase and install a Total Response Computer Aided Call Handling (CACH) System; and,

WHEREAS, by purchasing CACH, the City will also receive law enforcement and fire call taking software, which will provide a structured, consistent call handling approach; and,

WHEREAS, by using a CACH connectivity interface that has already been purchased by the City of Casper, the Contractor can configure the CACH software to give the City the ability to present protocol content from a single interface that doesn't require the user to switch between separate systems; and,

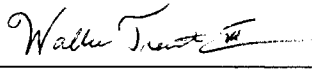
WHEREAS, PowerPhone, located in Madison, Connecticut, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with PowerPhone.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payment throughout the term of the agreement in an amount not to exceed Seventy-One Thousand, Four Hundred and Ten Dollars (\$71,410.00).

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

June 1, 2020

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

FROM: Andrew Beamer, P.E., Public Services Director
Jolene Martinez, Assistant to the City Manager

SUBJECT: Accepting Grant from the Natrona County Recreation Joint Powers Board, in the amount of \$223,000, for the First Street Gateway Project

Meeting Type & Date

Regular Council Meeting
June 16, 2020

Action type

Resolution

Recommendation

That Council, by resolution, accept a grant from the Natrona County Joint Powers Board, in the amount of \$223,000, to be used to fund components of the First Street Gateway Project.

Summary

Staff has been notified that a grant from the Natrona County Joint Powers Board has been authorized to fund two components of the First Street Gateway Project: the boat ramp with an attached parking lot and the pathway extension. Staff identified and submitted a grant application for this funding to this competitive grant opportunity.

In November 2019, staff presented Council with the concept of a riverfront park (the First Street Gateway Project) as a complement and enhancement to the North Platte River restoration at the First Street reach. The project was presented with an authorization request to submit a grant to the Wyoming Business Council for funding. Advice from the Wyoming Business Council persuaded staff to hold the grant for submittal at a later date. In the meantime, staff became aware of another grant opportunity from the Natrona County Recreation Joint Powers Board for the project and submitted an application.

The First Street Gateway Project is important both to the visual impression at an important gateway into Casper's downtown and to complement the river restoration work at this reach. Though many studies and strategic plans have identified this area as an important gateway and recreation area, it remains a distinct negative visual break from the work that has been done in the surrounding area, including the Amoco Reuse Area, Downtown Casper, and the Old Yellowstone District. Access to the river in this area is difficult and stifles recreation. Using the public input gathered as part of numerous city plans including Generation Casper, staff has identified several elements that need

to be included in the First Street Gateway Project to establish a positive presentation of Casper and improve recreation opportunities.

The first phase of the gateway will create a park along the riverfront from the BNSF bridge extending 404 linear feet south to First Street and 185 linear feet south and west from First Street along the riverbank. The park will include a pathway, a boat ramp with an attached parking lot, bollard lighting, park benches, picnic tables, landscaping, and a welcome sign. The estimated cost of the first phase of First Street Gateway Project is \$786,000. The Natrona County Recreation Joint Powers Board grant will fund the boat ramp and attached parking lot and the 185 linear feet pathway extension. A match of 25% (cash or in-kind) is required.

Financial Considerations

Financial considerations are the 25% match and the rest of the project funding. The 25% match of \$55,750 (cash and/or in-kind) will come from City engineering services such as engineering design, bid management, and project management. The \$563,000 left to fund will be raised through a series of grants and donations. Staff has identified at least five additional grant opportunities and donations it is researching.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director
Scott Baxter, Associate Engineer
Jolene Martinez, Assistant to the City Manager

Attachments

Resolution



May 22, 2020

Jolene Martinez
City of Casper
200 N David St.
Casper, WY 82601

Congratulations, your organization's grant request to the Natrona County Recreation Joint Powers Board was approved in the amount of **\$223,000.00** to be used for the First Street Gateway Project - Recreational Components as outlined in the grant proposal.

You are required to take the following steps to secure the funding and to complete the process:

1. Please adhere to the following restrictions or conditions and indicate your acceptance of these conditions by signing and returning a copy of this letter to my office.
2. A detailed report of the expenditure of the funds is expected when the project is complete. Funds are to be expended as outlined in the grant proposal.
3. All funds must be dispersed by May 21, 2021. If funds are not dispersed by this date, a report must be submitted detailing the status of the project, why the funds have not been utilized, and the future of the project. Following receipt of this report, the board reserves the right to discontinue the availability of funds.
4. Please submit an invoice to my office so we can release the funds.

If you have any questions, please contact us at 253-5370.

Sincerely,

Kelly Eastes
On Behalf of the Natrona County Recreation Joint Powers Board

I accept the conditions indicated above.

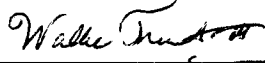
Signature

Date

APPROVAL AS TO FORM

I have reviewed the letter dated May 22, 2020, from the Natrona County Recreation Joint Powers Board and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: June 2, 2020



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 20-124

A RESOLUTION AUTHORIZING ACCEPTANCE OF A
GRANT FROM THE NATRONA COUNTY RECREATION
JOINT POWERS BOARD

WHEREAS, the City of Casper identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

WHEREAS, the City of Casper identified the need to establish a riverfront park at First Street called the First Street Gateway Project that complements and enhances the Platte River Revival at First Street; and,

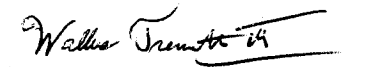
WHEREAS, the City of Casper has been approved for a grant from the Natrona County Recreation Joint Powers Board, in the amount of Two Hundred Twenty-Three Thousand Dollars (\$223,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from the Natrona County Recreation Joint Powers Board to fund a boat ramp and associated parking lot and a pathway extension in the First Street Gateway Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant from the Natrona County Recreation Joint Powers Board, in the amount of, Two Hundred Twenty-Three Thousand Dollars (\$223,000) is, hereby accepted, and the Mayor is directed to sign the grant acceptance letter therefor.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
M. Jeremy Yates, MPO Supervisor *MJY*
Denyse Wyskup, Regional GIS Administrator *DW*
SUBJECT: Aerial Photography Quality Assurance and Quality Control Services Contract

Meeting Type & Date:

Regular Council Meeting, June 16, 2020.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's contract for professional services with AECOM Technical Services, Inc., for the Quality Assurance and Quality Control (QA/QC) services in an amount not to exceed \$15,850.00.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn, Evansville, and Mills, and Natrona County. The MPO updates the aerial imagery every five (5) years. Part of that update includes QA/QC expertise and support to ensure the accuracy, precision, and quality of the imagery and data garnered from an area of approximately 1,562 square miles. The third party QA/QC vendor is responsible for reviewing the data for accuracy, documenting any errors, and reporting issues to both the vendor conducting the flight, Fugro USA Inc., and the MPO flight project manager.

A Request for Proposals (RFP) was released on February 11, 2020. Three (3) consulting firms responded with proposals by the March 13, 2020 deadline. Proposals were reviewed and on April 7, 2020, AECOM Technical Services, Inc. was selected based on the quality of the initial proposal, qualifications of proposed staff, and understanding of the project. The proposed project is expected to be complete by November 30, 2020.

Financial Considerations:

The proposed contract shall not exceed \$15,850.00. Funding for this project comes from the Casper Area Metropolitan Planning Organization (MPO), including federal monies and contributions from member agencies. The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$95,000 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project, including both the flight itself and the QA/QC component, on March 14, 2019.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor
Denyse Wyskup, Regional GIS Administrator, has been tasked with overseeing this project.

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract or Agreement”) is entered into on this _____ day of _____, 2020, 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. AECOM Technical Services, Inc., 12420 Milestone Center Drive, Suite 150 Germantown, Maryland 20876 (“Consultant”).

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

RECITALS

A. Pursuant to this Contract, Owner, the City is undertaking professional services for Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update, hereinafter referred to as the “Project”.

B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to the 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 Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update as follows:

Subject to the subcontractor limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the Services as set forth in Exhibit “A” (Scope of Services).

Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities (“Standard of Care”) and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City.

B. The Study shall be completed on or before November 30, 2020.

C. In the event that additional work results from an amendment, change request or force majeure events prevent completion of the services to be performed under this Agreement in the times specified, the City shall grant a time extension for any or all parts of the work, provided that written application is made by the Consultant to the City within ten (10) days after any such additional work, change request, or force majeure events are identified.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this Contract, a fee of Fifteen Thousand Eight-Hundred Fifty Dollars and Zero Cents (\$15,850.00). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the total cost of customary and statutory benefits, overhead, and fee (profit).

Invoices shall be accepted on a monthly basis for services provided in the prior month. It is understood that Owner will retain ten percent (10%) of total Project cost, or One Thousand Five Hundred Eight-Five Dollars and Zero Cents (\$1,585.00), until the Community Development Director provides written notice of final acceptance of the Project.

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 Agreement, 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 Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement. Invoices will be payable within

forty-five (45) days of receipt or Owner shall pay interest from the forty-fifth day at the rate of one and one-half percent (1.5%) 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.

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 Agreement.

5. TERMS AND CONDITIONS:

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

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

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

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

6. EXTENT OF AGREEMENT:

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

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

APPROVED AS TO FORM:

Walter Trout

ATTEST:

Fleur Tremel
City Clerk
WITNESS:

By: _____

Printed name: _____

Title: _____

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

Steven K. Freel
Mayor
AECOM Technical Services, Inc., as
Consultant:

By: *Tim M. Hallinan*

Printed name: Tim HALLINAN

Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

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

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

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

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

- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.

- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.

- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.

- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers’ compensation programs before and during performance of work under this Agreement, if applicable.

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

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

EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.

FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant 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 Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.

GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such

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

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

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

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

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

- i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant’s responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.
- MM. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys’ fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"
SCOPE OF SERVICES

AECOM Imagine it.
Delivered.

ABBREVIATED SCOPE OF WORK
– QC/QA OF GIS DELIVERABLES
FROM THE 2020 MPO AERIAL
MAPPING UPDATE

SOLICITATION NUMBER MPO 20-01

Casper Area Metropolitan Planning Organization (MPO)

April 15, 2020

1

ABBREVIATED SCOPE OF WORK – QC/QA OF GIS
DELIVERABLES FROM THE 2020 CASPER AERIAL
MAPPING UPDATE

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AECOM

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Statement of Project Requirements

AECOM understands that the Casper Area Metropolitan Planning Organization (MPO) has selected Fugro USA, Inc. (Fugro) to acquire aerial imagery for the 2020 aerial mapping update. This data will be processed into high resolution and accuracy RGB/CIR band digital orthoimagery. This imagery is to be utilized by multiple MPO stakeholders to support a myriad of MPO activities, programs, and services.

Four band imagery having a 3" resolution will be collected over the Casper area of interest (AOI), encompassing 208 square miles. Four band imagery having a 6" resolution will be collected over a portion of Natrona County (Natrona AOI), encompassing 1,562 square miles.

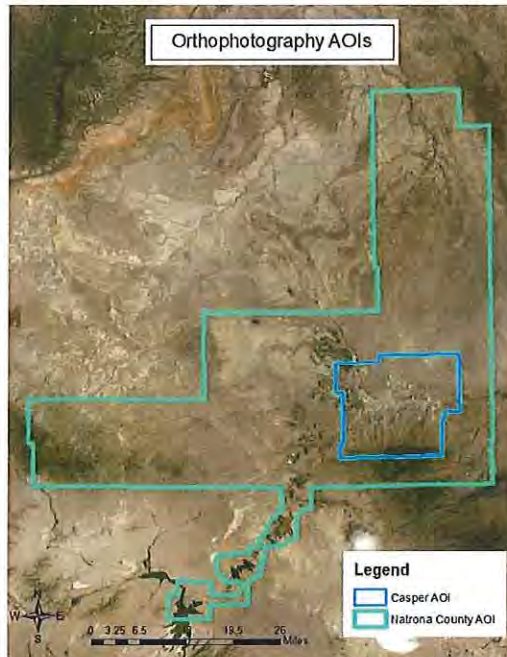


Figure 1: Casper and Natrona Orthophotography AOIs

AECOM understands that MPO is soliciting for geospatial QA services to ensure all imagery and related mapping products are delivered to stakeholders in adherence to the scope of work.

More specifically, MPO requests that various Fugro deliverable datasets be carefully reviewed for compliance to MPO's specifications and requirements. These requirements include meeting the appropriate "Highest accuracy works" in relation to pixel size, and RMSE_x and RMSE_y horizontal accuracies outlined in *ASPRS Positional Accuracy Standards for Digital Geospatial Data (Edition 1, Version 1.0- November 2014)*, as well as appropriate National Standard for Spatial Data Accuracy (NSSDA) specifications. To that end MPO is seeking to select a qualified geospatial contractor familiar

with MPO's goals and requirements to provide QA reviews and testing of the high resolution aerial orthoimagery, and precursive and derivative products referenced in *Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update RFP*. Precursive and derivative products include Aerotriangulation (AT) reports, Ground Control reports, metadata, and compressed orthomosaic datasets.

All Casper AOI project deliverables are to be final by 10/29/20.

Throughout the project AECOM will provide "Ad Hoc" support as needed.

Defined Image Acquisition Parameters

Per the RFP the following parameters will be used regarding image acquisition.

- Leaf off and absent of snow image data acquisition will occur between April 15 – May 30, 2020 using industry standard large format photogrammetric mapping grade digital aerial cameras capable of capturing 4 band imagery (red, green, blue, and near infrared).
- Image sensors will utilize Forward Motion Compensation and Airborne Global Positioning System/Inertial Navigation Unit (GNSS/INS) systems installed on a Gyro-Stabilized Mount.
- Flying height will be performed at an elevation that supports the required final pixel resolution and accuracy of the data requirements.
- The sun angle exceeds 30 degrees
- Tilt is less than 4 degrees
- Relative tilt between image strips of less than 6 degrees
- Any 10 mile long flight line will have less than 2 degrees of tilt on average
- Entire project AOI will have less than 1 degree of tilt on average
- Sidelap minimum will be 15%, maximum will be 45% with an average of 20 – 30% over the entire flight line
- Ground is not obscured by atmospheric conditions or temporal ground conditions such as snow, flooding, or similar
- Cloud cover will not exceed 5% of the coverage of any tile, or 5% of the entire AOI

AECOM understands two pilot areas will be identified. Both will be non-agricultural in content within the Casper AOI. Pilot area will be reviewed to assess production process intended to be performed on the datasets prior to proceeding into full production. Upon successful pilot submittals full production approvals will be granted to Fugro.

Scope of Work – Quality Assurance

Image Radiometry Review

Fugro will submit sample imagery as determined by the Fugro and MPO that best represents varying cover types of interest to MPO for review. AECOM feedback regarding the clarity/detail and radiometry (color balance, contrast, and saturation) will be returned to MPO and Fugro. Ultimately a radiometric signature for each of the cover types will be determined and will be applied to radiometric balancing processes during image mosaicking. The expectation being the cover types in the output image mosaic data mimic the approved radiometric signatures initially approved.

Ground Control and Block Aerotriangulation (AT)

Reliance and utilization of Global Navigation Satellite System/Inertial Navigation System (GNSS/INS) data alone is not an acceptable aerotriangulation (AT) solution. Aided by existing ground control provided by MPO, additional ground control points collected by Fugro, and the onboard GNSS/INS systems Fugro will perform AT on the imagery. If additional ground control is acquired Fugro must submit a survey report to MPO. For each AT block an AT report must be signed by Fugro ASPRS Certified Photogrammetrist and submitted for review by MPO and AECOM.

Based on prior direct experience AECOM assumes there will one AT block for the Casper AOI. Using ASPRS guidance, and utilizing independent check points surveyed by AECOM partner, CompassData, AECOM will assess the accuracy of the AT and orthoimagery against project requirements. To perform this, AECOM proposes to set 25 independent check points in the Casper AO. These check points will be used to assess horizontal and vertical accuracy of the AT solution and horizontal accuracy of the orthoimagery. A detailed description of the check point survey process is provided in the Check Point Survey section below.

