

# PRE-MEETING AGENDA



**Casper City Council**  
**City Hall, Council Meeting Room**  
**Video Conference Call**  
**Tuesday, June 16, 2020, 5:00 p.m.**

*\*Please silence cell phones during the City Council meeting.\**

	<b>Presentation</b>	<b>Allotted</b>	<b>Beginning Time</b>
	Distribution of June 2, 2020 Executive Session Minutes *Council – please initial by your name on the minutes to indicate your approval*		
1.	Responses to RFP for Parking Operations and Maintenance	5 min	5:00
2.	Casper Community Greenhouse	10 min	5:05
3.	Protest Response Costs	10 min	5:15
4.	Midwest Avenue Reconstruction	10 min	5:25
5.	In Person Meetings	10 min	5:35
6.	Eventide Sole Source Purchase	10 min	5:45
7.	Agenda Review	5 min	5:55
	Approximate Ending Time		6:00

June 12, 2020

**MEMO TO:** J. Carter Napier, City Manager  
**FROM:** Fleur Tremel, Assistant to the City Manager/City Clerk  
**SUBJECT:** Casper Community Greenhouse Project

**Meeting Type & Date**

Pre-meeting  
June 16, 2020

**Action type**

Direction Requested

**Recommendation**

That Council review the attached information regarding the lack of statutory authority for Council to provide funds for the Casper Community Greenhouse project.

**Summary**

In 2018, Casper Community Greenhouse Project applied for 1%# 16 funding. Prior to Council voting on funding amounts, Council directed staff to provide the legal basis for funding each project. After the City Attorney's office reviewed the Casper Community Greenhouse Project application, it found that there was no statutory authority to provide funding for the project. Council, accordingly, did not award funding for the project.

At the June 9, 2020, Council Work Session, Casper Community Greenhouse Project presented again to City Council, and requested funding as follows:

Permitting fees (tap fees and investment fees)

- 1. Water Service: Provide labor and materials to install a 2" PE water service to the property, (work would include saw cutting and removal of existing asphalt roadway, excavation for a 12" water main, tapping of 12" PVC water main with 2" service line, installation of 2" PE water pipe up to curb stop, installation of curb stop and box, backfill of water trench, and asphalt road patch.)
  - **Estimated cost for this would be \$4,600.**
- 2. Sewer Service: Provide labor and materials to install a 4" sanitary sewer service connection on an existing 8" PVC main, (work would include excavation to 8" sewer main, installation of 4" sewer tapping saddle,

installation of 10LF of 4” SDR35 PVC sewer pipe, and backfill of sewer trench.

- **Estimated cost for this would be \$1,500.**
- Permitting fees, including tap fees and an investment fee.
  - **Estimated cost \$31,000.**

The City Attorney’s office reviewed the request, and still finds no statutory authority for City Council to fund this project.

**Financial Considerations**

Financial considerations are inapplicable because no statutory authority exists to fund the project.

**Oversight/Project Responsibility**

Fleur Tremel, Assistant to the City Manager  
Wallace Trembath, Deputy City Attorney

## COMMERCIAL GROUND LEASE AGREEMENT

THIS COMMERCIAL GROUND LEASE AGREEMENT ("Ground Lease") effective on the date of January 15, 2020 (the "Effective Date"), by and between Wyoming Medical Center (hereinafter "Landlord") and the Casper Community Greenhouse Project (hereinafter "Tenant").

WHEREAS, Tenant is desirous of entering into a ground lease with Landlord all on the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the promises and agreements contained in this Ground Lease, and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

### ARTICLE I EXHIBITS

1.1 EXHIBITS. The exhibits listed below and attached to this Lease are incorporated herein by this reference:

Exhibit "A" Plans and Specifications for the improvements which the Tenant has agreed to construct and which the Landlord has agreed to allow Tenant to construct on the Premises (the "Improvements").

Any changes to the original approved Exhibit A must be approved in advance by the Wyoming Medical Center Building and Land Committee and/or the Wyoming Medical Center Board. Proposed changes to the Exhibit A must be given 30 days prior to construction.

### ARTICLE II LEASED PREMISES AND TERM

2.1. PREMISES. Landlord owns vacant land described as Lot 6 McMurray Business Park No 1 Lots 5 & 6, an addition to the City of Casper, Natrona County, Wyoming (203,861 sq. ft.) and Lot 41, Block 1, Heights addition to the City of Casper, Natrona County, Wyoming (50,094 sq. ft.) for a total of 253,955 sq. ft.

2.2. TERM. The initial term of this Ground Lease shall be for five (5) year commencing on the Effective Date (the "Primary Term"). Upon the expiration of the Primary Term, this Agreement shall automatically renew for additional terms of one (1) year each until terminated by either party as set forth herein (each additional successive one year term is an "Extension Term"). Either party may terminate this Ground Lease upon ninety (90) days advance written notice. Additionally, this Ground Lease may be terminated upon the mutual written agreement of the parties.

### **ARTICLE III RENT**

3.1. MINIMUM RENT. Tenant covenants and agrees to pay Landlord, without deduction abatement or set off of any nature whatsoever, as rent for the Premises, during the entire Lease Term, One Dollar (\$1.00) per month (hereinafter "Minimum Monthly Rent").

3.2 ADDITIONAL RENT. All amounts required or provided to be paid by Tenant under this Lease other than Minimum Monthly Rent shall be deemed Additional Rent. If Landlord pays any monies or incurs any expense to correct a breach of this Lease by Tenant or to do anything in this Lease required to be done by Tenant, all amounts so paid or incurred shall, upon notice to Tenant, be considered Additional Rent. Additional Rent shall also include any real estate or property taxes, city assessments or special assessments which Landlord becomes obligated to pay on the Premises.

Additional Rent shall be payable by Tenant under the same terms in this Lease as Minimum Monthly Rent. Additional Rent shall be payable with the first Minimum Monthly Rent installment thereafter becoming due and payable, and may be collected as provided as in the case of Minimum Monthly Rent.

3.3 FAILURE TO PAY RENT. It is agreed by Tenant and Landlord that Landlord may terminate the tenancy of Tenant without demand or notice if Tenant fails to pay any Minimum Monthly Rent or Additional Rent within thirty (30) days of the date it is due. Minimum Monthly Rent and Additional Rent shall each bear interest from and after thirty (30) days after the due date, until paid at the rate of Eighteen Percent (18%) per annum.