Regarding assessing the AT accuracy, AECOM proposes to submit approximated check point coordinate values to Fugro. Fugro will then return the AT derived coordinate values at each of the check point locations. An assessment of accuracy will be prepared and included in the AT QA report. Additional details regarding the AT checks will be discussed ahead. Similarly, once available, AECOM will test the orthoimagery tiles that intersect the check point locations to assess horizontal accuracy. AECOM will not divulge the coordinate information of the check points to Fugro, thus ensuring the integrity of using the check points in subsequent acquisition programs. The accuracy of each project component tested must meet, or exceed, the thresholds presented below.

Image Resolution	Ground Control RMSE _x (25% of GSD RMSE)	AT RMSE _x (50% of GSD RMSE)	Ortho RMSE _x	Ortho Seamline Pixel Alignment (2X GSD)
0.25'	0.0625'	0.125'	0.25'	0.5'

Table 1: Horizontal Accuracy Acceptance Thresholds

Orthorectification Production

Upon acceptance of the AT blocks Fugro will commence with orthorectification activities aided by elevation data provided by MPO, or using image based surface auto-correlation algorithms. If the former, presumably Fugro is responsible for updating the elevation data as necessary to achieve the program accuracy requirements and image quality expectations.

0.25 foot resolution four (RGBA) band (8bits/band) orthoimagery will be provided in full tiles that mimics the 2015 tile index in GeoTIFF+TFW format. An AOI wide single MrSID mosaic will also be delivered.

Accompanying each delivery, Fugro will include an internal quality report that includes horizontal accuracy results achieved with each deliverable block.

Other direct derivative products submitted for review not listed above include metadata and seamlines. All products will be delivered in Wyoming State Plane East Central Zone NAD 1983 (2011) US Survey Feet, NAVD88. Details regarding the quality assurance review methodology and the proposed solutions AECOM has available to offer are detailed below.

Proposed QA Methodology

The AECOM digital orthophotography QA/QC workflow was developed by AECOM's ASPRS Certified Photogrammetrists and ASPRS Mapping Scientists. This QA/QC workflow is assessed and enhanced quarterly to accommodate ever-changing base specifications, collection, and production technology gains. The workflow utilizes a suite of off-the-shelf and proprietary software, supported by the latest hardware technology. It's adaptability within a proven framework allows for efficient tailoring and assessment to specific scope of work requirements.

The AECOM Team's approach to performing QA/QC is tailored and driven by MPO's specific project requirements. The AECOM Team's QA/QC workflow is based upon the concept of Macro and Micro level data reviews that will be applied to MPO's orthoimagery, including derivative datasets to assess conformance with MPO's specifications.

The QA/QC process is based on a structured, sequentially gated process supported by Macro and Micro QA/QC Task Tracking Checklists, examples of which are available in the Tracking Checklists section below.

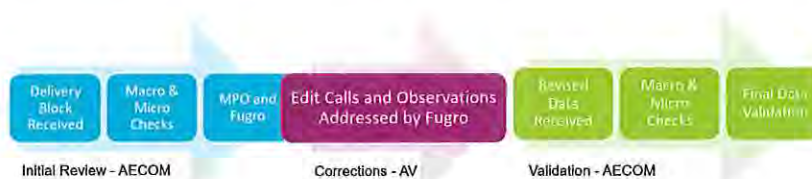


Figure 2: AECOM Geospatial Quality Assurance Workflow

The QA/QC review process contains two rounds. The Initial Review round analyzes each delivery block in detail per the Macro and Micro checks summarized below. AECOM will review each delivery block and report findings to MPO and Fugro. Fugro will address edit calls (suspected specification deviation locations) and observations (comments made that are worth noting but may not be a specification deviation) made. If required, a revised delivery dataset should be sent to AECOM where an additional Macro review is performed as well as a review of each of the edit calls and observation remarks. The expectation is no issues will be detected as part of the Validation Review (Macro level) and each call has been successfully addressed (Micro review). The benefits of this review structure are meaningful and are outlined below.

Macro Reviews

Macro reviews detect systematic issues immediately, permitting rapid feedback to MPO and Fugro shortly after receipt of the data, alleviating similar issues to be incorporated into current data production and future deliveries by Fugro. Detecting systematic issues at the beginning of the process speeds up Fugro correction times and mitigates pre-mature Micro review efforts resulting in schedule and budget erosion.

Macro reviews are primarily automated or semi-automated scripts and activities, designed to be accomplished on very large datasets in a fraction of the time of Micro reviews. Macro reviews are designed to evaluate data on a high level, searching for systematic scope deviations for all project files.

Based on experience, AECOM's QA review policy is that Macro QA edit calls need to be successfully addressed by Fugro prior to entering the Micro QA phase. Macro edit calls often impact a large number of files and the required corrective action necessitates the file be reprocessed in some manner. If any edit call, whether it be Macro or Micro, requires that a file be recreated, then a Macro QA will be re-performed on that corrected file to ensure no new Macro related errors were introduced during the corrective processes by Fugro.

Micro Reviews

The bulk of the QA/QC work is devoted to the Micro review effort. Micro level reviews are more detailed in nature and conducted at an appropriate scale at the file level. The bulk of the Micro reviews require manual/visual inspection of the data by experienced QA/QC analysts. As part of the Micro review process, for every file evaluated anomalies and deviations are spatially recorded and reported. If available, AECOM will also review micro level review calls made by MPO shareholders and include these calls in each QA report submittal.

AECOM's proposed methodology and solution options are structured based on the QA tasks and data deliverable types outlined in the RFP. AECOM will execute Macro and Micro reviews using experienced and qualified geospatial QA/QC professionals overseen by ASPRS certified professionals.

Results from the Macro and Micro reviews, which include precise locations of anomalies detected, will be stored in a geodatabase (GDB) and provided to MPO and Fugro. Call files permit quick and easily navigation to flagged anomalies. The GDB will also be used to develop maps that will be incorporated in status reports.

Below MPO will find the QA workflows, methodologies, and procedures AECOM proposes to employ to assist MPO in successfully completing the independent quality assurance effort. AECOM's approach is based upon our rich experience, subject matter expertise in employing geospatial QA programs for digital orthoimagery and significant lessons learned. The proposed methods have been successfully and repeatedly applied to numerous large federal, state, and local QA programs.

AECOM believes its considerable prior experience, performing geospatial QA since 2006, coupled with our customized workflows uniquely positions AECOM to provide the optimal solution to MPO. As evident in our reference projects, AECOM's QA services, specifically for digital orthoimagery, have been contracted repeatedly by the State of Maryland and the Commonwealth of Virginia.

The below table summarizes the QA effort.

Data Product	Macro Review	Micro Review
Aerotriangulation Report Review	100%	100%
Ground Control Report Review	100%	100%
4 Band GeoTIFF Orthoimagery Anomaly & Completeness Review	100%	100%
4 Band MrSID Orthoimagery Anomaly & Completeness Review	100%	-

Table 2: Proposed Quality Assurance Methodology Overview

Ground Control & Aerotriangulation Report Review Quality Assurance

AECOM will critically review Fugro's ground control and AT reports against the proposed acceptance criteria listed below. As mentioned previously, AECOM will independently assess the accuracy of Fugro's AT solution and retain the confidentiality of the QA check point coordinates for similar future MPO projects.

Ground Control & Aerotriangulation Data Checks	Review Level	
	Macro	Micro
Aerotriangulation		
Review ground control locations within the block		X
Review ABGPS data (trajectory files)		X
Analyze sidelap		X
Review Fugro Horizontal and Vertical RMSE of control points, tie points and pass points residuals	X	X
Review and calculate checkpoint RMSE of checkpoint coordinates provided by Fugro		X
Precision of Image Observations - Sigma (0) $\leq 5\mu$ is acceptable		X
Review submitted data for completeness, readability and format		X
Check Metadata	X	X
Ground Control		
Review Ground control locations used in AT	X	X
A minimum of 2 base stations will operating during collection – all data will be submitted for OPUS processing with final results overall RMS <3cm		X
Review NGS locations used as tie or base station		X
Review distance to HARN/NGS points		X
Review horizontal and vertical accuracy		X
Readability of Control Report		X
Review location sketch/image/description		X
Review GPS data for PDOP (Position Dilution of Precision)		X
Review GPS data for VDOP (Vertical Dilution of Precision)		X
Review time of GPS observations		X
Check Metadata	X	X

Table 3: Ground Control & Aerotriangulation Data Checks

The results of these critical reports provide significant insight into the quality and accuracy of the orthoimagery. Of particular importance is the AT report as this the first look as to how well the data image aligns with the ground control.

Orthophotography Quality Assurance Process

Independent QA of the geospatial data files will begin immediately upon receipt of imagery data. Based on the RFP AECOM understands that there will be at least one, and not more than two, submittals for QA for each AOI.

AECOM's geospatial QA process is based on a structured, sequentially gated process of Macro and Micro level reviews supported by Macro and Micro Task Tracking Checklists, for examples see the Tracking Checklists section below. AECOM's Macro and Micro reviews will also assess the orthoimagery positional accuracy and ensure MPO's aesthetic and functional values, as outlined in the SOW, are achieved.

Results from the Macro and Micro review, which include precise locations of anomalies detected will be stored in a Geodatabase (GDB), will be provided to MPO and Fugro allowing Fugro to easily navigate to flagged anomalies. The GDB will also be used to develop maps that will be incorporated in status reports. Detail regarding AECOM's Macro and Micro Checks are provided in subsequent sections.

Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update



Figure 3. AECOM's Macro Review Quality Assurance Process

Below is a tabular summary of the proposed orthomagey related checks that will be applied as part of AECOM's Macro and Micro QA review. Following the table is a more detailed description of AECOM's Macro QA processes and steps.

Macro and Micro QA Review Summary Table		Review Level	
		Macro	Micro
GeoTIFF Digital Orthophotography on a tile by tile basis			
Media is readable		X	
Correct band format (4 Band – R,G,B,IR)		X	
All required tiles are delivered		X	
Conformance of tile to index grid - Tiles are georeferenced and appear in the correct location. No tile gaps or tile overlap exist		X	
Check GeoTIFF 6.0 header against TFW (GeoTIFF world file)		X	
Correctly defined projection information using Wyoming State Plane East Central Zone NAD1983 (2011) US Survey Feet		X	
Check pixel size using 0.25'		X	
Pixel definition - GeoTIFF reference will be the upper left corner of the upper left-most pixel. World file reference will be the center of the pixel of the upper left-most pixel		X	
Georeferencing precision – two significant digits		X	
Horizontal Accuracy per ASPRS specifications for each scale		X	
Tonal Quality	Review color/contrast against approved pilot imagery	X	X
	Review imagery at 1:24,000 scale to identify significant tonal variations and/or data voids	X	
	Check large areas for color balancing issues in RGB and CIR tiles	X	
	Check color balancing between different flightlines in RGB and CIR tiles	X	
Image Blemishes and Artifacts	Check for image blemish and artifacts		X
	If 1 pixel wide, 100 pixels in length.		
	If 2 pixels wide, 60 pixels in length.		
	If 3 pixels wide, 20 pixels in length.		
Image Appearance / Smears	If 4-12 pixels wide, 12 pixels in length.		
	Check for smears		X
	Check for wavy features (roads and building roofs)		X
	Review mosaic lines – buildings, roads, and bridges		X
	No seam lines through buildings and above ground transportation structures shall be avoided to the greatest extent practical		X
	"Noise" - blooming, bleeding, or other artifacts introduced in the acquisition		X
	Blurred or out of focus imagery		X
	Ability to see ground features in shadows and bright areas		X
	Cloud cover will not exceed 5% of the coverage of any tile, or 5% of the entire AOI	X	X
	Minimal glare or noise within waterbodies		X
	Tall buildings do not obscure 20% of roadway		X
Edge matching within (seamlines) or across tiles		X	
Check Metadata	X	X	

Table 4: Macro and Micro QA Review Summary Table

Uncompressed (GeoTIFF) Orthoimagery Macro Review Checks

The following Macro checks will be conducted on 100-percent of the data files:

Inventory Assessment

This first step in the macro QA process has three main components:

Completeness Review. The QA analyst will manually review the content of the delivered drive against the project tile layout for the expected orthophotography delivery. The number of expected tiles along with the expected format of the tiles (i.e., GeoTIFF, MrSID, etc.) will be checked against the relevant expected layout for the delivered block.

Inventory Review. The QA analyst will review file sizes to determine if any should be flagged as possibly being corrupt. For instance, all tiles are required to be full tiles, and should therefore be the same file size. A tile with a different file size would be flagged as likely being corrupt. Any flagged files will be further investigated to determine the source of the issue.

Readability of Media Verification. The QA analyst will then open random data files on the data drive using ArcGIS to ensure that the files are readable and that no corrupt files are present on the drive.

Image Header Check

The Image Header Check is an automated scripting process, which extracts and examines the image header information from the GeoTIFF and MrSID files.

Format and Structure Checks

Format and structure checks verify that the files have been delivered in the correct format, units, and band combinations. It is expected that the following formats will be received for this project:

- GeoTIFF with TFW world file (uncompressed)
- MrSID (MG3 / MG4 TBD) with world file at TBD compression ratio

Tile and Project Coverage

The QA analyst creates a mosaic dataset in ESRI ArcGIS and visually ensures that the imagery covers the expected project tile index. Additionally, gaps between and overlapping tiles are detected if present.

Horizontal Accuracy Assessment

Utilizing the QA check points collected by CompassData, the QA analyst will perform an assessment of the horizontal accuracy for each deliverable area. The tested accuracy results will be compared and reported against the required horizontal accuracies per the table below.

Image Resolution	Ortho RMSE _y	Ortho Seamline Pixel Alignment (2X GSD)
0.25'	0.25'	0.5'

Table 5: Orthoimagery Horizontal Accuracy Acceptance Thresholds

AECOM utilizes GeoCue's LP360 Control Point assessment tool to assess horizontal accuracy of orthophotography deliverables. Using this tool, the alignment between the imagery and each QA control point can be easily assessed, documented, and a detailed accuracy assessment report be prepared. The ASPRS based horizontal accuracy report will contain all the measurements and calculation results for each area. The report results will be reviewed and approved by an AECOM ASPRS Certified Photogrammetrist prior to submittal to MPO Project Manager.

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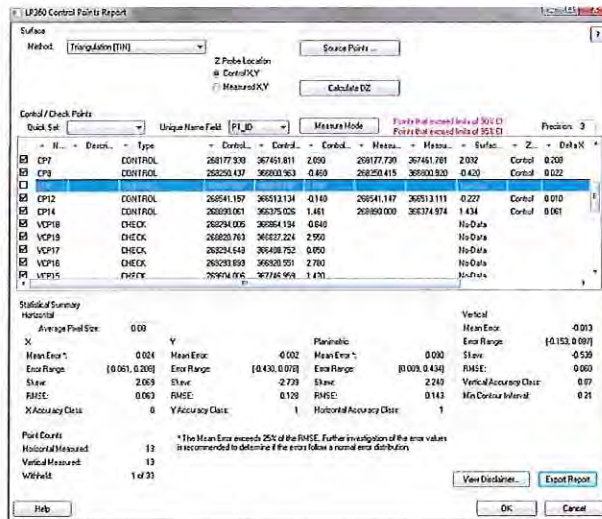


Figure 4: Sample Horizontal Accuracy Check Results

Metadata Review

The AECOM metadata review process will incorporate reviews for all relevant project metadata. XML metadata files will be evaluated using the U.S. Geological Survey (USGS) metadata validation service (<http://mrddata.usgs.gov/validation>) to check for proper FGDC structure and elements. Metadata files will initially be checked to confirm a 1 to 1 correspondence with corresponding data files, proper naming convention, and readable by ArcGIS. AECOM will review the metadata text for adequate and appropriate textual content. Content commentary will be included in the delivery area report.

Anticipated metadata will be provided on the project level for each product, listed below:

- Acquisition related data
- Aerotriangulation
- Ground Control
- Orthoimagery
- Seamline shapefiles

Uncompressed (GeoTIFF) Micro Review Checks



Figure 5. AECOM's Micro Review Quality Assurance Process

Micro reviews represent the bulk of the effort associated with an orthophotography QA review project. Micro reviews involve the manual, methodical, and visual review of the orthoimagery performed by an experienced AECOM QA Analyst using ArcGIS. QA analysts are searching for specific non-desirable aesthetic conditions, as well as other anomalies that may interfere, obscure, or falsify subsequent geospatial exploitation and analysis by MPO or its partners. Micro review processes record anomalies as outlined in MPO's acceptance criteria. During the Micro review, the QA Analyst will review the imagery at the appropriate scale to assess for, and spatially record, deviations as necessary.

The Micro checks are performed on *all* orthophotography tiles.

Horizontal Displacement / Misalignment

Horizontal displacement along an apparent seam line or along a tile boundary must be equal to or less than 2 pixels on well-defined ground features, such as roads, sidewalks, and curbs.

Tonal Quality

Check entire block to ensure tonal balancing across and between delivery blocks as well as between deliverables with differing resolutions and aligns with the approved pilot samples.

Image blemishes and artifacts

Artifacts exceeding the proposed limits above may be acceptable if ground feature detail is not obscured, or if the brightness value of the pixels in the artifact is fewer than 170. Artifacts within these limits may be rejected if critical ground features are significantly impacted. Critical features shall be defined as features having MPO significance (e.g., Courthouses, Hospitals, etc.). Clusters of artifacts that do not individually meet these criteria may be considered unacceptable if more than 12 are visible within a viewing screen at 1:1 zoom (5 or more artifacts within a 200 pixel area preferred).

Image Appearance/Smears

Smears corrected by adding mass points or breaklines to the DEM as necessary to reflect actual elevation or by image processing are appropriate. Where DEM corrections or image processing will result in reduced horizontal accuracy or misrepresentation of the location or appearance of important features (buildings, roads, etc.), the smear will remain untreated. 99% of distinct linear ground features (such as road markings, and curbs) shall be positionally correct and should not deviate from their apparent path by more than 5 pixels measured perpendicular to the feature within any 100-pixel distance measured along the feature length. On roads, measurements should be taken from centerline of road instead of road edges, shoulder and railings.

Mosaic line placement shall not result in artificial clipping of features along tile boundaries or missing photo areas anywhere within the project area.

Like buildings, other minor elevation structures such as pipelines, private footbridges, and boardwalks are not rectified as elevated roadways are. Distortion of these features is not grounds for rejection of the imagery.

Seam lines should not be visible at the viewing scale for which the imagery is produced. Typically, they should not be visible at 1.5 times the map scale. Because seam lines are run around buildings and other structures, the orientation of shadows associated with trees, poles, and buildings may fall in different directions on the imagery or may in some cases result in multiple shadows for a feature. Seam lines will not be edited to reflect shadow orientation.

AECOM will perform a detailed review of the RGB Imagery initially. Subsequently a review of the CIR imagery will ensue.

AECOM will also review and apply MPO acceptance criteria to adjacent datasets as they are delivered to ensure there are minimal radiometric or geometric anomalies across delivery blocks.

MPO Assistance Expectations

AECOM's expectation with respect to MPO's participation is confined to the following items:

- Provide timely clarification as necessary to AECOM project inquiries.
- Provide honest feedback to AECOM submittals and/or communications.
- Where there is a critical disagreement in the interpretation of a specification between AECOM and Fugro, MPO makes final decision.

Draft Project Work and Invoice Schedule

AECOM understands MPO's need for timely, accurate, and complete deliveries of imagery and data products. AECOM's team is committed to effectively and efficiently performing QA review of the imagery and products within the pre-established timelines defined in the RFP for each deliverable data set.

AECOM understands that it is MPO's desire to receive accepted 0.25' data products by the end October 2020. AECOM's QA tasks are dependent upon the delivery of data from Fugro, which will ultimately dictate the final schedule dates. The schedule below is therefore idealized having realistic turnaround timeframes for each Fugro deliverable. As this type of production work is common place in the geospatial industry the AECOM project team is confident that the project will be completed in the anticipated timeframe.

Task	Start Date	Finish Date	Invoice Month	Invoice Amount
Proposal Submittal	13-Mar			
Task Award (Estimated)	17-Mar			
Contract Negotiation (Estimated)	April			
Kick Off Meeting	April		May	
Check Point Survey	April	May	May	\$ 8,980.00
AECOM Ground Control Report Submission	May		May	
Fugro Ground Control Report Review	30-May	5-Jun	June	\$ 1,000.00
Fugro AT Report Review	15-Jun	20-Jun	June	
Plot Project Review	1-Jul	10-Jul	July	\$ 1,500.00
GeoTIFF Tile & MrSID Mosaic Review	21-Sep	16-Oct	Oct	\$ 4,370.00
Orthoimage Backcheck, if necessary	25-Oct	26-Oct	Oct	

Table 6: QA Review Schedule (based on schedule provided in RFP)

For simplicity sake, status reports and invoicing activities were not included in the schedules above. Conference calls can be accommodated as needed.

Project Status Reporting

During the quality assurance activities, Mr. Riley, assigned Project Manager, will provide MPO status reports via email or phone, that document tasks completed, tasks anticipated, schedule compliance, and any outstanding items needing resolution or clarification. Mr. Riley will be available to meet with MPO and its partners as needed.

AECOM will deliver project status reports in .DOC or .PDF format that include status on the following items:

- Quality Assurance tasks completed
- Quality Assurance tasks in progress
- Quality Assurance tasks on hold, including appropriate rationale
- Action items and internal task owners
- Quality Assurance project schedule and status percent complete

SOW Assumptions

The following assumptions were utilized as part of the preparation of AECOM's proposal.

- AECOM's proposal does not include management of the data acquisition planning, post flight activities or a review of raw imagery files.
- AECOM assumes there will be likely one, but no more than two AT blocks.
- Data to be reviewed will be delivered on an AOI basis on hard drives.
- Each delivery area will not be sub-divided into interim deliverable areas.
- Fugro will provide image mosaic seamlines in SHP format.
- All first round delivered data will undergo a comprehensive QA involving a 100-percent review of the data. Review of previously reviewed (first round) data will undergo a QA review that involves a 100-percent macro review, followed by a micro review localized to the first round of AECOM calls.
- AECOM will apply the described Macro and Micro efforts on the uncompressed GeoTIFF imagery. As the compressed imagery will be compressed re-representations of the GeoTIFF imagery AECOM has estimated a Macro review of the compressed imagery but not a Micro review on the compressed imagery.

Personnel and Prior Experience

Staff Management Plan

The AECOM Team has successfully performed similar orthophotography QA services on multiple projects of similar size and complexity. The AECOM Team will be 100-percent committed to the MPO and the successful completion of MPO's orthoimagery QA project.

The organization chart is found below. William O'Brien will serve as the Project Principal in Charge to whom the Project Manager, Bobby Riley, will report to directly. Descriptions of the roles and responsibilities of the Project Manager, QA /QC Manager, QA Assurance Analyst, as well as CompassData's role and responsibilities specific to the MPO project are presented on the following pages.

Joining our AECOM Team is CompassData. CompassData will be performing the independent check point survey as a subcontractor. Details related to CompassData's background and capabilities can be found below.

To support numerous concurrent QA projects, AECOM has invested significant capital in hardware, software, and network resources. AECOM has 60TB of dedicated spinning disk capacity to efficiently and effectively house and disseminate data files to QA reviewers over high speed and high capacity networks. AECOM corporate data backup routines are executed each evening ensuring a backup copy of project derived data is always available. AECOM has an Enterprise License Agreement (ELA) with Esri permitting AECOM to install as many ArcGIS desktop instances as are necessary. Additionally, the Germantown office has four highly skilled geospatial developers that are part of a substantial software development capability that can be called upon to enhance and increase the level of automation and throughput in geospatial workflows.

Team Organizational Chart

Each of the key staff members listed above (Project Manager, QA/QC Manager, and QA Assurance Analyst) will be made available upon project award. There is no lead time required to assign these staff members to the project.

Beyond key personnel referenced above, AECOM expects to assign 1-2 additional experienced GIS technicians if necessary to assist in the quality reviews. The Germantown, MD office has over 50 daily users of Esri ArcMap and the Geospatial Data Services Team comprises 13 highly experienced personnel that can be leveraged to assist should the need arise. The actual staffing numbers will fluctuate depending on the content, size, submittal timings/overlap, and complexity of each deliverable block.

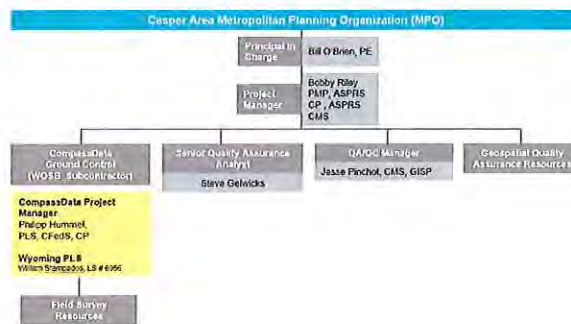


Figure 9: Proposed AECOM Table of Organization

Check Point Survey

Establishing a Network of Ground Control Check Points

Prior to commencement of survey activities, AECOM will provide the MPO project manager with a Blind Check point Survey plan (BCS). The BCS will describe the approach to establishing a network of 25 photo identifiable ground control check points to be utilized in the horizontal and vertical accuracy assessment of the AT data and the horizontal accuracy of the orthophotography. All survey work will be performed and overseen by CompassData using survey grade equipment. Philipp Hummel (PLS, CFedS, ASPRS CP) will serve as CompassData's project manager. All survey work will be supervised by a Wyoming Professional Licensed Surveyor.

The BCS report will be submitted to MPO for review and will include the following details:

- The AECOM approach to selection and placement of photo-identifiable and targeted check points
- A description of the surveying process to be utilized for the measurement of each control point
- Proposed network accuracy specifications to be achieved
- Geo-referenced locations of proposed check points in ESRI shapefile (SHP) and GoogleEarth KMZ formats

To the extent practical AECOM will set checkpoints in a well distributed manner across the AOI. Based on a review of the 2015 control points provided by MPO it was determined that majority of the existing check points had targets set and were not photo-identifiable features referencing natural or cultural features. As a general rule, photo-identifiable features will be surveyed in more urbanized settings and targets will be set in more rural settings.

Checkpoint survey activities will be coordinated with Fugro with the intent of setting targets prior to Fugro's image acquisition. If in the extreme event image acquisition commences, or completes, prior to check point survey activities photo-identifiable features will be surveyed in lieu of targets,

CompassData survey crews and processing team will utilize available local VRS systems when and where available.

Per ASPRS standards, check points should be 3X more accurate than the data being tested. The RMSE requirement for the 0.25' orthoimagery is 0.25'. Therefore, check point data should have a horizontal accuracy of at least 0.08' RMSE. Check points having this level of accuracy can also be leveraged by MPO to assess future USGS QL2 level LIDAR data collections. The primary effort will be to collect photo identifiable check points to satisfy the accuracy testing of the orthoimagery. While not the principal intent of the check point collection, the vast majority of the check points will be collected in locations that satisfy characteristics necessary for assessing LIDAR data.

For this project CompassData will provide accuracy reports for the entire project which will include accuracy reporting for each individual point, as is their standard. Furthermore, each survey point will be processed simultaneously to produce one overall accuracy assessment and description of the processing involved for the network of survey points.

Satellite visibility will be conducted at each location to ensure that geological outcroppings or vegetation does not adversely affect the observation results. A GNSS observation plan will be developed to determine sequence and type of observations needed on each check point.

CompassData will collect all points with a combination of Real Time Kinematic (RTK) and static post processing. All points will be collected with survey grade GNSS equipment, which typically achieves a high precision in the range of sub 3 centimeter on a point-by-point basis. As a quality control practice, CompassData will also be collecting a National Geodetic Survey (NGS) monument on a daily basis, where available, to check the collection methodology

and accuracy. This allows for minimal duplication of point occupation, greatly reducing time in the field while still proving the accuracy of our data.

Upon completion of the check point survey a survey report will be presented to MPO for review. AECOM will also include the following information in SHP and tabular datasets in PDF format, as appropriate.

- A complete list of the surveyed control check points
- A unique reference ID per point
- Geoid model
- Coordinates in Lat/Long and Wyoming State Plane East Central Zone NAD 1983 (2011) US Survey Feet, NAVD88.
- Vertical heights expressed as ellipsoidal and orthometric heights
- A brief description of the physical location of the monument
- A statement of GNSS level of accuracy for all points
- A statement on the datum and adjustments used during the survey
- Photos of all check points (datasheet format only)

QA Checklist Examples

AECOM has made investments in hardware and software that allows our comprehensive QA capabilities. Software tools include ESRI (Enterprise License Agreement), LP360, GlobalMapper, and customized scripts along with a dedicated geospatial server that allows the team to store and review up to 60TB of data.

Beyond hardware and software AECOM knows that checklists are a simple and effective solution to ensure comprehensive workflows are followed.

Performing QA can be complex process requiring the tracking of a multitude of deliverables and tasks comprising thousands of files and hundreds of process steps. Check lists are an invaluable tool to assure all checks are performed and performed correctly, which in turn are leveraged to monitor project budget and schedule metrics.

Orthophotography QA Process Tracking and QA Checklists

To maintain order and efficiency AECOM has developed and employs checklists designed to document the status of each deliverable against the dataset's scope specific actions for each project area. Checklists are an integral tool used to support daily progress assessments and expedite status reporting.

Examples of the QA Checklists are provided below.

MPO Deliverable Completeness Checklist				AECOM
Deliverable Completeness				
		Received	Accepted	General Comments
Gground Control Report	GC Report			
Aerotriangulation Reports	Casper AOI			
	Natrona County AOI			
Uncompressed Digital Orthoimagery (GeoTIFF+TFW)	Casper AOI			
	Natrona County AOI			
Compressed Digital Orthoimagery (MrSID)	Casper AOI			
	Natrona County AOI			
Metadata (Acquisition related data, Aerotriangulation, DEM, Orthoimagery, Shapefiles)	Casper AOI			
	Natrona County AOI			

Sample QA Project Deliverables Checklist

The completeness checklist above ensures Fugro has provided to AECOM and MPO all the expected deliverables as defined by the project SOW.

The following QA checklist samples demonstrate and summarize AECOM's Macro and Micro Check.