### **ARTICLE IV PARKING AREAS, COMMON AREAS AND FACILITIES**

4.1 COMMON AREAS. All public parking areas, access roads, and facilities furnished, made available or maintained by Landlord in or near the Premises, including (where applicable) employee parking areas, truck ways, driveways, delivery areas, pedestrian sidewalks, landscaped areas, retaining walls stairways, lighting facilities, sanitary systems, utility lines, water filtration and treatment facilities, and other areas and improvements provided by Landlord for the general use in common of Tenant and Landlord (all of which are hereinafter called "Common Areas") shall at all times be subject to the exclusive control and management of Landlord and Landlord shall have the right, from time, to time, to establish, modify and enforce reasonable rules and regulations with respect to all Common Areas. Landlord and Tenant shall cooperate to ensure that the employees and customers of each respective entity parks in the appropriate designated parking areas for each facility.

4.2 USE OF COMMON AREAS. Tenant and its business, invitees, employees and customers shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant rights, to use the Common Areas subject to such reasonable regulations as Landlord may from time to time impose in the rights of landlord set forth above. Landlord may at any time close temporarily any Common Areas to make repairs or changes or for other reasonable purposes. Tenant shall not interfere with Landlord's or other tenants' rights to use any part of the Common Areas.

## ARTICLE V ENVIRONMENTAL COMPLIANCE

5.1 ENVIRONMENTAL COMPLIANCE. Tenant makes the following representations and warranties to Landlord regarding compliance with environmental laws:

(a) Environmental Laws and Hazardous Substances. For purposes herein, the term "Environmental Law(s)" shall mean any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, as now or at any time hereafter in effect. For purposes herein, the term "Hazardous Substance(s)" shall have the meaning ascribed in and shall include those substances listed under the Comprehensive Environmental Response, Compensation and Liability Act, 41 U.S.C. 9601 and the regulations promulgated thereunder (as amended from time to time) and the Clean Air Act, 41 U.S.C. 7401 and the regulations promulgated thereunder (as amended from time to time) and includes oil, waste oil and used oil as those terms are defined in the Clean Water Act, 33 U.S.C. 1251 and regulations promulgated thereunder (as amended from time to time) and the Resource, Conservation and Recovery Act, 41 U.S.C. 6901 and regulations promulgated thereunder (as amended from time to time) and shall include any other pollutant or contaminant designated as such by Congress or the United States Environmental Protection Agency (EPA) or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

(b) Compliance with Environmental Laws. The Tenant warrants and represents that (i) Tenant will not violate, in connection with the use, ownership, lease, maintenance or operation of the Premises and the conduct of the business related thereto, any Environmental Laws, (ii) Tenant, its agent, employees, lessees and independent contractors will operate the Premises and will receive, handle, use, store, treat, transport and dispose of all Hazardous Substances in strict and timely compliance with all Environmental Laws.

(c) Environmental Permits and Licenses. The Tenant has or will acquire all environmental permits, licenses and approvals required, if any, under any Environmental Law. The Tenant further certifies and represents that Tenant is not in violation of any such permits, licenses and approvals.

(d) Underground Storage Tanks. To the best of Landlord's knowledge, there is no underground storage tanks located at the Premises. Tenant shall not install underground storage tanks at the Premises, nor use any underground storage tank which may be located at the Premises, without first obtaining the consent of Landlord. If Tenant does use any underground storage tanks at the Premises, Tenant shall be responsible for the removal of said tanks upon termination of the Lease, at the sole option of Landlord.

(e) Notice of Assignments and Subleases. The Tenant warrants and represents that, not less than thirty (30) days prior to assignment or sublease of the Premises, Tenant shall notify the Landlord in writing of the terms of the proposed lease and provide any other information requested by Landlord. The Landlord shall have the right to prevent any such sublease if the proposed sub lessee refuses or is unable

to make all the same warranties, representations, covenants and indemnifications as are contained in this Article VI. The terms and conditions contained in this paragraph shall be in addition to the contained in Article XIV.

(f) Notices, Orders and Complaints. If Tenant receives any notice of (i) the happening of any event, involving any Hazardous Substances or (ii) any complaint which lists any noncompliance with regard to any environmental, health or safety matter affecting Tenant (an "Environmental Complaint") from any person or entity (including without limitation the EPA), then Tenant shall immediately notify the Landlord orally and in writing of said event and provide the Landlord with copies of any such Environmental Complaint.

(g) Right of Mitigation. The Landlord shall have the right, but not the obligation and without limitation of the Landlord's rights under this Lease, to enter onto the Premises or to take such other actions as it deems necessary or advisable to assess, investigate, cleanup, remove, resolve, or minimize the impact of, or otherwise deal with any Hazardous Substances or Environmental Complaint which, in the sole opinion of the Landlord, could result in order, suit or other action against Tenant or the Landlord. Unless such damage was caused by Landlord, all reasonable costs and expenses incurred by the Landlord in the exercise of any such rights shall be payable by the Tenant as additional rent upon demand.

(h) Indemnification. The Tenant hereby agrees to indemnify the Landlord and hold the Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, claims for damage to the environment, claims for fines or civil penalties, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the Landlord by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage leakage, spillage, discharge, emission, or release from the Premises of any Hazardous Substances or arising under any Environmental Law, unless caused by Landlord.

(i) Agreement to Update. The Tenant shall advise the Landlord in writing as soon as Tenant becomes aware of any condition or circumstance which makes the environmental warranties, representations or certifications contained in this Article VI incomplete or inaccurate.

(j) Breach. If any representation or warranty or certification made in this Article the Tenant shall prove untrue or the Tenant shall violate or fail to comply with any of the provisions of this paragraph, a breach of this Ground Lease Agreement shall have occurred and the Landlord shall be entitled to exercise its remedies for breach under this Ground Lease Agreement.

(k) Inducement. The Tenant acknowledges that the representations and warranties contained in this Article VI are being relied upon to induce the Landlord to enter into the Ground Lease Agreement with the Tenant.

## **ARTICLE VI UTILITIES**

6.1 UTILITIES. Tenant shall be responsible for the cost of providing any and all utility service to the Premises. Tenant shall be solely responsible for and promptly pay all charges for use or consumption of sewer, gas, electricity, water, and all other utility service on the Premises. Tenant is responsible for making sure their name is on the utilities.

## **ARTICLE VII CONDUCT OF BUSINESS BY TENANT**

7.1 USE OF PREMISES. The Premises shall be occupied and used by Tenant solely for the purposes set forth: to operate a nonprofit, charitable organization which will build an in-city farm to provide, educational community teaching gardens, greenhouses, fields and orchards, and to grow and provide healthy local foods to the community and cafeterias, incubate agriculture and create community respite and wellbeing with our edible landscape.