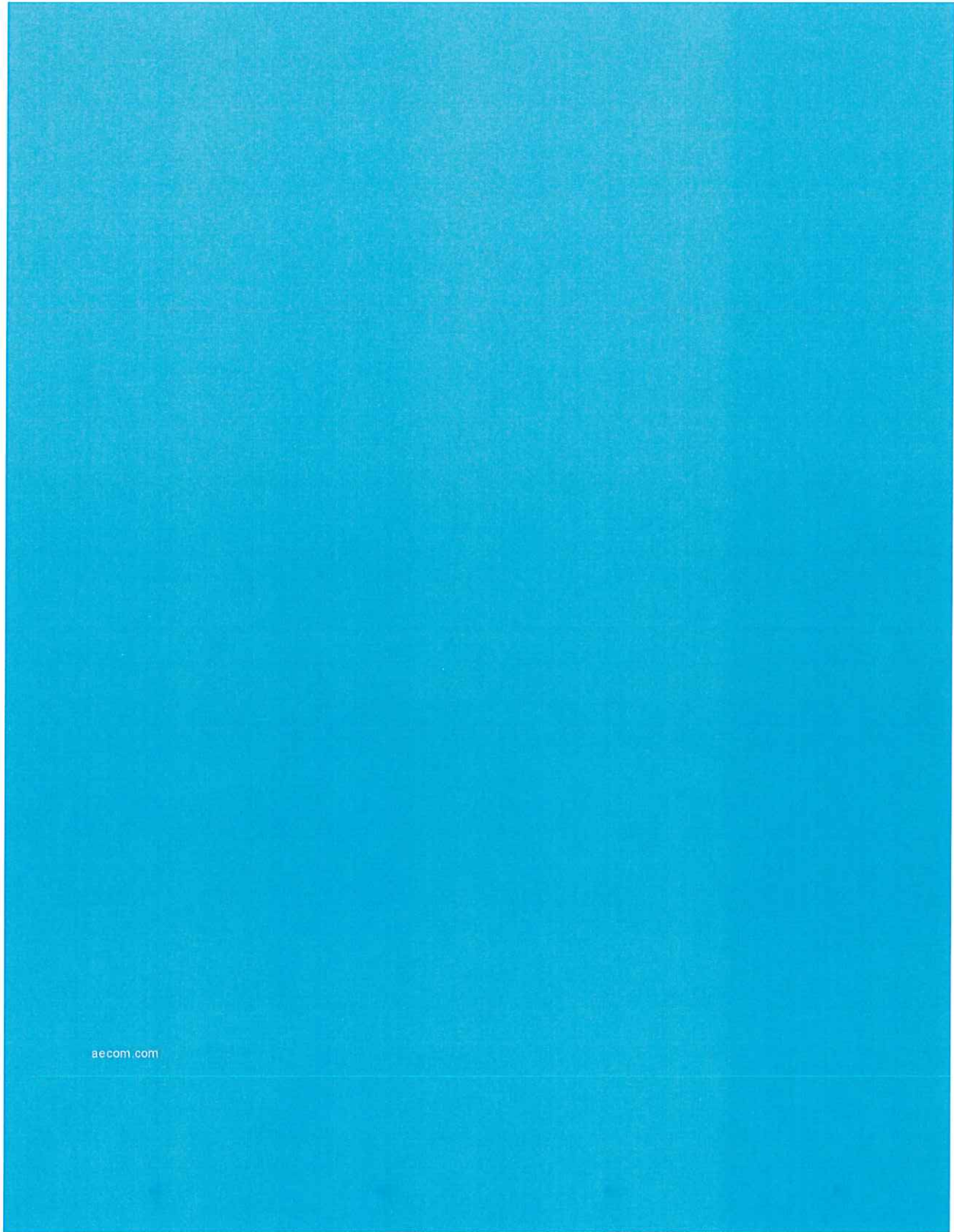
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MPO Aerialtriangulation Checklist				AECOM	
Area: XX					
Date Reviewed					
Reviewer					
Reviewer Backcheck					
Macro QA Checks					
		Comments to MPO and Fugro	Corrections/Comments Received	Recovery Checked	General Comments
General Inventory Assessment					
File organization					
File Format					
Report Format					
Report Completeness					
Metadata present and complete					
Metadata has no USGS parsing errors					
Georeferencing Validation					
Wyoming State Plane					
Horizontal datum NAD83 (2011)					
Horizontal Units - US Survey Feet					
Horizontal Accuracy Assessment (RMSEr ≤ 0.25 or 0.50)					
Vertical datum NAVD83					
Vertical Units - US Survey Feet (Orthometric)					
Accuracy Assessment					
Precision of Image Observations					
Accuracy against image coordinates					
Max. offsets (E, N) to any one blind QA point					
NSSDA analysis (E, N) of 40 QA points					
Horizontal accuracy against ground control check points tested in accordance with 10+ points at NSSDA criteria					
Vertical accuracy against ground control check points tested in accordance with 10+ points at NSSDA criteria					

Sample Aerialtriangulation Acceptance Checklist

MPO Orthophotography Checklist				AECOM				
Area: XX								
Date Reviewed								
Reviewer								
Reviewer Backcheck								
Macro QA Checks								
		# Tiles	# Tiles Accepted	# Tiles Rejected	Comments to MPO and Fugro	Corrections/Comments Received	Redelivery Checked	General Comments
General Inventory Assessment								
Catalog file assembly								
Verify readability of metadata								
Verify file contents								
File format								
File distinction								
32 bit (8 per channel) & band stacked images								
Verify product contents								
Metadata present and complete								
Metadata has no USGS parsing errors								
Image Tile Naming Conventions								
Tile name validation								
Georeferencing Validation								
Wyoming State Plane								
Horizontal datum NAD83 (2011)								
Horizontal Units - US Survey Feet								
Horizontal Accuracy Assessment (RMSEr ≤ 0.5 or 1.0)								
Final Image Structure Assessment								
Final Resolution (0.25 feet or 0.50 feet)								
GeoTIFF - TIF Format (Uncompressed)								
Verify Tile size (TBD)								
Verify Bands (4 band)								
MDE MD5 Generation 3 + MD5 (20+ compression)								
Verify Tile size (TBD)								
Verify Bands (4 band)								
Micro QA Checks								
Final Image Aesthetic Check								
Horizontal Displacement (tile alignment)								
Edge matches within (resolution) or across tiles								
Image Appearance (contrast, exposure)								
Variation of street/light patterns or other linear objects/features								
Variation of background features (vegetation)								
Smearing of terrain								
Image Characteristics and Defects								
Blurred or out of focus imagery								
Blindness, "noise", blooming, bleeding, or other artifacts introduced in the acquisition								
Tile boundaries do not obscure 20% of roadways								
No gaps or holes within orthorectified								
Final quality								
Color balance of RGB tiles								
Color balance of IR tiles								
Color balance subregions								
Contrast balance subregions								
Ability of raw ground features to be discerned								
Ability of raw ground features to be digitized								

Sample Orthoimagery Acceptance Checklist



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EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on July 24, 2019 for the Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update; and,

WHEREAS, on March 28, 2020, the Consultant Selection Committee approved the hiring AECOM Technical Services, Inc., to Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update.

WHEREAS, AECOM Technical Services, Inc. is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into an agreement with AECOM Technical Services, Inc. to complete the Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update in accordance with the scope of work and schedule included in this Agreement, for an agreement amount of Fifteen Thousand Eight-Hundred Fifty Dollars and Zero Cents (\$15,850.00).

PASSED AND APPROVED THIS 24th day of July, 2019.

ATTEST:

CASPER AREA METROPOLITAN PLANNING
ORGANIZATION POLICY COMMITTEE

Liz Becher
Community Development Director

Paul Bertoglio
Chairman

EXHIBIT "C"

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

During the performance of this Contract, AECOM Technical Services, Inc. for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

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

2. Nondiscrimination.

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

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

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

4. Information and Reports.

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

5. Sanctions for Noncompliance.

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

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

6. Incorporation of Provisions.

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

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I, Tim Hallinan, am the Vice President of and duly authorized representative of the firm of AECOM Technical Services, Inc.; and that neither I nor the above firm I here represent has:

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

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

Date

Signature

Printed Name

Title

EXHIBIT "E"

CERTIFICATE OF AGENT

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

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

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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Steven K. Freel
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF _____) ss

COUNTY OF _____) ss

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

By: _____

Title

Subscribed in my presence and sworn to before me this _____ day of _____, 2020, by:

Notary Public

My Commission Expires

RESOLUTION NO. 20-125

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CASPER AREA METROPOLITAN PLANNING ORGANIZATION (MPO) AND AECOM TECHNICAL SERVICES, INC., FOR THE THIRD PARTY QUALITY CONTROL/QUALITY ASSURANCE OF GEOGRAPHIC INFORMATION SYSTEM DELIVERABLES FROM THE 2020 AERIAL MAPPING UPDATE IN AN AMOUNT OF FIFTEEN THOUSAND EIGHT-HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$15,850.00).

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

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

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

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

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on July 24, 2019, for a Geographic Information System 2020 Aerial Mapping Update, not to exceed Ninety-Five Thousand Dollars (\$95,000); and,

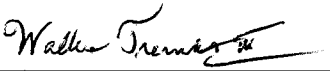
WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in Geographic Information Services (GIS) aerial mapping QA/QC update services February 11, 2020; and,

WHEREAS, the Project Selection Committee selected AECOM Technical Services, Inc. on April 7, 2020, to complete the Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the MPO and AECOM Technical Services, Inc. on behalf of the Casper Area Metropolitan Planning Organization in the amount of Fifteen Thousand Eight-Hundred Fifty Dollars and Zero Cents (\$15,850.00) for a Third Party Quality Control/Quality Assurance of Geographic Information System Deliverables from the 2020 Aerial Mapping Update

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2020.

APPROVED AS TO FORM:




ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

May 22, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing Amendment #1 to the Professional Services Contract with Civil Engineering Professionals, Inc. for a time extension of Two Hundred Twenty-Eight (228) calendar days for the City of Casper 2020 Water System Master Plan, Project No. 19-013.

Meeting Type & Date

Regular Council Meeting
June 16, 2020

Action Type

Resolution

Recommendation

That Council, by resolution, authorize Amendment #1 to the Professional Services Contract with Civil Engineering Professionals, Inc. (CEPI), for a time extension of Two Hundred Twenty-Eight (228) calendar days for the City of Casper 2020 Water System Master Plan.

Summary

CEPI has been under contract with the City of Casper since July 2, 2019 for the City of Casper 2020 Water System Master Plan. The purpose of the project is to determine future sizing and locations of new and/or modified water storage tanks, booster stations, and water transmission lines throughout the City of Casper. The new master plan will contain recommendations for future corrections, upgrades and designs, and the expected completion date was May 1, 2020.

The City of Casper was not able to provide a sufficient amount of accurate and historic data regarding water usage, pumping and tank levels. This was due to an ongoing SCADA (Supervisory Control and Data Acquisition) project at the Water Treatment Plant involving wholesale changes in software and systems. Consequently, CEPI was not able to complete the water model, develop peaking factors, and make recommendations for infrastructure improvements, future developments, and budgeting within the agreement time. The data can be gathered through the summer of 2020 and delivered to CEPI for a new completion date of December 15, 2020.

The City of Casper Engineering staff has reviewed CEPI's amendment proposal and recommends approval.

Financial Considerations

The City's funding for this project is from Water Fund Reserves.

Oversight/Project Responsibility

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

Attachments

Resolution

Consultant Proposal

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this 16th day of June, 2020, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Civil Engineering Professionals, Inc., (“Consultant”), 6080 Enterprise Drive, Casper, WY, 82609.

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

RECITALS

A. On July 2nd, 2019, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for the City of Casper 2020 Water System Master Plan, Project No. 19-013.

B. This amendment is for a time extension of two hundred twenty-eight (228) calendar days due to incomplete pumping and tank level data to be supplied by the City which is necessary for the project.

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

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PART I, SECTION 2. TIME OF PERFORMANCE

The “TIME OF PERFORMANCE” deadline of “the 1st day of May 2020” is deleted and replaced with the following:

“the 15th day of December 2020.”

3. RATIFICATION

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

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

APPROVED AS TO FORM

Wallis Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONSULTANT
Civil Engineering Professional, Inc.
6080 Enterprise Drive
Casper, WY 82609

By: Sami Herdt

Printed Name: Sami Herdt

Title: Office Manager

By: Jared Fehring

Printed Name: Jared Fehring

Title: Principal



May 19, 2020

Mr. Scott Baxter
City Engineering Department
200 N. David
Casper, WY 82601

Re: 2020 Water System Master Plan, Project 19-013

Dear Scott:

Civil Engineering Professionals, Inc. (CEPI) would like to formally request a time extension amendment to our engineering contract on the above referenced project. CEPI has been unable to complete this project within the original contract time due to delays beyond our control. As you know, the water SCADA system is currently in the process of being replaced. The concurrent SCADA system project has caused issues with acquiring the historical SCADA data needed to complete the 2020 Water System Master Plan.

The SCADA data is a critical component necessary for the master planning process. Without the SCADA data we are unable to develop the peak hour peaking factor, complete the hydraulic model, analyze the water distribution system infrastructure, analyze the tank and pump station capacity, analyze future developments and improvements, and prepare cost estimates.

The SCADA data was originally requested at the project kick-off meeting on August 1, 2019. Since that meeting the City has exhausted all resources attempting to access this data. Unfortunately, the necessary data from the old SCADA system is unavailable. It is our understanding that the new SCADA system is complete or will be complete soon and the City will be able to access the current (year 2020) SCADA data; however, SCADA data for the high-water usage months (July and August) is required for the master planning process.

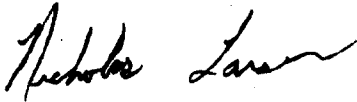
Once the SCADA data is available, we estimate it will take three months to complete the 2020 Water System Master Plan. Assuming the necessary SCADA data will be available on September 15, 2020, CEPI requests a time extension amendment with a completion date of December 15, 2020.

CEPI understands that a time sensitive component of the master plan is the water storage tank capacity analysis of Pressure Zone 1 and the City Reservoir. CEPI will complete a preliminary analysis of the water storage tank capacity for Pressure Zone 1 and prepare a Tech Memorandum for this analysis. In order to complete this preliminary analysis, we will utilize the new hydraulic model demands and infrastructure and insert the 2005 hydraulic water model diurnal curves and peaking factors. We propose to complete this Pressure Zone 1 preliminary Tech Memorandum by September 1, 2020.

CEPI appreciates the effort the City put forth in attempting to access the SCADA data and looks forward to completing the 2020 Water System Master Plan once the necessary SCADA data is available. Please contact me with any questions regarding this time extension request.

Sincerely,

Civil Engineering Professionals, Inc.



Nicholas Larsen, PE
Project Manager



RESOLUTION NO. 20-126

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE 2020 WATER SYSTEM MASTER PLAN, PROJECT NO. 19-013.

WHEREAS, Civil Engineering Professionals, Inc., under a Contract for Professional Services dated July 2, 2019, is providing engineering services for the 2020 Water System Master Plan; and,

WHEREAS, additional time for engineering services outside the original scope of work is required for the plan; and,

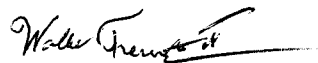
WHEREAS, the City of Casper desires to extend the scope of work with Civil Engineering Professional, Inc., to provide this additional time; and,

WHEREAS, Civil Engineering Professionals, Inc., is able and willing to provide those services as specified in Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Contract for Professional Services between the City of Casper and Civil Engineering Professionals, Inc., for additional time for engineering services associated with the 2020 Water System Master Plan, in the amount of two hundred twenty-eight (228) calendar days.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 28, 2020

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with 71 Construction, Inc., in the Amount of \$3,258,607.00, for the Midwest Avenue Reconstruction Elm Street to Walnut Street Project No. 18-066

Meeting Type & Date
Regular Council Meeting
June 16, 2020

Action Type
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with 71 Construction, Inc., in the Amount of \$3,258,607.00, for the Midwest Avenue Reconstruction - Elm Street to Walnut Street, Project No. 18-066. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$141,393.00, for a total project amount of \$3,400,000.00.

Summary

This project is for the reconstruction of Midwest Avenue from Elm Street to Walnut Street including: pavement, sidewalk, utility replacement, overhead to underground power conversion, landscaping, lighting, and bike path installation.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
71 Construction, Inc.	Casper, Wyoming	\$3,258,607.00
Knife River/JTL Group, Inc.	Casper, Wyoming	\$3,366,566.07
Andreen Hunt Construction, Inc.	Mills, Wyoming	\$3,720,718.00
Treto Construction, LLC	Casper, Wyoming	Not Responsive

The City of Casper was awarded a Transportation Alternative Program (TAP) grant from the Wyoming Department of Transportation (WYDOT) for the Midwest Avenue Reconstruction Elm to Walnut Project. The TAP grant requires a local funding match of 20% of the project cost, and TAP funds will account for the remaining 80% of the project costs. Additionally, the TAP grant requires all bidders to be registered on Sam.gov for non-suspension or debarment. This registration allows for certification that the contractor has not been suspended or debarred for any reason. The bid from Treto Construction, LLC was \$3,032,962.00, but the bid was considered not responsive as the Contractor failed to register with Sam.gov as required by the bidding documents. The lowest responsive bid from 71 Construction, Inc., was \$3,258,607.00.

Work is scheduled to be completed by September 3, 2021 and October 1, 2021 for substantial and final completion respectively. The estimate prepared by the WWC Engineering was \$3,350,000.00.

Financial Considerations

Funding for this project will be from: Wyoming Business Council Grant, County Wide Consensus Funds, Tap Grant, 1%14, 1%15, and Capital Reserves.

Oversight/Project Responsibility

WWC Engineering, Consultant

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

Attachments

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and 71 Construction, Inc., P.O. Box 4600, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace water line, storm sewer, sanitary sewer manholes; road surfacing, curb and gutter, sidewalk, and other miscellaneous work along Midwest Ave.