7.2 OPERATION BY TENANT. Tenant covenants and agrees that it will comply with all recorded restrictions, if any, and all laws, recommendations, ordinances, rules, and regulations of governmental, public, private and other authorities and agencies, with respect to the use or occupancy of the Premises.

7.3 ALTERATION, ADDITIONS AND IMPROVEMENTS. Once the Improvements are constructed, Tenant shall not make alterations, additions, or improvements to the Improvements that are inconsistent with its stated purpose without the prior written consent of the Landlord. Landlord's decision regarding consent or denial shall be final. Any alteration, addition or improvement made by the Tenant after such consent shall have been obtained, shall be made strictly in accordance with the plans as approved by Landlord and all applicable building codes and governmental authority regulations. Upon the expiration or other sooner termination of this Lease, Landlord, at its option, may either require the Tenant to remove the alteration, addition or improvement and to restore the Premises to their original condition or elect to retain the alteration, addition or improvement as its own property.

7.4 LANDLORD APPROVAL OF PREMISES OCCUPANTS. The parties anticipate that the Premises will be occupied by physicians who are members of the active Medical Staff of Landlord, or ancillary medical services which are complementary to the services being provided by Landlord. Tenancy or occupancy of the premises shall be subject to prior written approval of Landlord. Landlord's decision regarding such approval shall be final.

## **ARTICLE VIII CONDITION AND MAINTENANCE OF PREMISES**

8.1 CONDITION OF PREMISES ON COMMENCEMENT DATE. Tenant has inspected the Premises and is satisfied with the physical condition thereof, and Tenant's taking possession of the Premises shall be conclusive evidence that the same were in satisfactory condition. Tenant agrees that no



representation as to the condition of the Premises has been made except as contained herein and that no promise to improve the Premises prior to or during the term has been made, unless provided in this Lease.

8.2 MAINTENANCE BY TENANT. Tenant shall keep the Premises and the Improvements in good order and repair, including snow removal and grounds upkeep, all at Tenant's own expense, and shall yield the Premises to Landlord upon termination of the Lease, whether such termination shall occur by expiration of the term hereof, or in any other manner whatsoever, and shall yield the Improvements to Landlord upon termination of the Lease, whether such termination shall occur by expiration of the term hereof, or in any other manner whatsoever, in the same condition of repair at the date of the completion of the construction of the Improvements, ordinary wear and tear excepted. Notwithstanding the foregoing, if the Improvements sustain damage or destruction of percent (50%) or more in value and Tenant elects to terminate this Lease early pursuant to Section XII, Tenant may elect to not restore or rebuild, and may raze and remove the Improvements, and return only bare land to Landlord. If, however, the Premises and the Improvements are not kept in good order and repair by Tenant, Landlord may in case of emergency or imminent danger to persons or property enter the Premises and Improvements without such action causing or constituting a termination of this lease or an interference with the possession of the Premises or Improvements by Tenant, and landlord may repair or replace the same, in the same condition of order and repair as existed at the date of execution of this Lease. Tenant shall not permit any waste or misuse of the Premises or the Improvements. Except in case of emergency or imminent danger to persons or property, if Tenant fails to perform its obligations hereunder, Landlord may after thirty (30) days prior written notice to Tenant, but shall not be obligated to, perform the Tenant's obligations or perform work resulting from Tenant's acts, actions or omissions, and the cost of the same shall be Additional Rent payable with the next installment of Minimum Monthly Rent due hereunder.

#### **ARTICLE IX LIENS**

9.1 Tenant shall not suffer any mechanics' liens or materialmen's lien to be filed against the fee of the Premises or against the Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding the Premises through or under the Tenant. If any such lien shall at any time be filed as aforesaid, and Tenant shall fail to remove same within thirty (30) days thereafter, it shall constitute a default under the provisions of this Lease. However, it shall not be an event of default so long as such lien is being defended in good faith with reasonable diligence by the Tenant, and such defense is, in Landlord's opinion, likely to be successful.

#### **ARTICLE X WAIVER**

##### 10.1 NON-LIABILITY AND INDEMNIFICATION.

(a) Tenant shall indemnify, defend and hold Landlord harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon or at or from the Premises or the occupancy or use by Tenant of said Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its

agents, contractors, employees, servants, invitees or licensees, unless such bodily injury or property damage is directly or indirectly due to the willful or wanton misconduct, or act, or gross negligence of Landlord, or its agents and employees. This provision is limited to premises liability issues.

(b) Tenant shall store its property in and shall occupy the Premises at its own risk, and releases Landlord to the full extent permitted by law from all claims of every kind resulting in loss of life, personal or bodily injury or property damage, unless such bodily injury or property damage is directly or indirectly due to the willful or wanton misconduct, or act, or gross negligence of Landlord, or its agents and employees.

(c) Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's equipment, fixtures or other personal property of Tenant or to Tenant's business, unless such bodily injury or property damage is directly or indirectly due to the willful or wanton misconduct, or act, or gross negligence of Landlord, or its agents and employees.

(d) Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts of omissions of persons other than the Landlord occupying adjacent, connecting or adjoining premises.

(e) Landlord shall not be responsible for any defect, latent or otherwise, in the Improvements, or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Landlord be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage, leakage, running, backing up, seepage, or the overflow of water, sewerage, steam, snow or ice, in any part of said Premises or for any injury or damage caused by or resulting from acts of God or the elements.

(f) In case Landlord shall without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and pay all costs, expenses and reasonable attorneys' fees.

(g) The parties mutually agree that Natrona County does not waive sovereign immunity by ratifying this ground lease agreement, and specifically retains all immunities and defenses available to it pursuant to Wyoming Statute 1-39-104(a) and other state laws.

#### **ARTICLE XI INSURANCE**

11.1 INSURANCE. Tenant shall obtain a full replacement cost property insurance policy, insuring the Improvements. Said policy shall be subject to the approval of the Landlord and shall be issued by an insurance carrier approved, in advance, by Landlord. The cost of said insurance shall be paid by Tenant. Any and all proceeds payable under such policy of insurance shall be the property of the Tenant.