WHEREAS, the Contractor is able and willing to provide those services specified as the Midwest Avenue Reconstruction Elm Street to Walnut Street, Project No. 18-066.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Midwest Avenue Reconstruction Elm Street to Walnut Street, Project No. 18-066, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by WWC Engineering, 5880 Enterprise Drive, Suite 600, Casper, WY, 82609 who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by September 3, 2021 and ready for final payment in accordance with Article 14 of the General Conditions by October 1, 2021. Substantial Completion will be accepted once all water lines and valves are installed and in working order, storm sewer installed, sanitary sewer manholes replaced; surfacing is replaced and the project is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan for each proposed phase of the construction; with winter shutdowns, Contractor shall notify Engineer a minimum of two (2) weeks prior to winter shutdown and shall indicate this in progress schedule; no open excavations shall remain, all work that has begun with any excavation or demolition shall be completed, and all roadways open to vehicular traffic before winter shutdown; Contractor shall remove all materials/equipment onsite before winter shutdown.. No open excavations shall remain overnight or unattended by the contractor.

- 3.2 **Liquidated Damages.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Three Million Two Hundred Fifty-Eight Thousand Six Hundred Seven and 00/100 Dollars (\$3,258,607.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices for the Bid (Bid Items 1 through 80) contained in the Bid Form, and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4 of the Bid Form and BS-1 through BS-9 of the Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 **Progress Payments.** Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
- 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form and Bid Schedule (BF-1 through BF-4 and BS-1 through BS-9).
- 8.4 Addenda Number. Number (2).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-14, inclusive).
- 8.9 General Requirements, consisting of nine (9) sections.
- 8.10 Special Provisions consisting of seventeen (17) Sections and one-hundred-sixty-seven (167) Drawing "Sheets".

- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

**MIDWEST AVENUE RECONSTRUCTION ELM STREET TO WALNUT STREET,
PROJECT NO. 18-66**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.
- 8.18 FHWA 1273
- 8.19 Supplementary Document for FHWA 1273

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this 16th day of June, 2020.

APPROVED AS TO FORM: (MIDWEST AVENUE RECONSTRUCTION ELM STREET TO WALNUT STREET, PROJECT NO. 18-66)

Walter Trust

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Fleur Tremel

Title: City Clerk

CONTRACTOR:

71 Construction, Inc.

By: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

Steven K. Freel

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
Midwest Avenue Reconstruction Walnut Street to Elm Street,
Project No. 18-66

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **Friday, September 3rd, 2021** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **Friday, October 1st, 2021**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u>5/20/20</u>
Addendum No. <u> 2 </u>	Dated <u>5/26/20</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

BF-1

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

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

TOTAL COMBINED BID, IN NUMERALS: \$ 3,758,607.00

TOTAL COMBINED BID, IN WORDS: THREE MILLION, TWO HUNDRED FIFTY-EIGHT THOUSAND, SIX HUNDRED SEVEN ⁰⁰/₁₀₀ DOLLARS.

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

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

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

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

B. Itemized Bid Schedule.

C. Miscellaneous Certifications and Clauses

D. Title VI/EEO Requirements

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: 71 CONSTRUCTION
P.O. Box 4600
CASPER, WY 82604

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

Submitted on May 27, 2020.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

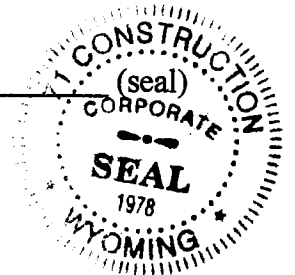
A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 CONSTRUCTION
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)



By: Steve Lefter
(Title) Pres



Attest: Shelley Henning

Business Address: PO Box 4600
Casper WY 82604

Phone Number: 307-235-2922

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

ITEMIZED BID SCHEDULE
MIDWEST AVENUE RECONSTRUCTION WALNUT ST TO ELM ST
PROJECT NO. 18-66
11-Dec-19

Bid Schedule: MIDWEST AVENUE RECONSTRUCTION -WALNUT ST. TO ELM ST.

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization and Bonds for <u>TWO HUNDRED THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	200,000.00 200,000.00	200,000.00
2	1	LS	Removal of Obstructions for <u>THIRTY-TWO THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	32,000.00	32,000.00
3	1300	FT	Removal of Curb & Gutter for <u>FOUR</u> Dollar(s) and <u>FIFTY</u> Cent(s) per lump sum.	4.50	5,850.00
4	800	SY	Removal of Concrete Flatwork for <u>THIRTEEN</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	13.00	10,400.00
5	1	LS	Removal of Storm Sewer System for <u>TWENTY-FOUR THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	24,000.00	24,000.00
6	1	LS	Traffic Control for <u>FORTY-SEVEN THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	47,000.00	47,000.00
7	1	LS	Erosion and Sedimentation Control for <u>NINE THOUSAND THREE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	9,300.00	9,300.00
8	1500	CY	Unclassified Excavation for <u>TWENTY-THREE</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.	23.00	34,500.00

Bid Schedule: MIDWEST AVENUE RECONSTRUCTION -WALNUT ST. TO ELM ST.

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
9	1200	SY	8" Concrete Pavement and 4" Crushed Base for <u>NINETY-ONE</u> Dollar(s) and <u>ZERO</u> Cent(s) per esquare yard.	91.00	109,200.00
10	4225	SY	F&I 4" Hot Plant Mix (HPM) and 8" Crushed Base for <u>FORTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	40.00	169,000.00
11	1000	SY	Bike Path for <u>SIXTY-NINE</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	69.00	69,000.00
12	240	SY	Concrete to Hot Plant Mix Transition for <u>SEVENTY-FOUR</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	74.00	17,760.00
13	1800	FT	F&I Type "B" Curb and Gutter for <u>THIRTY-ONE</u> Dollar(s) and <u>TWENTY-FIVE</u> Cent(s) per lineal foot.	31.25	56,250.00
14	1375	FT	F&I 4" Rollover Curb for <u>THIRTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	35.00	48,125.00
15	230	SY	F&I Concrete Paver Crosswalk for <u>SIX HUNDRED EIGHTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic square yard.	685.00	157,550.00
16	39	EA	F&I Preformed Pavement Markings for <u>FOUR HUNDRED THIRTY-SIX</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	436.00	17,004.00
17	1100	FT	F&I Double Yellow Striping for <u>EIGHTEEN</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	18.00	19,800.00

Bid Schedule: MIDWEST AVENUE RECONSTRUCTION -WALNUT ST. TO ELM ST.

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
18	730	FT	F&I Solid White Striping for <u>NINETEEN</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	19.00	13,870.00
19	850	FT	F&I Bike Path Solid White for <u>ELEVEN</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	11.00	9,350.00
20	14	EA	F&I Sign Post and Panels for <u>EIGHT HUNDRED TEN</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	810.00	11,340.00
21	960	FT	F&I 18" Pipe for <u>THIRTY-FIVE</u> Dollar(s) and <u>THIRTY</u> Cent(s) per lineal foot.	35.30	33,535.00
22	136	FT	F&I 24" Pipe for <u>FIFTY-THREE</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	53.00	7,155.00
23	80	FT	F&I 30" Pipe for <u>SIXTY-SIX</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	66.00	5,280.00
24	5	EA	F&I Single Storm Sewer Inlet (all depths) for <u>THREE THOUSAND FIVE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	3,500.00	17,500.00
25	7	EA	F&I Storm Sewer Manhole for <u>FIVE THOUSAND EIGHT HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	5,800.00	40,600.00
26	4	EA	R&R Sanitary Sewer Manhole for <u>FIVE THOUSAND SEVEN HUNDRED TWENTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	5,720.00	22,880.00

Bid Schedule: MIDWEST AVENUE RECONSTRUCTION -WALNUT ST. TO ELM ST.

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
27	2	EA	Sanitary Sewer Service for <u>ONE THOUSAND SIX HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	1,600.00	3,200.00
28	600	FT	F&I 8" PVC Water Main for <u>THIRTY-ONE</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	31.00	18,600.00
29	600	FT	F&I 16" PVC Water Main for <u>SIXTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	60.00	36,000.00
30	3	EA	F&I Fire Hydrant Assembly for <u>EIGHT THOUSAND THREE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	8,300.00	24,900.00
31	1	EA	Remove Fire Hydrant for <u>SEVEN HUNDRED EIGHTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	780.00	780.00
32	2	EA	Relocate Fire Hydrant for <u>THREE THOUSAND SIX HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	3,600.00	7,200.00
33	2	EA	F&I 16" x 8" Tee for <u>THREE THOUSAND TWO HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	3,200.00	6,400.00
34	2	EA	F&I 11.25 Degree Bend for <u>TWO THOUSAND FIVE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2,500.00	5,000.00
35	1	EA	F&I 22.5 Degree Bend for <u>THREE HUNDRED THIRTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	330.00	330.00

Bid Schedule: MIDWEST AVENUE RECONSTRUCTION -WALNUT ST. TO ELM ST.

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
36	2	EA	F&I 8" Gate Valve for <u>ONE THOUSAND NINE HUNDRED NINETY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	1,990.00	3,980.00
37	1	EA	F&I 16" Gate Valve for <u>NINE THOUSAND FIVE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	9,500.00	9,500.00
38	3	EA	Connect to Existing Water Main for <u>TWO THOUSAND SIX HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2,600.00	7,800.00
39	16	EA	Water Service Connection/F&I Water Service for <u>ONE THOUSAND SEVEN HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	1,700.00	27,200.00
40	16	CY	Flowable Backfill for <u>ONE HUNDRED THIRTEEN</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.	113.00	1,808.00
41	5	EA	Utility Adjustment for <u>TWO HUNDRED FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	250.00	1,250.00
42	240	SY	F&I Concrete - Approach for <u>EIGHTY-NINE</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	89.00	21,360.00
43	1800	SY	F&I Concrete - Standard Sidewalk for <u>FIFTY-THREE</u> Dollar(s) and <u>FIFTY</u> Cent(s) per square yard.	53.50	96,300.00
44	400	SY	F&I Concrete - Colored Sidewalk for <u>NINETY-SEVEN</u> Dollar(s) and <u>FIFTY</u> Cent(s) per square yard.	97.50	39,000.00

Bid Schedule: MIDWEST AVENUE RECONSTRUCTION -WALNUT ST. TO ELM ST.

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
45	210	SY	F&I Concrete – Beneath Pavers for <u>SIXTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	60.00	12,600.00
46	26	EA	ADA Ramp for <u>EIGHT HUNDRED TWENTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	820.00	21,320.00
47	20	EA	F&I Tree Planting Bed for <u>ONE THOUSAND NINE HUNDRED FORTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	1,940.00	38,800.00
48	20	EA	F&I Tree Grate & Header for <u>THREE THOUSAND THREE HUNDRED SEVENTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	3,370.00	67,400.00
49	120	SY	Concrete Finish – Sandblast for <u>TWO HUNDRED TWENTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	225.00	27,000.00
50	15	SY	Concrete Finish – Chemical Stain/Sealing for <u>ONE THOUSAND THREE HUNDRED FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	1,350.00	20,250.00
51	1860	SF	F&I Clay Pavers for <u>THIRTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per square foot.	30.00	55,800.00
52	330	FT	F&I Paver Border for <u>THIRTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per lineal foot.	30.00	9,900.00
53	7	EA	Planter Pot for <u>TWO THOUSAND SIX HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2,400.00	16,800.00

Bid Schedule: MIDWEST AVENUE RECONSTRUCTION -WALNUT ST. TO ELM ST.

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
54	2	EA	Seat Boulders for <u>FOUR THOUSAND FIVE HUNDRED EIGHTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	4,580.00	9,160.00
55	3	EA	Boulder Planter for <u>THREE THOUSAND TWO HUNDRED NINETY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	3,290.00	9,870.00
56	7	EA	F&I Bench for <u>THREE THOUSAND SEVEN HUNDRED FORTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	3,740.00	26,180.00
57	7	EA	F&I Bike Racks for <u>TWO THOUSAND ONE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2,100.00	14,700.00
58	9	EA	F&I Trash Receptacle for <u>TWO THOUSAND FOUR HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2,400.00	21,600.00
59	27	EA	F&I Fence Panels for <u>NINE HUNDRED SIXTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	965.00	26,055.00
60	8	EA	F&I Iron Tumbleweed Sculptures for <u>SIX HUNDRED FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	650.00	5,200.00
61	2	EA	F&I Rain Garden for <u>FOURTEEN THOUSAND SEVEN HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	14,700.00	29,400.00
62	2	EA	F&I Rain Garden Hood for <u>NINE THOUSAND FOUR HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	9,400.00	18,800.00

Bid Schedule: MIDWEST AVENUE RECONSTRUCTION -WALNUT ST. TO ELM ST.

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
63	2	EA	F&I Seat Wall for <u>FOURTEEN THOUSAND FIVE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	14,500.00	29,000.00
64	29	EA	F&I Deciduous Canopy Tree for <u>ONE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	1,000.00	29,000.00
65	17	EA	F&I Ornamental Tree for <u>FIFTY HUNDRED SEVENTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	870.00	14,790.00
66	52	EA	F&I Deciduous Shrubs (5 Gal.) for <u>ONE HUNDRED SIX</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	106.00	5,512.00
67	40	EA	F&I Evergreen Shrubs (5 Gal.) for <u>ONE HUNDRED FORTY-THREE</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	143.00	5,720.00
68	111	EA	F&I Ornamental Grasses (1 Gal.) for <u>FIFTY-SIX</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	56.00	6,216.00
69	134	EA	F&I Perennials (1 Gal.) for <u>FIFTY</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	50.00	6,700.00
70	478	SY	F&I Landscape Weed Barrier Fabrics for <u>SIX</u> Dollar(s) and <u>ZERO</u> Cent(s) per square yard.	6.00	2,868.00
71	240	CY	F&I Topsoil/Compost for <u>SIXTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.	65.00	15,600.00

Bid Schedule: MIDWEST AVENUE RECONSTRUCTION -WALNUT ST. TO ELM ST.

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
72	7	CY	F&I Organic Mulch for <u>ONE HUNDRED FIFTY-TWO</u> Dollar(s) and <u>ZERO</u> Cent(s) per cubic yard.	152.00	1,064.00
73	295	TON	F&I Inorganic Mulch for <u>ONE HUNDRED FIFTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per ton.	155.00	45,725.00
74	1	LS	F&I Irrigation System for <u>SEVENTY-ONE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	71,000.00	71,000.00
75	1	LS	Utility Conversion for <u>FIVE HUNDRED SIXTY-FIVE THOUSAND, EIGHT HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	565,800.00	565,800.00
76	24	EA	F&I Decorative Light Poles & Foundation for <u>NINE THOUSAND FOUR HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	9,400.00	225,600.00
77	15	EA	F&I Roadway Light Poles for <u>SEVEN THOUSAND SIX HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	7,600.00	114,000.00
78	12	EA	F&I Roadway Light Pole Foundation for <u>TWO THOUSAND TWO HUNDRED THIRTY-FIVE</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2,235.00	26,820.00
79	1	LS	F&I Conduit and Wiring for Street Lighting and Receptacles (all locations) for <u>ONE HUNDRED THIRTY-SEVEN THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	137,000.00	137,000.00
80	1	LS	Street Lighting Electrical Service for <u>TWENTY THREE THOUSAND</u> Dollar(s) and <u>ZERO</u> Cent(s) per lump sum.	23,000.00	23,000.00
81	1	EA	Sanitary Sewer Point Repair for <u>TWO THOUSAND ONE HUNDRED</u> Dollar(s) and <u>ZERO</u> Cent(s) per each.	2,100.00	2,100.00
TOTAL BID (Addition of Totals from Items 1-81)					3,258,607.00

RESOLUTION NO.20-127

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE MIDWEST AVENUE RECONSTRUCTION – ELM STREET TO WALNUT STREET, PROJECT NO. 18-066.

WHEREAS, the City of Casper desires to enter into an Agreement for the reconstruction of Midwest Avenue between Elm Street and Walnut Street; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the Midwest Avenue Reconstruction Elm Street to Walnut Street, Project No. 18-066; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement with 71 Construction, Inc., for those services, in the amount of Three Million Two Hundred Fifty-Eight Thousand Six Hundred Seven and 00/100 Dollars (\$3,258,607.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Three Million Two Hundred Fifty-Eight Thousand Six Hundred Seven and 00/100 Dollars (\$3,258,607.00) and One Hundred Forty-One Thousand Three Hundred Ninety-Three and 00/100 Dollars (\$141,393.00) for a construction contingency account, for a total price of Three Million Four Hundred Thousand 00/100 Dollars (\$3,400,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:

(Midwest Avenue Reconstruction Elm Street to Walnut Street, 18-066)

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

May 27, 2020

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with Atlantic Electric, Inc., in the Amount of \$34,752.00, for the Luminaire Services FY21-FY24, Project No. 20-009

Meeting Type & Date
Regular Council Meeting
June 16, 2020

Action Type
Resolution

Recommendation
That Council, by resolution, authorize an Agreement with Atlantic Electric, Inc., in the Amount of \$34,752.00, for the Luminaire Services FY21-FY24, Project No. 20-009. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$5,248.00, for a total project amount of \$40,000.00.