Tenant agrees to carry Public liability insurance on the Premises during the Lease Term, covering the Tenant and naming the Landlord and County as additional named insureds, with terms and companies

satisfactory to Landlord, for limits of not less than One Million Dollars (\$1,000,000) for bodily injury, including death, and personal injury for any one occurrence, One Million Dollars (\$1,000,000) in property damage insurance, or a combined single limit of One Million Dollars (\$1,000,000). This insurance limit will be reviewed by an outside consultant every five years, and the limits will be adjusted in accordance with the recommendations of such consultant. Tenant's insurance will include contractual liability coverage recognizing this Lease, products and/or completed operations liability and providing that landlord and Tenant shall be given a minimum of sixty (60) days written notice by the insurance company prior to cancellation, termination, or change in such instance.

Tenant shall provide Landlord a certificate evidencing that said insurance is in full force and effect and stating the terms thereof, on an annual basis.

Tenant acknowledges that it shall bear the risk of loss for all of the personal property, including trade fixtures, located on the Premises, as well as the risk of loss associated with business interruption due to casualty to the Premises.

## **ARTICLE XII ASSIGNMENTS SUBLEASES AND LEASEHOLD MORTGAGES**

### **ARTICLE XIII EVENTS OF DEFAULT**

13.1 EVENTS OF DEFAULT DEFINED. The following events shall be deemed to be events of default by a Tenant under this Lease.

- (a) Failure of Tenant to pay any rent or other amount within thirty (30) days of the date it is due;
- (b) Failure of Tenant to perform or observe any other of the terms, provisions, conditions and covenants of this Lease for more than thirty (30) days after written notice of such failure;
- (c) Tenant's insolvency, bankruptcy, admission in writing of its inability to pay its debts as they mature, assignment for the benefit of creditors, or application for or consent to the appointment of a trustee or receiver for Tenant or for the major part of its property;
- (d) Appointment of trustee or receiver for Tenant or for the major part of its property and failure to cause said trustee or receiver to be discharged within thirty (30) days after such appointment;
- (e) Institution of any proceeding for relief under any bankruptcy law, or similar law for the relief of debtors, by or against Tenant, and, if instituted against Tenant or allowed against it or consented to by it, or not dismissed within sixty (60) days after such institution;
- (f) The levy and execution upon or the attachment by legal process of the leasehold interest of Tenant, or the filing or creation of a lien in respect to such leasehold interest not permitted by Article XV to which the Landlord has not consented in writing and which Tenant does not discharge in thirty (30) days;

- (g) Abandonment of the Premises by Tenant; or
- (h) Removal of the improvements or fixtures from the Premises by Tenant, if not permitted by this Lease unless authorized by the landlord
- (i) Cancellation, termination or change to the insurance that does not meet the requirements set forth in section 11.1.

**ARTICLE XIV RIGHTS RESERVED TO LANDLORD**

14.1 INSPECTION AND REPAIR. Landlord, and its duly authorized agents, employees and contractors, shall have access to the Premises at all reasonable times for the purposes of inspecting the same and making repairs or as the Landlord shall elect to undertake for the safety, preservation, benefit or welfare of the Improvements.

14.2 RIGHT TO SHOW THE PREMISES. Landlord shall have the right to show the Premises to prospective tenants or brokers during the final nine months of the term of this Lease, including any renewal terms, at all reasonable times.

14.3 RIGHT TO RELOCATE AND GRANT EASEMENTS. Landlord shall have the right to relocate existing utility easements in the Premises, as well as the right to grant new utility easements in the Premises, provided that such easement shall not interfere with or be located under the Improvements. Tenant's rights in the Premises shall be subordinate to the rights of any grantee(s) of such easements. Landlord shall ensure that any utility easement granted after the Commencement Date shall require the grantee to repair and restore the Premises, including parking areas.

**ARTICLE XV MISCELLANEOUS**

15.1 RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be construed to create a partnership or joint venture between the Landlord and the Tenant or between the Landlord and any other party, or cause the Landlord to be responsible in any way for the debts or obligations of the Tenant or any other party.

15.2 ATTORNEYS' FEES. Each party will pay their own attorney fees.

15.3 AUTHORIZED SIGNATORS. Each individual executing this Lease on behalf of a corporation, an LLC, or the County represents and warrants that he has the authority to do so.

15.4 APPLICABLE LAW. This Lease shall be construed under the laws of the State of Wyoming.

15.5 NOTICES. All notices from Tenant to Landlord shall be directed as follows:

Wyoming Medical Center  
Attn: Contracts Department  
1233 East Second Street  
Casper, WY 82601

Casper Community Greenhouse Project  
LeAnn Miller/Executive Director  
PO Box 50465  
Casper, WY 82601

## **ARTICLE XVI SPECIAL PROVISION REGARDING CONSTRUCTION OF IMPROVEMENTS**

16.1 OWNERSHIP OF IMPROVEMENTS. It is the intention of Landlord and Tenant that the title to the Improvements shall remain vested in Tenant during the Lease Term and any Option Periods that are properly exercised. Upon the termination of this Lease for any reason, Landlord may elect to retain the Improvements as its own or to require Tenant to remove the Improvements and to restore the Premises to substantially the condition they were in prior to the construction of the Improvements. On termination of lease, if necessary to vacate permanently, would take all moveable structures and outbuildings, four season greenhouses, hoop houses, raised beds, container gardens, fencing, moveable garden art, composting bins, solar and wind and any other moveable garden items. All infrastructure improvements, like water, gas and electric lines, parking lot and permanent landscaping would remain. It is our intention that this project will remain in force and incorporated into any future plans.

16.2 CONSTRUCTION OF IMPROVEMENTS. Without limiting the general applicability of other terms and conditions of this Lease to the construction of the Improvements, Tenant makes the following specific representations and warranties to Landlord with respect to the construction of the Improvements:

(a) Tenant shall cause the Improvements to be constructed in a good and workmanlike fashion, in accordance with the plans and specifications attached as Exhibit "A" hereto, with all such Improvements to comply with all federal, state and City of Casper ordinances, rules and regulations, including landscaping, parking and set-backs. Tenant further specifically agrees that in the event construction of the Improvements and associated parking displaces any current parking utilized by Landlord, Tenant shall provide replacement parking of similar quantity and quality, at a location on the Premises to be mutually agreed upon by Landlord and Tenant

(b) Tenant shall cause the Improvements to be under construction by January 2020, with completed constructed no later than 48 months from the beginning of construction.

16.3 RIGHT TO INSPECT. Landlord shall have the right, at all times during construction of the Improvements and until a certificate of occupancy is issued, to inspect the Premises and the construction of the Improvements, to assure itself that the Improvements are being constructed according to the plans and specifications attached as Exhibit "A".