Summary
This project is for maintenance and repair of street and decorative lights located throughout the City of Casper.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
Atlantic Electric, Inc.	Mills, Wyoming	\$34,752.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. The in-state preference does not impact the outcome of the low bidder.

Work is scheduled to be completed by June 30, 2021 and July 7, 2021 for substantial and final completion respectively. The estimate prepared by the City Engineering Division was \$35,000.00.

Financial Considerations
Funding for this project will be from general fund reserves allocated to traffic for other contractual.

Oversight/Project Responsibility
Ethan Yonker, P.E., Associate Engineer, Public Services

Attachments
Resolution, Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Atlantic Electric, Inc. P.O. Box 132, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to enter into a contract for the maintenance and repair of street and decorative lights located throughout the City of Casper; and,

WHEREAS, Atlantic Electric, Inc., is able and willing to provide those services specified as the LUMINAIRE SERVICES FY21-FY24, Project 20-009.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the maintenance and repair of street and decorative lights located throughout the City of Casper. The work will involve the replacement of the bulbs, ballasts, fuses and photocells. The Contractor will provide these services for the period of July 1, 2020, through June 30, 2021.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

Work will be considered substantially complete when luminaires to be repaired are finished and functional. Final completion will be given when all luminaires that have been requested have been repaired and upon the expiration of the contract time.

- 3.1 At various times during the contract period, the Owner will provide Contractor a luminaire or luminaries that are in need of maintenance and repair to one or all of the following: bulb, ballast, fuse, or photocell. The luminaires to be repaired shall be conveyed to the Contractor via phone, fax, e-mail, or in written format by a City designee. The Contractor shall repair luminaries provided in five (5) working days or less. Time extensions shall only be granted due to weather or material shortages. If Contractor fails to complete the repairs within the five (5) working day time limit, liquidated damages as per Article 3.3 shall be invoked.

- 3.2 This agreement is for one (1) year, renewable annually up to three (3) times at the discretion of the Owner based off the past years' performance of the Contractor. The unit prices provided in the Bid Schedule shall remain the same throughout each of the three (3) renewal periods.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Fifty Dollars (\$50.00) for each day that expires after the time frame specified in Paragraph 3.1. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Thirty-Four Thousand Seven Hundred Fifty-Two and 00/100 Dollars (\$34,752.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
- 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in

the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
- 5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Exhibit "A" - (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule).
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 1.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.

- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 Technical Specifications, consisting of six (6) sections.
- 8.13 Special Provisions, consisting of two (2) sections; (01810, 02040)
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this 16th day of June, 2020.

APPROVED AS TO FORM:

Walter Trench

ATTEST:

CONTRACTOR:
Atlantic Electric, Inc.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur D. Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
LUMINAIRE SERVICES FY21-FY24,
Project 20-009

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by June 30, 2021, and completed and ready for final payment not later than July 7, 2021, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>5-21-2020</u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

TOTAL BASE BID, IN NUMERALS: \$ 34,752⁰⁰

TOTAL BASE BID, IN WORDS: Thirty four Thousand Seven hundred fifty TWO & no/100 DOLLARS.

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

Address of Bidder: Atlantic Electric Inc
P.O. Box 132
Mills WY 82644

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

Submitted on 5-21-2020, 2020.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Atlantic Electric Inc (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Scott Warren President Scott Warren (seal)

(Title)

(Seal)
Attest: Jamie K Warren Vice President Jamie K Warren

Business Address: P.O. Box 132
Mills Wy 82644

Phone Number: 307-265-8658

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

BID SCHEDULE
LUMINAIRE SERVICES FY21-FY24
Project 20-009
Casper, Wyoming

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

EA = Each, FA = Force Account, HR = Hour

Bid Schedule

Item	Description	Unit	Quantity	Unit Cost	Total Cost
1	Furnish and Install HPS 100 Watt Lamp	EA	10	50 ⁰⁰	500 ⁰⁰
2	Furnish and Install HPS 250 Watt Lamp	EA	15	50 ⁰⁰	750 ⁰⁰
3	Furnish and Install HPS 400 Watt Lamp	EA	15	50 ⁰⁰	750 ⁰⁰
4	Furnish and Install PSMH 50 Watt Lamp	EA	5	55 ⁰⁰	275 ⁰⁰
5	Furnish and Install PSMH 70 Watt Lamp	EA	15	55 ⁰⁰	825 ⁰⁰
6	Furnish and Install PSMH 250 Watt Lamp	EA	5	56 ⁰⁰	280 ⁰⁰
7	Furnish and Install PSMH 400 Watt Lamp	EA	1	57 ⁰⁰	57 ⁰⁰
8	Furnish and Install Various Fuses 5 AMP ATMR	EA	25	37 ⁰⁰	925 ⁰⁰
9	Furnish and Install Various Photocells 120-277 and 480 Volt	EA	30	35 ⁰⁰	1050 ⁰⁰
10	Furnish and Install 64 Watt "Corn Cob" LED Lamp to Replace 250 Watt HID (Bypass/Remove Ballast)	EA	10	240 ⁰⁰	2400 ⁰⁰
11	Furnish and Install Existing 64 Watt "Corn Cob" LED Lamp	EA	5	230 ⁰⁰	1150 ⁰⁰
12	Furnish and Install 18 Watt "Corn Cob" LED Lamp to Replace 50-70-100 Watt (Bypass/Remove Ballast)	EA	20	115 ⁰⁰	2300 ⁰⁰
13	Furnish and Install Existing 18 W "Corn Cob" LED Lamp	EA	10	110 ⁰⁰	1100 ⁰⁰
14	Furnish and Install 71 Watt LED Cobra Head to Replace 100-250-400 Watt HID Cobra Head	EA	5	548 ⁰⁰	2740 ⁰⁰
15	Furnish and Install 155 Watt LED Shoe box to replace 100-250-400 Watt HID Shoe Box	EA	5	630 ⁰⁰	3150 ⁰⁰

16	Miscellaneous Force Account	FA	1	\$ 10,000.00	\$ 10,000.00
17	Journeyman Electrician	HR	50	75 ⁰⁰	3750 ⁰⁰
18	Apprentice Electrician	HR	20	50 ⁰⁰	1000 ⁰⁰
19	Equipment	HR	25	70 ⁰⁰	1750 ⁰⁰
				Total Base Bid	\$34,752 ⁰⁰

• TOTAL BASE BID IN WORDS:

Thirty four Thousand Seven hundred Fifty Two ⁰⁰/₁₀₀

This bid submitted by: Scott A Warren President
 (Individual, partnership, corporation, or joint venture name)

RESOLUTION NO.20-128

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ATLANTIC ELECTRIC, INC., FOR THE LUMINAIRE SERVICES FY21-FY24, PROJECT NO. 20-009.

WHEREAS, the City of Casper desires to enter into a contract for the maintenance and repair of street and decorative lights located throughout the City of Casper; and,

WHEREAS, Atlantic Electric, Inc., is able and willing to provide those services specified as the Luminaire Services FY21-FY24, Project No. 20-009; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand Two Hundred Forty-Eight and 00/100 Dollars (\$5,248.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Atlantic Electric, Inc., for those services, in the amount of Thirty-Four Thousand Seven Hundred Fifty-Two and 00/100 Dollars (\$34,752.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed Thirty-Four Thousand Seven Hundred Fifty-Two and 00/100 Dollars (\$34,752.00) and Five Thousand Two Hundred Forty-Eight and 00/100 Dollars (\$5,248.00) for a construction contingency account, for a total price of Forty Thousand 00/100 Dollars (\$40,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand Two Hundred Forty-Eight and 00/100 Dollars (\$5,248.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:
(Luminaire Services FY21-FY24, 20-009)

Fleur Tremel


ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

June 3, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing Amendment No. 1 to the Project Agreement with the Wyoming Water Development Commission for funding of the West Casper Zone II Water System Improvements, Project No. 15-59.

Meeting Type & Date
Regular Council Meeting
June 16, 2020

Action type
Resolution

Recommendation
That Council, by resolution, authorize Amendment No. 1 to the Project Agreement with the Wyoming Water Development Commission for funding of the West Casper Zone II Water System Improvements, Project No. 15-59, for a time extension of one fiscal year.

Summary
The City of Casper entered into a Project Agreement with the Wyoming Water Development Commission (WWDC) on October 7, 2015, for funding of the West Casper Zone II Water System Improvements Project. The WWDC funded the project with a grant at sixty-seven percent (67%) of the project costs, and the City of Casper funded the remaining thirty-three percent (33%). Based on the Project Agreement, all reimbursement requests to the WWDC were to be submitted prior to July 1, 2020. Funds not expended by that date would revert to the WWDC. The purpose of Amendment No. 1 is to extend the reversion date by one fiscal year, or July 1, 2021.

The project added a redundant zone 2 twelve-inch (12") water transmission main for the west side of Casper, connecting to an existing main near the intersection of Wolf Creek Road and 38th Street and another existing main at the existing pump station on Coates Road just south of CY Avenue. The project has reached substantial completion and final payments to the contractor are expected to take place no later than August 2020.

Financial Considerations
Funding for the project is from a grant from the Wyoming Water Development Commission (WWDC) for 67% of the project (\$837,500). The local match of 33% is from Water Fund Reserves (\$412,500). There are no funding changes involved for Amendment No. 1.

Oversight/Project Responsibility

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

Attachments

Resolution

Agreement

**AMENDMENT ONE TO PROJECT AGREEMENT
CASPER ZONE II 2015 PROJECT**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the CITY OF CASPER, Natrona County, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: CITY OF CASPER, 200 N. David, Casper, Wyoming 82601.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Project Agreement between the COMMISSION and the SPONSOR. The purpose of this Amendment is to effectuate 2020 Wyo. Sess. Laws, modifying the PROJECT by extending the reversion date of unexpended PROJECT funds.

The original Project Agreement, dated October 07, 2015, was to implement the provisions of 2015 Wyo. Sess. Laws, Ch. 23, authorizing the design and construction of a transmission pipeline to the City of Casper water system.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of this Project Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Project Agreement, or pursuant to federal or state statute, rule or regulation.

4. **Amendments.**
 - A. **Advertising Prerequisites.** The list of prerequisites as described in Section 4.H. of the original Project Agreement is hereby amended to read as follows:

“4.H. Prior to advertising the PROJECT, the SPONSOR shall acquire or otherwise meet a series of prerequisites, which may include but not necessarily be limited to:

- (1) Right-of-way and option agreements;
- (2) Easements on public lands, if required;
- (3) Environmental assessments;
- (4) Section 401, Clean Water Act, Certification;
- (5) Section 404, Clean Water Act, Permit;
- (6) DEQ Permit to Construct;

- (7) Compliance with Governor's Executive Order 2019-3 Greater Sage Grouse Core Area Protection Strategy;
- (8) Final Plans and Specifications approval by State Engineer;
- (9) Incidental work required to prepare the PROJECT for construction; and
- (10) Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above."

B. Reversion of Unexpended Funds. The reversion date for unexpended funds as set forth in Section 4.R. of the original Project Agreement is hereby amended to read as follows:

"**4.R.** The SPONSOR agrees that it will complete the PROJECT and that it shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2021 and shall have settled all claims and paid all PROJECT expenses by that date. No funds will be paid by the COMMISSION after the reversion date specified and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date."

5. Special Provisions.

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Project Agreement between the COMMISSION and the SPONSOR, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the SPONSOR of an originally signed counterpart of this Amendment by PDF shall be followed up immediately by delivery of the originally signed counterpart to the COMMISSION.
- C. Return of Executed Amendment to Commission.** The SPONSOR shall not execute any agreements or incur any project costs that are covered under this

Amendment until this Amendment is fully executed and returned to the COMMISSION.

6. **General Provisions.**

- A. **Entirety of Agreement.** The original Project Agreement, consisting of eight (8) pages; and this Amendment One, consisting of four (4) pages, represent the entire and integrated agreement between the parties and supersede all prior and contemporaneous negotiations, representations and agreements, whether written or oral.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

- 7. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

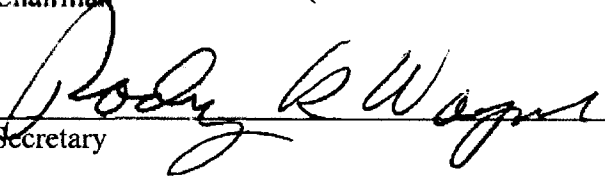
The Effective Date of this Amendment is the date of the signature last affixed to this page.

WYOMING WATER DEVELOPMENT COMMISSION



 Chairman 3-20-20

 Date



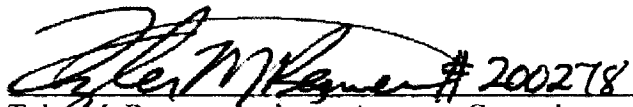
 Secretary 3-23-20

 Date

CITY OF CASPER

 Steve Freel, Mayor _____
 Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM




 Tyler M. Renner, Assistant Attorney General Feb. 27, 2020

 Date

APPROVAL AS TO FORM

I have reviewed the document, Amendment One to Project Agreement Casper Zone II 2015 Project, between the Wyoming Water Development Commission and the City of Casper, Wyoming, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: June 4, 2020



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 20-129

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE PROJECT AGREEMENT WITH WYOMING WATER DEVELOPMENT COMMISSION FOR FUNDING OF THE WEST CASPER ZONE II WATER SYSTEM IMPROVEMENTS, PROJECT NO. 15-59.

WHEREAS, the Wyoming Water Development Commission, under a Project Agreement dated October 7, 2015, is providing grant funding for the West Casper Zone II Water System Improvements Project; and,

WHEREAS, a one-year (1) time extension is required to extend the reversion date for grant funds provided by the Wyoming Water Development Commission; and,

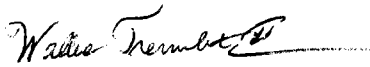
WHEREAS, the City of Casper desires to extend the reversion date by one (1) year for grant funds provided by the Wyoming Water Development Commission; and,

WHEREAS, the Wyoming Water Development Commission is able and willing to extend the reversion date by one (1) year for grant funds as specified in Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute Amendment No. 1 to the Project Agreement for grant funds provided from the Wyoming Water Development Commission to the City of Casper, for an additional one (1) year, ending July 1, 2021, for the West Casper Zone II Water System Improvements Project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:
(West Casper Zone II Water System Improvements, Project 15-59)




ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

May 28, 2020

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with Treto Construction, LLC, in the Amount of \$1,963,786.00, for the Ridgecrest Zone 2&3 Waterline Replacements, Project No. 19-037

Meeting Type & Date

Regular Council Meeting
June 16, 2020

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Treto Construction, LLC, in the Amount of \$1,963,786.00, for the Ridgecrest Zone 2&3 Waterline Replacements, Project No. 19-037. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$86,214.00, for a total project amount of \$2,050,000.00.

Summary

This project is for the installation of new zone 2 and zone 3 waterlines along Ridgecrest Drive between 29th and 39th Street, water main replacement and street reconstruction of Mariposa Boulevard from Saratoga Road to Ridgecrest Drive, and replacement of water main on North Lennox Street between East "A" Street and Highway 26.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
Treto Construction, LLC	Casper, Wyoming	\$1,963,786.00
McCarty Excavation & Const.	Bayfield, Colorado	\$2,371,623.00
Hot Iron, Inc.	Gillette, Wyoming	\$2,673,762.75
Grizzly Excavating & Const.	Casper, Wyoming	\$2,812,684.15
Premier Earthworks & Infra.	Greenwood Village, Colorado	\$2,999,811.00

By State Statute, all in-state bidders receive a five percent (5%) bid preference. The in-state preference does not impact the outcome of the low bidder, as the low bidder was an in-state bidder.

Work is scheduled to be completed by July 30, 2021 and August 20, 2021 for substantial and final completion respectively. The estimate prepared by the WLC Engineering was \$2,200,000.00.

Financial Considerations

Funding for this project will be from 1%16 funds with \$1,660,000.00 coming from Water Fund Reserves and \$390,000.00 coming from 1%#16 fund for Streets.

Oversight/Project Responsibility

WLC Engineering, Consultant

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

Attachments

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

WHEREAS, the City of Casper desires the installation of a new waterline, and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as **Ridgecrest Zone 2 and Zone 3 Waterline Improvements Project**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for completion of the **Ridgecrest Zone 2 and Zone 3 Waterline Improvements Project** hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for its intended use including all piping, erosion control, concrete work, grading, and seeding.
- 3.2 The Work will be substantially completed by **July 30, 2021**, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by **August 20, 2021**. Final completion shall include all items complete including landscaping and clean-up.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.2 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly,

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **One Thousand Dollars (\$1,000)** for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner **One Thousand Dollars (\$1,000)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Million Nine Hundred Sixty-Three Thousand Seven Hundred Eighty-Six and 00/100 Dollars (\$1,963,786.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-4, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

- 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Contractor may request that the Owner withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price with approval of the Project Engineer.
- 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety percent (90%) of the Work completed. Owner shall withhold five percent (10%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment. The Contractor may request that the Owner only withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price with approval of the Project Engineer.
- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1 to BS-4, inclusive).
- 8.4 Addenda No. 1.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-43, inclusive).

- 8.8 Supplementary Conditions (Pages SC-1 to SC-15, inclusive).
- 8.9 General Requirements consisting of seven (7) sections.
- 8.10 Special Provisions.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of Pre-Bid Conference, if any.
- 8.14 Contract Drawings, consisting of 32 sheets, with each sheet bearing the following general title:

Ridgecrest Zone 2 and Zone 3 Waterline Improvements
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

(This space intentionally left blank)

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

DATED this 16th day of June, 2020.

APPROVED AS TO FORM:
(Ridgecrest Zone 2 and Zone 3 Waterline Improvements Project)

Walter J. ...

CONTRACTOR:

Treto Construction, LLC

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Fleur Tremel

Steven K. Freel

Title: City Clerk

Title: Mayor

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

TOTAL BASE BID, IN NUMERALS: \$ **\$1,963,786.00**

TOTAL BASE BID, IN WORDS: **One million nine hundred sixty three thousand seven hundred eighty six and zero cents -----**DOLLARS.

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

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

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

Submitted on May 28, 2020.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Treto Construction, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

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

(Seal)

Attest: Crista Treto

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

Phone Number: 307-237-8836

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

RIDGECREST ZONE II & III WATERLINE IMPROVEMENTS PROJECT

ABBREVIATIONS

LF - Linear Foot
SY - Square Yard

EA - Each
FA - Force Account

LS - Lump Sum

**BID SCHEDULE
BASE BID**

Item No.	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	Unit	Est. Quantity	Unit Price	Total Price
1	MOBILIZATION				
	ONE HUNDRED THOUSAND Dollars and zero Cents	LS	LUMP SUM	\$ 100,000.00	\$ 100,000.00
2	MISCELLANEOUS FORCE ACCOUNT				
	TEN THOUSAND Dollars and zero Cents	FA	1	\$ 10,000.00	\$ 10,000.00
3	RESIDENT COMMUNICATION PLAN				
	SIX THOUSAND Dollars and zero Cents	LS	LUMP SUM	\$ 6,000.00	\$ 6,000.00
4	R&R CURBWALK				
	FORTY EIGHT Dollars and zero Cents	LF	375	\$ 48.00	\$ 18,000.00
5	R&R 7.5 FT CURBWALK				
	FIFTY SIX Dollars and zero Cents	LF	1165	\$ 56.00	\$ 65,240.00
6	R&R CURB AND GUTTER				
	THIRTY Dollars and zero Cents	LF	10	\$ 30.00	\$ 300.00
7	R&R CONCRETE VALLEY GUTTER				
	SIXTY EIGHT Dollars and fifty Cents	SY	150	\$ 68.00	\$ 10,200.00
8	INSTALL DETECTABLE WARNING DEVICE				
	FIVE HUNDRED Dollars and zero Cents	EA	7	\$ 500.00	\$ 3,500.00
9	REMOVE AND RE-INSTALL SIGN				
	TWO HUNDRED Dollars and zero Cents	EA	4	\$ 200.00	\$ 800.00
10	8" PVC SANITARY SEWER				
	THIRTY EIGHT Dollars and zero Cents	LF	12	\$ 38.00	\$ 456.00
11	REMOVE AND REPLACE SANITARY MANHOLE				
	FIVE THOUSAND FIVE HUNDRED Dollars and zero Cents	EA	1	\$ 5,500.00	\$ 5,500.00
12	SELECT BACKFILL				
	TWENTY THREE Dollars and zero Cents	CY	4120	\$ 23.00	\$ 94,760.00

Item No.	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	Unit	Est. Quantity	Unit Price	Total Price
13	4"/8" ASPHALT PATCH THIRTY TWO Dollars	SY	5500	\$ 32.00	\$ 176,000.00
	and zero Cents				
14	MISCELLANEOUS 4"/8" ASPHALT PATCH TWENTY SEVEN Dollars	SY	2200	\$ 27.00	\$ 59,400.00
	and zero Cents				
15	REMOVE EXISTING SURFACING FIVE Dollars	SY	9970	\$ 5.00	\$ 49,850.00
	and zero Cents				
16	4" PLANT MIX PAVEMENT TWENTY SIX Dollars	SY	9970	\$ 26.00	\$ 259,220.00
	and zero Cents				
17	6" W BASE EIGHT Dollars	SY	9970	\$ 8.00	\$ 79,760.00
	and zero Cents				
18	WOVEN SEPARATION FABRIC FIVE Dollars	SY	9970	\$ 5.00	\$ 49,850.00
	and zero Cents				
19	4" W BASE PATCH TEN Dollars	SY	200	\$ 10.00	\$ 2,000.00
	and zero Cents				
20	8" PVC WATER THIRTY Dollars	LF	3375	\$ 30.00	\$ 101,250.00
	and zero Cents				
21	12" PVC WATER THIRTY FIVE Dollars	LF	5210	\$ 35.00	\$ 182,350.00
	and zero Cents				
22	16" PVC WATER FIFTY Dollars	LF	670	\$ 50.00	\$ 33,500.00
	and zero Cents				
23	8" GATE VALVE ONE THOUSAND EIGHT HUNDRED Dollars	EA	12	\$ 1,800.00	\$ 21,600.00
	and zero Cents				
24	12" GATE VALVE TWO THOUSAND EIGHT HUNDRED FIFTY Dollars	EA	11	\$ 2,850.00	\$ 31,350.00
	and zero Cents				
25	16" GATE VALVE TEN THOUSAND Dollars	EA	1	\$ 10,000.00	\$ 10,000.00
	and zero Cents				
26	8" FITTINGS EIGHT HUNDRED Dollars	EA	22	\$ 800.00	\$ 17,600.00
	and zero Cents				

Item No.	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	Unit	Est. Quantity	Unit Price	Total Price
27	12" FITTINGS ONE THOUSAND TWO HUNDRED Dollars	EA	35	\$ 1,200.00	\$ 42,000.00
	and zero Cents				
28	16" FITTINGS ONE THOUSAND SIX HUNDRED Dollars	EA	8	\$ 1,600.00	\$ 12,800.00
	and zero Cents				
29	CONNECT TO 6" WATER TWO THOUSAND FIVE HUNDRED Dollars	EA	3	\$ 2,500.00	\$ 7,500.00
	and zero Cents				
30	CONNECT TO 8" WATER THREE THOUSAND FIVE HUNDRED Dollars	EA	6	\$ 3,500.00	\$ 21,000.00
	and zero Cents				
31	CONNECT TO 12" WATER SIX THOUSAND Dollars	EA	3	\$ 6,000.00	\$ 18,000.00
	and zero Cents				
32	CONNECT TO 16" WATER FIVE THOUSAND Dollars	EA	5	\$ 5,000.00	\$ 25,000.00
	and zero Cents				
33	FIRE HYDRANT ASSEMBLY SEVEN THOUSAND FIVE HUNDRED Dollars	EA	18	\$ 7,500.00	\$ 135,000.00
	and zero Cents				
34	FIRE HYDRANT ASSEMBLY NO VALVE SIX THOUSAND FIVE HUNDRED Dollars	EA	1	\$ 6,500.00	\$ 6,500.00
	and zero Cents				
35	ABANDON FIRE HYDRANT ASSEMBLY ONE THOUSAND Dollars	EA	12	\$ 1,000.00	\$ 12,000.00
	and zero Cents				
36	RECONNECT 3/4" SERVICE ONE THOUSAND Dollars	EA	91	\$ 1,000.00	\$ 91,000.00
	and zero Cents				
37	RECONNECT 1" SERVICE ONE THOUSAND FIVE HUNDRED Dollars	EA	53	\$ 1,500.00	\$ 79,500.00
	and zero Cents				
38	RECONNECT 3" SERVICE SEVEN THOUSAND Dollars	EA	1	\$ 7,000.00	\$ 7,000.00
	and zero Cents				
39	ARV MANHOLE EIGHT THOUSAND Dollars	EA	3	\$ 8,000.00	\$ 24,000.00
	and zero Cents				
40	FLOWFILL TWO HUNDRED Dollars	CY	80	\$ 200.00	\$ 16,000.00
	and zero Cents				

Item No.	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	Unit	Est. Quantity	Unit Price	Total Price
41	LANDSCAPING				
	TWENTY THOUSAND Dollars	LS	LUMP SUM	\$ 20,000.00	\$ 20,000.00
and zero Cents					
42	TEMPORARY TRAFFIC CONTROL				
	FIFTY THOUSAND Dollars	LS	LUMP SUM	\$ 50,000.00	\$ 50,000.00
and zero Cents					
43	SWPPP IMPLEMENTATION AND MAINTENANCE				
	EIGHT THOUSAND Dollars	LS	LUMP SUM	\$ 8,000.00	\$ 8,000.00
and zero Cents					
TOTAL BASE BID (Items 1-43)					
One million nine hundred sixty three thousand seven hundred eighty s Dollars				\$	1,963,786.00
and zero Cents					

RESOLUTION NO.20-130

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE RIDGECREST ZONE 2 and ZONE 3 WATERLINE REPLACEMENTS, PROJECT NO. 19-037.

WHEREAS, the City of Casper desires to enter into a contract for the replacement of Zone 2 and Zone 3 waterlines in Ridgcrest Drive from 29th Street to 39th Street; and,

WHEREAS, Treto Construction, is able and willing to provide those services specified as the Ridgcrest Zone 2 and Zone 3 Waterline Replacements, Project No. 19-037; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

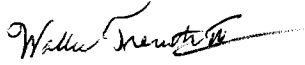
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Treto Construction, LLC, for those services, in the amount of One Million Nine Hundred Sixty-Three Thousand Seven Hundred Eighty-Six and 00/100 Dollars (\$1,963,786.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an amount not to exceed One Million Nine Hundred Sixty-Three Thousand Seven Hundred Eighty-Six and 00/100 Dollars (\$1,963,786.00) and Eighty-Six Thousand Two Hundred Fourteen and 00/100 Dollars (\$86,214.00) for a construction contingency account, for a total price of Two Million Fifty Thousand and 00/100 Dollars (\$2,050,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2020.

APPROVED AS TO FORM:
(Ridgecrest Zone 2&3 Waterline Replacements, 19-037)




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

June 5, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Thomas Solberg, Fire Chief
Mark Harshman, Deputy Chief

SUBJECT: Authorize the acceptance of the Wyoming Office of Homeland Security Grant in the amount of \$104,000 for the purchase of Equipment for Regional Response Team 2.

Meeting Type & Date:

Regular Council
Meeting June 16th, 2020

Action type:

Resolution

Recommendation:

That Council, by resolution, authorize the acceptance of the Wyoming Office of Homeland Security Grant in the amount of \$104,000 for the purchase of equipment for Regional Response Team 2.

Summary:

The Regional Response Grant awarded by the Wyoming Office of Homeland Security in the amount of \$104,000 will be used to purchase a medium duty truck chassis that will be outfitted to transport pod containers that will be outfitted with specific equipment related to specific all hazard responses. This vehicle will give Regional Response Team 2 which is managed by the Casper Fire-EMS Department the ability to transport critical equipment and infrastructure to Region 2 Emergencies (Natrona, Converse and Goshen Counties).

This grant was previously approved by minute action during the May 19, 2020 City Council Meeting, but the grant requires a resolution in order to have the mayor sign the agreement.

Financial Considerations:

This grant is \$104,000 and was awarded by the Wyoming Office of Homeland Security for the purchase of equipment for Regional Response Team 2.

Oversight/Project Responsibility:

Mark Harshman, Deputy Chief

Attachments:

Resolution accepting a grant from the Wyoming Office of Homeland Security.

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2019

Subrecipient:	City of Casper
DUNS #	152720140
Award Amount:	\$104,000.00
Period of Performance:	October 15, 2019 through June 30, 2021
CFDA #:	97.067
DHS Grant Code:	EMW-2019-SS-00065
Project ID:	19-SHSP-RR2-RR-HRT19

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and the City of Casper (Subrecipient), whose address is: 201 N. David Street 2nd Floor, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall support the investment of **CBRNE Response** to improve the ability of **RERT 2** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, funded investments must have a terrorism-nexus.
3. **Funding Authority.** The funds Agency will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2019 Homeland Security Grant Program, State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from the Effective Date through June 30, 2021. All services shall be completed during this term.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed one hundred four thousand dollars and zero cents (\$104,000.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure reasonable travel arrangements as further described below.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest reasonable airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient.

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2019 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), incorporated herein by this reference, which can be found at: [https://www.fema.gov/media-library-data/1555008381091-144e7470ec5e1958d6ad5e103c0825ad/FY 2019 HSGP NOFO FINAL 508.pdf](https://www.fema.gov/media-library-data/1555008381091-144e7470ec5e1958d6ad5e103c0825ad/FY_2019_HSGP_NOFO_FINAL_508.pdf) Subrecipient shall also comply with the federal provisions set forth in Exhibit 1, which is attached to and incorporated into this Agreement by this reference.
- B. Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to work being started. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

- C. **THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the fall deadline of each year during the entire period of this Agreement.
- D. **NIMS.** Subrecipient is required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- E. **Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, including any change of contact person, address, email, or telephone information. The Point of Contact Information Form is incorporated into this Agreement by this reference. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- F. **Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- G. **Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a

description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out.

(iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

H. Training and Exercise. Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

I. Nationwide Cybersecurity Review. Subrecipient shall complete the 2019 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October – December 2019.

J. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice requested by Subrecipient.
- C. Notify Subrecipient of the earliest possible time of the services, which may be affected by a shortage of funds.
- D. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any

commission, percentage, brokerage, or contingency fee.

- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- J. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- K. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive,

unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

- L. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipient agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- M. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- N. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

9. **General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this 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 Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The parties shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Entirety of Agreement.** This Grant Award Agreement, consisting of thirteen (13) pages; Attachment A, Project Description, consisting of one (1) page; Exhibit 1, consisting of two (2) pages; the Fiscal Year 2019 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), consisting of thirty (30) pages; and the Point of Contact Information Form, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. 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.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

- 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. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- 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 Subrecipient 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 Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient 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 Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- N. 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.
- O. 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).

- P. 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.
- Q. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this 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.
- R. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- S. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- T. 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.
- U. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- V. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- W. 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.
- X. 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 Subrecipient 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 the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

11. **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.