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

Landlord: Wyoming Medical Center, Inc

Tenant: Casper Community Greenhouse Project

By: Mike Staley

By: [Signature]

Its: SR VP & CAO

Its: Board President

Date: 1/15/2020

Date: 12/21/19

Director = [Signature]  
EXECUTIVE DIRECTOR

12/21/19  
[Signature] 12-21-2019  
Board Member

[Signature]  
CCGP - Board member  
12/21/2019

Cathy Stopp  
CCGP - Board member 12/23/19

[Signature]  
CCGP - Board Member 12/23/19



# EXHIBIT A PLANS AND SPECIFICATIONS



department	employeeLabel	startTime with Date	Start Time	endTime with Date	End Time	overtimeForEntryDeci	regularTime	otherTime	benefitTime	totalTime	Hourly Rate	OT Rate	Total	timeEntryTypeLabel	comment
710 (POLICE SWORN)	BAEDKE, BEN	6/2/2020	1:00:00 AM	6/2/2020	11:00:00 PM	-	10	-	-	10	\$ 31.31	\$ 46.97	\$ 313.10	100 (BASE HOURLY)	
710 (POLICE SWORN)	BOWMAN, MATTHEW	6/2/2020	10:00:00 AM	6/2/2020	6:00:00 PM	-	8	-	-	8	\$ 29.83	\$ 44.75	\$ 238.65	352 (CONFERENCE/TRAINING)	SRT Annual Training
710 (POLICE SWORN)	COLE, SHANNON	6/2/2020	10:31:00 AM	6/2/2020	10:09:00 PM	-	11.63	-	-	11.6	\$ 31.31	\$ 46.97	\$ 364.14	100 (BASE HOURLY)	
710 (POLICE SWORN)	DUNNUCK, SAMUEL	6/2/2020	9:23:00 AM	6/2/2020	5:35:00 PM	-	8	-	-	8	\$ 32.88	\$ 49.32	\$ 263.04	100 (BASE HOURLY)	
710 (POLICE SWORN)	FETTER, JOHN	6/2/2020	8:00:00 AM	6/2/2020	7:20:00 PM	-	11.25	-	-	11.3	\$ 31.31	\$ 46.97	\$ 352.24	100 (BASE HOURLY)	
710 (POLICE SWORN)	FUNCH, CHRISTOPHER	6/2/2020	1:03:00 PM	6/2/2020	5:01:00 PM	-	4	-	-	4	\$ 32.88	\$ 49.32	\$ 131.52	100 (BASE HOURLY)	
710 (POLICE SWORN)	HENRY, CHRISTOPHER	6/2/2020	12:49:00 PM	6/2/2020	5:00:00 PM	-	4.25	-	-	4.25	\$ 31.31	\$ 46.97	\$ 133.07	100 (BASE HOURLY)	
710 (POLICE SWORN)	HILL, MITCHELL	6/2/2020	10:34:00 AM	6/2/2020	10:00:00 PM	-	11.5	-	-	11.5	\$ 31.31	\$ 46.97	\$ 360.07	100 (BASE HOURLY)	
710 (POLICE SWORN)	ISELIN, LUKE	6/2/2020	9:23:00 AM	6/2/2020	6:31:00 PM	-	9	-	-	9	\$ 32.88	\$ 49.32	\$ 295.92	100 (BASE HOURLY)	
710 (POLICE SWORN)	KRAHN, ADAM	6/2/2020	9:45:00 AM	6/2/2020	8:15:00 PM	-	10.5	-	-	10.5	\$ 31.31	\$ 46.97	\$ 328.76	100 (BASE HOURLY)	
710 (POLICE SWORN)	LOUGEE, MATTHEW	6/2/2020	6:30:00 AM	6/2/2020	9:08:00 PM	-	14.75	-	-	14.8	\$ 27.03	\$ 40.55	\$ 398.69	100 (BASE HOURLY)	
710 (POLICE SWORN)	MOORE, NICHOLAS	6/2/2020	6:33:00 AM	6/2/2020	7:38:00 PM	-	13.25	-	-	13.3	\$ 28.38	\$ 42.57	\$ 376.04	100 (BASE HOURLY)	
710 (POLICE SWORN)	PASCHKE, MICHAEL	6/2/2020	9:14:00 AM	6/2/2020	6:00:00 PM	-	8.75	-	-	8.75	\$ 31.31	\$ 46.97	\$ 273.96	100 (BASE HOURLY)	
710 (POLICE SWORN)	PRICE, JUSTIN	6/2/2020	9:15:00 AM	6/2/2020	6:00:00 PM	-	8.75	-	-	8.75	\$ 31.31	\$ 46.97	\$ 273.96	100 (BASE HOURLY)	
710 (POLICE SWORN)	UHRICH, ADAM	6/2/2020	8:03:00 AM	6/2/2020	12:05:00 PM	-	4	-	-	4	\$ 31.31	\$ 46.97	\$ 125.24	100 (BASE HOURLY)	
710 (POLICE SWORN)	UHRICH, ADAM	6/2/2020	1:05:00 PM	6/2/2020	5:04:00 PM	-	4	-	-	4	\$ 31.31	\$ 46.97	\$ 125.24	100 (BASE HOURLY)	
710 (POLICE SWORN)	WELLS, TODD	6/2/2020	10:35:00 AM	6/2/2020	10:00:00 PM	-	11.5	-	-	11.5	\$ 38.06	\$ 57.09	\$ 437.69	100 (BASE HOURLY)	
710 (POLICE SWORN)	WILLIAMS, RYEANN	6/2/2020	10:26:00 AM	6/2/2020	9:48:00 PM	-	11.25	-	-	11.3	\$ 25.74	\$ 38.61	\$ 289.58	100 (BASE HOURLY)	
710 (POLICE SWORN)	ALBRECHT, JOSHUA	6/3/2020	9:48:00 AM	6/3/2020	7:26:00 PM	-	9.75	-	-	9.75	\$ 38.06	\$ 57.09	\$ 371.09	100 (BASE HOURLY)	BLM Protest
710 (POLICE SWORN)	BAEDKE, BEN	6/3/2020	9:49:00 AM	6/3/2020	8:00:00 PM	-	10.25	-	-	10.3	\$ 31.31	\$ 46.97	\$ 320.93	100 (BASE HOURLY)	
710 (POLICE SWORN)	BAUER, DONALD	6/3/2020	7:58:00 AM	6/3/2020	7:10:00 PM	-	11.25	-	-	11.3	\$ 29.83	\$ 44.75	\$ 335.60	100 (BASE HOURLY)	
710 (POLICE SWORN)	BERG, LYLE	6/3/2020	7:49:00 AM	6/3/2020	7:00:00 PM	-	11.25	-	-	11.3	\$ 38.06	\$ 57.09	\$ 428.18	100 (BASE HOURLY)	
710 (POLICE SWORN)	BOWMAN, MATTHEW	6/3/2020	8:15:00 AM	6/3/2020	8:15:00 PM	-	12	-	-	12	\$ 29.83	\$ 44.75	\$ 357.97	100 (BASE HOURLY)	
710 (POLICE SWORN)	BRONECK, JEFFREY	6/3/2020	10:00:00 AM	6/3/2020	8:00:00 PM	-	10	-	-	10	\$ 31.31	\$ 46.97	\$ 313.10	100 (BASE HOURLY)	
710 (POLICE SWORN)	BROWN, RICHARD	6/3/2020	8:00:00 AM	6/3/2020	4:00:00 PM	-	8	-	-	8	\$ 45.84	\$ 68.76	\$ 366.72	105 (BASE SALARY)	
710 (POLICE SWORN)	BURNS, CRAIG	6/3/2020	10:45:00 AM	6/3/2020	7:53:00 PM	-	9.25	-	-	9.25	\$ 31.31	\$ 46.97	\$ 289.62	100 (BASE HOURLY)	
710 (POLICE SWORN)	COLE, SHANNON	6/3/2020	10:00:00 AM	6/3/2020	7:30:00 PM	-	9.5	-	-	9.5	\$ 31.31	\$ 46.97	\$ 297.45	100 (BASE HOURLY)	
710 (POLICE SWORN)	COOK, AMANDA	6/3/2020	10:19:00 AM	6/3/2020	9:54:00 PM	-	11.75	-	-	11.8	\$ 27.03	\$ 40.55	\$ 317.60	100 (BASE HOURLY)	
710 (POLICE SWORN)	DUNNUCK, SAMUEL	6/3/2020	8:18:00 AM	6/3/2020	8:31:00 PM	-	12.25	-	-	12.3	\$ 32.88	\$ 49.32	\$ 402.78	100 (BASE HOURLY)	
710 (POLICE SWORN)	FETTER, JOHN	6/3/2020	9:00:00 AM	6/3/2020	8:40:00 PM	-	11.75	-	-	11.8	\$ 31.31	\$ 46.97	\$ 367.89	100 (BASE HOURLY)	BLM Protest
710 (POLICE SWORN)	FUNCH, CHRISTOPHER	6/3/2020	7:55:00 AM	6/3/2020	7:21:00 PM	-	11.25	-	-	11.3	\$ 32.88	\$ 49.32	\$ 369.90	100 (BASE HOURLY)	
710 (POLICE SWORN)	GRAFF, GREGORY	6/3/2020	9:37:00 AM	6/3/2020	7:28:00 PM	-	10	-	-	10	\$ 31.31	\$ 46.97	\$ 313.10	100 (BASE HOURLY)	protest
710 (POLICE SWORN)	GRAFF, GREGORY	6/3/2020	8:00:00 PM	6/3/2020	9:00:00 PM	-	-	2	-	2	\$ 31.31	\$ 46.97	\$ 62.62	225 (POLICE MANDATORY CONTROL)	Standby time for protests
710 (POLICE SWORN)	GRAHAM, MICHAEL	6/3/2020	9:28:00 AM	6/3/2020	7:21:00 PM	-	9.75	-	-	9.75	\$ 32.88	\$ 49.32	\$ 320.58	100 (BASE HOURLY)	protest
710 (POLICE SWORN)	GRAHAM, MICHAEL	6/3/2020	8:00:00 PM	6/3/2020	9:00:00 PM	-	-	2	-	2	\$ 32.88	\$ 49.32	\$ 65.76	225 (POLICE MANDATORY CONTROL)	Standby time for protests
710 (POLICE SWORN)	HENRY, CHRISTOPHER	6/3/2020	1:00:00 PM	6/3/2020	10:47:00 PM	-	9.75	-	-	9.75	\$ 31.31	\$ 46.97	\$ 305.27	100 (BASE HOURLY)	
710 (POLICE SWORN)	HUGHES, MICHAEL	6/3/2020	10:00:00 AM	6/3/2020	7:30:00 PM	-	9.5	-	-	9.5	\$ 28.38	\$ 42.57	\$ 269.61	100 (BASE HOURLY)	
710 (POLICE SWORN)	IHRIG, HUNTER	6/3/2020	9:52:00 AM	6/3/2020	7:20:00 PM	-	9.5	-	-	9.5	\$ 27.03	\$ 40.55	\$ 256.79	100 (BASE HOURLY)	Protest
710 (POLICE SWORN)	IHRIG, HUNTER	6/3/2020	8:00:00 PM	6/3/2020	9:00:00 PM	-	-	2	-	2	\$ 27.03	\$ 40.55	\$ 54.06	225 (POLICE MANDATORY CONTROL)	Standby time for protests
710 (POLICE SWORN)	ISELIN, LUKE	6/3/2020	7:23:00 AM	6/3/2020	8:14:00 PM	-	12.75	-	-	12.8	\$ 32.88	\$ 49.32	\$ 419.22	100 (BASE HOURLY)	
710 (POLICE SWORN)	JENSEN, STEVEN	6/3/2020	9:38:00 AM	6/3/2020	7:51:00 PM	-	10	-	-	10	\$ 25.74	\$ 38.61	\$ 257.40	100 (BASE HOURLY)	Protest
710 (POLICE SWORN)	JENSEN, STEVEN	6/3/2020	8:00:00 PM	6/3/2020	9:00:00 PM	-	-	2	-	2	\$ 25.74	\$ 38.61	\$ 51.48	225 (POLICE MANDATORY CONTROL)	Standby time for protests
710 (POLICE SWORN)	KRAHN, ADAM	6/3/2020	3:20:00 PM	6/3/2020	8:20:00 PM	-	5	-	-	5	\$ 31.31	\$ 46.97	\$ 234.83	201 (OVERTIME POLICE)	
710 (POLICE SWORN)	KRUGLER, CARL	6/3/2020	9:08:00 AM	6/3/2020	7:59:00 PM	-	10.75	-	-	10.8	\$ 32.88	\$ 49.32	\$ 353.46	100 (BASE HOURLY)	
710 (POLICE SWORN)	LOUGEE, MATTHEW	6/3/2020	9:41:00 AM	6/3/2020	7:26:00 PM	-	9.75	-	-	9.75	\$ 27.03	\$ 40.55	\$ 263.54	100 (BASE HOURLY)	
710 (POLICE SWORN)	LOUGEE, MATTHEW	6/3/2020	8:00:00 PM	6/3/2020	9:00:00 PM	-	-	2	-	2	\$ 27.03	\$ 40.55	\$ 54.06	225 (POLICE MANDATORY CONTROL)	Standby time for protests
710 (POLICE SWORN)	MEYERS, CODY	6/3/2020	9:35:00 AM	6/3/2020	11:03:00 PM	-	13.5	-	-	13.5	\$ 29.83	\$ 44.75	\$ 402.72	100 (BASE HOURLY)	
710 (POLICE SWORN)	MOORE, NICHOLAS	6/3/2020	9:51:00 AM	6/3/2020	7:21:00 PM	-	9.5	-	-	9.5	\$ 28.38	\$ 42.57	\$ 269.61	100 (BASE HOURLY)	Protest
710 (POLICE SWORN)	MOORE, NICHOLAS	6/3/2020	8:00:00 PM	6/3/2020	9:00:00 PM	-	-	2	-	2	\$ 28.38	\$ 42.57	\$ 56.76	225 (POLICE MANDATORY CONTROL)	Standby time for protests
710 (POLICE SWORN)	MORRISON, CRAIG	6/3/2020	6:31:00 AM	6/3/2020	9:21:00 PM	-	14.75	-	-	14.8	\$ 32.88	\$ 49.32	\$ 484.98	100 (BASE HOURLY)	









710 (POLICE SWORN)	MOORE, NICHOLAS	6/6/2020	6:33:00 AM	6/6/2020	6:15:00 PM	11.75	-	-	-	11.8	\$ 28.38	\$ 42.57	\$ 500.20	201 (OVERTIME POLICE)			
710 (POLICE SWORN)	MUNDAY, JONATHAN	6/6/2020	12:01:00 AM	6/6/2020	1:01:00 AM	-	-	1	-	1	\$ 31.31	\$ 46.97	\$ 31.31	405 (STAND BY)			
710 (POLICE SWORN)	ONDICH, JACOB	6/6/2020	7:36:00 PM	6/7/2020	12:00:00 AM	-	4.5	-	-	4.5	\$ 27.03	\$ 40.55	\$ 121.64	100 (BASE HOURLY)			
710 (POLICE SWORN)	PATRICK, KERI	6/6/2020	7:12:00 PM	6/7/2020	12:00:00 AM	-	4.75	-	-	4.75	\$ 28.38	\$ 42.57	\$ 134.81	100 (BASE HOURLY)			
710 (POLICE SWORN)	RAMSEY, JON	6/6/2020	6:51:00 AM	6/6/2020	6:07:00 PM	11.25	-	-	-	11.3	\$ 28.38	\$ 42.57	\$ 478.91	201 (OVERTIME POLICE)			
710 (POLICE SWORN)	RULSEH, TAYLOR	6/6/2020	7:21:00 PM	6/7/2020	12:00:00 AM	-	4.75	-	-	4.75	\$ 27.03	\$ 40.55	\$ 128.39	100 (BASE HOURLY)			
710 (POLICE SWORN)	STENHAUG, KELLAN	6/6/2020	6:28:00 AM	6/6/2020	6:07:00 PM	-	11.5	-	-	11.5	\$ 31.31	\$ 46.97	\$ 360.07	100 (BASE HOURLY)			
710 (POLICE SWORN)	WEBB, GABRIEL	6/6/2020	6:35:00 AM	6/6/2020	10:14:00 AM	-	3.75	-	-	3.75	\$ 27.03	\$ 40.55	\$ 101.36	100 (BASE HOURLY)			
710 (POLICE SWORN)	WEBB, GABRIEL	6/6/2020	10:14:00 AM	6/6/2020	5:59:00 PM	7.75	-	-	-	7.75	\$ 27.03	\$ 40.55	\$ 314.22	201 (OVERTIME POLICE)			
710 (POLICE SWORN)	WELLS, TODD	6/6/2020	6:35:00 AM	6/6/2020	7:35:00 PM	-	13	-	-	13	\$ 38.06	\$ 57.09	\$ 494.78	100 (BASE HOURLY)			
710 (POLICE SWORN)	WHEELER, SETH	6/6/2020	7:27:00 PM	6/7/2020	12:00:00 AM	-	4.5	-	-	4.5	\$ 34.52	\$ 51.78	\$ 155.34	100 (BASE HOURLY)			
710 (POLICE SWORN)	WILLIAMS, GARRETT	6/6/2020	12:00:00 AM	6/6/2020	6:33:00 AM	-	6.5	-	-	6.5	\$ 25.74	\$ 38.61	\$ 167.31	100 (BASE HOURLY)			
710 (POLICE SWORN)	WILLIAMS, GARRETT	6/6/2020	6:33:00 AM	6/6/2020	7:03:00 AM	0.5	-	-	-	0.5	\$ 25.74	\$ 38.61	\$ 19.31	201 (OVERTIME POLICE)			
710 (POLICE SWORN)	WILLIAMS, RYEANN	6/6/2020	10:25:00 AM	6/6/2020	10:18:00 PM	-	11.75	-	-	11.8	\$ 25.74	\$ 38.61	\$ 302.45	100 (BASE HOURLY)			
710 (POLICE SWORN)	WINTER, ZACHARY	6/6/2020	12:00:00 AM	6/6/2020	7:00:00 AM	-	7	-	-	7	\$ 38.06	\$ 57.09	\$ 266.42	100 (BASE HOURLY)			
710 (POLICE SWORN)	WINTER, ZACHARY	6/6/2020	12:00:00 AM	6/6/2020	1:00:00 AM	-	-	1	-	1	\$ 38.06	\$ 57.09	\$ 38.06	405 (STAND BY)			
													\$ 48,094.93				



**City of Cheyenne**  
 2101 O'Neil Avenue  
 Cheyenne, WY 82001  
 (307) 637-6374

# Invoice

Police

CASPER POLICE DEPARTMENT  
 201 NORTH DAVID STREET  
 CASPER WY 82601

Account Number	Bill Date
15060	06/12/2020
Invoice Number	
1462719	

**CURRENT CHARGES:**

Description	Quantity	Unit Price	Total Price
Police - Overtime SWAT overtime June 5-6, 2020			\$2,100.76
FOR BILLING INQUIRIES PLEASE CALL 307-637-6374 BETWEEN 8:00 A.M. AND 5:00 P.M., OR EMAIL US AT <a href="mailto:finance@cheyennecity.org">finance@cheyennecity.org</a> .	<b>TOTAL CURRENT CHARGES DUE</b>		<b>\$2,100.76</b>

A \$35.00 LATE FEE WILL BE CHARGED IF NOT PAID WITHIN 60 DAYS OF THE INVOICE DATE

RETAIN THIS PORTION FOR YOUR RECORDS

**PAYMENT METHODS**

- Check or money order made payable to the City of Cheyenne
- To pay with credit card, please pay in person, call 307-637-6330, or go to [www.cheyennecity.org](http://www.cheyennecity.org) and click "Pay Online".

Please remit full payment of this invoice upon receipt.

RETURN THIS PORTION OF BILL WITH PAYMENT. DO NOT SEND CASH.

Account Number	Invoice Number
15060	1462719
<b>TOTAL AMOUNT DUE UPON RECEIPT</b>	
\$2,100.76	
<b>PAYMENT AMOUNT ENCLOSED</b>	

CASPER POLICE DEPARTMENT  
 201 NORTH DAVID STREET  
 CASPER WY 82601



City of Cheyenne  
 2101 O'Neil Avenue Room 101  
 Cheyenne, WY 82001-3512



**SWAT To Casper 6/5-6/2020**

	6/5/2020	6/6/2020	In-kind	Regular		OT to be		TOTAL
	OT	OT		Rate	OT Rate	billed	In-kind	
DeBall	2	2.5	8	36.9953	57.3080	257.89	295.96	553.85
Durante	2	2.5	8	36.9953	58.0880	261.40	295.96	557.36
Fahling	2	2.5	8	32.3014	51.1371	230.12	258.41	488.53
Horne		2.5	10	32.3014	49.5321	123.83	323.01	446.84
Huff			12.5	27.0220	41.6139	0.00	520.17	520.17
Hutchinson	10	2.5		32.3014	50.1533	626.92	0.00	626.92
Keslar			12.5	48.5490	0.0000	0.00	606.86	606.86
Morgan	2	2.5	8	30.8083	48.1625	216.73	246.47	463.20
Smith, D		2.5	10	29.4690	44.2035	110.51	294.69	405.20
Walker			12.5	32.3014	50.1771	0.00	403.77	403.77
	<u>18</u>	<u>17.5</u>	<u>89.5</u>			<u>1827.38</u>	<u>3245.31</u>	<u>5072.69</u>
Benefits						273.38	485.50	758.88
						<u>2100.76</u>	<u>3730.81</u>	<u>5831.57</u>

\*\* Does not include in-kind provided by Laramie County SO deputy  
 Fuel and food provided in-kind

June 10, 2020

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Ethan Yonker, P.E., Associate Engineer

SUBJECT: Information regarding the bid received from Treto Construction, LLC, for the Midwest Avenue Reconstruction- Elm Street to Walnut Street Project No. 18-066

Meeting Type & Date

Pre-Meeting  
June 16, 2020

Action Type

Information Only

Recommendation

Summary

Bids for the Midwest Avenue Reconstruction Project from Elm Street to Walnut Street were received on May 27, 2020. This project is for the reconstruction of Midwest Avenue from Elm Street to Walnut Street and includes pavement, sidewalk, utility replacement, overhead to underground power conversion, landscaping, lighting, and bike path installation.

The City of Casper was awarded a Transportation Alternative Program (TAP) grant from the Wyoming Department of Transportation (WYDOT) for a portion of the Midwest Avenue Reconstruction Elm to Walnut Project. These federal funds require that the successful bidder have an active registration on Sam.gov for non-suspension or debarment. Treto Construction failed to register and/or renew their registration with Sam.gov. Active Sam.gov registration was included as a requirement of bidding in the bidding documents and discussed in detail during the Preconstruction meeting. The meeting minutes for the preconstruction meeting, which included the WYDOT requirements, were included in Addendum #1 which Treto Construction acknowledged receipt of as part of their bid package. Sam.gov is the System for Award Management (SAM) and is an official website of the U.S. government. SAM allows contractors to register to do business with the U.S. government, update and renew registrations, and check the status of registration. Owners are able, and required on projects that contain any federal funds, to search for entity registration and exclusion records on Sam.gov prior to awarding a contract.

Treto Construction currently holds several contracts with the City of Casper for which liquidated damages are being assessed. The Midwest Avenue Reconstruction, David Street to Elm Street project has a contract substantial completion of October 30, 2019, and a contract final Completion of November 20, 2019. Treto Construction was granted a winter shutdown from February 13, 2020 through March 31, 2020. Despite the assessment of liquidated damages, there are still pay items that have not been completed for the project as of the date of this memo. A project walkthrough to develop a punchlist has not been completed. City Staff has contacted Treto's bonding company to enquire about making a claim.

The North Beverly Street Improvements project has a contract substantial completion of October 31, 2019, and a contract final completion (including a winter shutdown included in Change Order #1) of June 15, 2020. Treto Construction started work following the winter shutdown on May 4<sup>th</sup>. Substantial Completion has not yet been granted as of the date of this letter. It is anticipated that substantial completion will be achieved by June 12, 2020, and final completion is anticipated by June 19, 2020.

Mike Lansing Storm Sewer Project was awarded March 17, 2020 and Notice to Proceed was issued April 16, 2020. Contract substantial completion is May 29, 2020, and contract final completion is June 19, 2020. Treto Construction did not begin work until May 27, 2020. It is anticipated that substantial completion will be achieved by June 12, 2020, with final completion to follow shortly after.

Financial Considerations

Total assessed liquidated damages to date are, \$80,500.00 for Midwest Avenue, \$50,000.00 North Beverly, and \$7,000.00 for Mike Lansing. Total liquidated damages for these projects to date is \$137,500.00.

Oversight/Project Responsibility

WWC Engineering, Consultant (Midwest Avenue)

CEPI (North Beverly)

Ethan Yonker, P.E., Associate Engineer, Public Services (Midwest Avenue)

Andrew Colling, Engineering Technician II, Public Services (North Beverly)

Scott R. Baxter, P.E., Associate Engineer, Public Services (Mike Lansing)

Attachments

None