AGENCY:
Wyoming Office of Homeland Security

Lynn Budd, Director

Date

SUBRECIPIENT:
City of Casper

Thomas Solberg, Fire Chief

Date

~~_____
J. Carter Napier, City Manager~~ *Steven K. Freel, Mayor*

Date

Attested by: Fleur Tremel, City Clerk

Date

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Walter Tremel

4/20/2020

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Aly G. Renner
_____ *197118*

4/2/2020

Date

CG: Tyler M. Renner, Assistant Attorney General

Exhibit 1

Subrecipient agrees to comply with the following Federal pass-through provisions:

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every

mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RESOLUTION NO. 20-131

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

WHEREAS, the City of Casper has been awarded a grant from the Wyoming Office of Homeland Security in the amount of One-Hundred Four Thousand Dollars (\$104,000.00); and,

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

WHEREAS, the grant funds will be used to purchase Regional Response Equipment, to include a prime mover truck with a 14' flat stake bed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the U.S. Department of Homeland Security's State Homeland Security Program grant, in the amount of One-Hundred Four Thousand Dollars (\$104,000.00), is hereby accepted.

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

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

June 2, 2020

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

FROM: Tom Pitlick, Financial Services Director *TP*
Peter Meyers, Assistant Financial Services Director *PM*
Evan Condalario, Budget & Accounting Supervisor *EC*

SUBJECT: Levy of 8 Mills Property Tax for FY21

Meeting Type & Date

Regular Council Meeting
June 16, 2020

Action type

Resolution

Recommendation

That Council, by resolution, authorize a request to Natrona County to continue the collection of 8 mills of Property Taxes on behalf of the City of Casper.

Summary

The City of Casper has historically levied the full 8 mills and desires to continue levying and assessing the same upon taxable value of property within the limits of the City of Casper.

Financial Considerations

This funding source is expected to provide approximately \$4.35 million for FY20 and is budgeted for \$4.40 million in FY21.

Oversight/Project Responsibility

Tom Pitlick, Financial Services Director

Attachments

Resolution

RESOLUTION NO.20-132

A RESOLUTION AUTHORIZING THE LEVYING OF 8 MILLS PROPERTY TAX BY THE NATRONA COUNTY ASSESSOR ON BEHALF OF THE CITY OF CASPER.

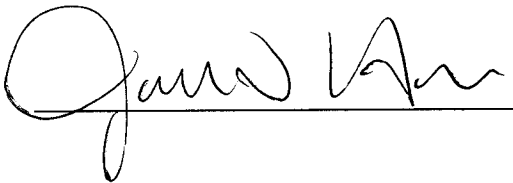
WHEREAS, Article 15, Section 6 of the Wyoming State Constitution, and 15-1-103 and 15-1-902 of Wyoming State Statutes provide for the City of Casper to levy and assess upon taxable value of property within the limits of the City of Casper up to 8 mills, inclusive of a quarter of one mill dedicated to the Casper Municipal Band; and,

WHEREAS, the City of Casper has historically levied the full 8 mills and desires to continue levying and assessing the same upon taxable value of property within the limits of the City of Casper as done so by the Natrona County Assessor with the proceeds remitted to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to request that the Natrona County Assessor levy and assess 8 mills upon taxable value of property within the limits of the City of Casper for FY 2021.

PASSED, APPROVED, AND ADOPTED on this 16th day of June, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

June 11, 2020

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

FROM: Keith McPheeters, Chief of Police *KMcP 307*

SUBJECT Authorizing the Sole Source Purchase of Eventide Logging Recorder in the Amount of One Hundred Twenty Four Thousand Twenty Eight Dollars and 00/100 (\$124,028.00) for Immediate Deployment by the Casper Public Safety Communication Center

Recommendation:

That Council authorize the sole source purchase of an Eventide Logging Records from Communications Technologies Inc. of Casper, WY in the amount of one hundred twenty-four thousand twenty eight dollars and 00/100 (\$124,028.00)

Meeting Date and Type:

June 16, 2020 Council Meeting

Summary:

The system that the Public Safety Communication Center uses to securely preserve incoming, emergency calls and radio traffic has failed. Critically needed records are frequently returning as corrupted and unusable, if they have been preserved at all. Instead of lawful retention of these records, some are being lost within mere minutes from the call being taken, rather than the system's designed 2 year retention, which has now diminished to under 6 months capacity, due to storage limitations. Today, because of this failed system, we are out of compliance with the standards of archival retention of public records and important cases are being jeopardized and defense attorneys are unable to obtain records critical for their cases. This system must be replaced immediately.

Currently, the PSCC utilizes a Verint Logging Recorder for phone and radio communications. These recordings are a critical function of the Department, providing secure recordings of 911 calls for police services which often contain critical information for the successful investigation of crimes, the apprehension of criminals, and the efficient prosecution of crimes at trial (as well as the information needed for the constitutional defense of those charged with a crime). In addition, these recordings provide significant protection from liability surrounding medical calls for service and other emergency responses. If a recording is needed for discovery or trial, it must be downloaded and securely stored to ensure retention of the recording is preserved. If the recording is not requested and has exceeded the one-year storage, the recording could be purged and not available for court purposes.

The current recorder (originally slated for replacement in FY18) is increasingly failing and is currently losing records that are valuable for court and liability purposes. The retention capacity of the recorder has fallen below six months and the ability to retain or obtain recordings frequently must be accomplished by contacting the current vendor for support. The recordings

are often corrupted or fail upon download, thereby jeopardizing criminal cases and subjecting the Department and City to potential litigation issues.

The new Eventide Logging Recorder will provide recording retention for 5-6 years based on the 12TB of storage. Retention can also be set to retain recording based on categories. The Eventide Logging Recorder has the capacity to facilitate the retention of all required categories, commensurate with the requirements of the State's archival rules.

In addition, the Eventide Logging Recorder includes the Geo-Search/View, which allows users to view wireless caller's location data from the NENA ANI/ALI CAD Spill location data on Google, Bing maps or any ESRI based mapping tool. ANI/ALI CAD latitude/longitude location data can be viewed with Rapid SOS location as an add-on. This tool allows users to view where wireless calls are being placed from, both while the call is *live*, or, when recreating an incident during review.

Additionally, the Eventide Logging Recorder also provides the NexLog Quality Assurance program, which allows the PSCC Manager to monitor and evaluate individual performance by randomly sampling recordings and scoring the performance of an employee. The options come standard with APCO/NENA forms pre-built, an intelligent randomizer, and the ability to look at employee performance over time. Coupled with our Reporting Engine, the user can drill down to do root cause analysis to find trends and opportunities for additional training.

Financial Considerations:

The need to replace the rapidly failing Recorder was identified earlier this year, and the funds required for the purchase were identified in the PSCC Reserves line item, and subsequently transferred to the Light-Equipment expense line, for this purchase, on February 25, 2020.

The Eventide Logging Recorder is available through GSA, thereby providing for sole source purchasing at a reduced, established, pre-bid cost for government agencies. In addition, the Eventide Logging Recorder assimilates with our existing Motorola hardware and software platforms, requires no additional rigorous training to implement (due to staff familiarity with the product), and places no undue burden on our IT resources for maintenance.

Oversight/Project Responsibility:

Scott Hoffman (Police Technologies Manager), Lori Jackson (PSCC Manager) and Michael Szewczyk (IT Manager)

Attachments: Quote from Communications Technologies Inc.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

June, This Contract for Professional Services (“Contract”) is entered into on this 16th day of 2020 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. Communication Technologies, Inc., 1900 Elk Street, Rock Springs, Wyoming 82901 (“Contractor”).

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

RECITALS

- A. The City is undertaking a project to replace the phone and radio logging recorder at the Public Safety Communication Center.
- B. The project requires professional services for the purchase, installation, and maintenance of the required equipment to replace the current logging recorder system.
- C. The current logging recorder, which is six (6) years old, is failing to meet the needs of the City and an emergency purchase of a logging recorder is necessary so the City is able to meet compliance with the State of Wyoming retention laws and provide capabilities on all radio channels.
- D. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- E. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: to provide, install and test all items set forth in Attachment A, which are hereby made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31st day of October, 2020.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Twenty Four Thousand Twenty Eight Dollars and 00/100 (\$124,028.00).

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 Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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

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 Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

Wallis Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
Communication Technologies Inc.

By: _____

By: Jim Salazar

Printed Name: _____

Printed Name: Jim Salazar

Title: _____

Title: ComTech 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 Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and

approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create

such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.



Communication Technologies Inc

1900 Elk Street, Rock Springs WY 82901 Phone: 307-382-5663 Fax: 307-382-7323

204 Tulip, Lander WY 82520 Phone: 307-332-6425

189 Progress Circle Mills, Wy. 82644 Phone: 307-232-8870 Fax: 307-265-6578

Date: 06/08/20

Customer Name: City of Casper Public Safety Communications

Contact Name: Lori Jackson

Address:

Quote No. 012120-02.1

City: Casper **State:** Wyoming

Phone: **Fax:**

Product/Service Name	Quantity	Price	Total
Total from page 1	1	\$118,704.00	\$118,704.00
Quality Factor Advanced Evaluation Software	1	\$1,595.00	\$1,595.00
SMS Recording enabler for IP channels (Viper)	1	\$1,995.00	\$1,995.00
Geo Search/View (Requires Lat/Lon, Google Maps)	1	\$995.00	\$995.00
Pack and Go Feature:	1	\$495.00	\$495.00
For Export of Incident along with Packaged Windows-installable Player			
10 Pack of Blu-Ray disks	1	\$49.00	\$49.00
Eventide MP3 option for Media Works plus	1	\$195.00	\$195.00
NG911 options:			
NG911 Siprec license (SIP Recording) \$1995.00			
NG911 Logging Web Service \$4000.00			

Sub Total \$124,028.00

Discount _____

Taxes _____

Total **\$124,028.00**

Notes
1. Pricing valid for 60 days
2. Requires Rapid SOS integration.

Prepared by: Craig Post
Communication Technologies

Approval Date:

Approved By: _____

RESOLUTION NO.20-133

A RESOLUTION AUTHORIZING A CONTRACT WITH COMMUNICATION TECHNOLOGIES, INC. TO PROVIDE AN EVENTIDE LOGGING RECORDER TO PROVIDE RADIO AND PHONE CALL RECORDING AT THE PUBLIC SAFETY COMMUNICATION CENTER

WHEREAS, the City of Casper desires to purchase and install an Eventide Logging Recorder at the Public Safety Communication Center; and,

WHEREAS, the current logging recorder, which is six (6) years old is failing to meet the needs of the City and an emergency purchase of a logging recorder is necessary; and,

WHEREAS, the purchase of the new logging recorder system is expected to provide recording retention of phone and radio communications for five (5) to six (6) years; and,

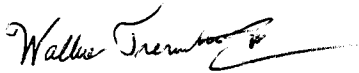
WHEREAS, Communication Technologies, located in Rock Springs, Wyoming, is willing and able to provide such a service.

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 Communication Technologies, Inc.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified payment throughout the term of the agreement in an amount not to exceed One Hundred Twenty-Four Thousand, Twenty-Eight Dollars and 00/100 (\$124,028.00).

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2020.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

June 11, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Tim Cortez, Director of Parks and Recreation
SUBJECT: University of Wyoming Agriculture Extension Contract

Meeting Type & Date

Regular Council Meeting
June 16, 2020

Action type

Approval

Recommendation

That Council authorize, by Resolution, a contract between the University of Wyoming and the City of Casper for the purposes of cultivating and educating citizens on the topics of horticulture and related items.

Summary

The University of Wyoming and the City of Casper have had a long-standing partnership in educating our citizens in horticulture, floriculture, urban forestry, and turf management.

This education is provided by a University of Wyoming extension professional. The City of Casper provides funding for approximately half of the salary for this professional. The remainder is provided by the university.

Financial Considerations

The City of Casper portion of the contract is \$24,753.25.
The funding is provided through one cent funding.

Oversight/Project Responsibility

Tim Cortez, Director of Parks and Recreation

Attachments

Resolution
Contract between the University of Wyoming and the City of Casper

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is effective the 1st day of July, 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. The University of Wyoming, 1000 E. University Ave., Dept. 3354, Laramie, Wyoming 82071 ("Contractor").

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

RECITALS

A. The City is undertaking a project to benefit the citizens and City staff on horticulture/floriculture/urban forestry/turf management.

B. Under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the City desires an Extension Professional to assist and encourage the development of horticulture programming (position currently held by Donna Hoffman).

C. The University employs such Extension Professionals.

D. The Parties wish to continue their long running partnership for the conduct of this service.

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

- a. Employ an Extension Professional whose primary place of employment shall be 2011 Fairgrounds Road, Casper, Wyoming. The Extension Professional shall be able to demonstrate a high proficiency in regard to horticulture, floriculture/urban forestry/turf management and the execution of public educational programs and public outreach programs. The Extension Professional shall:

i. Field queries and provide expert advice to citizens and property owners within Natrona County relative to horticulture, arboriculture, and related fields. The fielding of queries may involve investigation, research, and site visits, as appropriate.

ii. Create, execute, and manage public outreach programs that will promote and enhance positive behaviors such as gardening, planting, volunteerism, and public beautification, with an emphasis on activities that will achieve enhanced beautification, food production, flood control, fire control, pest control, biodiversity, waste and soil conservation, and environmental protection for the residents and property owners of Natrona County.

iii. Provide general assistance to the City Parks Manager, at his or her request, on matters related to horticulture, arboriculture, landscaping, and public outreach or public education.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 2020. Contract may be terminated by either party upon thirty (30) days written notice to the other party. In the event this Contract is terminated, the Contractor will return unused funds contributed by the City.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty-Four Thousand Seven Hundred and Fifty-Three Dollars and Twenty-Five Cents (\$24,753.25).

4. METHOD OF PAYMENT:

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

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

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 Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

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

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

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

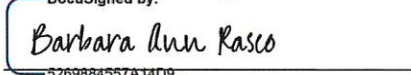
Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
University of Wyoming

By: _____

By: 
5269884557A14D9...

Printed Name: _____

Printed Name: Barbara Ann Rasco

Title: _____

Title: Dean, CoANR

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): A General Liability Policy – CG 20 20 11 85 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 shall be in place during the term of this agreement. The coverage shall also include the City of Casper, Wyoming, its employees, agents and officers, as an additional insured and coverage shall be primary CG 20 01 04 13, for any claims arising from the alleged actions and/or failures to act of Extension professionals.
2. Automobile Liability: The University of Wyoming, acknowledges, represents and agrees that it is and shall continue to be self-insured for claims and lawsuits arising from the use of motor vehicles and that it has sufficient liquid and available assets

to resolve claims/lawsuits for the wrongful acts of contactor, to the extent of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. This insurance shall be primary and shall include as an additional insured the City of Casper, Wyoming, its employees, agents and officers for alleged wrongful actions or inactions of Extension professionals.

C. Other Insurance Provisions

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

2. *Primary Coverage*

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

3. *Notice of Cancellation*

The above coverage shall not be canceled, materially changed, or reduced, except with notice by Contractor to the City. Such notice to the City shall be provided 30 days prior to a change in coverage.

4. *Acceptability of Insurers*

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

5. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

6. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

7. *Subcontractors*

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

- D. Neither party shall indemnify, defend, or hold harmless the other 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 out of this contract. Furthermore, for the avoidance of doubt, the University is not responsible for providing insurance for the negligent actions or omissions of any City employees.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

The 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.

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.

RESOLUTION NO. 20-134

A RESOLUTION AUTHORIZING AN AGREEMENT
BETWEEN THE CITY OF CASPER AND THE UNIVERSITY OF
WYOMING FOR THE PURPOSE OF A JOINT
HORTICULTURE SERVICE

WHEREAS, the City has undertaken and wishes to continue a project to benefit the citizens of Casper and City staff on the cultivation and education addressing horticulture/floriculture/urban forestry/turf management; and

WHEREAS, under the Federal Smith-Lever Act of 1914, the State Acceptance Act of 1915, and amendments thereto covering Extension programs, the City desires an Extension Professional to assist and encourage the development of horticulture programming; and

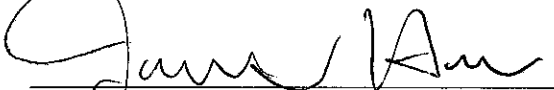
WHEREAS, the University of Wyoming employs such Extension Professionals and has provided such professionals for use in and by the City of Casper; and

WHEREAS, the Parties wish to continue their long running agreement and relationship for the provision and coordination of this service,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement between the City of Casper and the University of Wyoming to provide a horticulture service to the citizens of Casper.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2020.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor