

COUNCIL MEETING AGENDA

Casper City Council

Video Conference Call

Tuesday, April 21, 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 307-235-8215.

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

AGENDA

1. ROLL CALL
2. CONSIDERATION OF MINUTES OF THE APRIL 7, 2020 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON APRIL 13, 2020

We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

3. CONSIDERATION OF MINUTES OF THE APRIL 7, 2020 EXECUTIVE SESSION – PERSONNEL AND POTENTIAL LITIGATION

4. CONSIDERATION OF BILLS AND CLAIMS

5. COMMUNICATIONS

A. From Persons Present

6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish May 5, 2020, as the Public Hearing Date for Consideration of:

a. Text Amendment to Chapter 8.40 of the Casper Municipal Code, Pertaining to **Litter Control**.

7. PUBLIC HEARINGS

A. Ordinance

1. Amendments to the **Liquor License Ordinances 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, 5.08.535.**

2. Text Amendment to Chapter 17.68 of the Casper Municipal Code Pertaining to **Gaming/Gambling in the C-4 (Highway Business) Zoning District.**

8. SECOND READING ORDINANCES

A. Annexation and Plat Creating the **Sontrust No. 1 Addition** to the City of Casper, and Zoning of said Addition as R-3 (One to Four Unit Residential).

1. Communications from Persons Present

B. Creation of **Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements.**

1. Communications from Persons Present

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9. RESOLUTIONS

A. Consent

1. Authorizing Submission of a Grant Application to the **U.S. Department of Transportation** for a **2020 BUILD Transportation Discretionary Grant for Midwest Avenue Improvements**.
2. Approving and Adopting the **2020 Casper Area Wayfinding Master Plan**.
3. Approving a Vacation and Replat Creating **Elkhorn Village Addition No. 2**, and the Associated Subdivision Agreement.
4. Authorizing a One-Year Contract with **AAA Landscaping** for **Clean-up of Weeds and Trash Covered Properties** for Code Enforcement.
5. Authorizing a One-Year Contracts with **B&B Sales and Service** for **Clean-up of Weeds and Trash Covered Properties** for Code Enforcement.
6. Authorizing a One-Year Contract with **Brian's Go To Service** for **Clean-up of Weeds and Trash Covered Properties** for Code Enforcement.
7. Authorizing a One-Year Contract with **Wyoming Longhorn Landscaping, Inc.** for **Clean-up of Weeds and Trash Covered Properties** for Code Enforcement.
8. Approving the Vacation and Replat of Lots 1, 2, 18, 19 and a Portion of Lots 20, 21 and 22 Sunrise Hills No. 3 Addition, as the **Irwin Addition** and the Associated Subdivision Agreement.
9. Authorizing an Agreement with **Installation and Service Company, Inc.**, in the Amount of \$837,437, for the **2020 East 21st Street Reconstruction Project**.
10. Authorizing an Agreement with Transmission Distribution Service, LLC, dba **TDS Construction**, in the Amount of \$146,517.28, for the **CEC Walk-In Cooler and Freezer Replacements Project**.
11. Authorizing an Agreement with **Advance Casper**, in the Amount of \$10,000, for **Federal Grant Writing in Partnership with Sustainable Strategies, DC (S2)**.
12. Accepting a Memorandum of Understanding with **United States Department of Interior, Bureau of Land Management, Casper Field Office** to Provide Expertise and Resources for the Platte River Revival.
13. Authorizing the Sale of a **2001 Ford E-350 Transit Conversion Van (Unit #42)** to the **Wyoming Rescue Mission**.

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10. MINUTE ACTION

A. Authorizing **Changes to Casper's Council for People with Disabilities**, Including **Changing the Name** to Casper's Council of People with Disabilities, Necessary Revisions to the **Bylaws**, and the **Appointment of Four (4) New Members** to Replace Several Members who have Resigned.

B. Consent

1. Authorizing the Purchase of One (1) New **Half-Ton Extended Cab Pickup Truck with Eight-Foot Bed**, from **Greiner Motors**, Casper, Wyoming, in the Total Amount of \$28,532, for Use by the Parks Division of the Parks and Recreation Department.
2. Reject Bids from **Big West Landscaping, LLC, D.Q., Commercial/Land Service Maintenance**, and **Two Brothers Lawn Services, LLC** for **Clean-up of Weeds and Trash Covered Properties** for Code Enforcement.

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

12. ADJOURN INTO EXECUTIVE SESSION – LAND ACQUISITION AND PERSONNEL

13. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, May 5, 2020– Location tentative

6:00 p.m. Tuesday, May 19, 2020 – Location tentative

Work sessions

4:30 p.m. Tuesday, April 28, 2020 – Location tentative

4:30 p.m. Tuesday, May 12, 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
April 7, 2020

1. ROLL CALL

Casper City Council met in regular session at 6:08 p.m., Tuesday, April 7, 2020. Present at City Hall: Mayor Freel and Councilmember Pacheco. Councilmembers Bates, Cathey, Hopkins, Huber, Johnson, Lutz, Pacheco, and Powell attended via conference call.

2. MINUTES

Moved by Councilmember Powell, seconded by Councilmember Hopkins, to, by minute action, approve the minutes of the March 17, 2020, regular Council meeting, as published in the Casper-Star Tribune on March 27, 2020. Motion passed.

3. EXECUTIVE SESSION MINUTES

Moved by Councilmember Pacheco, seconded by Councilmember Powell, to, by minute action, approve the minutes of the March 17, 2020, executive session. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Hopkins, seconded by Councilmember Lutz, to, by minute action, approve payment of the April 7, 2020, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 04/07/20		
307CollsnCtr	Services	2,308.98
71Const	Services	2,042.60
AMBI	Services	1,060.95
AAALndscpng	Services	50.00
Adecco	Services	1,164.00
Airgas	Goods	644.12
AllianceElect	Services	1,960.00
Alsco	Services	449.53
Amerigas	Goods	693.09
AtlasOffice	Goods	4,982.94
AtlasRepro	Services	175.74
B32Eng	Services	5,448.79
BankofAmerica	Goods	190,941.55
BlackHillsEnrgy	Utilities	37,146.85
BlackmanProp	Services	2,623.50
Bloedorn	Goods	257.40
BMartin	Reimb	224.40
Brenntag	Goods	11,454.01
Caselle	Services	75.00
CLynch	Reimb	136.49
CsprAmtHcky	Services	2,714.29
CsprElectric	Services	1,963.50

CsprNC	Services	680.00
CsprPblcUt	Utilities	391,131.21
CsprStarTrib	Ads	6,361.60
CsprTire	Goods	80.00
CenturyLink	Services	15,645.60
CH2MHill	Services	10,599.54
Chrter	Services	84.67
Chromascape	Goods	4,095.21
CtyofCspr	Services	144,459.94
CMITeco	Goods	601,916.29
CllctnCtr	Services	1,334.15
CommctnTech	Goods	21,689.15
CmprssnLsing	Goods	3,981.42
CnsltdElect	Goods	1,097.86
CPU	Goods	14,579.10
Convergeone	Goods	3,074.37
CRickett	Reim	47.24
CrimeSceneInfo	Services	109.87
CrwnConst	Services	87,621.50
DalcoInd	Goods	281.12
DawsonInfra	Goods	3,386.52
Dell	Services	53,883.69
DFS	Services	130.00
DesertMtn	Goods	87,511.67
DigitalSkylns	Goods	1,195.00
DooleyOil	Goods	49,270.65
EnergyLabs	Services	137.00
EngnrngDsgn	Services	625.00
FirstData	Goods	412.00
FIB	Services	620.00
FrstIdea	Services	10,500.00
FremontMtrShrdn	Goods	118,725.00
GSchenfisch	Services	330.00
Galls	Services	333.20
GemCityRfng	Goods	19,739.80
GeosyntcCnstnts	Services	3,099.81
GlobalEquip	Services	2,298.13
GlobalSpectrum	Services	82,909.91
GolderAssoc	Services	10,183.50
HABsbl	Services	750.00
HaassConst	Services	107,405.77
HDREng	Services	10,037.92
Homax	Goods	12,573.28
HonnenEquip	Goods	7,149.73
IMSInfrast.	Services	7,476.75

IndtrlCntner	Goods	4,077.82
ITCElect	Goods	6,758.19
JWilhelm	Reimb	409.09
JWilhelmcoCsprPD	Services	1,221.55
KRollison	Reimb	134.99
Kubwater	Services	5,618.85
LawOffHmptnYng	Services	2,700.00
LisasSpnSpn	Services	645.00
LongBldgTech	Services	1,469.00
MJohnson	Refund	114.27
MotionFlow	Goods	102.44
Motorola	Utilities	1,700.98
MtnStatesLitho	Services	1,640.29
MtnStatesPipe	Goods	1,700.00
MtnWst	Services	1,503.74
MtnWstPipe	Goods	250.00
NAPA	Goods	91,681.72
NCHCorp	Goods	1,275.00
NCHHealth	Services	45,225.00
NCSheriff	Services	263,338.52
Nelson/Nygaard	Services	30,106.19
Nicolaysen	Funding	1,026.94
OneCallWy	Goods	821.50
Pantheon	Goods	191.58
Pedens	Services	134.00
Pharmchem	Services	250.00
PstlPrs	Services	11,820.30
RButler	Reimb	1,215.00
RDGIA	Services	17,100.00
RgncyMdwst	Services	1,109.96
RGriffith	Goods	150.00
Ricoh	Goods	43.65
RIntTech	Goods	7,334.00
ROgden	Reimb	24.22
RckyMtnPwr	Utilities	147,746.15
RouterSvrSvcs	Services	906.00
RsslInd	Goods	7,847.40
SftyKleenSyst	Services	425.00
SchanePblshng	Services	895.00
SkylineRnchs	Services	212.69
StofWY	Services	5,937.83
Stwrt&Stvnsn	Goods	29,868.13
TGilbert	Reimb	829.50
ThyssenkruppElvtr	Services	991.50
TopOffice	Services	358.19

Tweeds	Goods	297.32
UHSoFWY	Services	500.00
Uniforms2Gear	Goods	6,366.32
UnitedWay	Funding	946.94
Urgent Care	Services	1,848.00
Verizon	Services	2,540.70
VRCCo	Goods	365.30
WWCEng	Services	12,232.50
WardwellWtr	Services	29.68
WtrTech	Goods	1,396.43
WearPrts	Goods	111.72
WstrnMedAssoc	Services	18,705.00
WestlandPrk	Services	1,528.89
WiredElect	Services	46,706.33
WLCEng	Services	37,464.13
Wydot	Services	122.00
WyMachinry	Goods	350.90
WMC	Services	554.90
WySteel	Goods	4,298.10
Xerox	Goods	221.08
Total		3,003,569.32

5. COMMUNICATIONS FROM PERSONS PRESENT

The following individuals addressed Council via telephone: Paul Hack, requesting permission to provide community members with small, positive yard signs; Jim Gleason, requesting community garden spots; Joe Touns, Centennial Hills Home Owners Association, requesting controls to limit construction debris; Keith Rolland, requesting the distribution of federal tax forms; and Daniel Rodriguez inquiring about shelter in place or other restrictions to control the COVID-19 pandemic. Councilmembers addressed questions from several of the citizens and also asked questions, which were addressed by the City Manager, Mayor, and the citizens.

6. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Huber, to, by minute action: establish April 21, 2020, as the public hearing date for the consideration of liquor license sanctions/update and open container; and a text amendment to Chapter 17.68 of the Casper Municipal Code pertaining to Gaming/Gambling in the C-4 (Highway Business) Zoning District. Motion passed.

7.A.1 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the Sontrust No. 1 Addition.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated March 24, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated March 10, 2020. City Manager Napier provided a brief report.

Speaking in support via telephone was Tim Koslowsky, developer. There being no others to speak for or against the issues involving the Sontrust Addition No. 1, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 7-20
AN ORDINANCE APPROVING THE ANNEXATION, PLAT
AND SUBDIVISION AGREEMENT FOR THE SONTRUST NO.
1 ADDITION TO THE CITY OF CASPER; AND ZONING SAID
ADDITION R-3 (ONE TO FOUR UNIT RESIDENTIAL).

Councilmember Pacheco presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Powell. Mayor Freel abstained. Motion passed.

7.A.2 PUBLIC HEARING - ORDINANCE

Mayor Freel opened the public hearing for the consideration of the creation of Local Assessment District 157 – Arrowhead Road and Jade Avenue Roadway Improvements.

City Attorney Henley entered two (2) exhibits: correspondence from Andrew Beamer to J. Carter Napier, dated March 11, 2020 and an affidavit of publication, as published in the Casper-Star Tribune, dated April 1, 2020. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving Local Assessment District 157, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 8-20
AN ORDINANCE CREATING CITY OF CASPER, WYOMING,
LOCAL ASSESSMENT DISTRICT NO. 157 (HEREINAFTER
CALLED THE “DISTRICT”); ORDERING THE
CONSTRUCTION OF IMPROVEMENTS THEREIN;
DESCRIBING THE SAME, DIRECTING THE PREPARATION
OF PLANS AND SPECIFICATIONS THEREFOR; PROVIDING
FOR THE PUBLICATION OF NOTICE TO CONTRACTORS;
FIXING THE BOUNDARIES OF SAID DISTRICT; RATIFYING
ACTION PREVIOUSLY TAKEN; AND, PRESCRIBING
DETAILS IN CONNECTION WITH SAID DISTRICT.

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

8.A ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 4-40
AN ORDINANCE APPROVING A REPLAT, SUBDIVISION
AGREEMENT AND ZONE CHANGE FOR THE PROPOSED
GARDEN CREEK SQUARE ADDITION NO. 2 SUBDIVISION
IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat the Garden Creek Square Addition to create the Garden Creek Square Addition No. 2; and,
WHEREAS an application has been made to rezone all of the above-described lots from zoning classification PUD (Planned Unit Development) to R-4 (High Density Residential); and,
WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the replat upon third reading of this ordinance; and,
WHEREAS, this platting and rezoning requires approval by ordinance following a public hearing; and,
WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the replat and zone change requests; and,
WHEREAS, the governing body of the City of Casper finds that the above-described zone change, 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 above-described zone change is hereby approved.

SECTION 2:

The replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

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 3rd day of March, 2020.

PASSED on 2nd reading the 17th day of March, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 7th day of April, 2020.

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

No citizens spoke on the ordinance. Mayor Freel abstained. Motion passed.

8.B ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 5-20

AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PROPOSED GREENWAY PARK III ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat a portion of Tract F and All of Tract G, H, and Lots 1-32, Greenway Park II as, Greenway Park III Addition; and,
WHEREAS an application has been made to rezone all of the above-described lots from zoning classification PUD (Planned Unit Development) to PUD (Planned Unit Development) for Lot 1, Block 6; R-3 (One to Four Unit Residential) for Blocks 1 & 5; and R-2 (One Unit Residential) for Blocks 2, 3 & 4; and,
WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the replat upon third reading of this ordinance; and,

WHEREAS, this vacation, replatting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the replat and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above-described zone change, 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 above-described zone change is hereby approved as follows:

- Lot 1, Block 6 — PUD (Planned Unit Development)
- Blocks 1 & 5 — R-3 (One to Four Unit Residential)
- Blocks 2, 3 & 4 — R-2 (One Unit Residential)

SECTION 2:

The replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

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 3rd day of March, 2020.

PASSED on 2nd reading the 17th day of March, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 7th day of April, 2020.

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

No citizens spoke on the ordinance. Mayor Freel abstained. Motion passed.

8.C ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 6-20

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PROPOSED KENSINGTON HEIGHTS ADDITION NO. 1 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to replat the Cambridge Addition to create the Kensington Heights Addition No. 1; and,

WHEREAS an application has been made to rezone all of the above-described lots from zoning classification PUD (Planned Unit Development) to R-2 (One Unit Residential); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the replat upon third reading of this ordinance; and,

WHEREAS, this platting and rezoning requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the replat and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above-described zone change, 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 above-described zone change is hereby approved.

SECTION 2:

The replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

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 3rd day of March, 2020.

PASSED on 2nd reading the 17th day of March, 2020.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 7th day of April, 2020.

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

No citizens spoke on the ordinance. Mayor Freel abstained. Motion passed.

9.A RESOLUTION

Following resolution read:

RESOLUTION NO. 20-60
A RESOLUTION AUTHORIZING A DELEGATION OF
AUTHORITY FOR COVID-19 RESPONSE

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

Council discussed the item briefly and voted on the resolution. Motion passed.

RESOLUTION – NOT ON AGENDA

Moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to, by resolution authorize the Natrona County, Wyoming joint delegation of authority for COVID-19 response. City Manager Napier provided a brief report. Motion passed, resolution number and title follow.

RESOLUTION NO. 20-72
NATRONA COUNTY, WYOMING JOINT DELEGATION OF
AUTHORITY FOR COVID-19 RESPONSE RESOLUTION.

9.B CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 20-61
A RESOLUTION AUTHORIZING AN AGREEMENT WITH
THE CENTRAL WYOMING REGIONAL WATER SYSTEM
JOINT POWERS BOARD FOR THE 2020 ROOF
REPLACEMENT PROJECT FOR THE CITY OF CASPER AND
THE REGIONAL WATER SYSTEM.

RESOLUTION NO. 20-62

A RESOLUTION GRANTING AN ENERGY EFFICIENT COMMERCIAL BUILDING DEDUCTION FOR THE BALER BUILDING/MRF EXPANSION PROJECT, 13-50.

RESOLUTION NO. 20-63

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WHARTON ASPHALT LLC FOR THE RESIDENTIAL CRACK SEALING, PROJECT NO. 19-035.

RESOLUTION NO. 20-64

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SHEET METAL SPECIALTIES, INC., FOR THE AQUATICS AND RECREATION CENTER HVAC REPLACEMENTS, PROJECT NO. 19-049.

RESOLUTION NO. 20-65

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SWi, LLC, FOR THE EVENTS CENTER FENCING PROJECT NO. 19-066.

RESOLUTION NO. 20-66

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE 2020 CPU ASPHALT REPAIR PROJECT NO. 20-001.

RESOLUTION NO. 20-67

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, INC, FOR THE MISCELLANEOUS CONCRETE AND STORM SEWER REPAIRS PROJECT NO. 19-047.

RESOLUTION NO. 20-68

A RESOLUTION AUTHORIZING REAL PROPERTY LEASE NO. 8-09733 BETWEEN STATE OF WYOMING, DEPARTMENT OF ADMINISTRATION & INFORMATION, GENERAL SERVICES DIVISION AND THE CITY OF CASPER.

RESOLUTION NO. 20-69

A RESOLUTION ESTABLISHING ANNEXATION POLICY FOR PROVIDING CITY SERVICES TO OUTSIDE PROPERTY.

RESOLUTION NO. 20-70

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES, INC. FOR THE SOLID WASTE MONITORING UPGRADES AND LANDFILL CELL PLANNING, PROJECT NO. 20-016.

RESOLUTION NO. 20-71
A RESOLUTION AUTHORIZING A CONTRACT FOR
PROFESSIONAL SERVICES WITH GOLDER ASSOCIATES,
INC. FOR THE CLOSED BALEFILL MONITORING
UPGRADES, PROJECT NO. 20-017.

Councilmember Pacheco presented the foregoing eleven (11) resolutions for adoption. Seconded by Councilmember Johnson. Motion passed.

10. MINUTE ACTION— CONSENT

Moved by Councilmember Hopkins, seconded by Councilmember Lutz, to, by consent minute action, approve the transfer of ownership for Restaurant Liquor License No. 31, Himalayan Indian Cuisine, LLC, d/b/a Himalayan Indian Cuisine, located at 232 East 2nd Street Suite 100B. Motion passed.

11. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke on meetings they attended and many thanked staff, community members and first responders for their efforts during this difficult time. Mayor Freel provided more information on the joint efforts of community leaders to limit the spread of the virus and to anticipate and prepare for future needs. He further explained the need for the joint resolution delegating authority for the COVID-19 response.

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, April 14, 2020, as a video conference call; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, April 21, 2020, with the location to be determined.

At 7:32 p.m., it was moved Councilmember Pacheco, seconded by Councilmember Hopkins, to adjourn into executive session to discuss personnel and potential litigation. Motion passed.

At 8:29 p.m., it was moved by Councilmember Pacheco, seconded by Councilmember Hopkins, to adjourn the executive session. Motion passed.

13. ADJOURNMENT

At 8:30 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Lutz, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

City of Casper - Bills and Claims for April 21, 2020

0970 CED

0970 CED	City Council	ELECTRICAL PARTS AND EQUIPMENT	\$115.00
<i>0970 CED - Total For City Council</i>			<i>\$115.00</i>
0970 CED - ALL DEPARTMENTS			\$115.00

307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Claim no. 2580CA Repairs on 660234	\$217.66
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$217.66</i>
307 COLLISION - ALL DEPARTMENTS			\$217.66

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	EZ Street- Bulk	\$2,023.00
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$2,023.00</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$2,023.00

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Council	CCPD Disability Day poster	\$58.80
<i>A.M.B.I. & SHIPPING, - Total For City Council</i>			<i>\$58.80</i>
A.M.B.I. & SHIPPING,	Engineering	Postage	\$128.65
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			<i>\$128.65</i>
A.M.B.I. & SHIPPING,	Ft. Caspar Museum	Postage	\$12.00
<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar Museum</i>			<i>\$12.00</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage	\$29.27
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			<i>\$29.27</i>
A.M.B.I. & SHIPPING,	Metro Animal Shelter	Postage	\$12.48
<i>A.M.B.I. & SHIPPING, - Total For Metro Animal Shelter</i>			<i>\$12.48</i>
A.M.B.I. & SHIPPING,	Municipal Court	Postage	\$264.68
<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			<i>\$264.68</i>
A.M.B.I. & SHIPPING,	Planning - Admin	Postage	\$71.22
<i>A.M.B.I. & SHIPPING, - Total For Planning - Admin</i>			<i>\$71.22</i>
A.M.B.I. & SHIPPING,	Police Administration	Postage	\$480.86

<i>A.M.B.I. & SHIPPING, - Total For Police Administration</i>			<i>\$480.86</i>
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$9.30
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage	\$3.98
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			<i>\$13.28</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage	\$10.43
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$10.43</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$1,081.67

ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract Labor	\$582.00
ADECCO USA, INC.	Balefill - Disposal & Landfill	Temp traffic control employee	\$232.80
ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract labor	\$465.60
<i>ADECCO USA, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,280.40</i>
ADECCO USA, INC. - ALL DEPARTMENTS			\$1,280.40

AHERN RENTALS INC

AHERN RENTALS INC	Balefill - Disposal & Landfill	Fix pressure washer	\$155.00
<i>AHERN RENTALS INC - Total For Balefill - Disposal & Landfill</i>			<i>\$155.00</i>
AHERN RENTALS INC	Refuse - Residential	Buckshot pressure washer soap	\$541.40
AHERN RENTALS INC	Refuse - Residential	Pressure washer soap	\$1,232.80
<i>AHERN RENTALS INC - Total For Refuse - Residential</i>			<i>\$1,774.20</i>
AHERN RENTALS INC - ALL DEPARTMENTS			\$1,929.20

AIRGAS USA LLC

AIRGAS USA LLC	City Council	Covid 19 PPE	\$473.28
AIRGAS USA LLC	City Council	Covid 19 PPE	\$1,235.71
AIRGAS USA LLC	City Council	Covid 19 PPE	\$383.10
<i>AIRGAS USA LLC - Total For City Council</i>			<i>\$2,092.09</i>
AIRGAS USA LLC	Refuse - Residential	Latex Gloves	\$226.30
AIRGAS USA LLC	Refuse - Residential	First Aid Kits	\$86.97
<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			<i>\$313.27</i>
AIRGAS USA LLC - ALL DEPARTMENTS			\$2,405.36

ALBERTSONS #0060

ALBERTSONS #0060	Fire-EMS Prevent & Inspect	Donuts	\$11.75
<i>ALBERTSONS #0060 - Total For Fire-EMS Prevent & Inspect</i>			<i>\$11.75</i>
ALBERTSONS #0060 - ALL DEPARTMENTS			\$11.75

ALBERTSONS #0062

ALBERTSONS #0062	WWTP - Operations	Toilet paper	\$11.98
<i>ALBERTSONS #0062 - Total For WWTP - Operations</i>			<i>\$11.98</i>
ALBERTSONS #0062 - ALL DEPARTMENTS			\$11.98

ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	Refuse - Residential	STRAPS	\$60.00
<i>ALL OUT FIRE EXTINGU - Total For Refuse - Residential</i>			<i>\$60.00</i>
ALL OUT FIRE EXTINGU - ALL DEPARTMENTS			\$60.00

ALL TREES, LLC

ALL TREES, LLC	Weed & Pest Fund	Pesticide Certification Class	\$90.00
<i>ALL TREES, LLC - Total For Weed & Pest Fund</i>			<i>\$90.00</i>
ALL TREES, LLC - ALL DEPARTMENTS			\$90.00

ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL	Balefill - Disposal & Landfill	Fix plastics compactor	\$2,597.75
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Disposal & Landfill</i>			<i>\$2,597.75</i>
ALLIANCE ELECTRIC LL	Balefill - Diversion & Special	Water shack repairs	\$494.27
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Diversion & Special</i>			<i>\$494.27</i>
ALLIANCE ELECTRIC LL - ALL DEPARTMENTS			\$3,092.02

ALLIANT INSURANCE SV

ALLIANT INSURANCE SV	City Clerk	20-21 Public Official bond Fleur Tremel	\$100.00
<i>ALLIANT INSURANCE SV - Total For City Clerk</i>			<i>\$100.00</i>

ALLIANT INSURANCE SV - ALL DEPARTMENTS**\$100.00****ALLIANZ TRAVEL INS**

ALLIANZ TRAVEL INS	Police Administration	travel insurance	\$28.90
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<i>ALLIANZ TRAVEL INS - Total For Police Administration</i>			<i>\$28.90</i>
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ALLIANZ TRAVEL INS - ALL DEPARTMENTS**\$28.90****ALLURETECH**

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

ALSCO	Balefill - Disposal & Landfill	Floor mats	\$53.50
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ALSCO	Balefill - Disposal & Landfill	Floor mats	\$53.50
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<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$107.00</i>
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ALSCO	City Council	Towels, Laundry	\$33.69
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<i>ALSCO - Total For City Council</i>			<i>\$33.69</i>
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ALSCO	Streets	March 2020 Uniforms	\$491.20
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<i>ALSCO - Total For Streets</i>			<i>\$491.20</i>
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ALSCO - ALL DEPARTMENTS**\$631.89****ALTITUDE VETERINARY**

ALTITUDE VETERINARY	Police Animal Control	Animal hoarding cases vet bills	\$3,219.90
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<i>ALTITUDE VETERINARY - Total For Police Animal Control</i>			<i>\$3,219.90</i>
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ALTITUDE VETERINARY - ALL DEPARTMENTS**\$3,219.90****AM SIGNAL, INC.**

AM SIGNAL, INC.	Traffic Control	2 boxes of red balls for Traffic signals	\$469.02
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<i>AM SIGNAL, INC. - Total For Traffic Control</i>			<i>\$469.02</i>
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AM SIGNAL, INC. - ALL DEPARTMENTS**\$469.02**

Amazon Prime

Amazon Prime	Fleet Maintenance Fund	ANNUAL PRIME MEMBERSHIP FEE	\$119.00
<i>Amazon Prime - Total For Fleet Maintenance Fund</i>			<i>\$119.00</i>
Amazon Prime - ALL DEPARTMENTS			\$119.00

AMAZON.COM IN1PZ2YP3

AMAZON.COM IN1PZ2YP3	Weed & Pest Fund	Fuel Cabinet for Weed & Pest	\$1,009.81
<i>AMAZON.COM IN1PZ2YP3 - Total For Weed & Pest Fund</i>			<i>\$1,009.81</i>
AMAZON.COM IN1PZ2YP3 - ALL DEPARTMENTS			\$1,009.81

AMAZON.COM OR9SY3KH3

AMAZON.COM OR9SY3KH3	Police Administration	10 copies of how to win friends and influence p	\$139.70
<i>AMAZON.COM OR9SY3KH3 - Total For Police Administration</i>			<i>\$139.70</i>
AMAZON.COM OR9SY3KH3 - ALL DEPARTMENTS			\$139.70

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Disposal & Landfill	Forklift fuel	\$82.95
AMERIGAS - CASPER	Balefill - Disposal & Landfill	Esb building heat	\$865.48
<i>AMERIGAS - CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$948.43</i>
AMERIGAS - CASPER	Regional Water Operations	Forklift fuel	\$11.92
<i>AMERIGAS - CASPER - Total For Regional Water Operations</i>			<i>\$11.92</i>
AMERIGAS - CASPER - ALL DEPARTMENTS			\$960.35

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Refuse - Recycling	222285 Grip Cylinder	\$1,471.26
AMERI-TECH EQUIPMENT	Refuse - Recycling	222263 Repairs	\$2,050.92
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Recycling</i>			<i>\$3,522.18</i>
AMERI-TECH EQUIPMENT - ALL DEPARTMENTS			\$3,522.18

AMZN Mktp US

AMZN Mktp US	Code Enforcement	BOOK STORES (Docking Station)	\$97.65
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<i>AMZN Mktp US - Total For Code Enforcement</i>			<i>\$97.65</i>
AMZN Mktp US	Ft. Caspar Museum	Collection Supplies	\$8.99
<i>AMZN Mktp US - Total For Ft. Caspar Museum</i>			<i>\$8.99</i>
AMZN Mktp US	Parks - Parks Maint.	Office Supplies	\$323.17
<i>AMZN Mktp US - Total For Parks - Parks Maint.</i>			<i>\$323.17</i>
AMZN Mktp US	Police Grants Fund	intranasal naloxone trainer kit	\$30.79
<i>AMZN Mktp US - Total For Police Grants Fund</i>			<i>\$30.79</i>
AMZN Mktp US	Weed & Pest Fund	Training material Text	\$85.63
AMZN Mktp US	Weed & Pest Fund	Office Supplies	\$969.53
AMZN Mktp US	Weed & Pest Fund	Desk	\$430.90
AMZN Mktp US	Weed & Pest Fund	Chairs for P&R IV office	\$287.99
<i>AMZN Mktp US - Total For Weed & Pest Fund</i>			<i>\$1,774.05</i>
AMZN Mktp US - ALL DEPARTMENTS			\$2,234.65

ARCADIA PUBLISHING

ARCADIA PUBLISHING	General Fund	Books for resale in gift shop	\$539.27
<i>ARCADIA PUBLISHING - Total For General Fund</i>			<i>\$539.27</i>
ARCADIA PUBLISHING - ALL DEPARTMENTS			\$539.27

ARROWHEAD HEATING &

ARROWHEAD HEATING &	Balefill - Disposal & Landfill	March filter change	\$180.00
ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Labor and repairs	\$1,604.73
<i>ARROWHEAD HEATING & - Total For Balefill - Disposal & Landfill</i>			<i>\$1,784.73</i>
ARROWHEAD HEATING & - ALL DEPARTMENTS			\$1,784.73

AT&T 051221271100

AT&T 051221271100	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$113.57
<i>AT&T 051221271100 - Total For Public Safety Communications</i>			<i>\$113.57</i>
AT&T 051221271100 - ALL DEPARTMENTS			\$113.57

AT&T BILL PAYMENT

AT&T BILL PAYMENT	Streets	Monthly charges for Traffic tablets	\$6.48
<i>AT&T BILL PAYMENT - Total For Streets</i>			<i>\$6.48</i>

AT&T BILL PAYMENT - ALL DEPARTMENTS**\$6.48****AT&T PREMIER EBIL**

AT&T PREMIER EBIL	Police Administration	TELECOMMUNICATION SERV.INCLUD. LOCAL/L.	\$8,086.60
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<i>AT&T PREMIER EBIL - Total For Police Administration</i>			<i>\$8,086.60</i>
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AT&T PREMIER EBIL - ALL DEPARTMENTS**\$8,086.60****ATLANTIC ELECTRIC, I**

ATLANTIC ELECTRIC, I	Balefill - Disposal & Landfill	Repair motion sensor in break room	\$572.18
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<i>ATLANTIC ELECTRIC, I - Total For Balefill - Disposal & Landfill</i>			<i>\$572.18</i>
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ATLANTIC ELECTRIC, I - ALL DEPARTMENTS**\$572.18****ATLAS OFFICE PRODUCT**

ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$33.49
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ATLAS OFFICE PRODUCT	City Attorney	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$6.97
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<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$40.46</i>
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ATLAS OFFICE PRODUCT	City Council	Cleaning and sanitizing supplies for COVID19	\$27.52
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ATLAS OFFICE PRODUCT	City Council	Cleaning and sanitizing supplies for COVID19	\$43.81
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ATLAS OFFICE PRODUCT	City Council	Cleaning and sanitizing supplies for COVID19	\$27.64
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<i>ATLAS OFFICE PRODUCT - Total For City Council</i>			<i>\$98.97</i>
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ATLAS OFFICE PRODUCT	Code Enforcement	PAPER, SCOTCH TAPE, PENS, CALCULATOR TAPE	\$32.11
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<i>ATLAS OFFICE PRODUCT - Total For Code Enforcement</i>			<i>\$32.11</i>
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ATLAS OFFICE PRODUCT	Customer Service	MARLENE'S PRINTER CARTRIDGE	\$45.69
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ATLAS OFFICE PRODUCT	Customer Service	Printer Cartridge	\$206.38
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ATLAS OFFICE PRODUCT	Customer Service	PAPER/LABELS/ENVELOPES/GLOVES/PENCILS/C	\$303.98
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ATLAS OFFICE PRODUCT	Customer Service	BECKI CALENDAR	\$12.92
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ATLAS OFFICE PRODUCT	Customer Service	CARTRIDGES/CALENDAR	\$34.85
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ATLAS OFFICE PRODUCT	Customer Service	RITA CALENDAR	\$15.68
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ATLAS OFFICE PRODUCT	Customer Service	STAPLES/COPY PAPER	\$19.27
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ATLAS OFFICE PRODUCT	Customer Service	RCPT BOOK/PRINTER CARTRIDGE/STICKY NOTES	\$201.45
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ATLAS OFFICE PRODUCT	Customer Service	SPACE HEATER	\$46.08
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ATLAS OFFICE PRODUCT	Customer Service	CUST SERV. CREDIT FOR CARTRIDGE	(\$106.23)
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ATLAS OFFICE PRODUCT	Customer Service	PAPER AND DOWNSTAIRS CARTRIDGES	\$80.31
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ATLAS OFFICE PRODUCT	Customer Service	CUST SERV GLOVES	\$34.72
ATLAS OFFICE PRODUCT	Customer Service	CUST SERV. CLOROX WIPES	\$39.22
ATLAS OFFICE PRODUCT	Customer Service	CUST SERV FOOTREST-SONYA	\$74.84
ATLAS OFFICE PRODUCT	Customer Service	Credit Card Machine Receipt tape, 50 rolls	\$127.00
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			<i>\$1,136.16</i>
ATLAS OFFICE PRODUCT	Finance	PAPER/LABELS/ENVELOPES/GLOVES/PENCILS/C	\$60.42
ATLAS OFFICE PRODUCT	Finance	STAPLES/COPY PAPER	\$13.40
ATLAS OFFICE PRODUCT	Finance	RCPT BOOK/PRINTER CARTRIDGE/STICKY NOTES	\$1.75
ATLAS OFFICE PRODUCT	Finance	CARTRIDGES/CALENDAR	\$57.89
ATLAS OFFICE PRODUCT	Finance	PAPER AND DOWNSTAIRS CARTRIDGES	\$80.31
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$213.77</i>
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Paper for fire Admin	\$33.49
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Ink Cartridges	\$471.95
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			<i>\$505.44</i>
ATLAS OFFICE PRODUCT	Health Insurance Fund	PAPER AND DOWNSTAIRS CARTRIDGES	\$80.30
ATLAS OFFICE PRODUCT	Health Insurance Fund	PAPER/LABELS/ENVELOPES/GLOVES/PENCILS/C	\$52.15
ATLAS OFFICE PRODUCT	Health Insurance Fund	STAPLES/COPY PAPER	\$13.39
ATLAS OFFICE PRODUCT	Health Insurance Fund	CARTRIDGES/CALENDAR	\$34.85
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			<i>\$180.69</i>
ATLAS OFFICE PRODUCT	Human Resources	PAPER/LABELS/ENVELOPES/GLOVES/PENCILS/C	\$52.17
ATLAS OFFICE PRODUCT	Human Resources	CARTRIDGES/CALENDAR	\$34.85
ATLAS OFFICE PRODUCT	Human Resources	STAPLES/COPY PAPER	\$13.40
ATLAS OFFICE PRODUCT	Human Resources	PAPER AND DOWNSTAIRS CARTRIDGES	\$80.33
ATLAS OFFICE PRODUCT	Human Resources	1 Dozen Legal Note Pads	\$11.40
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$192.15</i>
ATLAS OFFICE PRODUCT	Municipal Court	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	(\$73.18)
ATLAS OFFICE PRODUCT	Municipal Court	Office Supplies	\$471.88
<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			<i>\$398.70</i>
ATLAS OFFICE PRODUCT	Parks - Parks Maint.	COMMERCIAL EQUIPMENT, NOT ELSEWHERE CL	\$71.09
<i>ATLAS OFFICE PRODUCT - Total For Parks - Parks Maint.</i>			<i>\$71.09</i>
ATLAS OFFICE PRODUCT	Police Administration	Misc. supplies	\$27.15
ATLAS OFFICE PRODUCT	Police Administration	Post it notes	\$21.91
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$49.06</i>
ATLAS OFFICE PRODUCT	Refuse - Residential	Office supplies	\$84.38
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Residential</i>			<i>\$84.38</i>
ATLAS OFFICE PRODUCT	Risk Management	PAPER/LABELS/ENVELOPES/GLOVES/PENCILS/C	\$52.15

ATLAS OFFICE PRODUCT	Risk Management	CARTRIDGES/CALENDAR	\$34.85
ATLAS OFFICE PRODUCT	Risk Management	STAPLES/COPY PAPER	\$13.39
ATLAS OFFICE PRODUCT	Risk Management	PAPER AND DOWNSTAIRS CARTRIDGES	\$80.30
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$180.69</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$3,183.67

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Planning - Admin	Laminate posters	\$18.00
<i>ATLAS REPRODUCTION - Total For Planning - Admin</i>			<i>\$18.00</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$18.00

ATLAS REPRODUCTION I

ATLAS REPRODUCTION I	Golf - Operations	STATIONERY,OFFICE SUPPLIES,PRINTING AND 1	\$32.00
<i>ATLAS REPRODUCTION I - Total For Golf - Operations</i>			<i>\$32.00</i>
ATLAS REPRODUCTION I - ALL DEPARTMENTS			\$32.00

AUTOMATION & ELECTRO

AUTOMATION & ELECTRO	Regional Water Operations	Instrumentation Brian's Computer	\$468.00
<i>AUTOMATION & ELECTRO - Total For Regional Water Operations</i>			<i>\$468.00</i>
AUTOMATION & ELECTRO - ALL DEPARTMENTS			\$468.00

AVID IDENTIFICATION

AVID IDENTIFICATION	Police Animal Control	6 microchip scanners	\$1,207.79
<i>AVID IDENTIFICATION - Total For Police Animal Control</i>			<i>\$1,207.79</i>
AVID IDENTIFICATION - ALL DEPARTMENTS			\$1,207.79

B & B RUBBER STAMP S

B & B RUBBER STAMP S	Balefill - Disposal & Landfill	PERJURY AND CODING STAMPS FOR ALL BUILDI	\$393.05
<i>B & B RUBBER STAMP S - Total For Balefill - Disposal & Landfill</i>			<i>\$393.05</i>
B & B RUBBER STAMP S	Municipal Court	Supplies-Insurance Stamp	\$30.95
<i>B & B RUBBER STAMP S - Total For Municipal Court</i>			<i>\$30.95</i>

B & B RUBBER STAMP S - ALL DEPARTMENTS**\$424.00****BAILEYS ACE HDWE**

BAILEYS ACE HDWE	Aquatics - Operations	Flex Tape	\$28.97
<i>BAILEYS ACE HDWE - Total For Aquatics - Operations</i>			<i>\$28.97</i>
BAILEYS ACE HDWE	Parks - Parks Maint.	chain quicklinks	\$7.98
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			<i>\$7.98</i>
BAILEYS ACE HDWE	Sewer Fund - Collection	extension cord for CCTV van	\$13.99
<i>BAILEYS ACE HDWE - Total For Sewer Fund - Collection</i>			<i>\$13.99</i>
BAILEYS ACE HDWE	Traffic Control	Fasteners for 2nd & Jackson speed sentry	\$5.44
<i>BAILEYS ACE HDWE - Total For Traffic Control</i>			<i>\$5.44</i>
BAILEYS ACE HDWE	WWTP - Operations	Chain	\$55.04
<i>BAILEYS ACE HDWE - Total For WWTP - Operations</i>			<i>\$55.04</i>

BAILEYS ACE HDWE - ALL DEPARTMENTS**\$111.42****BAR-D SIGNS, INC.**

BAR-D SIGNS, INC.	Refuse - Residential	Sticker new side loader	\$723.23
<i>BAR-D SIGNS, INC. - Total For Refuse - Residential</i>			<i>\$723.23</i>

BAR-D SIGNS, INC. - ALL DEPARTMENTS**\$723.23****BARGREEN ELLINGSON**

BARGREEN ELLINGSON	Balefill - Disposal & Landfill	Hand Soap	\$84.00
<i>BARGREEN ELLINGSON - Total For Balefill - Disposal & Landfill</i>			<i>\$84.00</i>

BARGREEN ELLINGSON - ALL DEPARTMENTS**\$84.00****BARGREEN WYOMING**

BARGREEN WYOMING	Ice Arena - Operations	DISINFECTANT	\$38.95
<i>BARGREEN WYOMING - Total For Ice Arena - Operations</i>			<i>\$38.95</i>

BARGREEN WYOMING - ALL DEPARTMENTS**\$38.95****BATTERIES+BULBS**

BATTERIES+BULBS	Rec Center - Sports Programs	Batteries for Soil Temp Reader	\$11.65
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BATTERIES+BULBS - Total For Rec Center - Sports Programs	\$11.65
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BATTERIES+BULBS - ALL DEPARTMENTS	\$11.65
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BECKER ARENA

BECKER ARENA	Ice Arena - Operations	RINK SUPPLIES	\$120.12
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BECKER ARENA	Ice Arena - Operations	RIVETS	\$59.66
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BECKER ARENA - Total For Ice Arena - Operations	\$179.78
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BECKER ARENA - ALL DEPARTMENTS	\$179.78
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BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Acct. 7584 6122 74	\$3,879.85
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BLACK HILLS ENERGY - Total For Aquatics - Operations	\$3,879.85
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BLACK HILLS ENERGY	Buildings & Structures Fund	acct. 8545 6521 02	\$244.65
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BLACK HILLS ENERGY - Total For Buildings & Structures Fund	\$244.65
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BLACK HILLS ENERGY	Cemetery	Acct. 9629 0042 60	\$272.95
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BLACK HILLS ENERGY - Total For Cemetery	\$272.95
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BLACK HILLS ENERGY	City Center Building	acct. 8545 6521 02	\$120.78
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BLACK HILLS ENERGY - Total For City Center Building	\$120.78
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BLACK HILLS ENERGY	City Hall	Acct. 6837 4281 65	\$1,388.48
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BLACK HILLS ENERGY - Total For City Hall	\$1,388.48
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BLACK HILLS ENERGY	Fleet Maintenance Fund	acct. 5293 6421 13	\$4,219.99
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BLACK HILLS ENERGY - Total For Fleet Maintenance Fund	\$4,219.99
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BLACK HILLS ENERGY	Ft. Caspar Museum	Acct. 9861 5264 23	\$408.63
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BLACK HILLS ENERGY - Total For Ft. Caspar Museum	\$408.63
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BLACK HILLS ENERGY	Golf - Operations	acct. 6566 7661 30	\$367.08
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BLACK HILLS ENERGY - Total For Golf - Operations	\$367.08
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BLACK HILLS ENERGY	Ice Arena - Operations	Acct. 9570 6006 61	\$973.15
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BLACK HILLS ENERGY - Total For Ice Arena - Operations	\$973.15
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BLACK HILLS ENERGY	Marathon Building	acct. 8545 6521 02	\$446.65
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BLACK HILLS ENERGY - Total For Marathon Building	\$446.65
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BLACK HILLS ENERGY	Miller St. Dormitory	acct. 8545 6521 02	\$55.02
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BLACK HILLS ENERGY - Total For Miller St. Dormitory	\$55.02
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BLACK HILLS ENERGY	Rec Center - Operations	acct. 4400 2150 46	\$829.82
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BLACK HILLS ENERGY - Total For Rec Center - Operations	\$829.82
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BLACK HILLS ENERGY	Sewer Fund - Collection	Acct. 6405 5357 61	\$31.17
<i>BLACK HILLS ENERGY - Total For Sewer Fund - Collection</i>			<i>\$31.17</i>
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$13,238.22

BLOEDORN LUMBER CASP

BLOEDORN LUMBER CASP	Balefill - Disposal & Landfill	Credit for an overcharge for Solid Waste project	(\$528.00)
<i>BLOEDORN LUMBER CASP - Total For Balefill - Disposal & Landfill</i>			<i>(\$528.00)</i>
BLOEDORN LUMBER CASP	Buildings & Structures Fund	Customer Service Desk Materials	\$32.39
<i>BLOEDORN LUMBER CASP - Total For Buildings & Structures Fund</i>			<i>\$32.39</i>
BLOEDORN LUMBER CASP	Fire-EMS Training	Lamp Cord, Teflon, Duct Tape	\$51.72
<i>BLOEDORN LUMBER CASP - Total For Fire-EMS Training</i>			<i>\$51.72</i>
BLOEDORN LUMBER CASP	WWTP - Regional Interceptor	Paint	\$62.59
<i>BLOEDORN LUMBER CASP - Total For WWTP - Regional Interceptors</i>			<i>\$62.59</i>
BLOEDORN LUMBER CASP - ALL DEPARTMENTS			(\$381.30)

BRAKE SUPPLY COMPANY

BRAKE SUPPLY COMPANY	Balefill - Baler Processing	North Baler Door Cylinder Repair	\$7,617.50
<i>BRAKE SUPPLY COMPANY - Total For Balefill - Baler Processing</i>			<i>\$7,617.50</i>
BRAKE SUPPLY COMPANY - ALL DEPARTMENTS			\$7,617.50

BRIDGER STEEL CASPER

BRIDGER STEEL CASPER	Balefill - Disposal & Landfill	CONSTRUCTION MATERIALS	\$675.69
<i>BRIDGER STEEL CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$675.69</i>
BRIDGER STEEL CASPER - ALL DEPARTMENTS			\$675.69

BURGER KING #11628

BURGER KING #11628	Police Administration	meal for interview..investigation	\$14.98
<i>BURGER KING #11628 - Total For Police Administration</i>			<i>\$14.98</i>
BURGER KING #11628 - ALL DEPARTMENTS			\$14.98

CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS	Fleet Maintenance Fund	MARCH 2020 CONTRACT INV FOR PRIINTER	\$45.00
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CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund			\$45.00
CAPITAL BUSINESS SYS - ALL DEPARTMENTS			\$45.00
CAROLINA SOFTWARE			
CAROLINA SOFTWARE	Balefill - Disposal & Landfill	WasteWorks software Support	\$450.00
CAROLINA SOFTWARE	Balefill - Disposal & Landfill	WasteWizard Software	\$250.00
CAROLINA SOFTWARE - Total For Balefill - Disposal & Landfill			\$700.00
CAROLINA SOFTWARE - ALL DEPARTMENTS			\$700.00
CASPER AMC			
CASPER AMC	Police Animal Control	animal cases 19-085350	\$2,288.26
CASPER AMC - Total For Police Animal Control			\$2,288.26
CASPER AMC - ALL DEPARTMENTS			\$2,288.26
CASPER AREA TRANSPOR			
CASPER AREA TRANSPOR	CATC - Operations	Feb 2020 CATC/Bus operating assistance	112,016.61
CASPER AREA TRANSPOR	CATC - Operations	Feb 2020 CATC/Bus preventive maintenance	\$1,497.80
CASPER AREA TRANSPOR - Total For CATC - Operations			\$113,514.41
CASPER AREA TRANSPOR - ALL DEPARTMENTS			\$113,514.41
CASPER CONTRACTORS S			
CASPER CONTRACTORS S	Sewer Fund - Stormwater	stormwater point repair supplies	\$39.60
CASPER CONTRACTORS S - Total For Sewer Fund - Stormwater			\$39.60
CASPER CONTRACTORS S - ALL DEPARTMENTS			\$39.60
CASPER FORD LINCOLN			
CASPER FORD LINCOLN	Fleet Maintenance Fund	101219 REPLACE WATER PUMP	\$2,514.84
CASPER FORD LINCOLN	Fleet Maintenance Fund	101263 REPLACE WATER PUMP	\$2,573.09
CASPER FORD LINCOLN - Total For Fleet Maintenance Fund			\$5,087.93
CASPER FORD LINCOLN - ALL DEPARTMENTS			\$5,087.93

CASPER RECREATIONAL

CASPER RECREATIONAL	Ice Arena - Classes	SPORTING AND RECREATIONAL CAMPS	\$290.00
<i>CASPER RECREATIONAL - Total For Ice Arena - Classes</i>			<i>\$290.00</i>
CASPER RECREATIONAL - ALL DEPARTMENTS			\$290.00

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	Regional Water Operations	Advertising	\$43.54
<i>CASPER STAR TRIBUNE - Total For Regional Water Operations</i>			<i>\$43.54</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$43.54

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Capital Projects Fund	18-051 Ad for bids 2020 E 21st street	\$442.48
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$442.48</i>
CASPER STAR-TRIBUNE,	Planning - Admin	Notice of sale Beverly street	\$882.08
CASPER STAR-TRIBUNE,	Planning - Admin	Notice Planning and Zoning	\$74.40
CASPER STAR-TRIBUNE,	Planning - Admin	Notice Casper City Council	\$59.00
<i>CASPER STAR-TRIBUNE, - Total For Planning - Admin</i>			<i>\$1,015.48</i>
CASPER STAR-TRIBUNE,	Water - Admin	Statement fee, Drinking water acct. 156-600006	\$1,931.91
<i>CASPER STAR-TRIBUNE, - Total For Water - Admin</i>			<i>\$1,931.91</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$3,389.87

CASPER TIRE

CASPER TIRE	Refuse - Recycling	222271 semi flat	\$135.00
CASPER TIRE	Refuse - Recycling	222271 semi flat	\$50.00
CASPER TIRE	Refuse - Recycling	222276 Semi Flat	\$35.00
CASPER TIRE	Refuse - Recycling	222262 Semi flat	\$51.00
CASPER TIRE	Refuse - Recycling	222287 semi flat	\$35.00
CASPER TIRE	Refuse - Recycling	222284 semi flat	\$70.00
<i>CASPER TIRE - Total For Refuse - Recycling</i>			<i>\$376.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$376.00

CASPER TIRE 0000705

CASPER TIRE 0000705	WWTP - Operations	Tube	\$9.00
<i>CASPER TIRE 0000705 - Total For WWTP - Operations</i>			<i>\$9.00</i>
CASPER TIRE 0000705 - ALL DEPARTMENTS			\$9.00

CASPER WELLS PRODUCT

CASPER WELLS PRODUCT	Buildings & Structures Fund	Sand for PV Pool filter	\$570.00
<i>CASPER WELLS PRODUCT - Total For Buildings & Structures Fund</i>			<i>\$570.00</i>
CASPER WELLS PRODUCT - ALL DEPARTMENTS			\$570.00

CASPER WINNELSON

CASPER WINNELSON	Buildings & Structures Fund	Misc. Supplies crc work order 105549	\$508.15
<i>CASPER WINNELSON - Total For Buildings & Structures Fund</i>			<i>\$508.15</i>
CASPER WINNELSON - ALL DEPARTMENTS			\$508.15

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Supplies for installing a hot water heater	\$10.69
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$10.69</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$10.69

CC-M3 MAC ARTHUR

CC-M3 MAC ARTHUR	City Council	3M Masks	\$322.50
<i>CC-M3 MAC ARTHUR - Total For City Council</i>			<i>\$322.50</i>
CC-M3 MAC ARTHUR - ALL DEPARTMENTS			\$322.50

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Capital Projects Fund	Caisson Recharge intake project	\$32,200.00
<i>CENTRAL WY. REGIONAL - Total For Capital Projects Fund</i>			<i>\$32,200.00</i>
CENTRAL WY. REGIONAL	Water	March 2020 System investment charges	\$5,607.00
<i>CENTRAL WY. REGIONAL - Total For Water</i>			<i>\$5,607.00</i>
CENTRAL WY. REGIONAL	Water - Admin	March 2020 Wholesale Water	284,161.28
<i>CENTRAL WY. REGIONAL - Total For Water - Admin</i>			<i>\$284,161.28</i>

CENTRAL WY. REGIONAL - ALL DEPARTMENTS**\$321,968.28****CENTRAL WY. SENIOR S**

CENTRAL WY. SENIOR S	Capital Projects Fund	1% 15 Senior Center Funding	\$68,749.78
CENTRAL WY. SENIOR S	Capital Projects Fund	1% 15 Senior Center Funding	\$13,577.16
CENTRAL WY. SENIOR S	Capital Projects Fund	1% 15 Senior Center Funding	\$57,917.27
<i>CENTRAL WY. SENIOR S - Total For Capital Projects Fund</i>			<i>\$140,244.21</i>

CENTRAL WY. SENIOR S - ALL DEPARTMENTS**\$140,244.21****CENTRAL WYOMING HOSP**

CENTRAL WYOMING HOSP	Capital Projects Fund	1% #16 Funding Central Wyoming	\$9,583.31
<i>CENTRAL WYOMING HOSP - Total For Capital Projects Fund</i>			<i>\$9,583.31</i>

CENTRAL WYOMING HOSP - ALL DEPARTMENTS**\$9,583.31****CENTURYLINK**

CENTURYLINK	Aquatics - Operations	Voip acct. P-307-111-995 456M	\$24.15
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$24.15</i>
CENTURYLINK	Balefill - Disposal & Landfill	Voip acct. P-307-111-995 456M	\$77.69
CENTURYLINK	Balefill - Disposal & Landfill	Gas system analogue line- acct. 307-265-4035 6	\$68.21
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$145.90</i>
CENTURYLINK	Buildings & Structures Fund	Voip acct. P-307-111-995 456M	\$14.62
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$14.62</i>
CENTURYLINK	Cemetery	Voip acct. P-307-111-995 456M	\$14.62
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$14.62</i>
CENTURYLINK	City Attorney	Voip acct. P-307-111-995 456M	\$53.38
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$53.38</i>
CENTURYLINK	City Council	Voip acct. P-307-111-995 456M	\$14.62
<i>CENTURYLINK - Total For City Council</i>			<i>\$14.62</i>
CENTURYLINK	City Hall	Voip acct. P-307-111-995 456M	\$9.69
CENTURYLINK	City Hall	Phone use acct. 307-265-0955 140B	\$36.74
<i>CENTURYLINK - Total For City Hall</i>			<i>\$46.43</i>
CENTURYLINK	City Manager	Voip acct. P-307-111-995 456M	\$34.00
<i>CENTURYLINK - Total For City Manager</i>			<i>\$34.00</i>

CENTURYLINK	Code Enforcement	Voip acct. P-307-111-995 456M	\$68.00
CENTURYLINK	Code Enforcement	Phone Use P-307-234-6076 866M	\$65.08
<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$133.08</i>
CENTURYLINK	Customer Service	Phone Use Acct. No 307-235-8290 915B	\$41.51
CENTURYLINK	Customer Service	Voip acct. P-307-111-995 456M	\$34.00
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$75.51</i>
CENTURYLINK	Engineering	Voip acct. P-307-111-995 456M	\$68.00
<i>CENTURYLINK - Total For Engineering</i>			<i>\$68.00</i>
CENTURYLINK	Finance	Voip acct. P-307-111-995 456M	\$77.69
<i>CENTURYLINK - Total For Finance</i>			<i>\$77.69</i>
CENTURYLINK	Fire-EMS Administration	Voip acct. P-307-111-995 456M	\$97.07
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$97.07</i>
CENTURYLINK	Fleet Maintenance Fund	Voip acct. P-307-111-995 456M	\$63.08
CENTURYLINK	Fleet Maintenance Fund	Phone use acct. P-307-111-5112 611M	\$144.10
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$207.18</i>
CENTURYLINK	Ft. Caspar Museum	Voip acct. P-307-111-995 456M	\$14.62
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$14.62</i>
CENTURYLINK	Golf - Operations	Voip acct. P-307-111-995 456M	\$14.62
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$14.62</i>
CENTURYLINK	Hogadon - Operations	Voip acct. P-307-111-995 456M	\$48.46
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$48.46</i>
CENTURYLINK	Human Resources	Voip acct. P-307-111-995 456M	\$24.31
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$24.31</i>
CENTURYLINK	Ice Arena - Operations	Phone Use Acct. No 307-235-7540 740B	\$40.72
CENTURYLINK	Ice Arena - Operations	Voip acct. P-307-111-995 456M	\$19.38
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$60.10</i>
CENTURYLINK	Information Services	Voip acct. P-307-111-995 456M	\$77.69
<i>CENTURYLINK - Total For Information Services</i>			<i>\$77.69</i>
CENTURYLINK	Meter Services	Voip acct. P-307-111-995 456M	\$28.92
<i>CENTURYLINK - Total For Meter Services</i>			<i>\$28.92</i>
CENTURYLINK	Metro Animal Shelter	Phone Use Acct. No 307-235-8356 281 B	\$40.72
CENTURYLINK	Metro Animal Shelter	Voip acct. P-307-111-995 456M	\$14.62
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			<i>\$55.34</i>
CENTURYLINK	Municipal Court	Voip acct. P-307-111-995 456M	\$53.38
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$53.38</i>
CENTURYLINK	Parking Fund	Phone Use Acct. No P-307-111-5106-155M	\$126.10

<i>CENTURYLINK - Total For Parking Fund</i>			<i>\$126.10</i>
CENTURYLINK	Parks - Parks Maint.	Voip acct. P-307-111-995 456M	\$53.38
CENTURYLINK	Parks - Parks Maint.	Phone Use Acct. 307-237-7808 111B	\$48.60
CENTURYLINK	Parks - Parks Maint.	Phone use acct. P-307-234-6734 889M	\$122.03
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$224.01</i>
CENTURYLINK	Planning - Admin	Voip acct. P-307-111-995 456M	\$48.46
<i>CENTURYLINK - Total For Planning - Admin</i>			<i>\$48.46</i>
CENTURYLINK	Police Administration	Voip acct. P-307-111-995 456M	\$300.76
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$300.76</i>
CENTURYLINK	Public Safety Communication	Voip acct. P-307-111-995 456M	\$9.69
CENTURYLINK	Public Safety Communication	Phone Use Acct. No 307-235-7592 537 B	\$178.07
CENTURYLINK	Public Safety Communication	Phone use acct. P-307-632-4759 643M	\$300.80
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$488.56</i>
CENTURYLINK	Rec Center - Operations	Voip acct. P-307-111-995 456M	\$38.77
CENTURYLINK	Rec Center - Operations	Phone use acct. P-307-111-5114 622M	\$288.38
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$327.15</i>
CENTURYLINK	Regional Water Operations	Voip acct. P-307-111-995 456M	\$19.38
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$19.38</i>
CENTURYLINK	Risk Management	Voip acct. P-307-111-995 456M	\$14.61
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$14.61</i>
CENTURYLINK	Sewer Fund - Collection	Voip acct. P-307-111-995 456M	\$9.69
<i>CENTURYLINK - Total For Sewer Fund - Collection</i>			<i>\$9.69</i>
CENTURYLINK	Streets	Phone use Acct.P-307-111-5105 138M	\$164.46
CENTURYLINK	Streets	Voip acct. P-307-111-995 456M	\$34.00
<i>CENTURYLINK - Total For Streets</i>			<i>\$198.46</i>
CENTURYLINK	Water - Admin	Phone use acct. P-307-234-3016 518M	\$195.24
CENTURYLINK	Water - Admin	Voip acct. P-307-111-995 456M	\$19.38
<i>CENTURYLINK - Total For Water - Admin</i>			<i>\$214.62</i>
CENTURYLINK	Water - Distribution	Voip acct. P-307-111-995 456M	\$14.62
CENTURYLINK	Water - Distribution	Phone Use Acct. No 307-235-7564 793B	\$40.72
<i>CENTURYLINK - Total For Water - Distribution</i>			<i>\$55.34</i>
CENTURYLINK	Water - Tanks	Phone Use Acct. No 307-235-7545 631B	\$54.40
<i>CENTURYLINK - Total For Water - Tanks</i>			<i>\$54.40</i>
CENTURYLINK	WWTP - Operations	Phone use acct. P-307-111-5113 619M	\$161.04
CENTURYLINK	WWTP - Operations	Voip acct. P-307-111-995 456M	\$29.08
<i>CENTURYLINK - Total For WWTP - Operations</i>			<i>\$190.12</i>

CENTURYLINK	WWTP - Regional Interceptor 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		\$5,435.00

CHEWY.COM

CHEWY.COM	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES (BA	\$252.76
<i>CHEWY.COM - Total For Metro Animal Shelter</i>			<i>\$252.76</i>
CHEWY.COM - ALL DEPARTMENTS			\$252.76

CHILD DEVELOPMENT CE

CHILD DEVELOPMENT CE	Capital Projects Fund	1%#16 Funding Child Developmen	\$5,312.50
<i>CHILD DEVELOPMENT CE - Total For Capital Projects Fund</i>			<i>\$5,312.50</i>
CHILD DEVELOPMENT CE - ALL DEPARTMENTS			\$5,312.50

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	Refuse - Residential	Balefill	\$45,375.00
CITY OF CASPER	Refuse - Residential	Balefill	\$6,001.68
CITY OF CASPER	Refuse - Residential	Balefill	\$7,990.83
CITY OF CASPER	Refuse - Residential	Balefill	\$5,799.21
CITY OF CASPER	Refuse - Residential	Balefill	\$235.62
CITY OF CASPER	Refuse - Residential	Balefill	\$6,465.93
CITY OF CASPER	Refuse - Residential	Balefill	\$207.06
CITY OF CASPER	Refuse - Residential	Balefill	\$5,563.59
CITY OF CASPER	Refuse - Residential	Balefill	\$6,988.53
CITY OF CASPER	Refuse - Residential	Balefill	\$6,813.60
CITY OF CASPER	Refuse - Residential	Balefill	\$7,220.73
CITY OF CASPER	Refuse - Residential	Balefill	\$6,508.11
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$105,169.89</i>
CITY OF CASPER	Regional Water Operations	Utilities Account 1910101	\$24.33
CITY OF CASPER	Regional Water Operations	Utilities Account 1910101	\$124.50
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$148.83</i>

CITY OF CASPER	WWTP - Operations	Balefill	\$102.51
CITY OF CASPER	WWTP - Operations	Balefill	\$95.88
CITY OF CASPER	WWTP - Operations	Balefill	\$82.62
CITY OF CASPER	WWTP - Operations	Balefill	\$122.91

CITY OF CASPER - Total For WWTP - Operations \$403.92

CITY OF CASPER - ALL DEPARTMENTS **\$107,988.64**

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	Surveying 144 east second drone flight	\$1,006.25
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CIVIL ENGINEERING PR - Total For Capital Projects Fund \$1,006.25

CIVIL ENGINEERING PR	Engineering	Surveying Gorgan Hills Plat	\$312.50
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CIVIL ENGINEERING PR - Total For Engineering \$312.50

CIVIL ENGINEERING PR	Water - Tanks	Surveying Services for Rock Creek	\$3,180.00
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CIVIL ENGINEERING PR - Total For Water - Tanks \$3,180.00

CIVIL ENGINEERING PR - ALL DEPARTMENTS **\$4,498.75**

CKO WWW.ISTOCKPHOTO.

CKO WWW.ISTOCKPHOTO.	Sewer Fund - Stormwater	COMMERCIAL PHOTOGRAPHY, ART, AND GRAP	\$33.00
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CKO WWW.ISTOCKPHOTO. - Total For Sewer Fund - Stormwater \$33.00

CKO WWW.ISTOCKPHOTO. - ALL DEPARTMENTS **\$33.00**

CMI TECO, INC.

CMI TECO, INC.	Refuse - Recycling	222275 Repairs	\$517.28
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CMI TECO, INC.	Refuse - Recycling	222276 repairs	\$1,923.96
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CMI TECO, INC.	Refuse - Recycling	222280 repairs	\$2,145.50
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CMI TECO, INC.	Refuse - Recycling	222257 repairs	\$217.56
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CMI TECO, INC.	Refuse - Recycling	222286 Repairs	\$1,828.86
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CMI TECO, INC.	Refuse - Recycling	222276 repairs	\$5,762.98
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CMI TECO, INC.	Refuse - Recycling	222274 repairs	\$98.00
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CMI TECO, INC.	Refuse - Recycling	222261 Repairs	\$692.15
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CMI TECO, INC.	Refuse - Recycling	222283 repairs	\$849.49
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CMI TECO, INC.	Refuse - Recycling	222287 repairs	\$2,728.94
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CMI TECO, INC.	Refuse - Recycling	222257 repairs	\$3,209.11
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CMI TECO, INC.	Refuse - Recycling	222288 Repairs	\$2,751.11
CMI TECO, INC.	Refuse - Recycling	222273 repairs	\$98.00
CMI TECO, INC.	Refuse - Recycling	222255 repairs	\$1,445.71
CMI TECO, INC.	Refuse - Recycling	222275 repairs	\$235.13
CMI TECO, INC.	Refuse - Recycling	222284 repairs	\$517.28
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$25,021.06</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$25,021.06

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	WATER AT SCALE HOUSE	\$7.75
<i>COCA COLA BOTTLING C - Total For Balefill - Disposal & Landfill</i>			<i>\$7.75</i>
COCA COLA BOTTLING C - ALL DEPARTMENTS			\$7.75

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Fire-EMS Administration	Installed Cradle Point/Installed Timer Relay	\$595.00
<i>COMMUNICATION TECHNO - Total For Fire-EMS Administration</i>			<i>\$595.00</i>
COMMUNICATION TECHNO	Fleet Maintenance Fund	660255 REPAIR RADIO	\$1,300.28
COMMUNICATION TECHNO	Fleet Maintenance Fund	70776 INSTALL RADIO	\$419.01
<i>COMMUNICATION TECHNO - Total For Fleet Maintenance Fund</i>			<i>\$1,719.29</i>
COMMUNICATION TECHNO	Police Administration	Unit 230 misc. parts	\$184.50
COMMUNICATION TECHNO	Police Administration	Unit 299 replace camera bracket	\$51.50
COMMUNICATION TECHNO	Police Administration	Radio Repairs	\$712.02
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$948.02</i>
COMMUNICATION TECHNO	Refuse - Recycling	222299 install radio	\$156.05
<i>COMMUNICATION TECHNO - Total For Refuse - Recycling</i>			<i>\$156.05</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$3,418.36

COMTRONIX, INC.

COMTRONIX, INC.	Fleet Maintenance Fund	ALARM MONITORING APRIL THRU JUNE 2020	\$168.00
<i>COMTRONIX, INC. - Total For Fleet Maintenance Fund</i>			<i>\$168.00</i>
COMTRONIX, INC. - ALL DEPARTMENTS			\$168.00

CONTAINER COMPONENTS

CONTAINER COMPONENTS	Refuse - Commercial	TRASH CONTAINER PARTS	\$1,865.35
<i>CONTAINER COMPONENTS - Total For Refuse - Commercial</i>			<i>\$1,865.35</i>
CONTAINER COMPONENTS - ALL DEPARTMENTS			\$1,865.35

CONVERGEONE

CONVERGEONE	Casper Events Center Fund	1 CP-8841-K9= Cisco IP Phone 8841	\$319.30
CONVERGEONE	Casper Events Center Fund	Phone for R. White Eagle	\$329.00
<i>CONVERGEONE - Total For Casper Events Center Fund</i>			<i>\$648.30</i>
CONVERGEONE	Refuse - Residential	Cisco IP Phone 8841	\$333.75
<i>CONVERGEONE - Total For Refuse - Residential</i>			<i>\$333.75</i>
CONVERGEONE - ALL DEPARTMENTS			\$982.05

CORNER KITCHEN

CORNER KITCHEN	Fire-EMS Training	Meal while attending a training	\$10.21
CORNER KITCHEN	Fire-EMS Training	Meal while traveling for a training	\$10.21
<i>CORNER KITCHEN - Total For Fire-EMS Training</i>			<i>\$20.42</i>
CORNER KITCHEN - ALL DEPARTMENTS			\$20.42

CPS DISTRIBUTORS

CPS DISTRIBUTORS	Weed & Pest Fund	Fittings for sprayer to haul disinfectant around f	\$3.10
<i>CPS DISTRIBUTORS - Total For Weed & Pest Fund</i>			<i>\$3.10</i>
CPS DISTRIBUTORS - ALL DEPARTMENTS			\$3.10

CPU IIT

CPU IIT	Balefill - Disposal & Landfill	MOUSE AND USB ADAPTOR	\$79.94
<i>CPU IIT - Total For Balefill - Disposal & Landfill</i>			<i>\$79.94</i>
CPU IIT	City Attorney	ELECTRONIC SALES	\$255.00
<i>CPU IIT - Total For City Attorney</i>			<i>\$255.00</i>
CPU IIT	Ft. Caspar Museum	Wall mount for security server	\$146.79
<i>CPU IIT - Total For Ft. Caspar Museum</i>			<i>\$146.79</i>
CPU IIT	Information Services	ELECTRONIC SALES	\$15.95
CPU IIT	Information Services	IT Plotter Repair	\$974.00
<i>CPU IIT - Total For Information Services</i>			<i>\$989.95</i>

CPU IIT	Planning - Admin	HP ProBook 650 computer	\$987.00
<i>CPU IIT - Total For Planning - Admin</i>			<i>\$987.00</i>
CPU IIT	Police Administration	Roller kit for copier	\$158.00
<i>CPU IIT - Total For Police Administration</i>			<i>\$158.00</i>
CPU IIT - ALL DEPARTMENTS			\$2,616.68

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	WWTP - Operations	Extension cord	\$76.98
<i>CRUM ELECTRIC SUPPLY - Total For WWTP - Operations</i>			<i>\$76.98</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$76.98

CS CONSULTING

CS CONSULTING	Balefill - Disposal & Landfill	Qtrly basic hazard assessment	\$560.00
<i>CS CONSULTING - Total For Balefill - Disposal & Landfill</i>			<i>\$560.00</i>
CS CONSULTING - ALL DEPARTMENTS			\$560.00

DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	Weed & Pest Fund	March 2020 Investment fees	\$4,287.67
<i>DAVIDSON FIXED INCOM - Total For Weed & Pest Fund</i>			<i>\$4,287.67</i>
DAVIDSON FIXED INCOM - ALL DEPARTMENTS			\$4,287.67

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Crossroads Quick Couplers	\$116.46
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Washington Field Irrigation upgrade	\$568.76
<i>DBC IRRIGATION SUPPL - Total For Parks - Athletic Maint.</i>			<i>\$685.22</i>
DBC IRRIGATION SUPPL	Rec Center - Sports Programs	Wire mesh finger to pull pipe	\$44.03
<i>DBC IRRIGATION SUPPL - Total For Rec Center - Sports Programs</i>			<i>\$44.03</i>
DBC IRRIGATION SUPPL - ALL DEPARTMENTS			\$729.25

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	141432 GLASS	\$95.00
DECKER AUTO GLASS, I	Fleet Maintenance Fund	INS CLAIM NO 2803CA / 101222	\$354.71

DECKER AUTO GLASS, I	Fleet Maintenance Fund	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$180.74
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$630.45</i>
DECKER AUTO GLASS, I - ALL DEPARTMENTS			\$630.45

DELL MARKETING LP

DELL MARKETING LP	Code Enforcement	MICROSOFT OFFICE FOR TWO (2) COMPUTERS	\$760.16
<i>DELL MARKETING LP - Total For Code Enforcement</i>			<i>\$760.16</i>
DELL MARKETING LP	Information Services	Technology Items (computers, software, and ne	\$380.08
<i>DELL MARKETING LP - Total For Information Services</i>			<i>\$380.08</i>
DELL MARKETING LP	Planning - Admin	Microsoft Office for HP ProBook Notebook	\$380.08
<i>DELL MARKETING LP - Total For Planning - Admin</i>			<i>\$380.08</i>
DELL MARKETING LP - ALL DEPARTMENTS			\$1,520.32

DELTA 0062419691

DELTA 0062419691	Police Administration	DELTA	\$428.20
<i>DELTA 0062419691 - Total For Police Administration</i>			<i>\$428.20</i>
DELTA 0062419691 - ALL DEPARTMENTS			\$428.20

DELTA 0067484629

DELTA 0067484629	Balefill - Disposal & Landfill	DELTA	\$214.10
<i>DELTA 0067484629 - Total For Balefill - Disposal & Landfill</i>			<i>\$214.10</i>
DELTA 0067484629 - ALL DEPARTMENTS			\$214.10

DELTA 0067484637

DELTA 0067484637	Balefill - Disposal & Landfill	DELTA	\$214.10
<i>DELTA 0067484637 - Total For Balefill - Disposal & Landfill</i>			<i>\$214.10</i>
DELTA 0067484637 - ALL DEPARTMENTS			\$214.10

DELTA DENTAL PLAN OF

DELTA DENTAL PLAN OF	Health Insurance Fund	March 2020 Dental	\$770.60
DELTA DENTAL PLAN OF	Health Insurance Fund	February 2020 Dental Claims	\$1,844.00
<i>DELTA DENTAL PLAN OF - Total For Health Insurance Fund</i>			<i>\$2,614.60</i>

DELTA DENTAL PLAN OF - ALL DEPARTMENTS	\$2,614.60
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DENVER INDUSTRIAL SA

DENVER INDUSTRIAL SA	Streets	112 Bags/2 Pallets Crafc HP Concrete Patch	\$3,988.00
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<i>DENVER INDUSTRIAL SA - Total For Streets</i>			<i>\$3,988.00</i>
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DENVER INDUSTRIAL SA - ALL DEPARTMENTS	\$3,988.00
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DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Police Administration	urine kits for patrol	\$234.00
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<i>DEPT. OF FAMILY SVCS - Total For Police Administration</i>			<i>\$234.00</i>
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DEPT. OF FAMILY SVCS - ALL DEPARTMENTS	\$234.00
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DESERT MTN. CORP.

DESERT MTN. CORP.	Streets	Ice Slicer	\$4,190.51
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DESERT MTN. CORP.	Streets	Ice Slicer	\$4,230.64
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DESERT MTN. CORP.	Streets	Ice Slicer	\$4,270.77
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DESERT MTN. CORP.	Streets	Ice slicer	\$9,002.11
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DESERT MTN. CORP.	Streets	Ice Slicer	\$4,246.91
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DESERT MTN. CORP.	Streets	Ice Slicer	\$4,168.82
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<i>DESERT MTN. CORP. - Total For Streets</i>			<i>\$30,109.76</i>
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DESERT MTN. CORP. - ALL DEPARTMENTS	\$30,109.76
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DEWITT WATER SYSTEMS

DEWITT WATER SYSTEMS	Municipal Court	Water	\$29.40
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<i>DEWITT WATER SYSTEMS - Total For Municipal Court</i>			<i>\$29.40</i>
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DEWITT WATER SYSTEMS - ALL DEPARTMENTS	\$29.40
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DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	City Council	Hooded Coveralls	\$643.68
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<i>DIAMOND VOGEL PAINTS - Total For City Council</i>			<i>\$643.68</i>
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DIAMOND VOGEL PAINTS - ALL DEPARTMENTS	\$643.68
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DOLLAR TREE

DOLLAR TREE	Police Animal Control	Pet supplies kept in trucks	\$22.05
<i>DOLLAR TREE - Total For Police Animal Control</i>			<i>\$22.05</i>
DOLLAR TREE - ALL DEPARTMENTS			\$22.05

DOMINO'S 7326

DOMINO'S 7326	Police Administration	meal out of town training	\$51.19
<i>DOMINO'S 7326 - Total For Police Administration</i>			<i>\$51.19</i>
DOMINO'S 7326 - ALL DEPARTMENTS			\$51.19

DOORWAYS OF WYOMING

DOORWAYS OF WYOMING	Buildings & Structures Fund	Supplies for New Doors and Wind Blocks at Was	\$6,442.00
<i>DOORWAYS OF WYOMING - Total For Buildings & Structures Fund</i>			<i>\$6,442.00</i>
DOORWAYS OF WYOMING - ALL DEPARTMENTS			\$6,442.00

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	NaHypo	\$6,490.51
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$6,490.51</i>
DPC INDUSTRIES, INC. - ALL DEPARTMENTS			\$6,490.51

E&F HOLDING CO.

E&F HOLDING CO.	Police Administration	tow suspect vehicles	\$180.00
<i>E&F HOLDING CO. - Total For Police Administration</i>			<i>\$180.00</i>
E&F HOLDING CO. - ALL DEPARTMENTS			\$180.00

ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT	Social Community Services	4th qrtr fy20	107,182.25
<i>ECONOMIC DEVELOPMENT - Total For Social Community Services</i>			<i>\$107,182.25</i>
ECONOMIC DEVELOPMENT - ALL DEPARTMENTS			\$107,182.25

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool Allotment	\$500.00
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$500.00</i>
EMPLOYEE REIMBURSEME	Planning - Admin	Reimburse qrtrly rotary dues	\$228.00
<i>EMPLOYEE REIMBURSEME - Total For Planning - Admin</i>			<i>\$228.00</i>
EMPLOYEE REIMBURSEME	Water - Distribution	Boot Reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Water - Distribution</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$878.00

ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Monthly Potable water Test	\$22.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$22.00</i>
ENERGY LABORATORIES	Regional Water Operations	Lab Test TAS	\$231.00
<i>ENERGY LABORATORIES - Total For Regional Water Operations</i>			<i>\$231.00</i>
ENERGY LABORATORIES	Water - Tanks	TESTING	\$66.00
ENERGY LABORATORIES	Water - Tanks	TESTING	\$374.00
ENERGY LABORATORIES	Water - Tanks	TESTING	\$220.00
ENERGY LABORATORIES	Water - Tanks	TESTING	\$374.00
<i>ENERGY LABORATORIES - Total For Water - Tanks</i>			<i>\$1,034.00</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$1,287.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital Projects Fund	HVAC Design/CA at Aquatics and Rec 19-049	\$1,125.00
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$1,125.00</i>
ENGINEERING DESIGN A - ALL DEPARTMENTS			\$1,125.00

ENVIRONMENTAL SYSTEM

ENVIRONMENTAL SYSTEM	Information Services	COMPUTERS,COMPUTER PERIPHERAL EQUIPME	(\$1,150.00)
<i>ENVIRONMENTAL SYSTEM - Total For Information Services</i>			<i>(\$1,150.00)</i>
ENVIRONMENTAL SYSTEM - ALL DEPARTMENTS			(\$1,150.00)

EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Lab Test Bromate	\$100.00
<i>EUROFINS EATON ANALY - Total For Regional Water Operations</i>			<i>\$100.00</i>
EUROFINS EATON ANALY - ALL DEPARTMENTS			\$100.00

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$32.80
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$36.88
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$24.84
EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$0.57
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$95.09</i>
EXXONMOBIL - ALL DEPARTMENTS			\$95.09

FACEBK UV4VCSJKH2

FACEBK UV4VCSJKH2	Sewer Fund - Stormwater	ADVERTISING SERVICES	\$25.70
<i>FACEBK UV4VCSJKH2 - Total For Sewer Fund - Stormwater</i>			<i>\$25.70</i>
FACEBK UV4VCSJKH2	WWTP - Operations	ADVERTISING SERVICES	\$56.69
<i>FACEBK UV4VCSJKH2 - Total For WWTP - Operations</i>			<i>\$56.69</i>
FACEBK UV4VCSJKH2 - ALL DEPARTMENTS			\$82.39

FAMILY DOLLAR

FAMILY DOLLAR	Municipal Court	Kleenex, Cleaning Wipes, etc.	\$34.39
<i>FAMILY DOLLAR - Total For Municipal Court</i>			<i>\$34.39</i>
FAMILY DOLLAR - ALL DEPARTMENTS			\$34.39

FARMER BROTHERS CO

FARMER BROTHERS CO	Balefill - Disposal & Landfill	half and half	\$69.47
<i>FARMER BROTHERS CO - Total For Balefill - Disposal & Landfill</i>			<i>\$69.47</i>
FARMER BROTHERS CO - ALL DEPARTMENTS			\$69.47

FEDEX 92213978

FEDEX 92213978	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$25.42
<i>FEDEX 92213978 - Total For Police Administration</i>			<i>\$25.42</i>

FEDEX 92213978 - ALL DEPARTMENTS	\$25.42
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FEDEX 92214186

FEDEX 92214186	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$28.11
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<i>FEDEX 92214186 - Total For Police Administration</i>			<i>\$28.11</i>
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FEDEX 92214186 - ALL DEPARTMENTS	\$28.11
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FEDEX 92215594

FEDEX 92215594	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGHT F	\$24.55
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<i>FEDEX 92215594 - Total For Police Administration</i>			<i>\$24.55</i>
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FEDEX 92215594 - ALL DEPARTMENTS	\$24.55
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FEDEX OFFIC942000094

FEDEX OFFIC942000094	City Council	Printed Signs	\$2.98
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<i>FEDEX OFFIC942000094 - Total For City Council</i>			<i>\$2.98</i>
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FEDEX OFFIC942000094 - ALL DEPARTMENTS	\$2.98
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FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Sewer Fund - Stormwater	storm point repair supplies	\$149.94
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<i>FERGUSON ENTERPRISES - Total For Sewer Fund - Stormwater</i>			<i>\$149.94</i>
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FERGUSON ENTERPRISES	Water - Distribution	TUBE F/PULSE JET DEICER & NOZ TIP	\$231.68
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FERGUSON ENTERPRISES	Water - Distribution	CURB BOXES & RODS	\$160.00
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<i>FERGUSON ENTERPRISES - Total For Water - Distribution</i>			<i>\$391.68</i>
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FERGUSON ENTERPRISES	WWTP - Operations	Fittings	\$42.93
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<i>FERGUSON ENTERPRISES - Total For WWTP - Operations</i>			<i>\$42.93</i>
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FERGUSON ENTERPRISES - ALL DEPARTMENTS	\$584.55
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FIREROCK STEAKHOUSE

FIREROCK STEAKHOUSE	Fire-EMS Training	Gift Card for RN who instructed an EMS Class	\$75.00
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<i>FIREROCK STEAKHOUSE - Total For Fire-EMS Training</i>			<i>\$75.00</i>
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FIREROCK STEAKHOUSE - ALL DEPARTMENTS	\$75.00
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FIRST DATA MERCHANT

FIRST DATA MERCHANT	Ft. Caspar Museum	February 2020 Credit Card Fees	\$7.68
<i>FIRST DATA MERCHANT - Total For Ft. Caspar Museum</i>			<i>\$7.68</i>
FIRST DATA MERCHANT - ALL DEPARTMENTS			\$7.68

FORMS FULFILLMENT CE

FORMS FULFILLMENT CE	Finance	Check Stock - Tyler Business Forms	\$283.60
<i>FORMS FULFILLMENT CE - Total For Finance</i>			<i>\$283.60</i>
FORMS FULFILLMENT CE - ALL DEPARTMENTS			\$283.60

FREMONT MOTOR CASPER

FREMONT MOTOR CASPER	Capital Projects Fund	Plow 082261	\$36,236.70
<i>FREMONT MOTOR CASPER - Total For Capital Projects Fund</i>			<i>\$36,236.70</i>
FREMONT MOTOR CASPER - ALL DEPARTMENTS			\$36,236.70

GALLS

GALLS	Police Animal Control	Uniforms	\$142.35
<i>GALLS - Total For Police Animal Control</i>			<i>\$142.35</i>
GALLS - ALL DEPARTMENTS			\$142.35

GALLS, INC.

GALLS, INC.	Police Administration	Side zip duty boot	\$135.00
GALLS, INC.	Police Administration	Evo with side zipper	\$135.00
GALLS, INC.	Police Administration	Carbon Fiber Handcuff	\$56.70
<i>GALLS, INC. - Total For Police Administration</i>			<i>\$326.70</i>
GALLS, INC. - ALL DEPARTMENTS			\$326.70

GEOTEC INDUSTRIAL SU

GEOTEC INDUSTRIAL SU	RWS - Booster Stations	WOOD STAKES	\$21.00
GEOTEC INDUSTRIAL SU	RWS - Booster Stations	EROSION CONTROL FABRIC	\$550.00
<i>GEOTEC INDUSTRIAL SU - Total For RWS - Booster Stations</i>			<i>\$571.00</i>

GEOTEC INDUSTRIAL SU - ALL DEPARTMENTS	\$571.00
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GLOBAL EQUIPMENT COM

GLOBAL EQUIPMENT COM	Balefill - Diversion & Special	Industrial jack	\$403.46
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<i>GLOBAL EQUIPMENT COM - Total For Balefill - Diversion & Special</i>			<i>\$403.46</i>
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GLOBAL EQUIPMENT COM - ALL DEPARTMENTS	\$403.46
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GRAINGER, INC.

GRAINGER, INC.	Parks - Athletic Maint.	Gloves for employees	\$150.48
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<i>GRAINGER, INC. - Total For Parks - Athletic Maint.</i>			<i>\$150.48</i>
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GRAINGER, INC.	WWTP - Operations	Cleaner, nozzles	\$96.45
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GRAINGER, INC.	WWTP - Operations	Motor	\$102.96
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<i>GRAINGER, INC. - Total For WWTP - Operations</i>			<i>\$199.41</i>
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GRAINGER, INC. - ALL DEPARTMENTS	\$349.89
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GRAVES CONSULTING

GRAVES CONSULTING	Human Resources	Second invoice classification study	\$12,000.00
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<i>GRAVES CONSULTING - Total For Human Resources</i>			<i>\$12,000.00</i>
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GRAVES CONSULTING - ALL DEPARTMENTS	\$12,000.00
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GREATER WYOMING BIG

GREATER WYOMING BIG	Capital Projects Fund	1% #16 Funding Greater WY Big	\$10,505.16
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<i>GREATER WYOMING BIG - Total For Capital Projects Fund</i>			<i>\$10,505.16</i>
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GREATER WYOMING BIG - ALL DEPARTMENTS	\$10,505.16
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GREINER MOTOR CO - C

GREINER MOTOR CO - C	Water - Distribution	Unit 660276, trade in 660206	\$62,194.00
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<i>GREINER MOTOR CO - C - Total For Water - Distribution</i>			<i>\$62,194.00</i>
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GREINER MOTOR CO - C - ALL DEPARTMENTS	\$62,194.00
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GSG ARCHITECTURE

GSG ARCHITECTURE	Capital Projects Fund	Fire Station no. 5	\$2,086.51
<i>GSG ARCHITECTURE - Total For Capital Projects Fund</i>			<i>\$2,086.51</i>
GSG ARCHITECTURE - ALL DEPARTMENTS			\$2,086.51

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	City Council	TOOLS	\$135.96
<i>HARBOR FREIGHT TOOLS - Total For City Council</i>			<i>\$135.96</i>
HARBOR FREIGHT TOOLS	Fire-EMS Operations	Toggle Bolts	\$7.88
HARBOR FREIGHT TOOLS	Fire-EMS Operations	Square Bail PTO Lock Pin - Brush 2	\$3.49
<i>HARBOR FREIGHT TOOLS - Total For Fire-EMS Operations</i>			<i>\$11.37</i>
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$147.33

HARRAH'S MONORAIL

HARRAH'S MONORAIL	Fire-EMS Training	Travel while attending a training in Vegas	\$36.00
<i>HARRAH'S MONORAIL - Total For Fire-EMS Training</i>			<i>\$36.00</i>
HARRAH'S MONORAIL - ALL DEPARTMENTS			\$36.00

HASH HOUSE A GO GO

HASH HOUSE A GO GO	Fire-EMS Training	Meal while in at a training in Vegas	\$24.90
<i>HASH HOUSE A GO GO - Total For Fire-EMS Training</i>			<i>\$24.90</i>
HASH HOUSE A GO GO - ALL DEPARTMENTS			\$24.90

HC WAREHOUSE/BUCKSTA

HC WAREHOUSE/BUCKSTA	City Council	COVID 19 Spit Hoods	\$650.00
<i>HC WAREHOUSE/BUCKSTA - Total For City Council</i>			<i>\$650.00</i>
HC WAREHOUSE/BUCKSTA - ALL DEPARTMENTS			\$650.00

HILTON HOTELS

HILTON HOTELS	Fire-EMS Operations	Hotel for Deputy Chief Assessor	(\$39.15)
<i>HILTON HOTELS - Total For Fire-EMS Operations</i>			<i>(\$39.15)</i>
HILTON HOTELS	Fire-EMS Training	Hotel for Deputy Chief Assessor	(\$312.00)
HILTON HOTELS	Fire-EMS Training	Hotel for Deputy Chief Assessor	(\$183.36)

HILTON HOTELS	Fire-EMS Training	Hotel charges for Deputy Chief Assessor	\$312.00
HILTON HOTELS	Fire-EMS Training	Hotel for Deputy Chief Assessor	(\$312.00)
HILTON HOTELS	Fire-EMS Training	Hotel for Deputy Chief Assessor	(\$10.45)
HILTON HOTELS	Fire-EMS Training	Hotel for Deputy Chief Assessor	(\$104.64)
HILTON HOTELS	Fire-EMS Training	Room charge for Deputy Chief Assessor	\$104.64
HILTON HOTELS	Fire-EMS Training	Hotel charges for Deputy Chief Assessor	\$474.15
HILTON HOTELS	Fire-EMS Training	Hotel charges for Deputy Chief Assessor	\$209.28
HILTON HOTELS	Fire-EMS Training	Hotel Charges for Deputy Chief Assessor	\$312.00
HILTON HOTELS	Fire-EMS Training	Hotel for Deputy Chief Assessor	(\$15.47)

HILTON HOTELS - Total For Fire-EMS Training \$474.15

HILTON HOTELS - ALL DEPARTMENTS **\$435.00**

HITEK COMMUNICATIONS

HITEK COMMUNICATIONS	Ft. Caspar Museum	Camera System Install	\$11,240.00
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HITEK COMMUNICATIONS - Total For Ft. Caspar Museum \$11,240.00

HITEK COMMUNICATIONS	Police Administration	Repair camera at Marathon Bldg	\$90.00
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HITEK COMMUNICATIONS - Total For Police Administration \$90.00

HITEK COMMUNICATIONS - ALL DEPARTMENTS **\$11,330.00**

HOMAX OIL SALES INC

HOMAX OIL SALES INC	WWTP - Operations	Oil	\$1,211.20
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HOMAX OIL SALES INC - Total For WWTP - Operations \$1,211.20

HOMAX OIL SALES INC - ALL DEPARTMENTS **\$1,211.20**

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Bulk Fuel	\$15,520.16
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HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill \$15,520.16

HOMAX OIL SALES, INC	Fleet Maintenance Fund	Stock 02/F2	\$13,595.26
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HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund \$13,595.26

HOMAX OIL SALES, INC	Refuse - Residential	Antifreeze	\$391.25
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HOMAX OIL SALES, INC - Total For Refuse - Residential \$391.25

HOMAX OIL SALES, INC - ALL DEPARTMENTS **\$29,506.67**

HOMEDEPOT.COM

HOMEDEPOT.COM	Buildings & Structures Fund	Keybox for City Hall Doors	\$114.78
<i>HOMEDEPOT.COM - Total For Buildings & Structures Fund</i>			<i>\$114.78</i>
HOMEDEPOT.COM - ALL DEPARTMENTS			\$114.78

HOOD'S EQUIPMENT & S

HOOD'S EQUIPMENT & S	WWTP - Operations	Filters	\$72.12
<i>HOOD'S EQUIPMENT & S - Total For WWTP - Operations</i>			<i>\$72.12</i>
HOOD'S EQUIPMENT & S - ALL DEPARTMENTS			\$72.12

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Refuse - Recycling	Wash out hoses for new sweeper	\$357.62
<i>HOSE & RUBBER SUPPLY - Total For Refuse - Recycling</i>			<i>\$357.62</i>
HOSE & RUBBER SUPPLY	WWTP - Operations	Belts	\$5.66
HOSE & RUBBER SUPPLY	WWTP - Operations	Belts	\$32.36
HOSE & RUBBER SUPPLY	WWTP - Operations	Belt	\$15.76
<i>HOSE & RUBBER SUPPLY - Total For WWTP - Operations</i>			<i>\$53.78</i>
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$411.40

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Balefill - Disposal & Landfill	Replacement chains	\$1,943.11
<i>HOWARD SUPPLY COMPAN - Total For Balefill - Disposal & Landfill</i>			<i>\$1,943.11</i>
HOWARD SUPPLY COMPAN - ALL DEPARTMENTS			\$1,943.11

HUB FLOOR COVERING I

HUB FLOOR COVERING I	Balefill - Disposal & Landfill	Moss base, pine base	\$153.00
<i>HUB FLOOR COVERING I - Total For Balefill - Disposal & Landfill</i>			<i>\$153.00</i>
HUB FLOOR COVERING I - ALL DEPARTMENTS			\$153.00

INLAND TRUCK PARTS

INLAND TRUCK PARTS	Fleet Maintenance Fund	660231 DRIVELINE REPAIR	\$233.07
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INLAND TRUCK PARTS - Total For Fleet Maintenance Fund			\$233.07
INLAND TRUCK PARTS - ALL DEPARTMENTS			\$233.07

INTERFAITH OF NATRON

INTERFAITH OF NATRON	Capital Projects Fund	1% #16 Funding Interfaith	\$8,541.69
INTERFAITH OF NATRON - Total For Capital Projects Fund			\$8,541.69
INTERFAITH OF NATRON - ALL DEPARTMENTS			\$8,541.69

INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR	Balefill - Baler Processing	30 HP MOTOR DOOR GUIDES BALER BLDG	\$361.33
INTERMOUNTAIN MOTOR	Balefill - Baler Processing	30 HP MOTOR DOOR GUIDES BALER BLDG	\$1,617.64
INTERMOUNTAIN MOTOR - Total For Balefill - Baler Processing			\$1,978.97
INTERMOUNTAIN MOTOR	Buildings & Structures Fund	Motor Repair for City Hall HVAC System	\$636.22
INTERMOUNTAIN MOTOR - Total For Buildings & Structures Fund			\$636.22
INTERMOUNTAIN MOTOR - ALL DEPARTMENTS			\$2,615.19

INT'L CODE COUNCIL I

INT'L CODE COUNCIL I	Code Enforcement	Residential Electrical Inspector Exam	\$219.00
INT'L CODE COUNCIL I	Code Enforcement	Residential Mechanical Inspector Exam	\$219.00
INT'L CODE COUNCIL I - Total For Code Enforcement			\$438.00
INT'L CODE COUNCIL I - ALL DEPARTMENTS			\$438.00

INTUIT, INC.

INTUIT, INC.	Balefill - Baler Processing	CUTTING EDGES BALER	\$1,850.00
INTUIT, INC. - Total For Balefill - Baler Processing			\$1,850.00
INTUIT, INC.	Fire-EMS Operations	Fire Up Rescue - Boots	\$1,275.00
INTUIT, INC.	Fire-EMS Operations	CS Consulting - CO Sensor Replacement	\$670.53
INTUIT, INC. - Total For Fire-EMS Operations			\$1,945.53
INTUIT, INC.	Fleet Maintenance Fund	JACKED UP DEGREASER AND HAND PUMP	\$96.20
INTUIT, INC. - Total For Fleet Maintenance Fund			\$96.20
INTUIT, INC.	Police Administration	pre hire psych	\$400.00
INTUIT, INC.	Police Administration	pre hire psych	\$400.00
INTUIT, INC.	Police Administration	pre hire psych	\$400.00

INTUIT, INC.	Police Administration	pre hire psych	\$400.00
INTUIT, INC.	Police Administration	pre hire psych	\$400.00
INTUIT, INC.	Police Administration	pre hire psych	\$400.00
INTUIT, INC.	Police Administration	pre hire psych	\$400.00
<i>INTUIT, INC. - Total For Police Administration</i>			<i>\$2,800.00</i>
INTUIT, INC. - ALL DEPARTMENTS			\$6,691.73

JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Refuse - Recycling	222280 Repairs	\$584.84
<i>JACK'S TRUCK & EQUIP - Total For Refuse - Recycling</i>			<i>\$584.84</i>
JACK'S TRUCK & EQUIP - ALL DEPARTMENTS			\$584.84

JB MACHINE AND MANUF

JB MACHINE AND MANUF	Water - Distribution	Boring for oversized sleeves	\$500.00
<i>JB MACHINE AND MANUF - Total For Water - Distribution</i>			<i>\$500.00</i>
JB MACHINE AND MANUF - ALL DEPARTMENTS			\$500.00

JKC ENGINEERING

JKC ENGINEERING	Balefill - Disposal & Landfill	Annual Aerial Survey 19-070	\$2,518.50
<i>JKC ENGINEERING - Total For Balefill - Disposal & Landfill</i>			<i>\$2,518.50</i>
JKC ENGINEERING - ALL DEPARTMENTS			\$2,518.50

KIDDE SAFETY

KIDDE SAFETY	Fire-EMS Prevent & Inspect	Lock Boxes	\$1,061.59
<i>KIDDE SAFETY - Total For Fire-EMS Prevent & Inspect</i>			<i>\$1,061.59</i>
KIDDE SAFETY - ALL DEPARTMENTS			\$1,061.59

KINSCO

KINSCO	Fire-EMS Administration	Brush Pants	\$265.49
<i>KINSCO - Total For Fire-EMS Administration</i>			<i>\$265.49</i>
KINSCO - ALL DEPARTMENTS			\$265.49

KUBWATER RESOURCES,

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

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	Pants - Uniforms	\$896.00
L.N. CURTIS & SONS I	Fire-EMS Operations	Particulate Hood - Uniforms	\$1,048.00
<i>L.N. CURTIS & SONS I - Total For Fire-EMS Operations</i>			<i>\$1,944.00</i>
L.N. CURTIS & SONS I - ALL DEPARTMENTS			\$1,944.00

LA COSTA MEXICAN RES

LA COSTA MEXICAN RES	Fire-EMS Prevent & Inspect	Meal for Wyolink First Net Meeting	\$40.87
<i>LA COSTA MEXICAN RES - Total For Fire-EMS Prevent & Inspect</i>			<i>\$40.87</i>
LA COSTA MEXICAN RES - ALL DEPARTMENTS			\$40.87

LaerdalMedical

LaerdalMedical	Fire-EMS Operations	Disposables Canisters	\$835.95
<i>LaerdalMedical - Total For Fire-EMS Operations</i>			<i>\$835.95</i>
LaerdalMedical - ALL DEPARTMENTS			\$835.95

LINKO TECHNOLOGY

LINKO TECHNOLOGY	Water - Distribution	ANNUAL TOKAY COMPUTER AND DATA PROCES	\$530.00
<i>LINKO TECHNOLOGY - Total For Water - Distribution</i>			<i>\$530.00</i>
LINKO TECHNOLOGY - ALL DEPARTMENTS			\$530.00

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Cleaning/Disinfect	\$395.00
LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Clean scale, wash rags	\$845.00
LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Disinfect	\$475.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			<i>\$1,715.00</i>

LISA'S SPIC N SPAN - ALL DEPARTMENTS	\$1,715.00
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LOAF N JUG #0103

LOAF N JUG #0103	Fire-EMS Operations	Fuel	\$25.95
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<i>LOAF N JUG #0103 - Total For Fire-EMS Operations</i>			<i>\$25.95</i>
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LOAF N JUG #0103 - ALL DEPARTMENTS	\$25.95
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LOAF N JUG #0124

LOAF N JUG #0124	Police Administration	SERVICE STATIONS	\$9.57
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<i>LOAF N JUG #0124 - Total For Police Administration</i>			<i>\$9.57</i>
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LOAF N JUG #0124 - ALL DEPARTMENTS	\$9.57
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LOAF N JUG #0157

LOAF N JUG #0157	Police Administration	AUTOMATED FUEL DISPENSERS	\$17.99
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<i>LOAF N JUG #0157 - Total For Police Administration</i>			<i>\$17.99</i>
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LOAF N JUG #0157 - ALL DEPARTMENTS	\$17.99
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LOGMEIN GoToMeeting

LOGMEIN GoToMeeting	City Council	COVID 19 on line business meeting	\$201.60
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LOGMEIN GoToMeeting	City Council	COVID19 online meeting	\$404.31
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<i>LOGMEIN GoToMeeting - Total For City Council</i>			<i>\$605.91</i>
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LOGMEIN GoToMeeting - ALL DEPARTMENTS	\$605.91
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MAD TRANSPORT&TOWING

MAD TRANSPORT&TOWING	Fleet Maintenance Fund	230067 TOW TO SHOP	\$125.00
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<i>MAD TRANSPORT&TOWING - Total For Fleet Maintenance Fund</i>			<i>\$125.00</i>
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MAD TRANSPORT&TOWING - ALL DEPARTMENTS	\$125.00
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MCDONALD'S F35665

MCDONALD'S F35665	Police Administration	food for suspect inv	\$8.16
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<i>MCDONALD'S F35665 - Total For Police Administration</i>			<i>\$8.16</i>
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MCDONALD'S F35665 - ALL DEPARTMENTS	\$8.16
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MCLANE MANUFACTURING

MCLANE MANUFACTURING	Rec Center - Sports Programs	Edger blades	\$120.58
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<i>MCLANE MANUFACTURING - Total For Rec Center - Sports Programs</i>			<i>\$120.58</i>
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MCLANE MANUFACTURING - ALL DEPARTMENTS	\$120.58
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MEDICAP PHARMACY

MEDICAP PHARMACY	City Council	Thermometer (forehead)	\$34.39
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<i>MEDICAP PHARMACY - Total For City Council</i>			<i>\$34.39</i>
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MEDICAP PHARMACY - ALL DEPARTMENTS	\$34.39
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MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Disposal & Landfill	TOOLS	\$102.93
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MENARDS CASPER WY	Balefill - Disposal & Landfill	TOOL BOX MRF BUILDING	\$1,209.98
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<i>MENARDS CASPER WY - Total For Balefill - Disposal & Landfill</i>			<i>\$1,312.91</i>
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MENARDS CASPER WY	City Council	Hand Sanitizer	\$123.00
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<i>MENARDS CASPER WY - Total For City Council</i>			<i>\$123.00</i>
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MENARDS CASPER WY	Golf - Operations	Paper towels and trailer hitch adapter	\$41.98
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<i>MENARDS CASPER WY - Total For Golf - Operations</i>			<i>\$41.98</i>
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MENARDS CASPER WY	Water - Distribution	SPRAY BOTTLES	\$8.45
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<i>MENARDS CASPER WY - Total For Water - Distribution</i>			<i>\$8.45</i>
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MENARDS CASPER WY	Weed & Pest Fund	Supplies	\$558.70
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<i>MENARDS CASPER WY - Total For Weed & Pest Fund</i>			<i>\$558.70</i>
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MENARDS CASPER WY - ALL DEPARTMENTS	\$2,045.04
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MERBACK AWARDS COMPA

MERBACK AWARDS COMPA	Fire-EMS Administration	Captain Leinonen Name Plate	\$19.00
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<i>MERBACK AWARDS COMPA - Total For Fire-EMS Administration</i>			<i>\$19.00</i>
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MERBACK AWARDS COMPA	Planning - Admin	NAME TAGS CASPER HISTORIC PRESERVATION C	\$69.60
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<i>MERBACK AWARDS COMPA - Total For Planning - Admin</i>			<i>\$69.60</i>
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MERBACK AWARDS COMPA - ALL DEPARTMENTS	\$88.60
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MICHAELS FENCE & SUP

MICHAELS FENCE & SUP	Balefill - Disposal & Landfill	Bolts for litter fence	\$130.00
MICHAELS FENCE & SUP	Balefill - Disposal & Landfill	Portable fence parts	\$260.00

<i>MICHAELS FENCE & SUP - Total For Balefill - Disposal & Landfill</i>			<i>\$390.00</i>
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MICHAELS FENCE & SUP - ALL DEPARTMENTS			\$390.00
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MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY	Parks - Parks Maint.	Parts for fence at Mike Sedar	\$6.39
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<i>MICHAELSFENCE&SUPPLY - Total For Parks - Parks Maint.</i>			<i>\$6.39</i>
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MICHAELSFENCE&SUPPLY - ALL DEPARTMENTS			\$6.39
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MOTION INDUSTRIES

MOTION INDUSTRIES	WWTP - Operations	Vent	\$75.44
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<i>MOTION INDUSTRIES - Total For WWTP - Operations</i>			<i>\$75.44</i>
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MOTION INDUSTRIES - ALL DEPARTMENTS			\$75.44
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MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Capital Projects Fund	Purchase of 15 portable radios	\$85,815.00
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MOTOROLA SOLUTIONS	Capital Projects Fund	Purchase of 11 mobile radios	\$47,767.95
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<i>MOTOROLA SOLUTIONS - Total For Capital Projects Fund</i>			<i>\$133,582.95</i>
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MOTOROLA SOLUTIONS	Police Administration	Purchase of 11 mobile radios	\$10,615.10
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<i>MOTOROLA SOLUTIONS - Total For Police Administration</i>			<i>\$10,615.10</i>
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MOTOROLA SOLUTIONS - ALL DEPARTMENTS			\$144,198.05
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MOUNTAIN STATES

MOUNTAIN STATES	City Attorney	Letterhead	\$129.88
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<i>MOUNTAIN STATES - Total For City Attorney</i>			<i>\$129.88</i>
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MOUNTAIN STATES - ALL DEPARTMENTS			\$129.88
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MOUNTAIN WEST TELEPH

MOUNTAIN WEST TELEPH	Golf - Operations	internet for clubhouse	\$49.95
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<i>MOUNTAIN WEST TELEPH - Total For Golf - Operations</i>			\$49.95
MOUNTAIN WEST TELEPH	Hogadon - Operations	Guest Internet	\$99.90
<i>MOUNTAIN WEST TELEPH - Total For Hogadon - Operations</i>			\$99.90
MOUNTAIN WEST TELEPH	Police Administration	Wireless dish install	\$1,870.00
<i>MOUNTAIN WEST TELEPH - Total For Police Administration</i>			\$1,870.00
MOUNTAIN WEST TELEPH - ALL DEPARTMENTS			\$2,019.85

MOUNTAIN WEST VALUAT

MOUNTAIN WEST VALUAT	Planning - Admin	Appraisal Elkhorn Valley addition no. 3	\$2,000.00
<i>MOUNTAIN WEST VALUAT - Total For Planning - Admin</i>			\$2,000.00
MOUNTAIN WEST VALUAT - ALL DEPARTMENTS			\$2,000.00

MTN. STATES PIPE & S

MTN. STATES PIPE & S	Water	ERTS and Meters - Kamstrup	\$9,459.60
<i>MTN. STATES PIPE & S - Total For Water</i>			\$9,459.60
MTN. STATES PIPE & S - ALL DEPARTMENTS			\$9,459.60

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	City Council	Water Cans	\$38.97
<i>MURDOCH'S RANCH&HOME - Total For City Council</i>			\$38.97
MURDOCH'S RANCH&HOM	Parks - Parks Maint.	Clevis for Mike Sedar Project	\$12.98
<i>MURDOCH'S RANCH&HOME - Total For Parks - Parks Maint.</i>			\$12.98
MURDOCH'S RANCH&HOM	Traffic Control	Credit for overcharge on bolts for Mountain Rec	(\$39.44)
<i>MURDOCH'S RANCH&HOME - Total For Traffic Control</i>			(\$39.44)
MURDOCH'S RANCH&HOME - ALL DEPARTMENTS			\$12.51

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Code Enforcement	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$39.98
<i>NAPA AUTO PARTS CORP - Total For Code Enforcement</i>			\$39.98
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$39.98

NELSON/NYGAARD CONSU

NELSON/NYGAARD CONSU	Metropolitan Planning Org	Mills Main Street Corridor Study dec-feb 2020	\$3,930.75
<i>NELSON/NYGAARD CONSU - Total For Metropolitan Planning Org</i>			<i>\$3,930.75</i>
NELSON/NYGAARD CONSU - ALL DEPARTMENTS			\$3,930.75

NORCO, INC.

NORCO, INC.	Cemetery	NORCO CLEANING SUPPLIES	\$75.16
NORCO, INC.	Cemetery	LAB/MEDICAL/ NORCO CLEANING SUPPLIES	\$139.36
<i>NORCO, INC. - Total For Cemetery</i>			<i>\$214.52</i>
NORCO, INC.	City Council	COVID 19 Hospital grade disinfectant	\$18.47
NORCO, INC.	City Council	COVID19 hospital grade disinfectant	\$36.94
NORCO, INC.	City Council	Visors and protective headgear	\$612.46
NORCO, INC.	City Council	Respirators/Gloves	\$992.69
<i>NORCO, INC. - Total For City Council</i>			<i>\$1,660.56</i>
NORCO, INC.	Parks - Parks Maint.	Hard Hats	\$363.51
<i>NORCO, INC. - Total For Parks - Parks Maint.</i>			<i>\$363.51</i>
NORCO, INC.	Streets	Cleaning Supplies	\$142.70
<i>NORCO, INC. - Total For Streets</i>			<i>\$142.70</i>
NORCO, INC. - ALL DEPARTMENTS			\$2,381.29

ONE CALL OF WY.

ONE CALL OF WY.	Sewer Fund - Collection	Tickets for March 2020	\$290.93
<i>ONE CALL OF WY. - Total For Sewer Fund - Collection</i>			<i>\$290.93</i>
ONE CALL OF WY.	Traffic Control	Monthly Street/Traffic Locates March 2020	\$147.75
<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$147.75</i>
ONE CALL OF WY.	Water - Distribution	Tickets for March 2020	\$355.57
<i>ONE CALL OF WY. - Total For Water - Distribution</i>			<i>\$355.57</i>
ONE CALL OF WY. - ALL DEPARTMENTS			\$794.25

O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Parks - Parks Maint.	Tire Guage with Tax	\$14.69
O'REILLY AUTO PARTS	Parks - Parks Maint.	Purchase of tire guage without tax	\$13.99
O'REILLY AUTO PARTS	Parks - Parks Maint.	Refund of tire guage with tax	(\$14.69)
<i>O'REILLY AUTO PARTS - Total For Parks - Parks Maint.</i>			<i>\$13.99</i>

O'REILLY AUTO PARTS - ALL DEPARTMENTS	\$13.99
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PARTMASTER

PARTMASTER	Balefill - Baler Processing	LED FIXTURE FOR MRF BALER HOPPER	\$382.38
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<i>PARTMASTER - Total For Balefill - Baler Processing</i>			<i>\$382.38</i>
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PARTMASTER - ALL DEPARTMENTS	\$382.38
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PARTSMASTER

PARTSMASTER	Fleet Maintenance Fund	Torrent Partswasher	\$375.00
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PARTSMASTER	Fleet Maintenance Fund	Torrent Partswasher	\$525.00
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<i>PARTSMASTER - Total For Fleet Maintenance Fund</i>			<i>\$900.00</i>
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PARTSMASTER - ALL DEPARTMENTS	\$900.00
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PAYPAL INFO

PAYPAL INFO	Balefill - Disposal & Landfill	2 OVERHEAD DOORS LANDFILL STORAGE BLDG	\$18,974.00
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<i>PAYPAL INFO - Total For Balefill - Disposal & Landfill</i>			<i>\$18,974.00</i>
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PAYPAL INFO - ALL DEPARTMENTS	\$18,974.00
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PAYPAL PHANTOMFILA

PAYPAL PHANTOMFILA	Balefill - Disposal & Landfill	STEPS AND INSTALL AT QUONSET	\$1,545.00
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PAYPAL PHANTOMFILA	Balefill - Disposal & Landfill	STEPS AND INSTALL AT QUONSET	\$1,545.00
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PAYPAL PHANTOMFILA	Balefill - Disposal & Landfill	STEPS AND INSTALL AT QUONSET	\$1,030.00
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<i>PAYPAL PHANTOMFILA - Total For Balefill - Disposal & Landfill</i>			<i>\$4,120.00</i>
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PAYPAL PHANTOMFILA - ALL DEPARTMENTS	\$4,120.00
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PCNATION/OFFICENATIO

PCNATION/OFFICENATIO	Code Enforcement	ELECTRONIC SALES (Docking Stations 2)	\$339.14
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<i>PCNATION/OFFICENATIO - Total For Code Enforcement</i>			<i>\$339.14</i>
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PCNATION/OFFICENATIO - ALL DEPARTMENTS	\$339.14
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PIZZA HUT 035955

PIZZA HUT 035955	Regional Water Operations	JPB Lunch	\$66.07
<i>PIZZA HUT 035955 - Total For Regional Water Operations</i>			<i>\$66.07</i>
PIZZA HUT 035955 - ALL DEPARTMENTS			\$66.07

PORTER, MUIRHEAD, CO

PORTER, MUIRHEAD, CO	Finance	Annual Audit FY 2019	\$52,000.00
<i>PORTER, MUIRHEAD, CO - Total For Finance</i>			<i>\$52,000.00</i>
PORTER, MUIRHEAD, CO - ALL DEPARTMENTS			\$52,000.00

PP KUSTOMKONCE

PP KUSTOMKONCE	Fire-EMS Operations	Material to make a shelf for Brush 2	\$467.10
<i>PP KUSTOMKONCE - Total For Fire-EMS Operations</i>			<i>\$467.10</i>
PP KUSTOMKONCE - ALL DEPARTMENTS			\$467.10

PURVIS INDUSTRIES

PURVIS INDUSTRIES	Sewer Fund - Collection	tax applied-returned and refunded in next trans	\$149.47
PURVIS INDUSTRIES	Sewer Fund - Collection	refunded from prior transaction due to tax bein	(\$149.47)
PURVIS INDUSTRIES	Sewer Fund - Collection	hose mending supplies	\$142.83
<i>PURVIS INDUSTRIES - Total For Sewer Fund - Collection</i>			<i>\$142.83</i>
PURVIS INDUSTRIES	WWTP - Operations	Pipe fitting	\$13.51
<i>PURVIS INDUSTRIES - Total For WWTP - Operations</i>			<i>\$13.51</i>
PURVIS INDUSTRIES - ALL DEPARTMENTS			\$156.34

QQUEST SOFTWARE SYSTE

QQUEST SOFTWARE SYSTE	Human Resources	TIMEFORCE MONTHLY USER FEES	\$2,667.25
<i>QQUEST SOFTWARE SYSTE - Total For Human Resources</i>			<i>\$2,667.25</i>
QQUEST SOFTWARE SYSTE - ALL DEPARTMENTS			\$2,667.25

RAMKOTA HOTEL AND CO

RAMKOTA HOTEL AND CO	Golf - Operations	LODGING, HOTELS, MOTELS, RESORTS Golf Pro i	\$96.00
<i>RAMKOTA HOTEL AND CO - Total For Golf - Operations</i>			<i>\$96.00</i>

RAMKOTA HOTEL AND CO - ALL DEPARTMENTS	\$96.00
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RAPID FIRE PROTECTIO

RAPID FIRE PROTECTIO	Balefill - Baler Processing	Dry system trip	\$715.00
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<i>RAPID FIRE PROTECTIO - Total For Balefill - Baler Processing</i>			<i>\$715.00</i>
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RAPID FIRE PROTECTIO - ALL DEPARTMENTS	\$715.00
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RECYKLING INDUSTRIAL

RECYKLING INDUSTRIAL	Balefill - Baler Processing	BALER KNIVES 2 SETS W BOLTS FOR BALING SYS	\$8,354.00
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<i>RECYKLING INDUSTRIAL - Total For Balefill - Baler Processing</i>			<i>\$8,354.00</i>
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RECYKLING INDUSTRIAL - ALL DEPARTMENTS	\$8,354.00
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RELIANTJOBFAIRS

RELIANTJOBFAIRS	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE CLAS	\$450.00
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<i>RELIANTJOBFAIRS - Total For Police Administration</i>			<i>\$450.00</i>
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RELIANTJOBFAIRS - ALL DEPARTMENTS	\$450.00
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RICOH USA INC

RICOH USA INC	Planning - Admin	Copier March 2020	\$244.66
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<i>RICOH USA INC - Total For Planning - Admin</i>			<i>\$244.66</i>
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RICOH USA INC	Police Administration	March Copier	\$48.37
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<i>RICOH USA INC - Total For Police Administration</i>			<i>\$48.37</i>
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RICOH USA INC - ALL DEPARTMENTS	\$293.03
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RMI CASPER

RMI CASPER	City Council	COVID19 disposable gloves	\$831.40
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RMI CASPER	City Council	PPE Supplies	\$2,935.29
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<i>RMI CASPER - Total For City Council</i>			<i>\$3,766.69</i>
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RMI CASPER	Fleet Maintenance Fund	SUPPLIES FOR SAFETY ZONE	\$98.01
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<i>RMI CASPER - Total For Fleet Maintenance Fund</i>			<i>\$98.01</i>
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RMI CASPER - ALL DEPARTMENTS	\$3,864.70
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ROCKY MOUNTAIN AIR S

ROCKY MOUNTAIN AIR S	Regional Water Operations	Chemicals Oxygen	\$3,733.33
<i>ROCKY MOUNTAIN AIR S - Total For Regional Water Operations</i>			\$3,733.33
ROCKY MOUNTAIN AIR S - ALL DEPARTMENTS			\$3,733.33

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Electricity acct. 54730761-088 1	\$4,459.35
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			\$4,459.35
ROCKY MOUNTAIN POWER	Aquatics - Pool	Acct. 54730761-112 9	\$420.12
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Pool</i>			\$420.12
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	electricity acct. 54730761-090 7	\$9,965.13
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Closed balefill gas acct. 54730761-139 2	\$629.92
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i>			\$10,595.05
ROCKY MOUNTAIN POWER	Cemetery	acct. 54730761-092 3	\$116.00
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			\$116.00
ROCKY MOUNTAIN POWER	City Center Building	Acct. 54730761-093 1	\$1,240.58
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			\$1,240.58
ROCKY MOUNTAIN POWER	City Hall	Acct. 54730761-093 1	\$3,143.59
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			\$3,143.59
ROCKY MOUNTAIN POWER	Fire-EMS Administration	acct. 54730761-104 6	\$208.09
ROCKY MOUNTAIN POWER	Fire-EMS Administration	acct. 60445507-008 5	\$850.59
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct. 54730761-097 2	\$2,412.91
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			\$3,471.59
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Acct. 54730761-096 4	\$3,736.93
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			\$3,736.93
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	acct. 54730761-098 0	\$569.79
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			\$569.79
ROCKY MOUNTAIN POWER	Golf - Operations	Acct. 54730761-099 8	\$2,298.04
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			\$2,298.04
ROCKY MOUNTAIN POWER	Hogadon - Operations	acct. 54730761-126 9	\$4,840.69
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct. 54730761-100 4	\$3,736.68
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$8,577.37
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Electricity acct. 54730761-101 2	\$6,032.37
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			\$6,032.37

ROCKY MOUNTAIN POWER	Marathon Building	Acct. 54730761-093 1	\$1,175.38
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			<i>\$1,175.38</i>
ROCKY MOUNTAIN POWER	Metro Animal Shelter	Acct. 54730761-102 0	\$849.00
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			<i>\$849.00</i>
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct. 54730761-093 1	\$35.99
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			<i>\$35.99</i>
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct 54730761-103 8	\$1,581.68
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			<i>\$1,581.68</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct. 54730761-132 7	\$2,960.19
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct. 54730761-115 2	\$59.15
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$3,019.34</i>
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct. 54730761-146 7	\$234.35
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			<i>\$234.35</i>
ROCKY MOUNTAIN POWER	Rec Center - Operations	acct. 54730761-095 6	\$3,075.18
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			<i>\$3,075.18</i>
ROCKY MOUNTAIN POWER	Regional Water Operations	Electricity 60931133-001-026	\$39,666.58
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			<i>\$39,666.58</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Electricity 60931133-001-026	\$9,613.28
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$9,613.28</i>
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Acct. 54730761-130 1	\$63.63
ROCKY MOUNTAIN POWER	Sewer Fund - Collection	Acct. 54730761- 105 3	\$527.83
<i>ROCKY MOUNTAIN POWER - Total For Sewer Fund - Collection</i>			<i>\$591.46</i>
ROCKY MOUNTAIN POWER	Traffic Control	acct. 60445507-010 1	\$85.69
ROCKY MOUNTAIN POWER	Traffic Control	Acct. 54730761-106 1	\$45,395.83
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$45,481.52</i>
ROCKY MOUNTAIN POWER	Water - Tanks	Acct. 54730761-107 9	\$19,229.52
ROCKY MOUNTAIN POWER	Water - Tanks	Electricity acct. 54730761-135 0	\$73.67
ROCKY MOUNTAIN POWER	Water - Tanks	Acct. 54730761-002 2	\$1,090.92
<i>ROCKY MOUNTAIN POWER - Total For Water - Tanks</i>			<i>\$20,394.11</i>
ROCKY MOUNTAIN POWER	WWTP - Operations	acct. 5473076-108 7	\$23,101.62
<i>ROCKY MOUNTAIN POWER - Total For WWTP - Operations</i>			<i>\$23,101.62</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$193,480.27

ROTARY CLUB OF CASPE

ROTARY CLUB OF CASPE	City Manager	Qrtly dues, meals	\$228.00
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ROTARY CLUB OF CASPE - Total For City Manager	\$228.00
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ROTARY CLUB OF CASPE - ALL DEPARTMENTS	\$228.00
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RUSSELL INDUSTRIES I

RUSSELL INDUSTRIES I	WWTP - Operations	Wear plates	\$428.64
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<i>RUSSELL INDUSTRIES I - Total For WWTP - Operations</i>			<i>\$428.64</i>
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RUSSELL INDUSTRIES I - ALL DEPARTMENTS	\$428.64
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SAFETY VISION

SAFETY VISION	Refuse - Residential	SAFETY VISION CAMERA	\$401.49
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<i>SAFETY VISION - Total For Refuse - Residential</i>			<i>\$401.49</i>
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SAFETY VISION - ALL DEPARTMENTS	\$401.49
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SAMS CLUB #6425

SAMS CLUB #6425	Buildings & Structures Fund	Custodial Supplies for City Hall	\$16.98
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<i>SAMS CLUB #6425 - Total For Buildings & Structures Fund</i>			<i>\$16.98</i>
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SAMS CLUB #6425	City Council	Food/Snacks for EOC	\$84.41
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<i>SAMS CLUB #6425 - Total For City Council</i>			<i>\$84.41</i>
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SAMS CLUB #6425 - ALL DEPARTMENTS	\$101.39
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SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Disposal & Landfill	HAND SOAP	\$28.94
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<i>SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$28.94</i>
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SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	\$133.49
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<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$133.49</i>
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SAMSCLUB #6425	WWTP - Operations	Cleaner, paper towels	\$36.11
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<i>SAMSCLUB #6425 - Total For WWTP - Operations</i>			<i>\$36.11</i>
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SAMSCLUB #6425 - ALL DEPARTMENTS	\$198.54
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SAMSCLUB.COM

SAMSCLUB.COM	Fire-EMS Operations	Membership Renewal	\$84.84
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SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$222.94
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SAMSClub.COM	Fire-EMS Operations	Station Supplies	\$66.40
<i>SAMSClub.COM - Total For Fire-EMS Operations</i>			<i>\$374.18</i>
SAMSClub.COM - ALL DEPARTMENTS			\$374.18

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$30.24
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$30.24</i>
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$30.24

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Supplies for new Water Garage Wind Blocks	\$63.90
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Supplies to repair holes in wall at Recreation Ce	\$94.84
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Supplies for new Water Plant Doors and Wind Bl	\$49.95
SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Drywall repair supplies for Recreation Center	\$45.73
<i>SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund</i>			<i>\$254.42</i>
SHERWIN-WILLIAMS COR	City Council	All Purpose Coverall	\$148.08
SHERWIN-WILLIAMS COR	City Council	All Purpose Coveralls	\$69.39
<i>SHERWIN-WILLIAMS COR - Total For City Council</i>			<i>\$217.47</i>
SHERWIN-WILLIAMS COR	Golf - Operations	GLASS, PAINT, WALLPAPER STORES sample 19th	\$34.96
SHERWIN-WILLIAMS COR	Golf - Operations	GLASS, PAINT, WALLPAPER STORES - 19th Hole	\$892.11
<i>SHERWIN-WILLIAMS COR - Total For Golf - Operations</i>			<i>\$927.07</i>
SHERWIN-WILLIAMS COR	Traffic Control	red paint for Pineview school curb painting	\$98.85
<i>SHERWIN-WILLIAMS COR - Total For Traffic Control</i>			<i>\$98.85</i>
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$1,497.81

SMARSH, INC

SMARSH, INC	Information Services	Archiving March 2020	\$1,831.50
<i>SMARSH, INC - Total For Information Services</i>			<i>\$1,831.50</i>
SMARSH, INC - ALL DEPARTMENTS			\$1,831.50

SNAP-ON TOOLS CO

SNAP-ON TOOLS CO	Fleet Maintenance Fund	UPDATE DIAGNOSTIC SOFTWARE	\$949.01
<i>SNAP-ON TOOLS CO - Total For Fleet Maintenance Fund</i>			<i>\$949.01</i>

SNAP-ON TOOLS CO - ALL DEPARTMENTS**\$949.01****SOFT DR INC**

SOFT DR INC	Municipal Court	Water	\$43.10
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<i>SOFT DR INC - Total For Municipal Court</i>			<i>\$43.10</i>
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SOFT DR INC - ALL DEPARTMENTS**\$43.10****SONNYS RV SALES**

SONNYS RV SALES	City Council	Adapter Cord for MCU/EOC	\$63.09
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<i>SONNYS RV SALES - Total For City Council</i>			<i>\$63.09</i>
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SONNYS RV SALES - ALL DEPARTMENTS**\$63.09****SOURCE OFFICE**

SOURCE OFFICE	Balefill - Disposal & Landfill	OFFICE SUPPLIES	\$12.50
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SOURCE OFFICE	Balefill - Disposal & Landfill	OFFICE SUPPLIES	\$156.45
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SOURCE OFFICE	Balefill - Disposal & Landfill	OFFICE SUPPLIES	\$28.47
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<i>SOURCE OFFICE - Total For Balefill - Disposal & Landfill</i>			<i>\$197.42</i>
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SOURCE OFFICE	Refuse - Residential	OFFICE SUPPLIES	\$201.02
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SOURCE OFFICE	Refuse - Residential	OFFICE SUPPLIES	\$99.48
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<i>SOURCE OFFICE - Total For Refuse - Residential</i>			<i>\$300.50</i>
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SOURCE OFFICE - ALL DEPARTMENTS**\$497.92****SP CLK SUPPLIES, L**

SP CLK SUPPLIES, L	Buildings & Structures Fund	New Key Cutting Machine for BAS	\$999.00
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<i>SP CLK SUPPLIES, L - Total For Buildings & Structures Fund</i>			<i>\$999.00</i>
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SP CLK SUPPLIES, L - ALL DEPARTMENTS**\$999.00****SP SONIMTECH STORE**

SP SONIMTECH STORE	Police Administration	phone cases and screen protectors	\$167.80
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SP SONIMTECH STORE	Police Administration	credit for exchanged cases and screen protector	(\$159.80)
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<i>SP SONIMTECH STORE - Total For Police Administration</i>			<i>\$8.00</i>
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SP SONIMTECH STORE - ALL DEPARTMENTS	\$8.00
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SQ 307 POWERWASH SE

SQ 307 POWERWASH SE	Parks - Parks Maint.	Graffiti Removal	\$200.00
SQ 307 POWERWASH SE	Parks - Parks Maint.	Graffiti Removal at north casper pedestrian brid	\$200.00
<i>SQ 307 POWERWASH SE - Total For Parks - Parks Maint.</i>			<i>\$400.00</i>

SQ 307 POWERWASH SE - ALL DEPARTMENTS	\$400.00
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SQ ATLANTIC ELECTRI

SQ ATLANTIC ELECTRI	Balefill - Disposal & Landfill	TRENCHING NEW QUONSET	\$1,160.00
SQ ATLANTIC ELECTRI	Balefill - Disposal & Landfill	PLUG INS FOR COMPACTOR HEATERS	\$1,150.00
<i>SQ ATLANTIC ELECTRI - Total For Balefill - Disposal & Landfill</i>			<i>\$2,310.00</i>
SQ ATLANTIC ELECTRI	Capital Projects Fund	Repairing wiring for the lights at the Recreation	\$227.00
<i>SQ ATLANTIC ELECTRI - Total For Capital Projects Fund</i>			<i>\$227.00</i>

SQ ATLANTIC ELECTRI - ALL DEPARTMENTS	\$2,537.00
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SQ GOOD2GO CORP

SQ GOOD2GO CORP	Fire-EMS Training	Good 2 Go - Food while attending training	\$8.15
<i>SQ GOOD2GO CORP - Total For Fire-EMS Training</i>			<i>\$8.15</i>

SQ GOOD2GO CORP - ALL DEPARTMENTS	\$8.15
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SQ MEGAN STRAWN

SQ MEGAN STRAWN	Police Administration	IA transcriptions x 4	\$462.00
<i>SQ MEGAN STRAWN - Total For Police Administration</i>			<i>\$462.00</i>

SQ MEGAN STRAWN - ALL DEPARTMENTS	\$462.00
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SQ MY EDUCATIONAL R

SQ MY EDUCATIONAL R	Fire-EMS Training	ACLS Instructor Initial Purchase and BLS Reviewa	\$250.00
<i>SQ MY EDUCATIONAL R - Total For Fire-EMS Training</i>			<i>\$250.00</i>

SQ MY EDUCATIONAL R - ALL DEPARTMENTS	\$250.00
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SQ PEDEN'S INC.

SQ PEDEN'S INC.	Fire-EMS Operations	Embroidered Maltese Cross - Uniform	\$32.00
<i>SQ PEDEN'S INC. - Total For Fire-EMS Operations</i>			<i>\$32.00</i>
SQ PEDEN'S INC. - ALL DEPARTMENTS			\$32.00

SQ SUMMIT ELECTRIC

SQ SUMMIT ELECTRIC	Buildings & Structures Fund	Electrical contractor work to hook up vacuums	\$465.42
<i>SQ SUMMIT ELECTRIC - Total For Buildings & Structures Fund</i>			<i>\$465.42</i>
SQ SUMMIT ELECTRIC - ALL DEPARTMENTS			\$465.42

STAPLES

STAPLES	City Council	STATIONARY, OFFICE AND SCHOOL SUPPLY STO	\$16.99
STAPLES	City Council	Printer and paper for the EOC	\$261.40
<i>STAPLES - Total For City Council</i>			<i>\$278.39</i>
STAPLES	Golf - Operations	White board for mechanic bay	\$53.99
<i>STAPLES - Total For Golf - Operations</i>			<i>\$53.99</i>
STAPLES - ALL DEPARTMENTS			\$332.38

STATE OF WY.

STATE OF WY.	Balefill - Disposal & Landfill	Closure and post closure premium	\$792.46
STATE OF WY.	Balefill - Disposal & Landfill	Annual WDEQ Title V fee	\$2,645.59
<i>STATE OF WY. - Total For Balefill - Disposal & Landfill</i>			<i>\$3,438.05</i>
STATE OF WY. - ALL DEPARTMENTS			\$3,438.05

STINKER #83

STINKER #83	Police Administration	AUTOMATED FUEL DISPENSERS	\$31.01
<i>STINKER #83 - Total For Police Administration</i>			<i>\$31.01</i>
STINKER #83 - ALL DEPARTMENTS			\$31.01

STOTZ EQUIPMENT

STOTZ EQUIPMENT	Balefill - Disposal & Landfill	TINES FOR UNLOADING TURBINE BLADES	\$147.84
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<i>STOTZ EQUIPMENT - Total For Balefill - Disposal & Landfill</i>			<i>\$147.84</i>
STOTZ EQUIPMENT	Regional Water Operations	Lawn Mower repair; credit issued for tax charge	\$153.87
STOTZ EQUIPMENT	Regional Water Operations	Credit for tax charged on Invoice W15788 (2-25-	(\$7.33)
<i>STOTZ EQUIPMENT - Total For Regional Water Operations</i>			<i>\$146.54</i>
STOTZ EQUIPMENT - ALL DEPARTMENTS			\$294.38

TACO JOHNS 9226

TACO JOHNS 9226	City Council	COVID 19 meal for transport to lab	\$7.08
<i>TACO JOHNS 9226 - Total For City Council</i>			<i>\$7.08</i>
TACO JOHNS 9226 - ALL DEPARTMENTS			\$7.08

TARGET

TARGET	Police Administration	cleaning supplies	\$29.04
<i>TARGET - Total For Police Administration</i>			<i>\$29.04</i>
TARGET - ALL DEPARTMENTS			\$29.04

THATCHER CO.

THATCHER CO.	WWTP - Regional Interceptor	Ferrous Chloride delivery to NPSSI Corrosion Co	\$8,842.68
THATCHER CO.	WWTP - Regional Interceptor	Ferrous Chloride delivery on 3/19/2020	\$8,945.64
<i>THATCHER CO. - Total For WWTP - Regional Interceptors</i>			<i>\$17,788.32</i>
THATCHER CO. - ALL DEPARTMENTS			\$17,788.32

THE HOME DEPOT

THE HOME DEPOT	Balefill - Disposal & Landfill	SNEEZE GUARD SCALE HOUSE COUNTER NAILS	\$346.86
<i>THE HOME DEPOT - Total For Balefill - Disposal & Landfill</i>			<i>\$346.86</i>
THE HOME DEPOT	Buildings & Structures Fund	Custodial Supplies for City Hall	\$11.40
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$11.40</i>
THE HOME DEPOT	Hogadon - Operations	Lift scaffold Repair	\$22.61
THE HOME DEPOT	Hogadon - Operations	Lift Scaffold Repair	\$15.92
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$38.53</i>
THE HOME DEPOT	Meter Services	Clear drum liners	\$19.97
<i>THE HOME DEPOT - Total For Meter Services</i>			<i>\$19.97</i>
THE HOME DEPOT	Municipal Court	Cabinet and Counter Top	\$264.00

<i>THE HOME DEPOT - Total For Municipal Court</i>			\$264.00
THE HOME DEPOT	Water - Distribution	towels, gloves, disinfect. spray	\$63.81
<i>THE HOME DEPOT - Total For Water - Distribution</i>			\$63.81
THE HOME DEPOT - ALL DEPARTMENTS			\$744.57

THE UPS STORE

THE UPS STORE	Fire-EMS Administration	Shipment	\$26.16
<i>THE UPS STORE - Total For Fire-EMS Administration</i>			\$26.16
THE UPS STORE - ALL DEPARTMENTS			\$26.16

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>			\$1,500.06
THOMSON WEST TCD - ALL DEPARTMENTS			\$1,500.06

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	WWTP - Operations	Printing/Copier Maintenance March 2020	\$152.71
<i>TOP OFFICE PRODUCTS - Total For WWTP - Operations</i>			\$152.71
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$152.71

TRAVELOCITY 75044980

TRAVELOCITY 75044980	Balefill - Disposal & Landfill	TRAVEL AGENCIES	(\$262.48)
TRAVELOCITY 75044980	Balefill - Disposal & Landfill	TRAVEL AGENCIES	\$262.48
<i>TRAVELOCITY 75044980 - Total For Balefill - Disposal & Landfill</i>			\$0.00
TRAVELOCITY 75044980 - ALL DEPARTMENTS			\$0.00

TRIHYRO CORP.

TRIHYRO CORP.	Capital Projects Fund	EPA Brownfields Petroleum	\$6,712.75
<i>TRIHYRO CORP. - Total For Capital Projects Fund</i>			\$6,712.75
TRIHYRO CORP. - ALL DEPARTMENTS			\$6,712.75

TURF MASTER LLC

TURF MASTER LLC	Parks - Athletic Maint.	LANDSCAPE AND HORTICULTURAL SERVICES	\$575.00
<i>TURF MASTER LLC - Total For Parks - Athletic Maint.</i>			<i>\$575.00</i>
TURF MASTER LLC - ALL DEPARTMENTS			\$575.00

TWEED'S WHOLESALE

TWEED'S WHOLESALE	Rec Center - Operations	Toilet Paper	\$209.80
<i>TWEED'S WHOLESALE - Total For Rec Center - Operations</i>			<i>\$209.80</i>
TWEED'S WHOLESALE - ALL DEPARTMENTS			\$209.80

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Tyler Conversion Implementation	\$504.00
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Tyler Conversion	\$56.00
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill</i>			<i>\$560.00</i>
TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler Conversion Implementation	\$8,694.00
TYLER TECHNOLOGIES I	Capital Projects Fund	Tyler Conversion	\$966.00
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			<i>\$9,660.00</i>
TYLER TECHNOLOGIES I	Finance	Refund - Tyler Conference Cancelled	(\$975.00)
<i>TYLER TECHNOLOGIES I - Total For Finance</i>			<i>(\$975.00)</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler Conversion Implementation	\$756.00
TYLER TECHNOLOGIES I	Refuse - Residential	Tyler Conversion	\$84.00
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>\$840.00</i>
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion	\$14.00
TYLER TECHNOLOGIES I	Regional Water Operations	Tyler Conversion Implementation	\$126.00
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			<i>\$140.00</i>
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Conversion	\$70.00
TYLER TECHNOLOGIES I	Sewer Fund - Collection	Tyler Conversion Implementation	\$630.00
<i>TYLER TECHNOLOGIES I - Total For Sewer Fund - Collection</i>			<i>\$700.00</i>
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Conversion	\$154.00
TYLER TECHNOLOGIES I	Water - Distribution	Tyler Conversion Implementation	\$1,386.00
<i>TYLER TECHNOLOGIES I - Total For Water - Distribution</i>			<i>\$1,540.00</i>
TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Conversion	\$56.00
TYLER TECHNOLOGIES I	WWTP - Operations	Tyler Conversion Implementation	\$504.00

TYLER TECHNOLOGIES I - Total For WWTP - Operations	\$560.00
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TYLER TECHNOLOGIES I - ALL DEPARTMENTS	\$13,025.00
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UNITED 0162495818

UNITED 0162495818	Police Administration	UNITED AIRLINES	\$557.80
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UNITED 0162495818	Police Administration	UNITED AIRLINES	\$557.80
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UNITED 0162495818 - Total For Police Administration	\$1,115.60
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UNITED 0162495818 - ALL DEPARTMENTS	\$1,115.60
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UNIVERSITY OF LOUISV

UNIVERSITY OF LOUISV	Police Administration	cancel class for boyle	(\$420.00)
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UNIVERSITY OF LOUISV	Police Administration	cancel class for nunn	(\$420.00)
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UNIVERSITY OF LOUISV - Total For Police Administration	(\$840.00)
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UNIVERSITY OF LOUISV - ALL DEPARTMENTS	(\$840.00)
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UPS (800) 811-1648

UPS (800) 811-1648	Police Animal Control	postage to send scanners for repair	\$12.26
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UPS (800) 811-1648 - Total For Police Animal Control	\$12.26
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UPS (800) 811-1648 - ALL DEPARTMENTS	\$12.26
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URGENT CARE OF CASPE

URGENT CARE OF CASPE	Property Insurance Fund	Urgent Care payment 4.1.2020	\$532.00
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URGENT CARE OF CASPE - Total For Property Insurance Fund	\$532.00
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URGENT CARE OF CASPE - ALL DEPARTMENTS	\$532.00
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USPS PO 5715580945

USPS PO 5715580945	Parks - Parks Maint.	Postage	\$7.72
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USPS PO 5715580945 - Total For Parks - Parks Maint.	\$7.72
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USPS PO 5715580945 - ALL DEPARTMENTS	\$7.72
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VCN WYDOT CASPER CTR

VCN WYDOT CASPER CTR	Parks - Parks Maint.	CDL Test	\$165.20
<i>VCN WYDOT CASPER CTR - Total For Parks - Parks Maint.</i>			<i>\$165.20</i>
VCN WYDOT CASPER CTR - ALL DEPARTMENTS			\$165.20

VERIZON CONNECT NWF

VERIZON CONNECT NWF	Code Enforcement	Verizon connect March 2020 Acct. CITY060	\$170.55
<i>VERIZON CONNECT NWF - Total For Code Enforcement</i>			<i>\$170.55</i>
VERIZON CONNECT NWF	Fleet Maintenance Fund	Verizon connect March 2020 Acct. CITY060	\$18.95
<i>VERIZON CONNECT NWF - Total For Fleet Maintenance Fund</i>			<i>\$18.95</i>
VERIZON CONNECT NWF	Parks - Parks Maint.	Verizon connect March 2020 Acct. CITY060	\$280.35
<i>VERIZON CONNECT NWF - Total For Parks - Parks Maint.</i>			<i>\$280.35</i>
VERIZON CONNECT NWF	Police Animal Control	Verizon connect March 2020 Acct. CITY060	\$113.70
<i>VERIZON CONNECT NWF - Total For Police Animal Control</i>			<i>\$113.70</i>
VERIZON CONNECT NWF	Refuse - Residential	Verizon connect March 2020 Acct. CITY060	\$604.45
<i>VERIZON CONNECT NWF - Total For Refuse - Residential</i>			<i>\$604.45</i>
VERIZON CONNECT NWF	Sewer Fund - Collection	Verizon connect March 2020 Acct. CITY060	\$56.85
<i>VERIZON CONNECT NWF - Total For Sewer Fund - Collection</i>			<i>\$56.85</i>
VERIZON CONNECT NWF	Streets	Verizon connect March 2020 Acct. CITY060	\$587.45
<i>VERIZON CONNECT NWF - Total For Streets</i>			<i>\$587.45</i>
VERIZON CONNECT NWF	Water - Distribution	Verizon connect March 2020 Acct. CITY060	\$189.50
<i>VERIZON CONNECT NWF - Total For Water - Distribution</i>			<i>\$189.50</i>
VERIZON CONNECT NWF - ALL DEPARTMENTS			\$2,021.80

VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	Jetpack monthly service acct. 642199740-00001	\$40.01
<i>VERIZON WIRELESS - Total For Balefill - Disposal & Landfill</i>			<i>\$40.01</i>
VERIZON WIRELESS	Metro Animal Shelter	March MAS phone	\$52.02
<i>VERIZON WIRELESS - Total For Metro Animal Shelter</i>			<i>\$52.02</i>
VERIZON WIRELESS	Police Administration	March phone	\$918.50
<i>VERIZON WIRELESS - Total For Police Administration</i>			<i>\$918.50</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$1,010.53

VISTAR ROCKY MOUNTAI

VISTAR ROCKY MOUNTAI	Ice Arena - Concessions	NON-DURABLE GOODS NOT ELSEWHERE CLASSI	\$171.24
<i>VISTAR ROCKY MOUNTAI - Total For Ice Arena - Concessions</i>			<i>\$171.24</i>
VISTAR ROCKY MOUNTAI - ALL DEPARTMENTS			\$171.24

VZWRLSS IVR VB

VZWRLSS IVR VB	Public Safety Communication command bus service		\$124.08
<i>VZWRLSS IVR VB - Total For Public Safety Communications</i>			<i>\$124.08</i>
VZWRLSS IVR VB - ALL DEPARTMENTS			\$124.08

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Fire-EMS Administration	February Cell Phone Bill	\$1,985.06
<i>VZWRLSS MY VZ VB P - Total For Fire-EMS Administration</i>			<i>\$1,985.06</i>
VZWRLSS MY VZ VB P - ALL DEPARTMENTS			\$1,985.06

WATER TECHNOLOGY GRO

WATER TECHNOLOGY GRO	Sewer Fund - Collection	Begonia Lift Station control panel replacement	\$5,895.00
<i>WATER TECHNOLOGY GRO - Total For Sewer Fund - Collection</i>			<i>\$5,895.00</i>
WATER TECHNOLOGY GRO - ALL DEPARTMENTS			\$5,895.00

WAYFAIR Wayfair

WAYFAIR Wayfair	Capital Projects Fund	FURNITURE, HOME FURNISHINGS AND EQUIPM	\$1,399.99
<i>WAYFAIR Wayfair - Total For Capital Projects Fund</i>			<i>\$1,399.99</i>
WAYFAIR Wayfair - ALL DEPARTMENTS			\$1,399.99

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Water - Distribution	2019 CPU Asphalt Repair 19-001	\$9,750.00
<i>WAYNE COLEMAN CONSTR - Total For Water - Distribution</i>			<i>\$9,750.00</i>
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$9,750.00

WEAR PARTS INC

WEAR PARTS INC	Fire-EMS Operations	Material for Brush 2	\$51.39
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<i>WEAR PARTS INC - Total For Fire-EMS Operations</i>			\$51.39
WEAR PARTS INC	WWTP - Operations	Hardware	\$7.68
<i>WEAR PARTS INC - Total For WWTP - Operations</i>			\$7.68
WEAR PARTS INC - ALL DEPARTMENTS			\$59.07

Wear Parts, Inc.

Wear Parts, Inc.	Balefill - Diversion & Special	Belt repair	\$46.76
<i>Wear Parts, Inc. - Total For Balefill - Diversion & Special</i>			\$46.76
Wear Parts, Inc. - ALL DEPARTMENTS			\$46.76

WESTERN COOPERATIVE

WESTERN COOPERATIVE	Golf - Operations	Granular Fertilizer for Fairways and Rough	\$3,960.00
<i>WESTERN COOPERATIVE - Total For Golf - Operations</i>			\$3,960.00
WESTERN COOPERATIVE - ALL DEPARTMENTS			\$3,960.00

WESTERN ENGRAVERS SU

WESTERN ENGRAVERS SU	Metro Animal Shelter	HARDWARE EQUIPMENT AND SUPPLIES (TAGS)	\$278.50
<i>WESTERN ENGRAVERS SU - Total For Metro Animal Shelter</i>			\$278.50
WESTERN ENGRAVERS SU - ALL DEPARTMENTS			\$278.50

WESTERN MEDICAL ASSO

WESTERN MEDICAL ASSO	Fire-EMS Training	Feb. & March 2020 Testing	\$17,060.00
<i>WESTERN MEDICAL ASSO - Total For Fire-EMS Training</i>			\$17,060.00
WESTERN MEDICAL ASSO - ALL DEPARTMENTS			\$17,060.00

WESTERN STATES FIRE

WESTERN STATES FIRE	Regional Water Operations	Annual Sprinkler Inspection	\$770.00
<i>WESTERN STATES FIRE - Total For Regional Water Operations</i>			\$770.00
WESTERN STATES FIRE - ALL DEPARTMENTS			\$770.00

WILLIAM INSULATION C

WILLIAM INSULATION C	Balefill - Disposal & Landfill	balefill soft pads	\$1,520.00
<i>WILLIAM INSULATION C - Total For Balefill - Disposal & Landfill</i>			<i>\$1,520.00</i>
WILLIAM INSULATION C - ALL DEPARTMENTS			\$1,520.00

WILLIAM P PETERSON

WILLIAM P PETERSON	Capital Projects Fund	Chairs and carts for Recreation Center	\$7,814.00
<i>WILLIAM P PETERSON - Total For Capital Projects Fund</i>			<i>\$7,814.00</i>
WILLIAM P PETERSON - ALL DEPARTMENTS			\$7,814.00

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	Ridgecrest Zone 2-3 Waterline	\$3,071.82
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$3,071.82</i>
WLC ENGINEERING - SU	Water - Distribution	Ridgecrest Zone 2-3 Waterline	\$7,898.96
<i>WLC ENGINEERING - SU - Total For Water - Distribution</i>			<i>\$7,898.96</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$10,970.78

WM SUPERCENTER

WM SUPERCENTER	Aquatics - Pool	Cleaning Supplies	\$33.81
<i>WM SUPERCENTER - Total For Aquatics - Pool</i>			<i>\$33.81</i>
WM SUPERCENTER	Fire-EMS Operations	Station Supplies	\$24.44
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			<i>\$24.44</i>
WM SUPERCENTER	Police Animal Control	trash bags for mac truck	\$14.85
<i>WM SUPERCENTER - Total For Police Animal Control</i>			<i>\$14.85</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$73.10

WPSG- INC

WPSG- INC	Fire-EMS Operations	Custom Leather Shield	\$69.48
<i>WPSG- INC - Total For Fire-EMS Operations</i>			<i>\$69.48</i>
WPSG- INC - ALL DEPARTMENTS			\$69.48

WWW.BIGHORNDDESIGN.CO

WWW.BIGHORNDDESIGN.CO	Parks - Athletic Maint.	Employee Uniforms	\$56.16
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WWW.BIGHORNDDESIGN.CO - Total For Parks - Athletic Maint.	\$56.16
WWW.BIGHORNDDESIGN.CO Rec Center - Sports Programs Employee Uniforms	\$499.84
WWW.BIGHORNDDESIGN.CO - Total For Rec Center - Sports Programs	\$499.84
WWW.BIGHORNDDESIGN.CO - ALL DEPARTMENTS	\$556.00

WY. ASSOC. OF RURAL

WY. ASSOC. OF RURAL Regional Water Operations Training Logan and Brian	\$790.00
WY. ASSOC. OF RURAL - Total For Regional Water Operations	\$790.00
WY. ASSOC. OF RURAL - ALL DEPARTMENTS	\$790.00

WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP Capital Projects Fund Bryan Stock Trail Bridge 09-27	\$543.25
WY. DEPT. OF TRANSP - Total For Capital Projects Fund	\$543.25
WY. DEPT. OF TRANSP - ALL DEPARTMENTS	\$543.25

WY. MACHINERY CO.

WY. MACHINERY CO. Balefill - Baler Processing BOLTS FOR CUTTING EDGE	\$85.32
WY. MACHINERY CO. - Total For Balefill - Baler Processing	\$85.32
WY. MACHINERY CO. Balefill - Disposal & Landfill Invoices PO5962872, WO5975469, WO597831, \$28,310.05	
WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill	\$28,310.05
WY. MACHINERY CO. - ALL DEPARTMENTS	\$28,395.37

WY. RENTS, LLC.

WY. RENTS, LLC. Streets 24 Hr rental for 20" walk behind concrete saw	\$135.00
WY. RENTS, LLC. - Total For Streets	\$135.00
WY. RENTS, LLC. - ALL DEPARTMENTS	\$135.00

WYOMING GROUNDS KEEP

WYOMING GROUNDS KEEP Refuse - Residential TRAVEL, TRAINING	\$200.00
WYOMING GROUNDS KEEP - Total For Refuse - Residential	\$200.00
WYOMING GROUNDS KEEP - ALL DEPARTMENTS	\$200.00

WYOMING OTOLARYNGOLO

WYOMING OTOLARYNGOL	Property Insurance Fund	Employee hearing evaluation	\$520.00
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<i>WYOMING OTOLARYNGOLO - Total For Property Insurance Fund</i>			<i>\$520.00</i>
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WYOMING OTOLARYNGOLO - ALL DEPARTMENTS			\$520.00
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WYOMING SAFETY SUPPL

WYOMING SAFETY SUPPL	City Council	Tyveck Suits	\$4,525.73
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<i>WYOMING SAFETY SUPPL - Total For City Council</i>			<i>\$4,525.73</i>
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WYOMING SAFETY SUPPL - ALL DEPARTMENTS			\$4,525.73
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WYOMING STEEL & RECY

WYOMING STEEL & RECY	Refuse - Recycling	recycling	\$2,412.00
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<i>WYOMING STEEL & RECY - Total For Refuse - Recycling</i>			<i>\$2,412.00</i>
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WYOMING STEEL & RECY - ALL DEPARTMENTS			\$2,412.00
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WYOMING STEEL, RECYC

WYOMING STEEL, RECYC	Fire-EMS Operations	Rectangular Tubing -Brush 2	\$33.00
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WYOMING STEEL, RECYC	Fire-EMS Operations	Receiver Hitch Tube - Brush2	\$9.83
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<i>WYOMING STEEL, RECYC - Total For Fire-EMS Operations</i>			<i>\$42.83</i>
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WYOMING STEEL, RECYC	Refuse - Residential	STEEL	\$112.29
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<i>WYOMING STEEL, RECYC - Total For Refuse - Residential</i>			<i>\$112.29</i>
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WYOMING STEEL, RECYC - ALL DEPARTMENTS			\$155.12
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XEROX CORPORATION

XEROX CORPORATION	Engineering	Roll copier usage	\$185.66
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XEROX CORPORATION	Engineering	April Base charge	\$35.42
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<i>XEROX CORPORATION - Total For Engineering</i>			<i>\$221.08</i>
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XEROX CORPORATION - ALL DEPARTMENTS			\$221.08
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ZOHO CORPORATION

ZOHO CORPORATION	Information Services	ManageEngine Patch Manager Plus Enterprise E	\$243.49
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<i>ZOHO CORPORATION - Total For Information Services</i>			<i>\$243.49</i>
ZOHO CORPORATION	Risk Management	ManageEngine Patch Manager Plus Enterprise E	\$4,656.51
<i>ZOHO CORPORATION - Total For Risk Management</i>			<i>\$4,656.51</i>
ZOHO CORPORATION - ALL DEPARTMENTS			\$4,900.00

CITYWIDE BILLS AND CLAIMS TOTAL	\$1,820,938.10
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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 _____

Payroll Disbursements

		<u>Total Payroll</u>	<u>\$</u>	<u>-</u>
<u>Additional Accounts Payable</u>				
4/2/2020	Pre-Writs: Retirement, Utility Refunds, Worker's Comp			
	Jaques, Christopher	\$	50.17	
	Van Orden, Katelyn	\$	42.19	
	Andrew, Paula	\$	11.69	
	Johnson, Kevin	\$	32.66	
	Canaday, April	\$	17.36	
	Sanchez, Alex	\$	54.16	
	Wy. Retirement System-Fire	\$	126,461.91	
	State of Wy. Dept. of Workforce Services	\$	54,279.11	
		\$	180,949.25	
4/9/20	Pre-Writs: Insurance, Garnishment, Sales Tax, Utility Refunds			
	American Heritage Life Insurance	\$	4,779.20	
	Aflac	\$	752.78	
	Nat. County Circuit Court	\$	309.62	
	Hanson Rentals	\$	77.48	
	Nash, Lorie	\$	51.31	
	Evans, Ashley	\$	50.52	
	NCPERs	\$	2,096.00	
	WY. Retirement	\$	363,275.80	
	Ricoh	\$	43.65	
	State of Wy	\$	46,736.80	
		\$	418,173.16	
		<u>Total Additional AP</u>	<u>\$</u>	<u>599,122.41</u>

April 9, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Establish Public Hearing for Consideration of a Text Amendment to Chapter 8.40 of the Casper Municipal Code, Pertaining to Litter Control

Meeting Type & Date:

Regular Council Meeting, April 21, 2020

Action Type:

Establish Public Hearing for May 5, 2020

Recommendation:

That Council, by minute action, establish May 5, 2020 as the date of public hearing for consideration of a Text Amendment to Chapter 8.40 of the Casper Municipal Code, Pertaining to Litter Control.

Summary:

As per previous discussion between the Community Development Department and the City Council in response to concerns raised by a citizen on 3/3/2020 regarding mitigation of blowing trash and debris from construction sites, a Municipal Code text amendment is being presented to Council.

Section 8.40.050 of the Municipal Code addresses the disposal of trash and construction debris on construction and demolition sites/projects. The current requirements mandate that contractors have on-site containers for the disposal of litter; however, there is no current requirement that the containers be covered to prevent wind from blowing the trash and debris out of the container. The proposed amendment would mandate that all on site refuse containers at construction and demolition sites have covers.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

The Code Enforcement and Building Divisions will be responsible for enforcement.

Attachments:

Ordinance

ORDINANCE NO. _____

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 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 project.
- B. The owner, agent or contractor shall have and maintain on the site containers, **WITH COVERS**, for the disposal of litter that meet standards prescribed by Chapter 8.32 of this code 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.

SECTION 2:

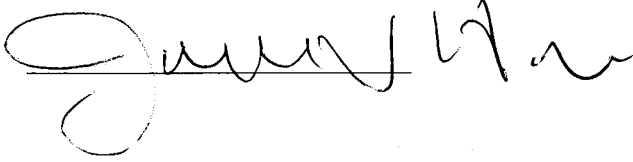
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 1st reading the _____ day of _____, 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:

A handwritten signature in black ink, appearing to read 'Fleur Tremel', written over a horizontal line.

ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation:

Steven K. Freel
Mayor

April 10, 2020

MEMO TO: J. Carter Napier, City Manager

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

SUBJECT: Approving Amendments to the Liquor License Code 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.

Meeting Type & Date
Regular Council Meeting
April 21, 2020

Action type
First Reading
Public Hearing

Recommendation
That Council, by ordinance, approve the amendments to the Casper Municipal Code Sections addressing liquor licenses and open container permits.

Summary
At the work session on March 26, 2020, staff presented suggested changes to the ordinance regarding liquor license renewals, catering permits, special malt beverage permit,¹ malt beverage permits, and relaxing the open container permit requirements during the summer months.

Each year the liquor licenses dealers have to renew their license per code section 5.08.080 (F). Every year several liquor license holders turn their application for renewal in late. Council leadership asked staff to set a date that renewals would be due yearly. The deadline for renewals is included in the proposal and the proposed deadline is the 2nd Monday in December of each year. Additionally, the proposed amendments have established fees for renewals that are late. Renewals that are not submitted within 10 days of the deadline shall be deemed abandoned and will not be eligible for renewal and will revert back to the City at the end of the current license year.

¹ The liquor Division indicated that a special malt beverage permit need not be limited to government owned property's. Other communities have issued Special Malt beverages permits to non-profits where the nonprofit owns an auditorium, civic center or events center that is used for public gathering so long as the other requirements for the issuance of a special malt beverage permit are met. Attached is an option for amending 5.08.130 so that a 501(c)(3) non-profit may also be eligible to apply for a "special malt beverage permit."

The Ordinance amendments also change requirements for special malt beverages. Previously, in order to qualify for this permit, the location would have to be a public auditorium, civic center, or events center and be owned by the city, or the county, contain meeting rooms, and kitchen facilities and which had an attendance capacity for no less than five thousand persons and was used for public gatherings. The proposed changes are the location would be public auditorium, civic centers, and events centers owned by the city, county, the state or the DDA, which has an attendance capacity for no less than four hundred persons².

Another amendment to the ordinance will add language which would create an area, from 1st St to Collins St as the north and south boundaries, and Kimball St to Walnut Street as the east and west boundaries, where the open container requirements may be relaxed by a Council resolution; the proposed time for a more expansive open container option is the Friday before Memorial Day each May through Labor Day each September. The area is outlined on the map attached.

Other changes to the liquor license ordinance include the removal of the 5.08.280 ordinance that addresses sales by drugstores, and the addition of a manufacturer to apply for an off-premise permit to sell their product at meetings, conventions, private parties, dinners, and other similar gatherings to promote their product. Another expansion of state law permits a microbrewery to obtain a 24-hour malt beverage permit to attend an event and sell or market its malt beverages.

Financial Considerations

Small loss of revenue with relaxed open container permits. We will only require one person to apply for a liquor permit and open container. Usually, as many as 4-6 would apply. Liquor permits are \$50 per permit. The City would receive additional revenue if renewal applications are late. Currently, there is not a charge if the application is late. The City would receive additional revenue for any new Special Malt Beverage permits issued, but would lose the fees that would be received from all the regular malt beverage that would have been pulled.

Oversight/Project Responsibility

John Henley, City Attorney (Ordinance Amendments)

Carla Mills-Laatsch, Licensing Specialist

Attachments

Proposed Ordinance to amend and adopt modifications to Code 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, 5.08.480, 5.08.530 and 5.08.535 as amended.

Open Container Area Map.

Proposed amendment to allow non-profits to apply for a special malt beverage permit if they meet the basic requirements.

Comparative Fee Matrix.

² The liquor Division indicated that a special malt beverage permit need not be limited to government owned property's. Other communities have issued Special Malt beverages permits to non-profits where the nonprofit own an auditorium, civic center or events center that is used for public gathering so long as the other requirements for the issuance of a special malt beverage permit are met. Attached is an option for amending 5.08.130 so that a 501(c)(3) non-profit may also be eligible to apply for a "special malt beverage permit."

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

5.08.010 - Definitions. Page 2

5.08.050 – License application – Contents and fees., Page 5

5.08.080 - License application—Notice, hearing and appeals procedure. Page 7

5.08.100 Microbrewery and winery permits; authorized; conditions; dual permits and licenses; satellite winery permits; direct shipment of wine; fees, Page 9

5.08.105 – Manufacturing and rectifying. Page 15

5.08.130 - Special malt beverage permit. Page 16

5.08.140 - Malt beverage and catering permits for public events. Page 17

5.08.150 - License holder restrictions. Page 20

5.08.280 – Repealed Page 21 ([drugstores](#))

5.08.340 - Bar and grill liquor license issuance, council authority, criteria and restrictions. P.21

5.08.480 - Open container restrictions. Page 23

5.08.530 – Violation/Enforcement. Page 24

5.08.535 - Licensure Considerations and Administrative Fees Page 24

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 more than 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.**
- ~~4.5.~~ "Building" means a roofed and walled structure built or set in place for permanent use.
- ~~5.6.~~ "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** ~~commission~~ a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the ~~commission~~ **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.

6.7. "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.

7.8. "Division" means the Wyoming Liquor Division.

~~"Drugstore" means space in a building maintained, advertised and held out to the public as a place where drugs and medicines are sold and prescriptions compounded and where a registered pharmacist is regularly employed.~~

8.9. "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.

9.10. "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.

10.11. "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.

- ~~11.12.~~ "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.
- ~~12.13.~~ "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.
- ~~13.14.~~ "Malt beverage permit" means the **authorization** ~~authority~~ under which the licensee is permitted to sell malt beverages only.
- ~~14.15.~~ "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;
- ~~15.16.~~ "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(~~xix~~~~xx~~).
- ~~16.17.~~ ~~"Operational" means offering for sale to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under this title for not less than three consecutive months during any calendar year. —~~**"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 public health orders restrict business operations.**
- ~~17.18.~~ "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.
- ~~18.19.~~ "Person" includes an individual person, partnership, corporation, limited liability company or association.
- ~~19.20.~~ "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.
- ~~20.21.~~ "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.

~~21.22.~~ "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.

~~22.23.~~ "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.

~~23.24.~~ "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.

~~24.25.~~ "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.

~~25.26.~~ "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 excluding periods of time where government issued public health orders restrict business operations.

~~26.28.~~ "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.

~~27.29.~~ —"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 ~~thirty-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 of~~ 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 _____, ~~19-20~~,
(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 _____, ~~19-20~~
_____, 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. ~~will be set by the city clerk.~~ 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. ~~Late fee will be One Hundred Dollars and must be paid before the City Clerk will accept the renewal application. Late applications more than 3 weeks late may not be renewed.~~

(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 W.S. 12-4-103 excluding W.S. 12-4-103(a)(vi), the city council may issue:~~

~~1(a).— 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;~~

~~1(b).— A satellite manufacturer's permit authorizes the permittee to sell the permittee's product at the satellite location consistent with the manufacturer's license.~~

~~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.~~

~~3.— Satellite winery permits, authorizing a winery permit holder to sell its manufactured wine at the number of satellite locations as specified by W.S. 12-4-412(d), as it may, from time to time be amended, from its licensed manufacturing site under the original permit. Satellite winery permits will be issued on application to the city clerk for each location following approval of the city council after a public hearing for consideration of the permit application. Satellite winery permits shall be subject to the applicable terms and conditions of this chapter.~~

~~4.—Every applicant for a satellite winery permit shall file with the city clerk, at the time of application for the initial permit, and any subsequent permit or renewal thereof, an affidavit in a form approved by the city clerk attesting that the applicant does not have more than the number of satellite locations within the state as specified by W.S. 12-4-412(d), as it may, from time to time be amended.~~

~~5.—No satellite winery permit shall be eligible for renewal in the event the applicant thereof has more than the number of satellite locations within the state as specified by W.S. 12-4-412(d), as it may, from time to time be amended.~~

~~B.—The city council:~~

~~1.—May allow 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 commission;~~

~~3.—May approve the dual holding of a microbrewery permit or winery permit and one of the following:~~

~~a.—A retail liquor license;~~

~~b.—Subject to subsection C of this section, a restaurant license;~~

~~c.—A resort license;~~

~~d.—A microbrewery permit;~~

~~e.—A winery permit; or~~

~~f.—A bar and grill liquor license. Provided, however, the provisions of this chapter shall apply to any person holding a microbrewery or winery permit and a bar and grill liquor license, except the dual holder:~~

~~i.—May sell the brewed malt beverage or manufactured wine for limited off premise personal consumption.~~

~~ii.—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.~~

~~iii.—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.~~

~~4.— May allow 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;~~

~~a.— All microbrewery products for off premises personal consumption shall be packaged in a sealed container prior to leaving the premises. Such seal shall be of such a nature as to indicate whether the container has been opened subsequent to the most recent purchase of a beverage in that container.~~

~~5.— May allow 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;~~

~~a.— All winery products for off premises personal consumption shall be packaged in a sealed container prior to leaving the premises. Such seal shall be of such a nature as to indicate whether the container has been opened subsequent to the most recent purchase of a beverage in that container.~~

~~6.— Shall limit the number of microbreweries or the number of wineries 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 assess a fee of not less than three hundred dollars nor more than five hundred dollars payable annually in advance for each microbrewery or winery permit; shall assess a fee of one hundred dollars annually for up to three satellite winery permits issued within the city to the same applicant. 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.— Restaurant license restrictions of this chapter shall apply to any person holding a microbrewery or winery permit and a restaurant liquor license pursuant to subsection (B)(3)(b) of this section, except the dual holder:~~

~~1.— May sell the brewed malt beverage or manufactured wine for limited off premises personal consumption pursuant to subsections (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 microbrewery or winery permit, or sales other than food service and alcoholic beverages in the annual gross sales report required under this chapter.~~

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 ~~may require a~~ shall require a public hearing and the payment of an additional permit fee ~~of not to exceed~~ 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 ~~set pursuant to W.S. 12-5-101~~

established in this chapter and the licensed building provisions pursuant to W.S. 12-5-201.

1.2. 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 an additional permit fee of not less than nor more than [REDACTED] 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 ~~an enclosed building~~ owned by the city, ~~or the~~ county, the state, or the DDA containing meeting rooms, kitchen facilities and at least one auditorium which has an attendance seating capacity for no less than ~~five thousand~~ 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.). ~~for the period for which the license will be effective.~~
- 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 ~~the duty and~~ 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 shall be ~~one thousand five hundred dollars,~~ _____ payable annually in advance.
- E. The permit shall be subject to such rules and regulations as ~~are~~ may be established by the city council, ~~for the following:~~
 - ~~1. The hours and days of operation of the licensed building.~~

(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 ~~on~~at the ~~location~~premises described on the permit, nor shall any malt beverage be sold or consumed ~~off~~outside the ~~premises~~location authorized by the permit. Privately owned or leased ~~premises~~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 penalty for a violation of this subsection shall be \$150.00, and shall be paid by t~~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 ~~capable of being~~ 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 ~~off~~outside the ~~premises~~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 ~~premises~~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. In no event shall more than twenty-four malt beverage permits be issued for any given premises in any one year.

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 ~~shall~~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 ~~or~~ ~~open~~ 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 ~~hereinafter~~ 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 - ~~Sales by drugstores.~~ Repealed

~~All sales of alcoholic liquor or malt beverages by drugstores holding a retail liquor license under the provisions of this chapter shall be made only in the container received by the druggist in the original package. No such container or original package shall be opened upon the premises where the same is sold, or in any room or building in connection with the drugstore. Any such sale shall be made by a licensed pharmacist or by an adult clerk. The drugstore shall be limited in its sales to the amount provided in this chapter that may be sold by holders of other retail licenses.~~

(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.

~~B-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.

~~C-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.

~~D.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. However, nNothing 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 ~~city owned, operated or leased offices, public safety or maintenance facility and any building or structure used primarily for public entertainment, i.e., theaters, amusement centers, restaurants and the like, excluding; those however, structures~~ 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 ~~fifth~~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 ____ day of _____, 2020

PASSED on 2nd reading the ____ day of _____, 2020

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2020.

APPROVED AS TO FORM:

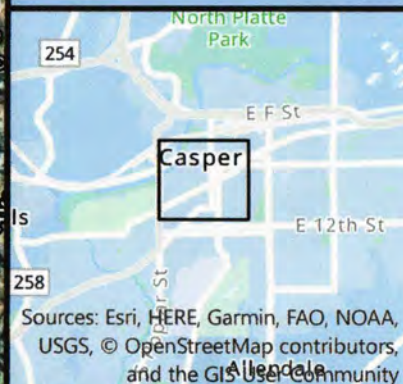
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

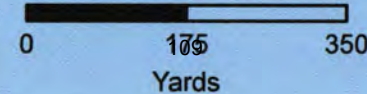
Fleur Tremel
City Clerk

Steven K. Freel
Mayor

Relaxed Open Container Requirements Area



Disclaimer
All data, information, and maps are provided without warranty or any representation of accuracy, timeliness of completeness even though the City of Casper has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the City of Casper shall assume no liability for the use, misuse, accuracy or completeness of this information.



Option for Amendment



5.08.130 Special Malt Beverage Permit.

B.

2. The public auditorium, civic center or events center shall be owned by the city, county, state or the DDA or by a 501(C)(3) non-profit organization domiciled in the City of Casper and shall have an attendance capacity of no less than four hundred persons and is used for public gatherings.

Fee Schedule	Cheyenne	Teton County	Laramie	Casper
Bar and Grill License Initial	\$10,500	\$3,000	\$5,000	\$10,500
Bar and Grill Liquor License	\$1,500	\$3,000	\$3,000	\$3,000
transfer fee		\$100	\$100	\$100
Catering permit - per day	\$50	\$100		\$50
Limited liquor License (club)	\$625	\$1,500	\$500	\$100
Malt Beverage Permit per day	\$50	\$100	\$50	\$50
Microbrewery Permit annual	\$500	\$500	\$500	\$500
Resort Liquor License Annual	\$1,500	\$3,000	\$3,000	\$1,500
Restaurant liquor License annual	\$1,050	\$3,000	\$1,750	\$1,500
Winery permit - annual	\$500	\$500	\$500	\$500
Satellite Winery permit - annual	\$100	\$100	\$100	\$100
open container permit			\$50	no charge
retail license	\$1,500	\$1,500	\$1,500	\$1,500
Late fee for alc. Catering and malt bev permits			\$50	
Application fee			\$50	\$15-\$30 proposed

April 8, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Gaming/Gambling in the C-4 (Highway Business) zoning district

Meeting Type & Date:

Regular Council meeting, April 21, 2020

Action Type:

Public hearing, first reading, Ordinance.

Recommendation:

That Council, by ordinance, approve a Municipal Code text amendment to Chapter 17.68 of the Casper Municipal Code pertaining to gaming/gambling in the C-4 (Highway Business) zoning district.

Summary:

The City has been approached by a purveyor of a Pari-Mutuel wagering business that is proposing to locate a gaming/gambling establishment at the old Sidelines/Altitude building located at 1121 Wilkins Circle. The property is located within the North Platte Industrial Park, and is zoned C-4 (Highway Business). Gaming/Gambling is listed as a Conditional Use Permit in the C-4 zoning district, requiring the approval by the Planning and Zoning Commission. However, there is a limitation in the Municipal Code that prevents the approval of a Conditional Use Permit for gaming/gambling in the C-4 district when the property is located within three hundred feet (300) of a school or church. In this case, there is a church located directly adjacent to the property, at 1101 Wilkins Circle.

In 2017 the City was approached by the Executive Director of the Pet Ring Foundation who wanted to operate a gaming/gambling establishment at the old Godfather's Pizza building on East Second Street. He was initially prevented from operating a gaming/gambling establishment at the location because it was located within 300' of a church, which prevented the issuance of a Conditional Use Permit. After reviewing the Municipal Code at a work session, City Council directed staff to draft a Municipal Code text amendment to make gaming/gambling a permitted use, by right, in the C-2 zoning district, and to remove the proximity limitations regarding schools and churches, using the justification that it could not be adequately explained what negative land-use implications resulted from locating gaming/gambling establishments next to churches and schools, and that potential land-use conflicts were actually less likely than with other businesses, such as bars and liquor stores, that were already permitted and had no such limitations.

In that C-4 (Highway Business) is a more intensive commercial zoning classification than the C-2 (General Business) zoning district, a similar Municipal Code text amendment is being proposed for Council's consideration. It is noted that the historical use of the subject property was for a bar/liquor establishment, which had no separation requirement from the adjacent church.

The City Council directed staff to proceed with a Municipal Code text amendment after a preliminary review at its work session on February 25, 2020. The Planning and Zoning Commission reviewed the DRAFT ordinance at its March 19, 2020 public meeting, and voted five (5) in favor, and two (2) against, to ultimately provide an affirmative recommendation to the City Council. A public hearing was opened at the Planning Commission meeting, and there were no members of the public that spoke either for or against the change.

Financial Considerations:

The City of Casper receives revenue from Pari-Mutuel wagering establishments located within its jurisdiction, per State law.

Oversight/Project Responsibility:

Craig Collins, AICP, Community Development Department, is tasked with processing the Municipal Code text amendment

Attachments:

Ordinance

ORDINANCE NO. 10-20

AN ORDINANCE AMENDING CHAPTER 17.68 OF THE CASPER MUNICIPAL CODE, PERTAINING TO GAMING/GAMBLING IN THE C-4 (HIGHWAY BUSINESS) ZONING DISTRICT.

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

SECTION 1:

That Section 17.76.020 of the Casper Municipal Code is hereby amended to add "Gaming/Gambling," alphabetically, as a permitted use in the C-4 (Highway Business) zoning district, and renumber the section, as follows:

17.76.020 - Permitted uses.

Except as otherwise provided, no new building, structure, or land use shall be permitted in the C-4 district, except:

1. Animal shelters, animal clinics, and animal boarding and treatment centers;
2. Assembly of devices or instruments, or packaging of products from previously prepared materials;
3. Automobile parks;
4. Automobile sales and repair areas and shops;
5. Automobile service stations, automobile service centers, and public garages;
6. Bed and breakfast;
7. Bed and breakfast homestay;
8. Bed and breakfast inn;
9. Builders' supply yards;
10. Churches;
11. Clubs and lodges;
12. Commercial dairies (excluding dairy farms);
13. Commercial laundries;
14. Convenience establishment, high volume;
15. Dance studios;
16. Day-care, adult;
17. Child care center;
18. Family child care center - zoning review;
19. Family child care home;
20. Family child care home - zoning review;
21. Drive-in/through facilities such as restaurants, package liquors, branch banks, etc.;
22. Farm implement sales and service;
23. Frozen food lockers;

24. Gaming/gambling
25. Greenhouses;
26. Grocery stores;
27. Group homes;
28. Heliports;
29. Homes for the homeless (emergency shelters);
30. Hotels, motels;
31. Kennels;
32. Manufactured home (mobile) sales;
33. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents, and public health facilities;
34. Nurseries;
35. Offices, general and professional;
36. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
37. Pawn shops;
38. Personal service shops;
39. Pet supplies;
40. Plumbing, welding, electrical supply, service shops, and fabrication shops;
41. Printing and newspaper houses;
42. Public utility and public service installations and facilities, including repair and storage facilities;
43. Radio and television stations, including transmitting and receiving towers;
44. Recreation centers, restaurants, cafes, coffee shops, and retail business;
45. Retail businesses;
46. Sale barns;
47. Trade or business schools;
48. Transportation depots;
49. Truck/car stops;
50. Warehouses, indoor and outdoor storage.
51. Sexually oriented businesses, pursuant to all regulations set forth in Section 9.24.110 of the municipal code;
52. Neighborhood assembly uses;
53. Regional assembly uses;
54. Branch community facilities;
55. Neighborhood grocery.

SECTION 2:

That Section 17.76.040 of the Casper Municipal Code is hereby amended to remove the strikethrough text, and renumber the section as follows:

17.76.040 - Conditional uses.

The following are conditional uses in the C-4 district:

- A. ~~Gaming/gambling; provided said use is located in excess of three hundred feet from any school or church use;~~
- B.A. Parking lots;
- C.B. Recycling businesses;
- D.C. Other compatible uses, as determined by the commission.

SECTION 3:

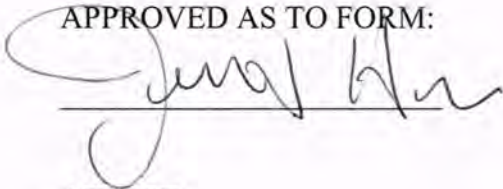
This ordinance shall be in full force and effect from and after passage on three readings and publication.

PASSED ON 1st reading the _____ day of _____, 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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

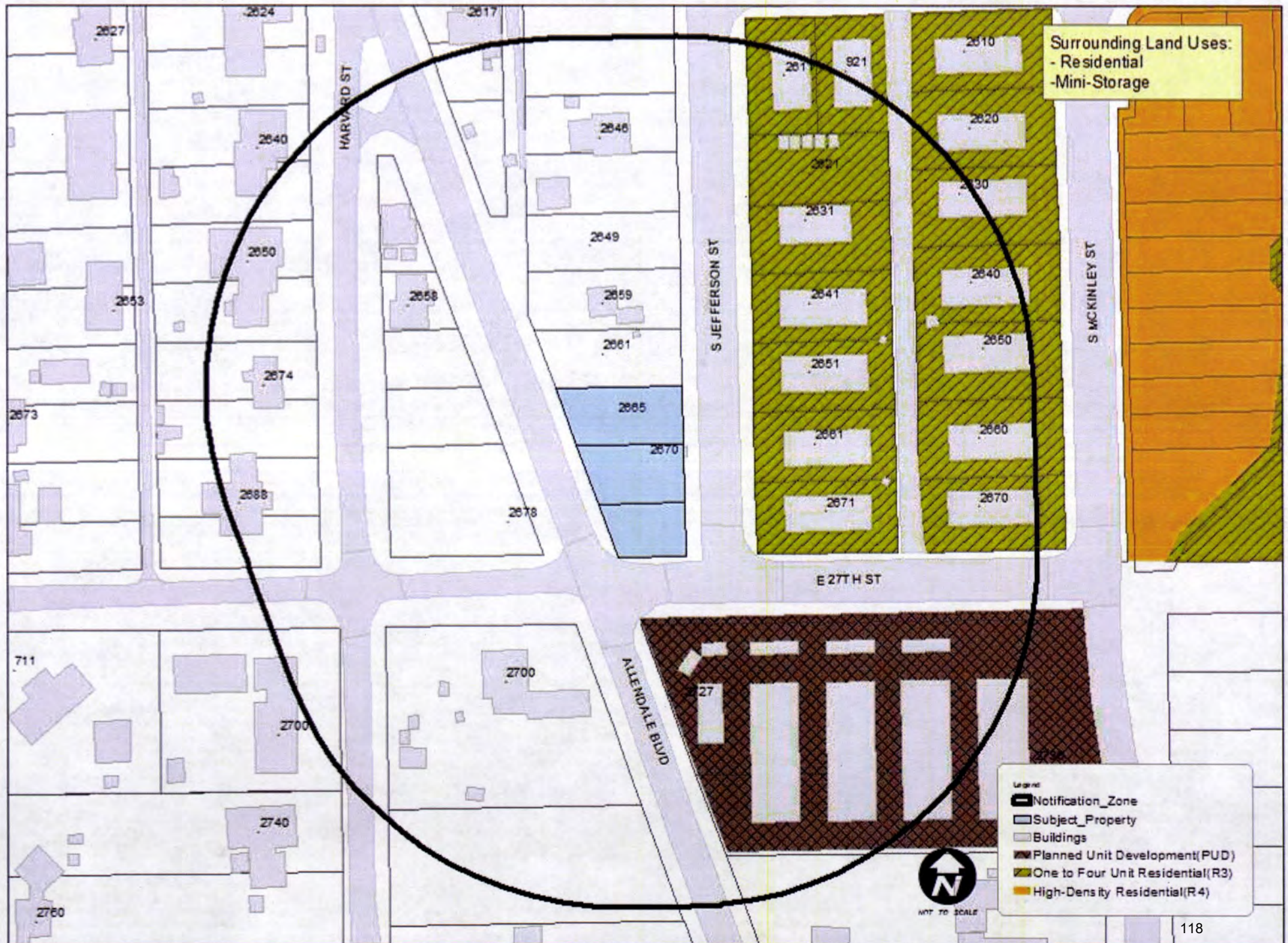
Fleur Tremel
City Clerk

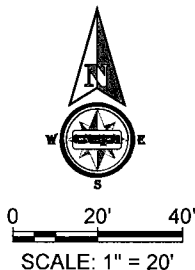
Steven K. Freel
Mayor

Proposed Annexation and Replat, Sontrust No. 1 Addition

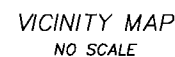


Proposed Annexation Sontrust No. 1 Addition





- ▲ SET BRASS CAP
- SET MONUMENT 5/8" REBAR & ALUMINUM CAP
- ◎ FOUND MONUMENT AS NOTED



NOTARY PUBLIC

CITY SURVEYOR

1. ERROR OF CLOSURE EXCEEDS 1:105,364.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°41'35.785", AND THE COMBINED FACTOR IS 0.9997706.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

I, WILLIAM R. FENRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE UNDER MY LOT SURVEY IN THE YEAR OF JANUARY, 2020, AND THAT THIS PLAT IS TO THE BEST OF MY KNOWLEDGE AND BELIEF CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



NOTARY PUBLIC

AN ADDITION TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE SW¹/₄SW¹/₄
OF SECTION 15, T.33N., R.79W., 6TH P.M.
NATRONA COUNTY WYOMING
JANUARY, 2020

SONTRUST NO. 1 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. Sontrust Development, LLC 1927 Rustic Drive, Casper, Wyoming 82609 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to annex and plat the proposed Sontrust No. 1 Addition, comprising 0.29-acres, more or less, located at 2665 Allendale Boulevard.
- C. A plat of Sontrust No. 1 ("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. At such time as required by the City, Owner shall participate financially, on a proportionate basis, to complete City of Casper standard street improvements along the Allendale Boulevard street frontage of the Sontrust No. 1 Addition.
- b. At the time that Lot 2 is developed, Owner shall install curb gutter, sidewalk and ADA ramp(s) along the East 27th Street frontage of the property.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:


Sontrust Development, LLC
1927 Rustic Drive
Casper, WY 82609

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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

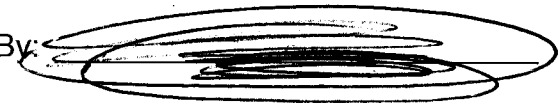
Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

OWNER
Sontrust Development, LLC

By: Dee Hardy

By: 

Printed Name: Dee Hardy

Printed Name: Timothy P. Koslosky

Title: Notary

Title: President

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)

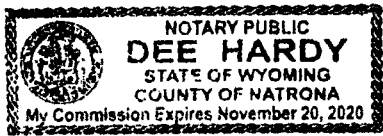
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 27th day of March, 2020, by Timothy A. Koslowsky as the _____ of Sontrust Development, LLC.

(Seal, if any)



Dee Hardy
(Signature of notarial officer)
Notary
Title (and Rank)

[My Commission Expires: 11/20/20]

ORDINANCE NO. 7-20

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND SUBDIVISION AGREEMENT FOR THE SONTRUST NO. 1 ADDITION TO THE CITY OF CASPER; AND ZONING SAID ADDITION R-3 (ONE TO FOUR UNIT RESIDENTIAL)

WHEREAS, Sontrust Development, LLC has applied to annex and plat a 12,700 square foot parcel, located at 2665 Allendale Boulevard, to create the Sontrust No. 1 Addition Subdivision in a portion of the SW1/4SW1/4 of Section 15, T.33N., R.79W., 6th P.M., Natrona County Wyoming; and,

WHEREAS, the applicant has applied for R-3 (One to Four Unit Residential) zoning of said Sontrust No. 1 Addition; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report will be completed prior to final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating the Sontrust No. 1 Addition, and the zoning of the same as R-3 (One to Four Unit Residential) following a public hearing on February 20, 2020.

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

SECTION 1:

The annexation of the Sontrust No. 1 Addition, as described above, is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat of the Sontrust No. 1 Addition is hereby approved.

SECTION 3:

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

SECTION 4:

The Sontrust No. 1 Addition is hereby zoned R-3 (One to Four Unit Residential).

SECTION 5:

All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

SECTION 6:

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

PASSED on 1st reading the 7th day of April, 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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

ORDINANCE NO.8-20

AN ORDINANCE CREATING CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 157 (HEREINAFTER CALLED THE "DISTRICT"); ORDERING THE CONSTRUCTION OF IMPROVEMENTS THEREIN; DESCRIBING THE SAME, DIRECTING THE PREPARATION OF PLANS AND SPECIFICATIONS THEREFOR; PROVIDING FOR THE PUBLICATION OF NOTICE TO CONTRACTORS; FIXING THE BOUNDARIES OF SAID DISTRICT; RATIFYING ACTION PREVIOUSLY TAKEN; AND, PRESCRIBING DETAILS IN CONNECTION WITH SAID DISTRICT.

WHEREAS, pursuant to Chapter 6, Title 15, Wyoming Statutes, 1977, as amended, on the 3rd day of March, 2020, the City Council (hereinafter called the "Council") of the City of Casper, Wyoming, (hereinafter called the "City") adopted a resolution declaring the intention of said Council to establish the City of Casper, Wyoming, Local Assessment District No. 157, to authorize the construction of certain local improvements therein, and to assess the cost or portion thereof of the local improvements on the property benefited thereby; and,

WHEREAS, said resolution was duly mailed and published as a notice, affidavits of such mailing and publication being now on file in the Office of the City Clerk; and,

WHEREAS, in response to said notice, no written remonstrances were filed against the proposed improvements; and,

WHEREAS, a public hearing shall be held on the first reading of this ordinance, April 7th, 2020.

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

Section 1. Creation of District.

That there be, and there hereby is created and established within the corporate limits of the City of Casper, Wyoming, a local improvement district for the purpose of making certain local improvements consisting of asphaltic concrete pavement, combined curb, gutter, and sidewalk (hereinafter called "curbwalk"), valley gutters, and work incidental thereto, on the streets and intersections hereinafter designated, and, to assess the cost thereof (except as hereinafter provided) on the property benefited thereby and included within the Local Assessment District herein described.

Section 2. Name of District.

The Council has determined and does hereby determine that:

--1--

- A. The Local Assessment District herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 157";

Section 3. Location of Asphaltic Concrete, Curbwalk, Water Line, Storm Drainage Line, and Sanitary Sewer Line Improvements.

The City hereby establishes infrastructure improvements for the following named streets and intersections within the District, as such as set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as shown in more detail in said preliminary plans, as follows:

LOCATION OF STREET PAVING, CURBWALK, AND VALLEY GUTTER IMPROVEMENTS

	<u>STREET</u>	<u>WIDTH</u>	<u>PROPOSED IMPROVEMENT</u>
1.	Arrowhead Road	36.0'	Asphaltic Concrete Pavement
2.	Jade Avenue	36.0'	Asphaltic Concrete Pavement

Section 4. Description of Paving Improvements.

The character, kind, and extent of the asphaltic concrete pavement improvements shall be as follows:

- A. All streets as denoted in Section 3 shall include installation of a sub-base aggregate base course, a plant mix bituminous base, tack coat, and a plant mix pavement surface course, in accordance with approved City Standards. The work shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

Section 5. Description of Curbwalk and Valley Gutter Improvements.

Curbwalk and valley gutter improvements shall consist of Portland Cement concrete in accordance with approved City Standards. The construction of curbwalk and valley gutter shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

Section 6. Boundaries of the District.

It is proposed to create the District, the boundaries of which lie entirely within the City of Casper, as follows:

Jimsville Addition	Lot 22, Block B;
Divide Addition	Lots 1, Block C; Lot 9, Block D;
E D C Addition	Block A, excluding 135 square foot parcel in northwest corner

--2--

Section 7. Estimated Costs.

The City of Casper has agreed to design the improvements in-house. With the exception of the installation of curbside, city crews will construct the remainder of the improvements. The properties will be assessed the full cost for a contractor to install the curbside and only the material cost for the remainder of the improvements.

The estimated total costs for the total improvement project (including, but not limited to, all incidental improvements or work) are as follows:

1. The estimated contract price for installation of curbside is \$ 37,500.
2. The estimated material cost of the remainder of the improvements is \$ 34,720.
3. The estimated total cost of the total improvement project is \$ 72,220.
4. The estimated assessable costs for each foot of frontage are as follows:
 - a. All Improvements \$96.29 per lineal foot.
5. The estimated project cost of the Local Assessment District is \$72,220 which includes all improvements.

The City Council shall accept no bids or combination of bids, which shall exceed by more than ten percent (10%) of the aforesaid curbside estimate of the contract price unless approved by the property owners, subject to a special assessment.

Section 8. Direction to Engineer to Proceed.

The City Engineer is hereby directed and authorized, immediately upon the passage of this Ordinance, to prepare and file with the City Clerk final plans, specifications, and the estimated cost of said improvements, which plans, specifications, and estimated cost shall show in detail the work to be done, the quantities of materials to be handled and the estimated cost of said improvements, which plans, specifications, and estimated cost shall be hereafter approved by the Council, by resolution.

It is hereby determined and ordered, that such improvements shall be made as soon as practical. Immediately after the approval of said plans and specifications, the City Clerk shall call for bids for the making of said improvements, by publishing notice in at least one issue of a newspaper published and of general circulation within the City of Casper, which notice shall be substantially in agreement with the provisions of Wyoming Statutes, 1977, as amended, and this Ordinance.

Section 9. Maintenance of Improvements.

The maintenance of the proposed improvements after their acceptance by the City on said streets, intersections, and parts thereof, shall not be included in the construction contract or contracts, and there shall be no charges for such maintenance included in the assessments for the proposed improvements; provided, however, that nothing herein shall be construed to preclude provision in the contract or contracts relating to the guarantee of improvements thereunder.

Section 10. Ratification.

All action heretofore taken by the City and officers thereof, directed toward the creation of the City of Casper, Wyoming, Local Assessment District No. 157, the improvement of property therein and the levy of assessments therefor, be, and the same hereby is, ratified, approved, and confirmed.

Section 11. Severability.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 12. Repealer.

All orders, bylaws, resolutions, and ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 13. Authorization of Officers and Employees.

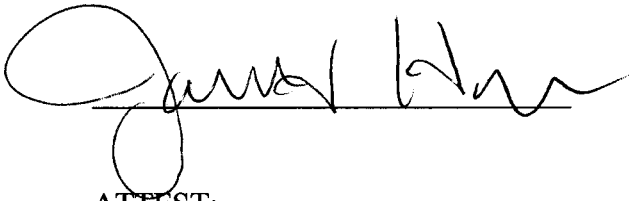
The officers and employees of the City are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance.

PASSED on 1st reading the 7th day of April, 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:

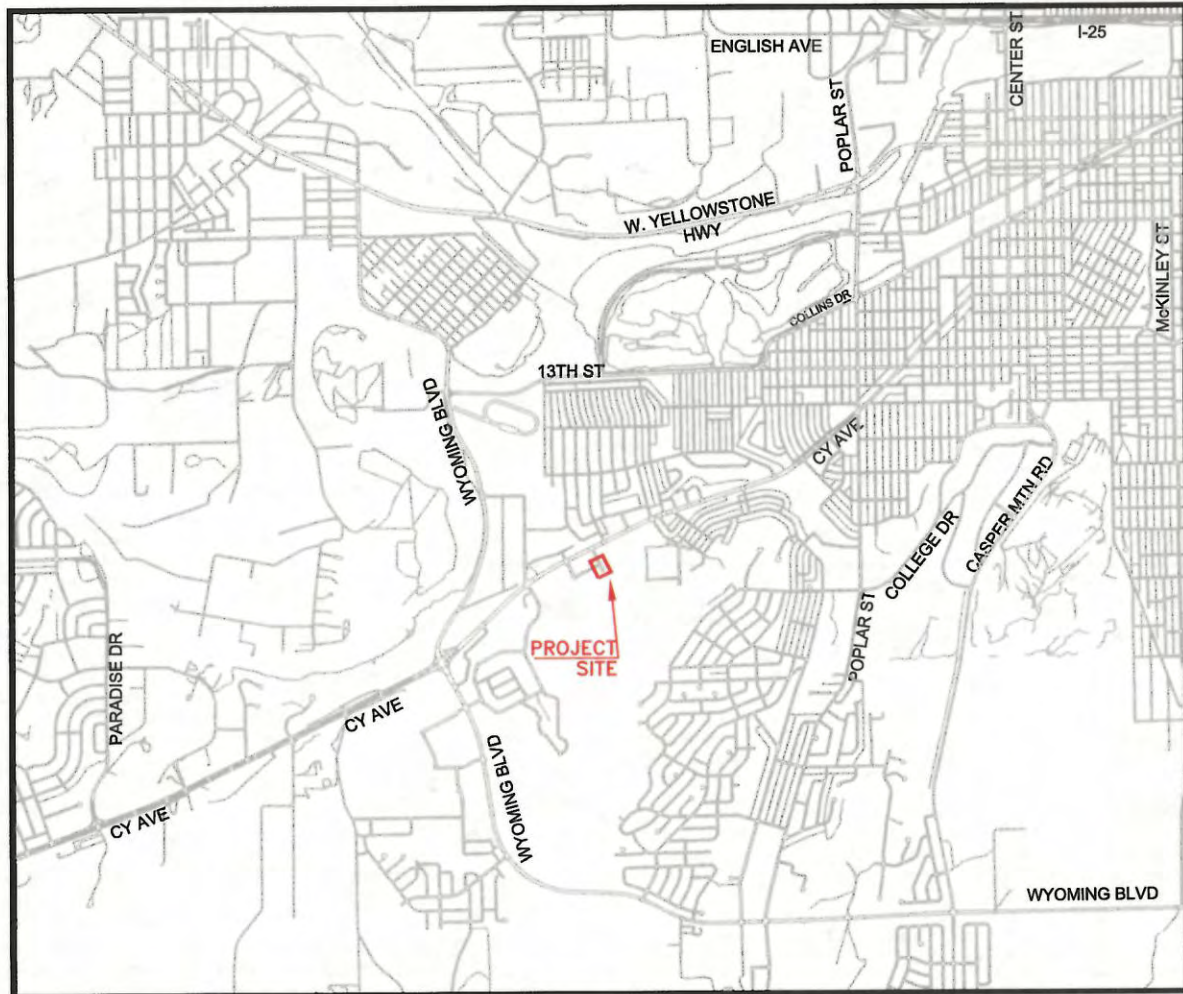
A handwritten signature in black ink, appearing to read 'Fleur Tremel', written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor



VICINITY MAP - WEST CASPER
SCALE: 1" = 4000'



Sheet Title

PRELIMINARY SITE PLAN
ARROWHEAD RD. LAD
ARROWHEAD & JADE

THIS DRAWING IS
SET UP FOR
PRINTING &
SCALING ON
11"x17" PAPER
SIZE ONLY.

AB	As-Built Drawings	9/10/18
No.	Revision/Issue	Date


CITY OF CASPER
ENGINEERING
200 N. DAVID
CASPER, WY
82601



2019
ARROWHEAD
ROAD
LAD

CASPER, WY
PROJECT NO.
19-XXX

Date	10/31/19	Sheet
Drawn	SRB	SP
Scale	1" = 120'	

April 8, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
Andrew Beamer, Public Services Director 
M. Jeremy Yates, MPO Supervisor

SUBJECT: Resolution Authorizing Submission of a Grant Application to the U.S. Department of Transportation for a 2020 BUILD (Better Utilizing Investments to Leverage Development) Transportation Discretionary Grant

Meeting Type & Date: Regular Council Meeting April 21, 2020.

Action Type: Resolution.

Recommendation: That Council, by resolution, authorize submission of a Better Utilizing Investments to Leverage Development (BUILD) grant to the U.S. Department of Transportation to fund the reconstruction of Midwest Avenue from Walnut Street to Poplar Street, in the amount of \$1,992,000, with the City's match of 20%. The total project cost will be \$2,490,000, and the City's portion will be \$498,000.

Summary: The City of Casper is preparing to apply to the U.S. Department of Transportation (USDOT) for the 2020 BUILD Discretionary Grant (formerly known as the TIGER program) to help fund the reconstruction of Midwest Avenue from Walnut Street to Poplar Street. City staff received the BUILD Notice of Funding in mid-February and have been working steadily on compiling project cost estimates, writing the project narrative to reflect transportation impacts, and requesting letters of support from local, state, and federal partners. This project includes moving all overhead utilities to underground, replacing aging water and sewer mains, upgrading all services to each lot, upgrading the storm sewer to handle flood events, new roadway, curb and gutter, constructing business front sidewalks, and providing bike lanes along the corridor. The project also includes extensive landscaping and irrigation throughout the corridor, benches, bike racks, trashcans, and decorative roadway lighting.

The reconstruction of Midwest Avenue will enhance the existing transportation system in accordance with the City's Comprehensive Plan. The proposed project will also improve the walkability of the Old Yellowstone District by providing a new sidewalk along both sides of the street, new crosswalks along the entire corridor and extending the Rails-to-Trails pathway to Poplar Street.

If awarded the grant, design engineering of the project would be finalized immediately in order to meet all local, state, and federal requirements by September 30, 2022. One of the grant requirements is confirmation of the non-Federal match, which can be demonstrated via a Council

resolution. Once designed, the project would be scheduled to be bid out to contractors in the winter of 2022. Construction could then start in spring of 2023, and would be scheduled to be constructed over a 14-month period with completion by fall of 2024.

Financial Considerations: The 2020 BUILD Discretionary Grant considers rural designated projects that are a minimum in size of \$1.0 million dollars, and requires a non-Federal match of 20%. The engineer's estimate for the City of Casper's proposed project is a total cost of \$2,490,000 with a non-Federal match of 20% by the City of \$498,000.

The funding source for the local match is proposed to be determined at such time as the City receives the approval of the grant application.

Oversight/Project Responsibility: Andrew Beamer, Public Services Director, will administer the grant on behalf of the City of Casper.

Attachments: Resolution

RESOLUTION NO. 20-73

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FOR A 2020 BUILD TRANSPORTATION DISCRETIONARY GRANT FOR MIDWEST AVENUE IMPROVEMENTS.

WHEREAS, the City of Casper desires to apply to the U.S. Department of Transportation for a 2020 Better Utilizing Investments to Leverage Development (BUILD) Discretionary Grant; and,

WHEREAS, the application will be submitted for the reconstruction of Midwest Avenue from Walnut Street to Poplar Street, including new utilities, curb and gutter, sidewalk, landscaping, and roadway lighting; and,

WHEREAS, the reconstruction will be a benefit to the residents of Casper and the surrounding area by creating a walkable, sustainable, infrastructure foundation for the redevelopment of the Old Yellowstone District and future State office building; and,

WHEREAS, sufficient federal transportation enhancement funds exist to fund the project providing adequate local match is provided by the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper City Council authorize the application to the U.S. Department of Transportation for the 2020 BUILD Transportation Discretionary Grant, in the amount of \$1,992,000, which would require a City match of \$498,000.

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

APPROVED AS TO FORM:






ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steve K. Freel
Mayor

April 13, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
M. Jeremy Yates, MPO Supervisor 
SUBJECT: Approval and Adoption of the 2020 Casper Area Wayfinding Master Plan

Meeting Type & Date:

Regular Council Meeting, April 21, 2020.

Action Type:

Resolution

Recommendation: That Council, by resolution, approves and adopts the 2020 Casper Area Wayfinding Master Plan conducted by the Metropolitan Planning Organization (MPO).

Summary:

This Metropolitan Planning Organization (MPO) project kicked off in September 2019 and met the scheduled completion of March 2020. The consultants, RDG Planning & Design, conducted three (3) on-site meetings with stakeholder entities in the Casper area; meeting with the municipalities (Casper, Natrona County, Bar Nunn, Evansville, and Mills), WYDOT, the MPO Technical Committee and Community Steering Committee to seek public input on the wayfinding deliverables, individualized to each municipality.

The Wayfinding Master Plan project includes:

1. Incorporation and consideration of key Casper Area municipalities, community assets, and destinations into the geographic scope of the Master Plan.
2. Identification, inventory, and analysis of existing signage and locations.
3. Incorporation of public participation into the design process.
4. Design of a framework for sign and wayfinding types for a wide range of users and environments.
5. Provision of construction and installation specifications and guides.
6. Development of implementation and capital plans.

The Plan is a system, by which each municipalities' signs will work in coordination with one another to give residents and visitors a holistic experience. Each municipality will separately adopt the Plan, and fund their own signs. This Plan has been approved by the MPO Policy Committee.

Financial Considerations: Funding for the Wayfinding Plan project comes from the MPO, including federal monies and contributions from member agencies.

The Metropolitan Planning Organization (MPO) is comprised of local government entities in the Casper metro area including the City of Casper, Natrona County, the Towns of Evansville, Mills and Bar Nunn, and the Wyoming Department of Transportation (WYDOT). All members of the MPO have assigned staff representatives to the Technical Committee, and elected officials to the Policy Committee. The MPO is funded by the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) through WYDOT. MPO funding is intended to be used primarily for planning purposes and not for capital construction.

Oversight/Project Responsibility: MPO Staff in the Community Development Department

Attachments:

Resolution

Final Wayfinding Plan (separate link)

[Final 2020 Wayfinding Plan Link](#)

RESOLUTION NO. 20-74

A RESOLUTION APPROVING AND ADOPTING THE 2020
CASPER AREA WAYFINDING MASTER PLAN.

WHEREAS, the Casper Area Metropolitan Planning Organization (MPO) initiated a Wayfinding Master Plan to provide guidance for the implementation of wayfinding directional signage within the Casper Metropolitan Region; and,

WHEREAS, the 2020 Wayfinding Master Plan represents a planning process for the Casper Urbanized Area; including the City of Casper, Towns of Evansville, Mills, and Bar Nunn, and Natrona County; and,

WHEREAS, the MPO Policy Committee passed a motion at their meeting on March 31, 2020 to approve the Plan; and,

WHEREAS, it is the desire of the governing body of the City of Casper to approve and adopt said Plan for the Casper Urbanized Area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the 2020 Wayfinding Master Plan is hereby approved and adopted.

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

April 8, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a resolution approving a vacation and replat creating Elkhorn Village Addition No. 2, and the associated Subdivision Agreement.

Meeting Type & Date:

Regular Council Meeting, April 21, 2020

Action Type:

Resolution

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the vacation and replat creating the Elkhorn Village Addition No. 2, and the associated Subdivision Agreement.

Summary:

Blackmore Homes, LLC has applied for a vacation and replat of the Elkhorn Village Addition to create the Elkhorn Village Addition No. 2. The subject property encompasses 21-acres, more or less, and is located directly north of the intersection of East 12th Street and Elkhorn Valley Drive. Elkhorn Village Addition was approved in 2018, and is currently in the beginning stages of development as a single-family residential subdivision.

The purpose of the replat is to make several relatively minor adjustments to the overall layout. A summary of which is as follows:

- Adjustment of Lot 34 to the west to create a flatter, more usable lot.
- The 20' wide pathway easements adjacent to Lots 11, 12, 38 and 39 are being removed and incorporated into Tract A. Tract A will be controlled by the Homeowner's Association, and the adjacent property owners will be relieved of the obligation to own and maintain the easement.
- Likewise, the easement between Lots 47 and 48 is being incorporated into Tract B.
- The easement on Lot 41 is being reduced in size to provide the future property owner with more usable space.
- The easement on Lot 2 is being turned into a stand-alone Tract (Tract C), which will be used for subdivision signage and landscaping. The Homeowner's Association will own and maintain said tract.

The Planning and Zoning Commission voted to unanimously support the vacation and replat after a public hearing on March 19, 2020. No public comments were received, and there were no recommended conditions of approval.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing replat proposals.

Attachments:

Resolution

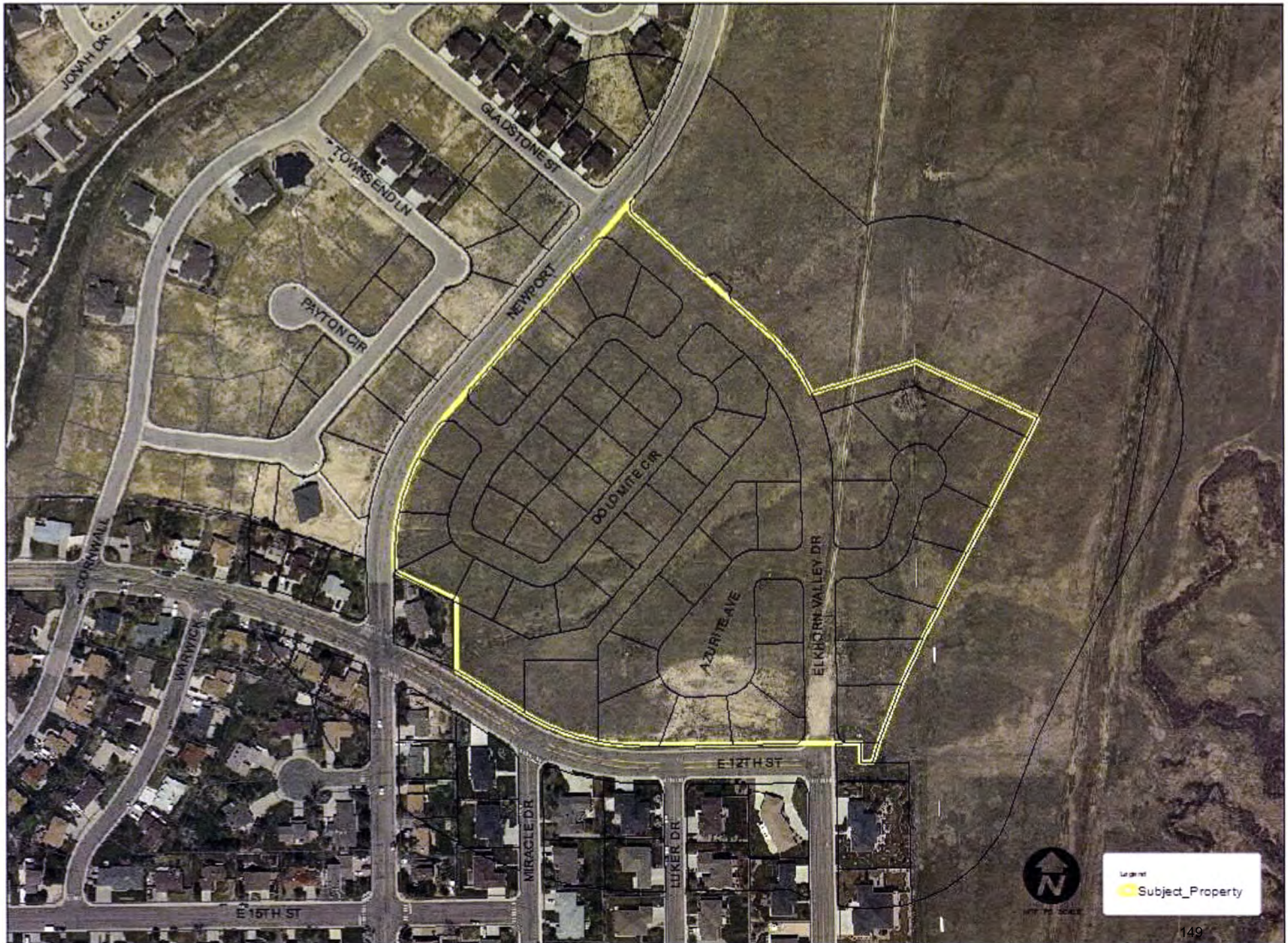
Aerial Map

Zoning Map

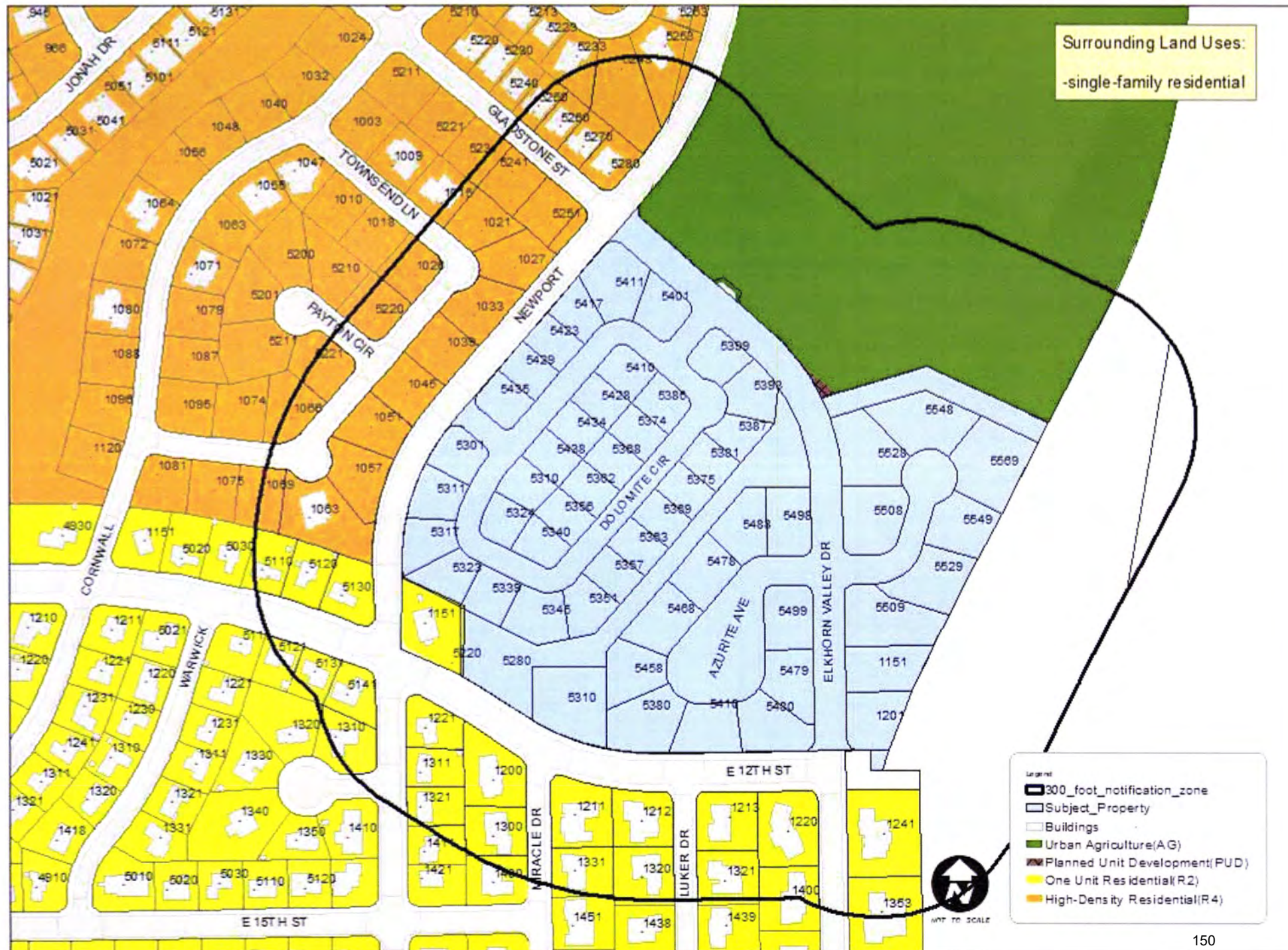
Plat

Subdivision Agreement

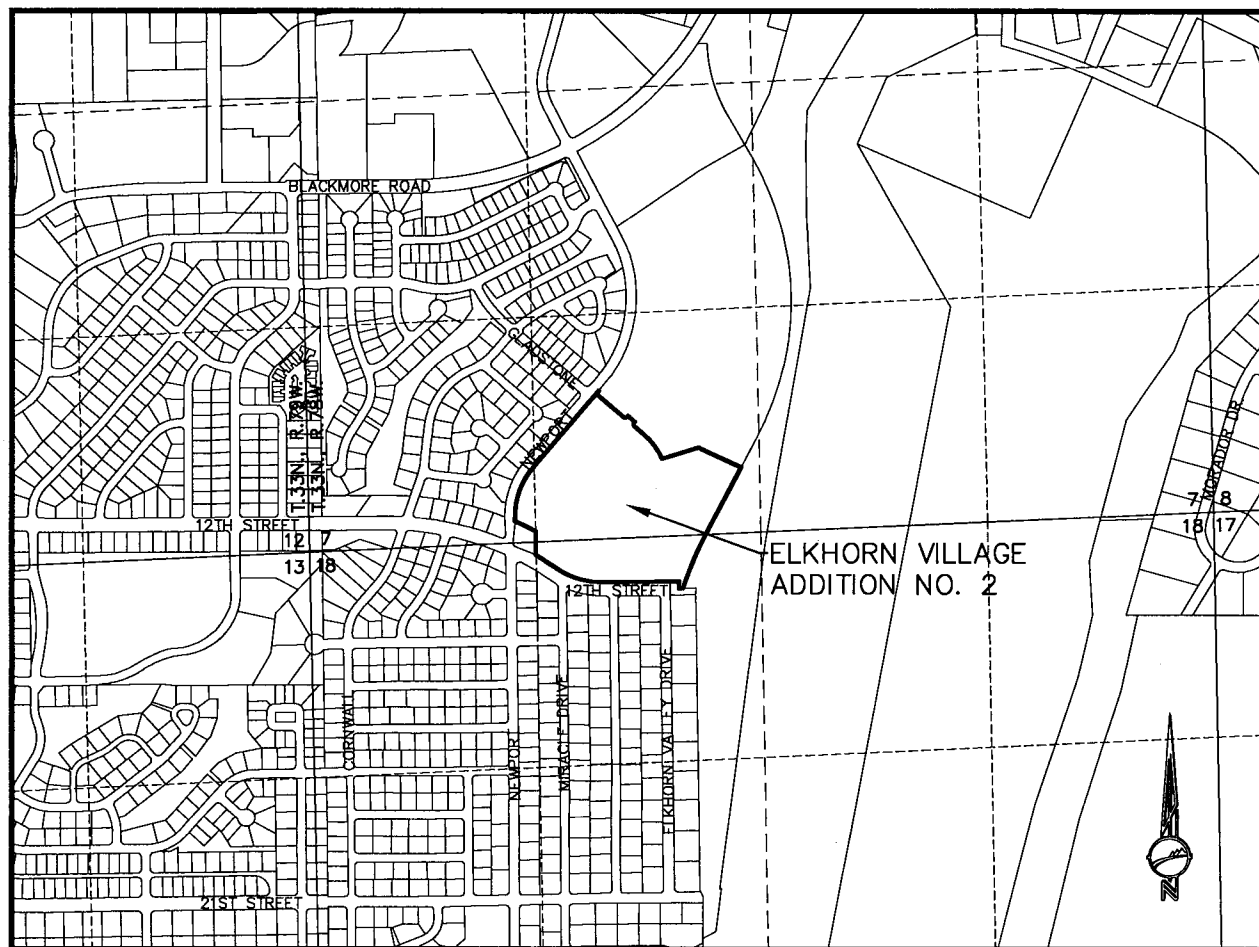
Area of Proposed Elkhorn Village Addition No. 2 (existing layout)



Area of Proposed Elkhorn Village Addition No. 2 (existing layout)



PLAT OF
"ELKHORN VILLAGE ADDITION NO. 2"
AN ADDITION TO THE CITY OF CASPER, WYOMING
A VACATION AND REPLAT OF ALL OF
ELKHORN VILLAGE ADDITION
TO THE CITY OF CASPER, WYOMING
A SUBDIVISION OF PORTIONS OF LOT 4
(SW1/4SW1/4) & SE1/4SW1/4, SECTION 7 AND
NE1/4NW1/4, SECTION 18
TOWNSHIP 33 NORTH, RANGE 78 WEST
SIXTH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING
SHEET 1 OF 2



VICINITY MAP
SCALE: 1"=500'

CERTIFICATE OF DEDICATION

Blackmore Homes LLC, hereby certify that they are the owners and proprietors of the foregoing vacation and replat of all of Elkhorn Village Addition to the City of Casper, Wyoming, and being a subdivision of portions of the Lot 4 (SW1/4SW1/4) and SE1/4SW1/4, Section 7 and NE1/4NW1/4, Section 18, Township 33 North, Range 78 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southeasterly corner of the Lot 4 (SW1/4SW1/4), Section 7 and W1/16 corner common to said Sections 7 and 18 and also a point in the easterly line of Lot 1, Block 3, Eastgate III, an Addition to the City of Casper, Wyoming and the westerly line of the Parcel being described; thence from said Point of Beginning and along the westerly line of said Parcel and the easterly line of said Lot 1, Block 3, Eastgate III and Lot 4 (SW1/4SW1/4), Section 7, N.1°16'19"W., 63.61 feet to a point and northeasterly corner of said Lot 1, Block 3, Eastgate III; thence along the southerly line of said Parcel and the northerly line of said Lot 1, Block 3, Eastgate III and into said Lot 4 (SW1/4SW1/4), Section 7 and along the arc of a true curve to the left, having a radius of 1747.50 feet and through a central angle of 4°19'14", northwesterly 131.77 feet and the chord of which bears N.63°18'11"W., 131.74 feet to the northwesterly corner of said Lot 1, Block 3, Eastgate III and a point in and intersection with the easterly line of Newport Drive; thence along the westerly line of said Parcel and the easterly line of said Newport Drive, N.0°47'54"W., 26.34 feet to the beginning of a curve; thence along the arc of a true curve to the right, having a radius of 437.67 feet and through a central angle of 41°35'05", northeasterly, 317.66 feet and the chord of which bears N.19°46'52"E., 310.73 feet to the end of said curve; thence along the northwesterly line of said Parcel and the southeasterly line of said Newport Drive and into said SE1/4SW1/4, Section 7, N.40°35'51"E., 590.24 feet to the northwesterly corner of said Parcel; thence along the northeasterly line of said Parcel and into said Lot 1, Elkhorn Valley Addition No. 5 and along the arc of a true curve to the left, having a radius of 25.00 feet and through a central angle of 89°57'29", southeasterly, 39.25 feet and the chord of which bears S.42°22'54"E., 35.34 feet to a point of tangency; thence continuing along the northerly line of said Parcel, S.49°21'38"E., 181.26 feet to a point of curve; thence continuing along the northerly line of said Parcel and along the arc of a true curve to the left, having a radius of 20.00 feet and through a central angle of 90°00'00", northeasterly, 31.42 feet and the chord of which bears N.85°38'22"E., 28.28 feet to a point and end of said curve; thence continuing along the northerly line of said Parcel, S.49°21'38"E., 50.00 feet to a point of curve; thence continuing along the northerly line of said Parcel and along the arc of a true curve to the left, having a radius of 20.00 feet and through a central angle of 90°00'00", southeasterly, 31.42 feet and the chord of which bears S.4°21'38"E., 28.28 feet to a point and end of said curve; thence continuing along the northerly line of said Parcel, S.49°21'38"E., 69.66 feet to a point of curve; thence continuing along the northerly line of said Parcel and along the arc of a true curve to the right, having a radius of 432.50 feet and through a central angle of 23°47'47", southeasterly, 179.63 feet and the chord of which bears S.37°27'45"E., 178.34 feet to a point and end of said curve; thence continuing along the northerly line of said Parcel, N.73°07'13"E., 222.55 feet to a point; thence continuing along the northerly line of said Parcel, S.65°21'19"E., 275.49 feet to the northeasterly corner of said Parcel and a point in and intersection with the easterly line of said Lot 1, Elkhorn Valley Addition No. 5; thence along the easterly line of said Parcel and the easterly line of said Lot 1, Elkhorn Valley Addition No. 5, and into said NE1/4NW1/4, Section 18, S.27°33'24"W., 473.97 feet to the beginning of a curve; thence continuing along the easterly line of said Parcel and along the arc of a true curve to the left, having a radius of 1893.05 feet and through a central angle of 9°29'27", southwesterly 313.57 feet and the chord of which bears S.22°46'52"W., 313.22 feet to the southeasterly corner of said Parcel and the southeasterly corner of said Lot 1, Elkhorn Valley Addition No. 5 and a point in and intersection with the northerly line of Tract A, Lots 1-7, Block 8, Elkhorn Valley Addition No. 3; thence along the southerly line of said Parcel and the northerly line of said Tract A, Lots 1-7, Block 8, Elkhorn Valley Addition No. 3, S.89°45'43"W., 24.30 feet to a point; thence along the westerly line of said Parcel and the easterly line of said Tract A, Lots 1-7, Block 8, Elkhorn Valley Addition No. 3, N.0°39'28"W., 39.91 feet to a point; thence along the southerly line of said Parcel and the northerly line of said Tract A, Lots 1-7, Block 8, Elkhorn Valley Addition No. 3 and the northerly line of East 12th Street, S.89°10'59"W., 439.39 feet to the beginning of a curve; thence continuing along the southerly line of said Parcel and the northerly line of said East 12th Street and along the arc of a true curve to the right, having a radius of 485.00 feet and through a central angle of 33°32'59", northwesterly, 283.99 feet and the chord of which bears N.73°58'53"W., 279.95 feet to the end of said curve; thence along the southwesterly line of said Parcel and the northeasterly line of said East 12th Street, N.57°13'00"W., 99.93 feet to the beginning of a curve; thence continuing along the southwesterly line of said Parcel and the northeasterly line of said East 12th Street and along the arc of a true curve to the left, having a radius of 1629.63 feet and through a central angle of 1°50'13", northwesterly, 52.25 feet and the chord of which bears N.58°05'42"W., 52.24 feet to a point and southeasterly corner of said Lot 1, Block 3, Eastgate III; thence along the westerly line of said Parcel and the easterly line of said Lot 1, Block 3, Eastgate III, N.0°33'20"W., 75.80 feet to the Point of Beginning and containing 21.09 acres, more or less.

The subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors. The name of said subdivision shall be known as "ELKHORN VILLAGE ADDITION NO. 2" to the City of Casper, Wyoming. All streets as shown hereon are hereby or have been previously dedicated to the use of the public and easements as shown hereon are hereby dedicated to the use of public and private utility companies for the purposes of construction, operation and maintenance of utility lines, conduits, ditches, drainage and access. Tract A is to be reserved for drainage and public pedestrian access. Tract B is to be reserved for drainage, public pedestrian access and sanitary sewer. Tract C is to be reserved for Sign and Landscaping. Lots with double frontage shall not be accessed along Newport Drive, Elkhorn Valley Drive or East 12th Street.

Blackmore Homes, LLC
441 Landmark, Ste. 100
Casper, Wyoming 82609

TIMM A. SMITH, MANAGER, BLACKMORE HOMES, LLC

ACKNOWLEDGMENT

State of Wyoming }
County of Natrona }

The foregoing instrument was acknowledged before me by Timm A. Smith, Manger of Blackmore Homes, LLC this _____ day of _____, 2020.

Witness my hand and official seal.

My Commission Expires: _____

Notary Public

APPROVALS

APPROVED: City of Casper Planning and Zoning Commission this _____ day of _____, 2020 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

Secretary

Commission Chairman

APPROVED: City Council of the City of Casper, Wyoming by Resolution No. _____ duly passed, adopted and approved on the _____ day of _____, 2020.

Attest:

City Clerk

Mayor

INSPECTED AND APPROVED on the _____ day of _____, 2020.

City Engineer

INSPECTED AND APPROVED on the _____ day of _____, 2020.

City Surveyor

CERTIFICATE OF SURVEYOR

I, Paul R. Svenson, a registered professional land surveyor, License No. 10272, do hereby certify that this plat was made from notes taken during an actual survey made by me or others under my direct supervision during the months of June through September, 2018 and February 2020 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey. The perimeter boundary is monumented by brass caps as of the date of this survey and all lots corners shall be monumented with 5/8" rebar with aluminum caps upon completion of construction.



State of Wyoming }
County of Natrona }

The foregoing instrument was acknowledged before me by Paul R. Svenson this _____ day of _____, 2020.

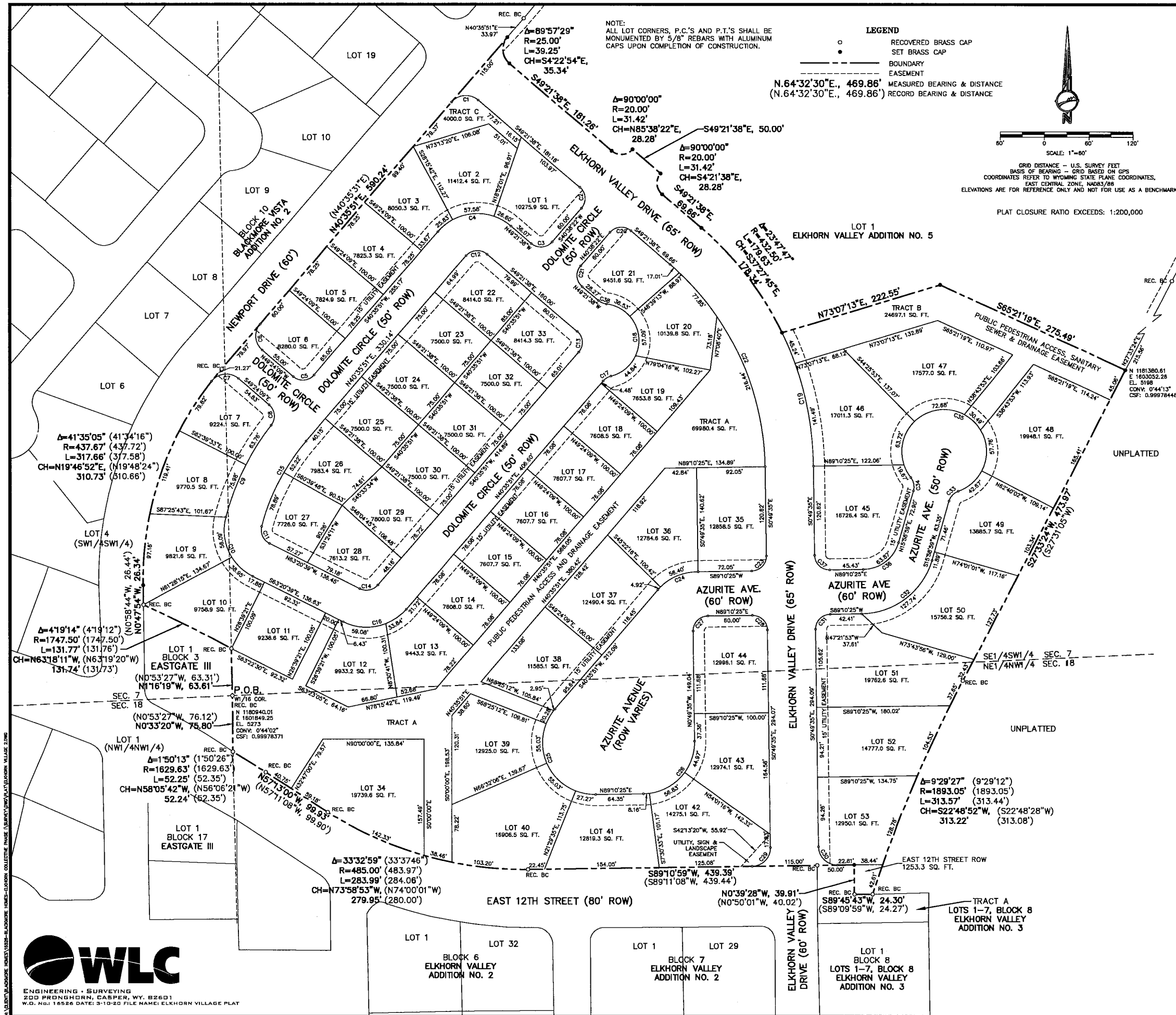
Witness my hand and official seal.

My Commission Expires: _____

Notary Public



ENGINEERING • SURVEYING
200 PRONGHORN, CASPER, WY. 82601
W.D. NO. 16526 DATE: 3-10-2020 FILE NAME: ELKHORN VILLAGE 2.DWG



Curve Table				
Curve #	Delta	Radius	Length	Chord
C1	90°02'31"	25.00'	38.29'	N85°37'06"E, 35.37'
C2	90°00'00"	20.00'	31.42'	S4°21'38"E, 28.28'
C3	90°00'00"	20.00'	31.42'	S85°38'22"W, 28.28'
C4	90°02'31"	70.00'	110.01'	S85°37'06"W, 99.03'
C5	90°00'00"	20.00'	31.42'	S85°35'51"W, 28.28'
C6	90°00'00"	25.00'	38.27'	N4°24'09"W, 35.38'
C7	82°48'28"	25.00'	40.50'	N84°11'36"E, 36.21'
C8	87°33'54"	20.00'	30.57'	S5°37'13"E, 27.68'
C9	23°42'56"	337.62'	139.74'	S26°18'18"W, 136.75'
C10	77°47'28"	70.00'	95.04'	S24°26'56"E, 87.91'
C11	78°17'27"	20.00'	27.33'	N24°42'01"W, 25.25'
C12	90°02'31"	20.00'	31.43'	N85°37'06"E, 28.28'
C13	89°57'29"	20.00'	31.40'	S4°22'54"E, 28.27'
C14	76°03'30"	20.00'	28.55'	S78°37'36"W, 24.64'
C15	26°07'24"	287.56'	131.11'	N27°30'22"E, 129.98'
C16	76°03'30"	70.00'	92.92'	N78°37'36"E, 86.25'
C17	35°35'41"	20.00'	12.42'	N58°23'41"E, 12.23'
C18	158°49'30"	48.64'	138.46'	N3°36'16"W, 97.74'
C19	24°44'16"	432.50'	186.73'	S13°11'43"E, 185.29'
C20	90°00'00"	20.00'	31.42'	N85°38'22"E, 28.28'
C21	90°00'00"	20.00'	31.42'	N4°21'38"W, 28.28'
C22	48°32'03"	387.50'	311.30'	S25°05'37"E, 302.06'
C23	90°00'00"	20.00'	31.42'	S44°10'25"W, 28.28'
C24	50°05'29"	70.14'	61.32'	S85°40'06"W, 59.39'
C25	131°25'28"	70.00'	160.56'	S25°06'52"E, 127.81'
C26	90°00'00"	70.00'	109.96'	N44°10'25"E, 98.99'
C27	90°00'00"	20.00'	31.42'	N44°10'25"E, 28.28'
C28	90°00'00"	20.00'	31.42'	S45°49'35"E, 28.28'
C29	90°00'33"	25.00'	39.27'	S44°10'42"W, 35.36'
C30	86°59'26"	25.00'	39.27'	S45°49'18"E, 35.35'
C31	90°00'00"	20.00'	31.42'	S44°10'25"W, 28.28'
C32	73°11'26"	100.00'	127.74'	S52°34'42"W, 118.23'
C33	54°14'18"	20.00'	18.93'	S43°06'08"W, 18.23'
C34	54°14'18"	20.00'	18.93'	N11°08'10"W, 18.23'
C35	286°26'36"	57.00'	286.99'	S74°01'01"E, 66.62'
C36	73°11'26"	50.00'	63.87'	N52°34'42"E, 59.62'
C37	90°00'00"	20.00'	31.42'	S45°46'35"E, 28.28'
C38	34°02'25"	20.00'	11.88'	N65°22'51"W, 11.71'

PLAT OF
"ELKHORN VILLAGE ADDITION NO. 2"
AN ADDITION TO THE CITY OF CASPER, WYOMING
A VACATION AND REPLAT OF ALL OF
ELKHORN VILLAGE ADDITION
TO THE CITY OF CASPER, WYOMING
A SUBDIVISION OF PORTIONS OF LOT 4
(SW1/4SW1/4) & SE1/4SW1/4, SECTION 7 AND
NE1/4NW1/4, SECTION 18
TOWNSHIP 33 NORTH, RANGE 78 WEST
SIXTH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING
SHEET 2 OF 2

ELKHORN VILLAGE ADDITION NO. 2 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. Blackmore Homes, Inc., 441 Landmark, Suite 100, Casper, Wyoming 82609 ("Owner").

Throughout this Agreement, City and Owner may be individually referred to as a "party" or collectively referred to as the "parties."

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for a vacation and replat of Elkhorn Village Addition to create Elkhorn Village Addition No. 2, comprising 21-acres, more or less, generally located northeast of the intersection of Newport and East 12th Streets.
- C. A plat of Elkhorn Village Addition No. 2 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by

itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Blackmore Homes, INC.
441 Landmark, Suite 100
Casper, Wyoming 82609

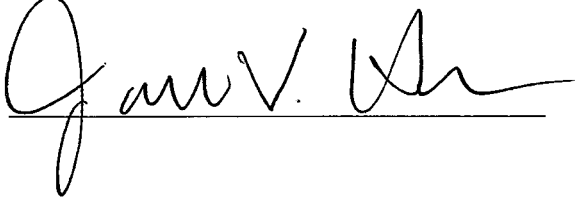
City of Casper
Attn: Community Development Director
200 North David
Casper, WY 82601
Fax: 307-235-8362

- 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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

OWNER
Blackmore Homes, INC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 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 _____ day of _____, 2020, by _____ as the authorized representative of Blackmore Homes, LLC.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

RESOLUTION NO. 20-75

A RESOLUTION APPROVING THE ELKHORN VILLAGE
ADDITION NO. 2, AND THE ASSOCIATED SUBDIVISION
AGREEMENT

WHEREAS, an application has been made to vacate and replat the Elkhorn Village Addition to create the Elkhorn Village Addition No. 2, comprising 21-acres, more or less, and generally located northeast of the intersection of Newport and East 12th Streets; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing, a motion recommending that the City Council approve said vacation and replat; and,

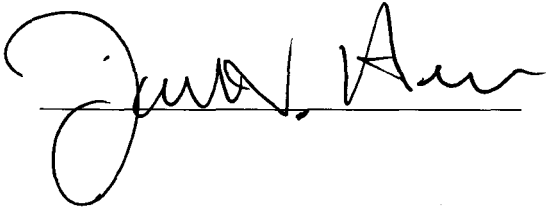
WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat creating the Elkhorn Village Addition No. 2 should be approved.

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, this resolution approving the vacation and replat, as described above.

BE IT FURTHER 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 subdivision agreement between the City and Blackmore Homes, LLC.

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

APPROVED AS TO FORM:




ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

March 31, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
Craig Collins, Building/Code Enforcement Manager

SUBJECT: Approval of Contracts for the Abatement of Weeds and Litter

Meeting Type & Date: Regular Council Meeting – April 21, 2020

Action Type: Resolution

Recommendation: That Council, by resolution, authorize one-year contracts with AAA Landscaping, B & B Sales and Service, Brian's Go To Service and Wyoming Longhorn Landscaping Inc. for weed mowing and litter abatement within the City of Casper, commencing May 1, 2020, and continuing through April 30, 2021.

Summary: On March 1, 2020 and March 8, 2020, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website for weed mowing and litter abatement.

The City is in receipt of seven (7) bids from local contractors for the desired services. However, one bid is recommended to be rejected due to their high prices and two bids are recommended to be rejected for submission of incomplete bid packets. Therefore, staff recommends bids be awarded for weed mowing and litter abatement to the other four (4) contractors. Because the above referenced companies have other clients that they do work for, it is important that Code Enforcement have several contractors they can rely on. Job assignments will be rotated between the four contractors based on their availability. The Request for Bids, Contracts, and Resolutions are attached for your review.

Recommendation - Reject the Following Bids:

- Big West Landscaping, LLC – Based on high pricing
- D.Q.'s Commercial/Land Service Maintenance – Incomplete Bid Packet
- Two Brothers Lawn Services LLC – Incomplete Bid Packet

Recommendation - Accept the Following Bids:

- AAA Landscaping
- B & B Sales and Service
- Brian's Go To Service
- Wyoming Longhorn Landscaping Inc.

Financial Considerations: Funding for the abatement of weeds and litter is budgeted from the FY2020/2021 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed for the services provided.

Oversight/Project Responsibility: Community Development Department, Code Enforcement Division – Craig Collins, Building/Code Enforcement Manager.

Attachments: Request for Bid, Contract for Professional Services and Resolution – AAA Landscaping
Request for Bid, Contract for Professional Services and Resolution – B & B Sales and Service
Request for Bid, Contract for Professional Services and Resolution – Brian's Go To Service
Request for Bid, Contract for Professional Services and Resolution – Wyoming Longhorn Landscaping Inc.

AAA LANDSCAPING

Article 1. Work Program

A. The work to be performed under this proposal shall be commenced on or before May 1, 2020 and continue through April 30, 2021.

Proposed Costs:

The contract prices shall follow

1 A. Individual lots 2,500 square feet or less \$0.08 per square foot

2 B. Lots between 2,501 and 5,000 square feet \$0.020 per square foot

3 C. Lots greater than 5,000 square feet \$0.0152 per square foot

4 D. Litter and trash removal \$40.00 per cubic yard

*** Minimum Charge \$25.00**

Article 2. Project Schedule:

The work to be performed under this proposal shall be commenced on or before May 1, 2020 and continue through April 30, 2021.

Article 3. Experience:

*** All work shall be done in a workmanlike manner according to standard practice and in compliance with all applicable laws.**

*** AAA Landscaping Shall furnish a description of materials and equipment to be used.**

*** To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.**

*** AAA Landscaping shall furnish owner appropriate releases or waivers of lien for all work performed.**

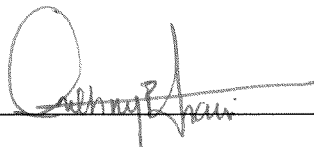
AAA LANDSCAPING

- * **AAA Landscaping warrants it is adequately insured for injury to employees and others incurring loss or injury as a result of the acts of AAA Landscaping or its employees.**
- * **AAA Landscaping shall at their own expense obtain all permits necessary for the work to be performed.**
- * **AAA Landscaping agrees to remove all debris and leave property in clean condition.**

Acceptance of Proposal

**The above prices, specifications, and conditions are hereby accepted.
You are authorized to do the work as specified by the owner.**

Signature _____



Date _____

3/11/20

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 21st day of April, 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. AAA Landscaping, P.O. Box 50458, Casper, Wyoming 82605.

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

RECITALS

A. The City is undertaking hiring a Contractor to provide weed and grass control, and litter and trash abatement services.

B. The project requires professional services for the weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land as required by this Contract.

D. 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:

A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.

B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful

disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this Contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, and shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.
- G. If the Contractor is unable to complete the work within five (5) days of the job assignment, the Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division. At that time, the job may be assigned to different contractor in order for the job to be completed in a timely manner.
- H. The Contractor shall take "before and after" photos of the job site and shall produce them on demand, if necessary. If said photographs cannot be produced to show the work was completed by Contractor, payment may be held by City.
- I. The Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division within 24 hours after each job is completed for verification and clearance of work performed.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2020, and terminate on April 30, 2021, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$.08 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$.02 per square foot.
- C. Lots greater than 5,000 square feet shall be \$.0152 per square foot.
- D. Litter and trash removal shall be \$ 40.00 per cubic yard to remove, transport, and dispose of legally.

No charge shall be less than \$25.00.

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. All invoices must be submitted to the Community Development Department, Code Enforcement Division within thirty (30) days of job completion. Late invoices will not be accepted, and therefore, the Contractor will not be paid for services rendered if invoices are received after thirty (30) days of job completion.

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.

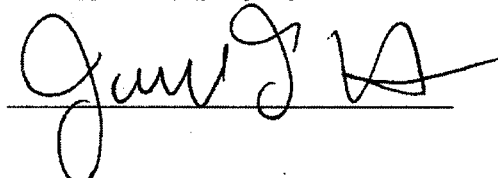
6. EXTENT OF CONTRACT:

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 D. Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
AAA Landscaping

By: _____

By:  _____

Printed Name: _____

Printed Name: Anthony B. Bracis

Title: _____

Title: Owner

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.

RESOLUTION NO. 20-76

A RESOLUTION AUTHORIZING A CONTRACT WITH AAA
LANDSCAPING FOR WEED MOWING AND LITTER
ABATEMENT.

WHEREAS, the City of Casper desires to contract with AAA Landscaping for weed mowing and litter abatement, which shall commence on May 1, 2020, and terminate April 30, 2021; and,

WHEREAS, the fees for said services are set forth in the above referenced contract;
and,

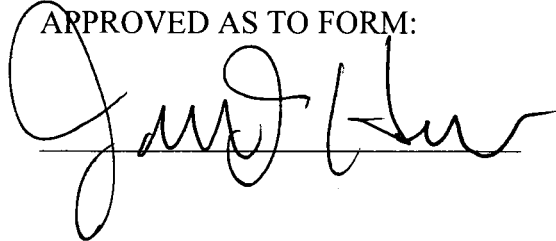
WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 AAA Landscaping for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

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

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "John H. ...", is written over a horizontal line.


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

March 31, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
Craig Collins, Building/Code Enforcement Manager

SUBJECT: Approval of Contracts for the Abatement of Weeds and Litter

Meeting Type & Date: Regular Council Meeting – April 21, 2020

Action Type: Resolution

Recommendation: That Council, by resolution, authorize one-year contracts with AAA Landscaping, B & B Sales and Service, Brian's Go To Service and Wyoming Longhorn Landscaping Inc. for weed mowing and litter abatement within the City of Casper, commencing May 1, 2020, and continuing through April 30, 2021.

Summary: On March 1, 2020 and March 8, 2020, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website for weed mowing and litter abatement.

The City is in receipt of seven (7) bids from local contractors for the desired services. However, one bid is recommended to be rejected due to their high prices and two bids are recommended to be rejected for submission of incomplete bid packets. Therefore, staff recommends bids be awarded for weed mowing and litter abatement to the other four (4) contractors. Because the above referenced companies have other clients that they do work for, it is important that Code Enforcement have several contractors they can rely on. Job assignments will be rotated between the four contractors based on their availability. The Request for Bids, Contracts, and Resolutions are attached for your review.

Recommendation - Reject the Following Bids:

- Big West Landscaping, LLC – Based on high pricing
- D.Q.'s Commercial/Land Service Maintenance – Incomplete Bid Packet
- Two Brothers Lawn Services LLC – Incomplete Bid Packet

Recommendation - Accept the Following Bids:

- AAA Landscaping
- B & B Sales and Service
- Brian's Go To Service
- Wyoming Longhorn Landscaping Inc.

Financial Considerations: Funding for the abatement of weeds and litter is budgeted from the FY2020/2021 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed for the services provided.

Oversight/Project Responsibility: Community Development Department, Code Enforcement Division – Craig Collins, Building/Code Enforcement Manager.

Attachments: Request for Bid, Contract for Professional Services and Resolution – AAA Landscaping
Request for Bid, Contract for Professional Services and Resolution – B & B Sales and Service
Request for Bid, Contract for Professional Services and Resolution – Brian's Go To Service
Request for Bid, Contract for Professional Services and Resolution – Wyoming Longhorn Landscaping Inc.

*^{ales.}
B & B Service and Service*
Complete Lawn Care, Landscaping, Fencing & Repairs Etc.
Joe Boster @ 259-3481 or 235-6848

City of Casper Code Enforcement Department

Attn: Kelly Shamley

Bid for Weed and Trash Clean up: March 19, 2020

- | | |
|--|-------------------------|
| 1. Lot of 2500 sq. feet or less | \$.04 per square foot |
| 2. Lot of 2500 up to 5000 sq. ft or less | \$.040 per square foot |
| 3. Lot of 5000 sq. ft. or more | \$.040 per square foot |
| 4. Labor and trash removal | \$ 55.00 per cubic yard |

We have several riding, stand on, walk behind and push type mowers, weed eaters, back pack blowers, walk behind vacuums, dump trucks, tractors, skid loaders, etc.

We have been in this type of business since 1992 here in Casper.

We typically have 8 to 10 employee's during the summer months with trucks and trailers of equipment for their use. Usually at least 1 crew of 3 people is dedicated to full time yard work all spring, summer and fall. We have 30 plus full time residential and commercial yards every year.

We have \$ 1,000,000. Plus in commercial liability insurance EMC insurance thru Wyoming Financial.

Joe Boster



**B & B Sales and Service
4411 Sunrise Drive
Casper Wyoming 82604
Office # 307-235-6848
Fax # 307-237-3709
Cell # 307-259-3481
JoeBoster1@Bresnan.net**

B & B Service

*Complete Landscape Design
Installations ~ Maintenance*

Since 1992 ~ Phone: 307-235-6848

***Landscaping** - Fences ~ Trees ~ Shrubs ~ Sod ~ Deck ~ Pavers
Patio ~ Sidewalks ~ Sprinkler Systems ~ Gardens
Retaining Wall ~ Edgings ~ Dirt & Rock Work*

***Yard Care** - Mowing ~ Spring & Fall Clean Up ~ Power Raking
Aerating ~ Edging ~ Leaf Raking ~ Gutter Cleaning
Fertilizing ~ Sprinkler Systems ~ Trimming Trees & Hedges*

***Sprinkler Systems** - New Installation ~ Repairs ~ Winterizing*

***Fences** - Cedar ~ Vinyl ~ Chain Link ~ Split Rail ~ Barb Wire
Hand Rails ~ New or Repair*

***Decks & Patio** - Brick ~ Redwood ~ Vinyl ~ Chainlink ~ Stone
New or Repair*

***Snow Removal** - Commercial ~ Residential ~ Plowing or Shoveling*

***Concrete**- Sidewalks ~ Driveways ~ Patio ~ New or Repairs.*

***Insulation** - Blown-in Attic ~ Roll Insulation ~ New or Addition*

***Maintenance** - Drywall ~ Painting ~ Woodwork ~ Handyman Repairs
Tile ~ New or Repairs ~ Small or Big Jobs call US!*

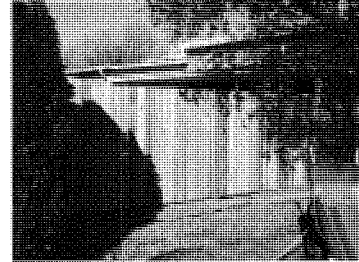
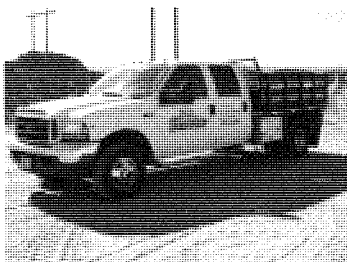
***Moving/Cleanup**- Moving ~ Hauling ~ Cleanup ~ Dumping ~
Garages ~ Interior or Exterior Houses ~ Attics*

Complete Lawn Care, Landscaping, Cleanup

New Installations or Repairs

B&B Service: 1546 Burlington Avenue, Casper, WY 82601

Free Estimates Call: Joe Boster @ 259-3481 or 235-6848 Please leave message.



CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 21st day of April, 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. B & B Sales and Service 4411 Sunrise Drive, Casper, Wyoming, 82604.

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

RECITALS

A. The City is undertaking hiring a Contractor to provide weed and grass control, and litter and trash abatement services.

B. The project requires professional services for the weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land as required by this Contract.

D. 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:

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The Contractor shall perform the following services in connection with and respecting the project:

- A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful

disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this Contract.
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- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.
- G. If the Contractor is unable to complete the work within five (5) days of the job assignment, the Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division. At that time, the job may be assigned to different contractor in order for the job to be completed in a timely manner.
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2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2020, and terminate on April 30, 2021, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$.04 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$.04 per square foot.
- C. Lots greater than 5,000 square feet shall be \$.04 per square foot.
- D. Litter and trash removal shall be \$ 55.00 per cubic yard to remove, transport, and dispose of legally.

No charge shall be less than \$25.00.

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. All invoices must be submitted to the Community Development Department, Code Enforcement Division within thirty (30) days of job completion. Late invoices will not be accepted, and therefore, the Contractor will not be paid for services rendered if invoices are received after thirty (30) days of job completion.

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.

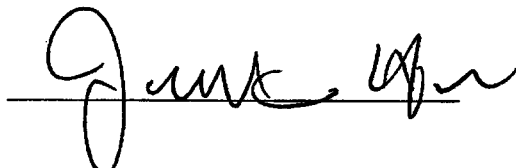
6. EXTENT OF CONTRACT:

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 D. Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
B & B Sales and Service

By: _____

Printed Name: _____

Title: _____

By: 

Printed Name: Joseph L Booster II

Title: Owner

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.

RESOLUTION NO. 20-77

A RESOLUTION AUTHORIZING A CONTRACT WITH B & B
SALES AND SERVICE FOR WEED MOWING AND LITTER
ABATEMENT.

WHEREAS, the City of Casper desires to contract with B & B Sales and Service for weed mowing and litter abatement, which shall commence on May 1, 2020, and terminate April 30, 2021; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

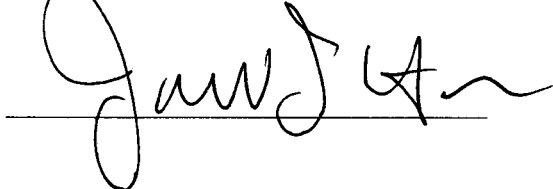
WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 B & B Sales and Service for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

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

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Fleur D. Tremel", is written over a horizontal line.


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

March 31, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
Craig Collins, Building/Code Enforcement Manager

SUBJECT: Approval of Contracts for the Abatement of Weeds and Litter

Meeting Type & Date: Regular Council Meeting – April 21, 2020

Action Type: Resolution

Recommendation: That Council, by resolution, authorize one-year contracts with AAA Landscaping, B & B Sales and Service, Brian's Go To Service and Wyoming Longhorn Landscaping Inc. for weed mowing and litter abatement within the City of Casper, commencing May 1, 2020, and continuing through April 30, 2021.

Summary: On March 1, 2020 and March 8, 2020, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website for weed mowing and litter abatement.

The City is in receipt of seven (7) bids from local contractors for the desired services. However, one bid is recommended to be rejected due to their high prices and two bids are recommended to be rejected for submission of incomplete bid packets. Therefore, staff recommends bids be awarded for weed mowing and litter abatement to the other four (4) contractors. Because the above referenced companies have other clients that they do work for, it is important that Code Enforcement have several contractors they can rely on. Job assignments will be rotated between the four contractors based on their availability. The Request for Bids, Contracts, and Resolutions are attached for your review.

Recommendation - Reject the Following Bids:

- Big West Landscaping, LLC – Based on high pricing
- D.Q.'s Commercial/Land Service Maintenance – Incomplete Bid Packet
- Two Brothers Lawn Services LLC – Incomplete Bid Packet

Recommendation - Accept the Following Bids:

- AAA Landscaping
- B & B Sales and Service
- Brian's Go To Service
- Wyoming Longhorn Landscaping Inc.

Financial Considerations: Funding for the abatement of weeds and litter is budgeted from the FY2020/2021 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed for the services provided.

Oversight/Project Responsibility: Community Development Department, Code Enforcement Division – Craig Collins, Building/Code Enforcement Manager.

Attachments: Request for Bid, Contract for Professional Services and Resolution – AAA Landscaping
Request for Bid, Contract for Professional Services and Resolution – B & B Sales and Service
Request for Bid, Contract for Professional Services and Resolution – Brian's Go To Service
Request for Bid, Contract for Professional Services and Resolution – Wyoming Longhorn Landscaping Inc.

Brian's Go To Service

Proposed Costs:

1. Individual lots of 2,500 square feet or less shall be \$0.06 per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be \$0.020 per square foot.
3. Lots greater than 5,000 square feet shall be \$0.017 per square foot.
4. Litter and trash removal shall be \$50.00 per cubic yard to remove, transport, dispose of legally.

Experience:

- A. Brian's Go To Service has experience in lawn care since 2007.
- B. Staffing includes owner and one employee and possibly up to two employees. The owner and crew have experience with all lawn equipment to perform the work.
- C. Types of Equipment: lawn mowers, trimmers, riding mowers.
- D. Present workload is manageable and future workload is being added and staffing will keep up on the projects.

I look forward to having the opportunity to work with you and will get the jobs done in a timely manner.

Brian's Go To Service
Brian Walker
436 Divine Ave.
Casper WY 82601
237-9173 or cell (970)275-5786

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 21st day of April, 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. Brian's Go To Service, 436 Divine Avenue, Casper, Wyoming 82601.

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

RECITALS

A. The City is undertaking hiring a Contractor to provide weed and grass control, and litter and trash abatement services.

B. The project requires professional services for the weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land as required by this Contract.

D. 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:

- A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful

disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this Contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, and shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.
- G. If the Contractor is unable to complete the work within five (5) days of the job assignment, the Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division. At that time, the job may be assigned to different contractor in order for the job to be completed in a timely manner.
- H. The Contractor shall take "before and after" photos of the job site and shall produce them on demand, if necessary. If said photographs cannot be produced to show the work was completed by Contractor, payment may be held by City.
- I. The Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division within 24 hours after each job is completed for verification and clearance of work performed.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2020, and terminate on April 30, 2021, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$.06 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$.02 per square foot.
- C. Lots greater than 5,000 square feet shall be \$.017 per square foot.
- D. Litter and trash removal shall be \$ 50.00 per cubic yard to remove, transport, and dispose of legally.

No charge shall be less than \$25.00.

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. All invoices must be submitted to the Community Development Department, Code Enforcement Division within thirty (30) days of job completion. Late invoices will not be accepted, and therefore, the Contractor will not be paid for services rendered if invoices are received after thirty (30) days of job completion.

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.

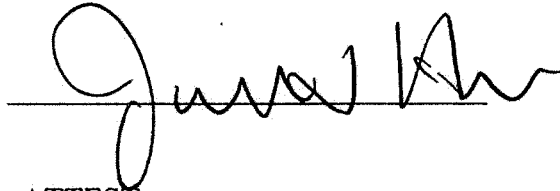
6. EXTENT OF CONTRACT:

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 D. Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
Brian's Go To Service

By: _____

By: Brian Walker

Printed Name: _____

Printed Name: Brian Walker

Title: _____

Title: Owner

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.

RESOLUTION NO. 20-78

A RESOLUTION AUTHORIZING A CONTRACT WITH BRIAN'S GO TO SERVICE FOR WEED MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with Brian's Go To Service for weed mowing and litter abatement, which shall commence on May 1, 2020, and terminate April 30, 2021; and,

WHEREAS, the fees for said services are set forth in the above referenced contract; and,

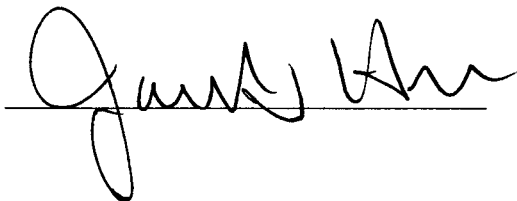
WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 Brian's Go To Service for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

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

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Fleur D. Tremel", is written over a horizontal line.


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

March 31, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
Craig Collins, Building/Code Enforcement Manager

SUBJECT: Approval of Contracts for the Abatement of Weeds and Litter

Meeting Type & Date: Regular Council Meeting – April 21, 2020

Action Type: Resolution

Recommendation: That Council, by resolution, authorize one-year contracts with AAA Landscaping, B & B Sales and Service, Brian's Go To Service and Wyoming Longhorn Landscaping Inc. for weed mowing and litter abatement within the City of Casper, commencing May 1, 2020, and continuing through April 30, 2021.

Summary: On March 1, 2020 and March 8, 2020, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website for weed mowing and litter abatement.

The City is in receipt of seven (7) bids from local contractors for the desired services. However, one bid is recommended to be rejected due to their high prices and two bids are recommended to be rejected for submission of incomplete bid packets. Therefore, staff recommends bids be awarded for weed mowing and litter abatement to the other four (4) contractors. Because the above referenced companies have other clients that they do work for, it is important that Code Enforcement have several contractors they can rely on. Job assignments will be rotated between the four contractors based on their availability. The Request for Bids, Contracts, and Resolutions are attached for your review.

Recommendation - Reject the Following Bids:

- Big West Landscaping, LLC – Based on high pricing
- D.Q.'s Commercial/Land Service Maintenance – Incomplete Bid Packet
- Two Brothers Lawn Services LLC – Incomplete Bid Packet

Recommendation - Accept the Following Bids:

- AAA Landscaping
- B & B Sales and Service
- Brian's Go To Service
- Wyoming Longhorn Landscaping Inc.

Financial Considerations: Funding for the abatement of weeds and litter is budgeted from the FY2020/2021 General Fund, Code Enforcement Lawn and Tree Abatement line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed for the services provided.

Oversight/Project Responsibility: Community Development Department, Code Enforcement Division – Craig Collins, Building/Code Enforcement Manager.

Attachments: Request for Bid, Contract for Professional Services and Resolution – AAA Landscaping
Request for Bid, Contract for Professional Services and Resolution – B & B Sales and Service
Request for Bid, Contract for Professional Services and Resolution – Brian's Go To Service
Request for Bid, Contract for Professional Services and Resolution – Wyoming Longhorn Landscaping Inc.



- Experience
 - Established in 2014
 - Maintain lawn care Rustic Ridge HOA for 3 years
 - Home Depot/ Community Health Center/ Starbucks/ city brew /churches /Blackmore Apartments are just a few site we have maintained over multiple years, as well as many residential properties in the Casper surround areas
 - Certified pesticide applications license 306 A,
 - Certified Landscape technician /certified irrigation design and install
- Background
 - Ty Werges: Owner experience 12 year in landscape industry
 - Connor Shipman: GM 5 years' experience with WyoLL Inc
 - Tony Sanders: Maintenance Manger 3 years with WyoLL Inc
 - Mike Sanchez: sales and Forman 2 years' experience with WyoLL Inc
 - Tim Wojan: lawn crew leader 2 years' experience with WyoLL Inc
 - Brock Shipman: lawn Tech 3 years' experience with WyoLL Inc.
- Equipment
 - 52 walk behind Toro mower
 - 32 wright standers
 - 48 Toro zero turn
 - 5x 21 Honda push mowers
 - Stihl backpack blowers / string & hedge trimmers
- Workload and staff
 - We hire on summertime help April to October anywhere from 5 to 6 employees depending on workload. We have availability to fill our weekly scheduling this year, and employees are always wanting to work overtime on weekends.
- References
 - Bill Stoval Rustic ridge HOA 307-262-1691
 - Matt Graham PC Maintenance 208-870-4934
 - Tyler Vanderhofe Customer 307-277-7831

B. PROPOSED COSTS:

The individual or company shall submit bids based on a cost per square foot for **weed mowing, grass cutting, removal of the same; and a cost per cubic yard for litter/trash removal.** (All weed and grass mowing shall be as per City code.). These bids/costs will be utilized over the entire term of the contract.

1. Individual lots of 2,500 square feet or less shall be
\$ 0.026 per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be
\$ 0.025 per square foot.
3. Lots greater than 5,000 square feet shall be
\$ 0.024 per square foot.
4. Litter and trash removal shall be
\$ 55.00 per cubic yard to remove,
transport, and dispose of legally.

***No charge will be less than \$25.00 for small jobs/projects.**

Allowances for height of weeds or grass, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost or the cubic yard cost. The Request for Bids must contain all items outlined and must be submitted in the manner described under **RESPONSES** below. **Bids that are submitted in any other manner may be cause to disqualify the submittal or bid.**

C. PERMIT AND DUMP FEE:

The Contractor shall be responsible for obtaining the required permits from the City and paying the required fee. Debris deposited at the City Landfill shall be subject to the required City fee and paid by the Contractor.

II. PROGRAM SCHEDULE

The Contractor shall be available to start the program on **MAY 1, 2020**, and continue on the program up to and through **APRIL 30, 2021**.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 21st day of April, 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. Wyoming Longhorn Landscaping Inc., 301 Thelma Drive, #185, Casper, Wyoming, 82609.

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

RECITALS

A. The City is undertaking hiring a Contractor to provide weed and grass control, and litter and trash abatement services.

B. The project requires professional services for the weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City on lots, streets, alleys, or other land as required by this Contract.

D. 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:

- A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful

disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill this Contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state, or local permits, and shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.
- G. If the Contractor is unable to complete the work within five (5) days of the job assignment, the Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division. At that time, the job may be assigned to different contractor in order for the job to be completed in a timely manner.
- H. The Contractor shall take "before and after" photos of the job site and shall produce them on demand, if necessary. If said photographs cannot be produced to show the work was completed by Contractor, payment may be held by City.
- I. The Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division within 24 hours after each job is completed for verification and clearance of work performed.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on May 1, 2020, and terminate on April 30, 2021, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated in accordance with those charges set forth below, not to exceed the following:

- A. Individual platted lots or areas of 2,500 square feet or less shall be \$.026 per square foot.
- B. Lots between 2,501 square feet and 5,000 square feet shall be \$.025 per square foot.
- C. Lots greater than 5,000 square feet shall be \$.024 per square foot.
- D. Litter and trash removal shall be \$ 55.00 per cubic yard to remove, transport, and dispose of legally.

No charge shall be less than \$25.00.

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. All invoices must be submitted to the Community Development Department, Code Enforcement Division within thirty (30) days of job completion. Late invoices will not be accepted, and therefore, the Contractor will not be paid for services rendered if invoices are received after thirty (30) days of job completion.

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.

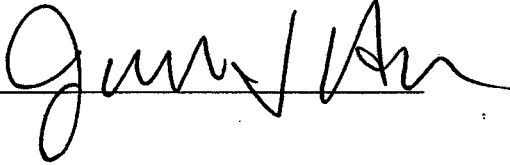
6. EXTENT OF CONTRACT:

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 D. Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONTRACTOR
Wyoming Longhorn Landscaping Inc.

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: Ty Werges

Title: Owner

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.

RESOLUTION NO. 20-79

A RESOLUTION AUTHORIZING A CONTRACT WITH
WYOMING LONGHORN LANDSCAPING INC., FOR WEED
MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with Wyoming Longhorn Landscaping Inc., for weed mowing and litter abatement, which shall commence on May 1, 2020, and terminate April 30, 2021; and,

WHEREAS, the fees for said services are set forth in the above referenced contract;
and,

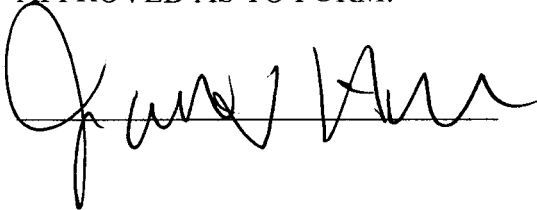
WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 Wyoming Longhorn Landscaping Inc., for weed mowing and litter abatement, in amounts not to exceed those set forth in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract.

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

April 8, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of a Resolution approving a Vacation and Replat Creating Irwin Addition to the City of Casper, and the Associated Subdivision Agreement.

Meeting Type & Date:

Regular Council Meeting, April 21, 2020.

Action Type:

Resolution.

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the vacation and replat of Lots 1, 2, 18, 19 and a portion of Lots 20, 21 and 22, Sunrise Hills No. 3 Addition, as the Irwin Addition, and the associated Subdivision Agreement.

Summary:

High Plains Investments, LLC has applied for a replat of multiple lots in the Sunrise Hills No. 3 Addition, totaling 4.63-acres, located at the southeast corner of the intersection of South Poplar and Wyoming Boulevard. The replat is creating two (2) newly-configured lots, to be known as the Irwin Addition. The property is zoned C-2 (General Business), and there are no minimum lot size requirements in the C-2 district. Both proposed lots are corner lots, and the adjacent streets are fully constructed to City specifications.

The replat is vacating an undeveloped portion of Goodstein Drive, as well as realigning previously-established utility easements. The Planning and Zoning Commission required, as a condition of approval, that the applicant provide necessary sign-offs from all utility companies agreeing to release their easements, prior to the replat being placed on a Council agenda. Staff has received the necessary sign-offs.

The Planning and Zoning Commission voted to unanimously support the vacation and replat after a public hearing on May 16, 2019. The delay between the approval of the replat/subdivision by the Planning and Zoning Commission, and consideration of the replat/subdivision by Council was due to the delay in the submittal of the easement releases by the applicant. No public comments were received.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Craig Collins, AICP, City Planner, is tasked with processing plat proposals.

Attachments:

Resolution

Aerial Map

Zoning Map

Plat

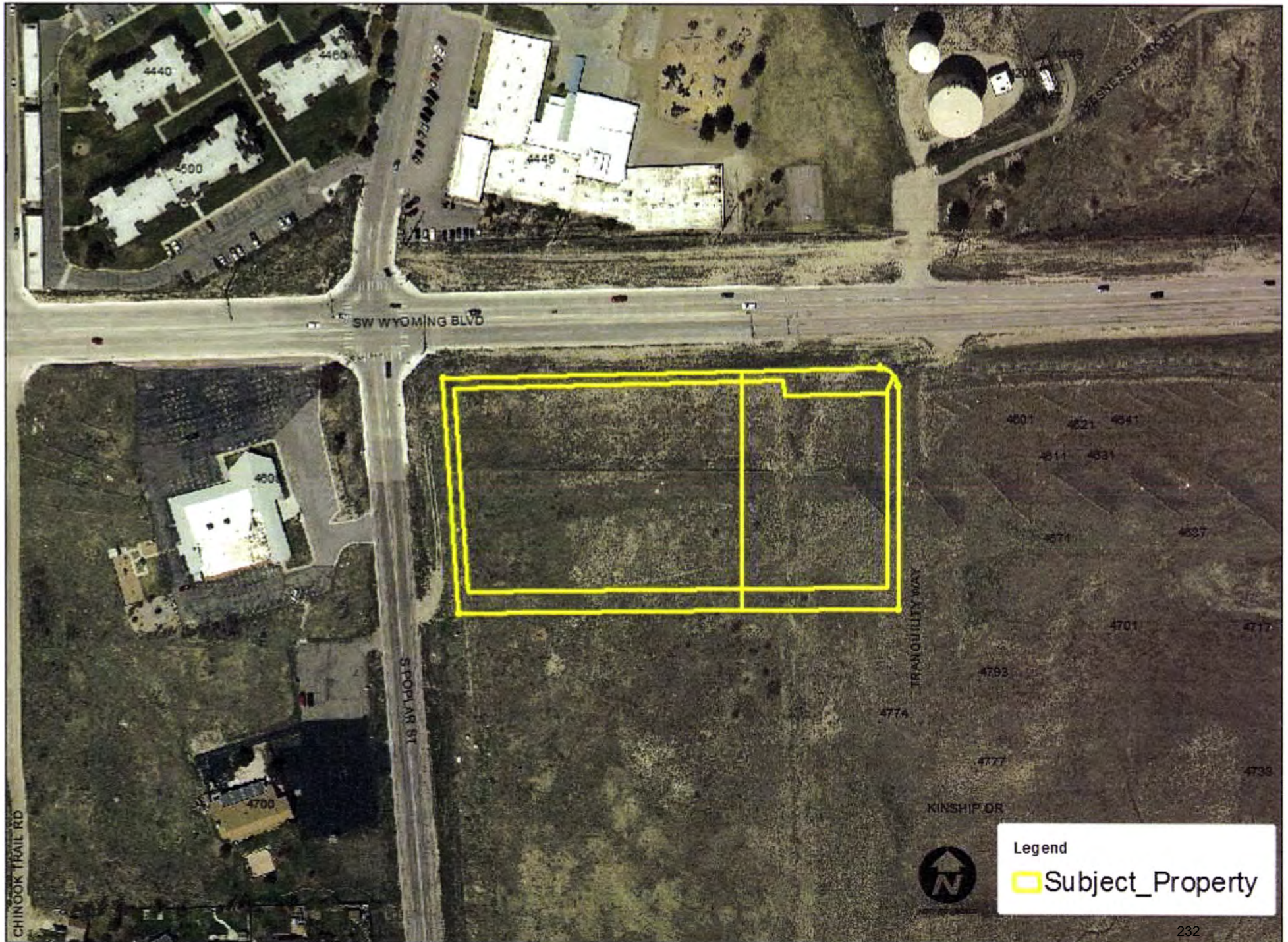
Subdivision Agreement

Legend

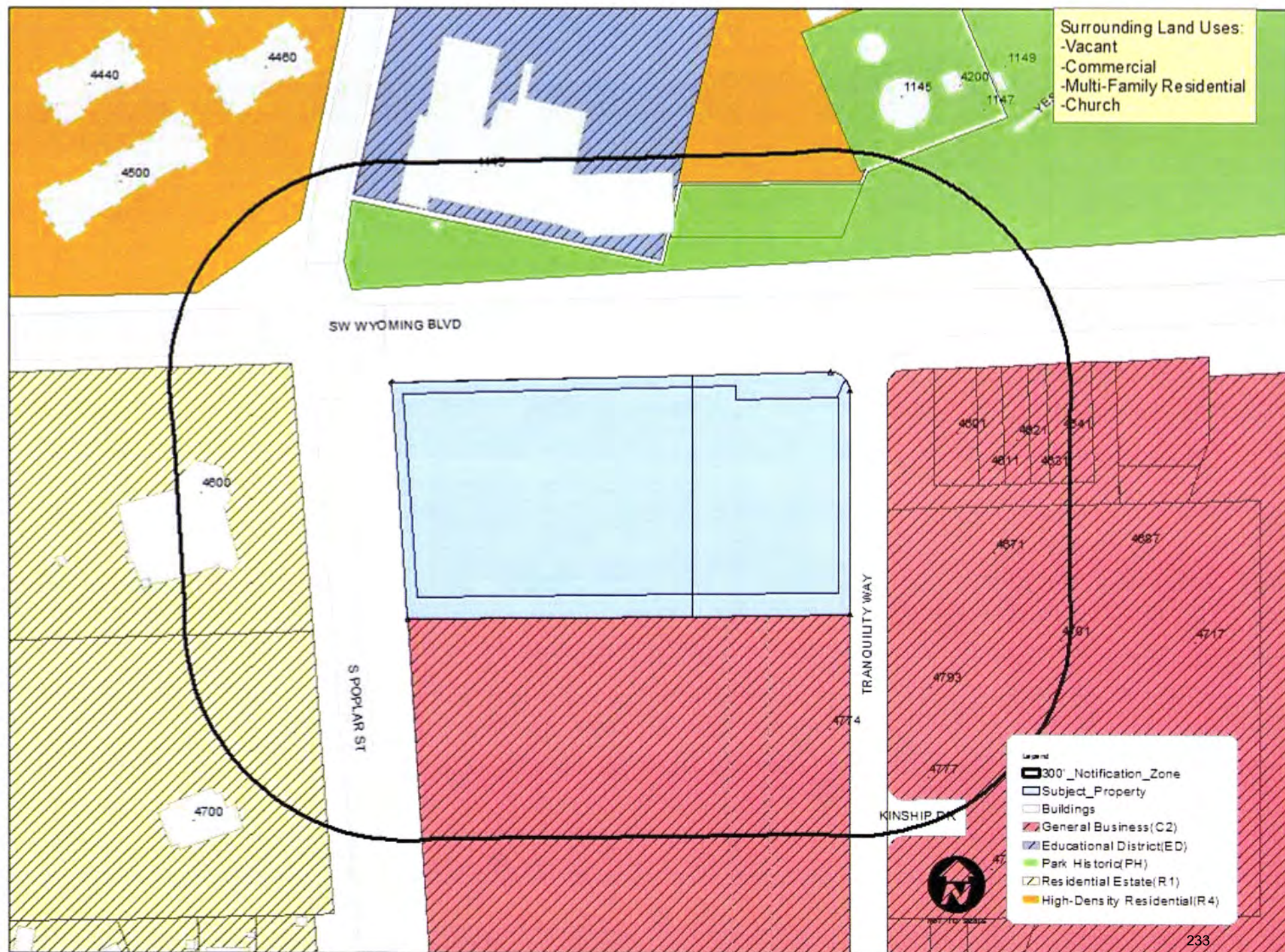
Subject_Property

231

Proposed Irwin Addition



Proposed Irwin Addition



M:\Land 2019\Surveying\19-144 HARMONY HILLS #4 REPLAT\Survey Plots\IRWIN ADDITION.dwg, B11

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:198,513.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°40'19.21258", AND THE COMBINED FACTOR IS 0.9997588.
4. ALL DISTANCES ARE GROUND.
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA }SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN APRIL, 2019, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86, CITY OF CASPER GIS SYSTEM. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER
THIS _____ DAY OF _____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com

WYOMING BOULEVARD
(ROW VARIES)

N88°32'50"E 600.49' (R)
N88°32'50"E 600.56' (M)

N88°32'50"E 411.13'

15' WIDE UTILITY EASEMENT

LOT 1
3.00 ACRES

LOT 2
1.63 ACRES

30' WIDE ACCESS & UTILITY EASEMENT

S89°18'36"W 389.67'

S89°18'36"W 604.69' (M)
S89°18'36"W 604.68' (R)

LOT 1, BLOCK 1
HARMONY HILLS NO. 2
PHASE 1

S89°18'36"W 215.02'

FOUND ALUM.CAP
SET BRASS CAP

POINT OF
BEGINNING
N=1169421.47'
E=1577708.59'
EL=5460
FOUND ALUM.CAP
SET BRASS CAP

FOUND ALUM.CAP
SET BRASS CAP

N88°32'50"E 189.43'

N88°32'50"E 141.28'

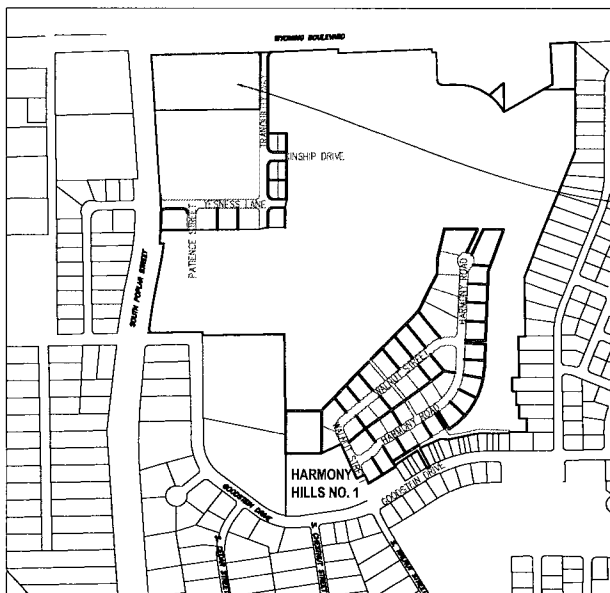
(M) R=25.00'
L=39.90'
CH B=545'43'36"E
CH L=35.80'

FOUND ALUM.CAP
SET BRASS CAP

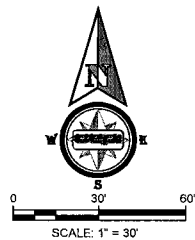
N=1169735.24'
E=1578314.23'

TRANQUILITY WAY
(80' ROW)

15' WIDE UTILITY EASEMENT
S00°00'00"E 306.48' (M & R)



VICINITY MAP
1"=500'



LEGEND

- ▲ SET BRASS CAP
- SET MONUMENT 5/8" REBAR & ALUMINUM CAP
- ⊙ FOUND MONUMENT AS NOTED

CERTIFICATE OF DEDICATION

STATE OF WYOMING }
COUNTY OF NATRONA }SS

THE UNDERSIGNED, HIGH PLAINS INVESTMENTS, LLC, DOES HEREBY CERTIFY THAT THEY ARE THE OWNER AND PROPRIETOR OF A PARCEL OF LAND SITUATE IN THE NW¼ OF SECTION 29, T.33N., R.79W., 6TH P.M. BEING A VACATION AND REPLAT OF LOTS 1, 2, 18, 19 AND A PORTION OF LOTS 20, 21 AND 22, SUNRISE HILLS NO. 3 ADDITION, TO THE CITY OF CASPER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18, SUNRISE HILLS NO. 3 ADDITION, ALSO BEING THE NORTHWEST CORNER OF LOT 1, BLOCK 1, HARMONY HILLS NO. 2, PHASE 1, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING, LOCATED ON THE EAST LINE OF SOUTH POPLAR STREET;

THENCE N03°46'38"W, ALONG THE WEST LINE OF SAID LOTS 18 AND 19, SUNRISE HILLS NO. 3 ADDITION AND THE EAST LINE OF SOUTH POPLAR STREET, A DISTANCE OF 324.24 FEET TO THE NORTHWEST CORNER OF THE PARCEL ALSO BEING THE NORTHWEST CORNER OF SAID LOT 19, MONUMENTED BY A BRASS CAP;

THENCE N88°32'50"E, ALONG THE NORTH LINE OF SAID LOTS 19, 1 AND 20, AND THE SOUTH LINE OF WYOMING BOULEVARD, A DISTANCE OF 600.56 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°27'10", A DISTANCE OF 39.90 FEET, HAVING A CHORD BEARING OF S45°43'35"E, A DISTANCE OF 35.80 FEET TO THE END OF CURVE, LOCATED ON THE WEST LINE OF TRANQUILITY WAY, MONUMENTED BY A BRASS CAP;

THENCE S00°00'00"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF TRANQUILITY WAY, A DISTANCE OF 306.48 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1, HARMONY HILLS ADDITION NO. 2, PHASE 1, MONUMENTED BY A BRASS CAP;

THENCE S89°13'36"W, ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF SAID LOT 1, BLOCK 1, HARMONY HILLS ADDITION NO. 2, PHASE 1, A DISTANCE OF 604.69 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 4.63 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS, AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR. THE NAME OF THE SUBDIVISION SHALL BE "IRWIN ADDITION" AND THE OWNER HEREBY GRANTS 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 AND ALONG THE STRIPS OF LAND MARKED "15' WIDE UTILITY EASEMENT" AND "30' WIDE ACCESS & UTILITY EASEMENT", AS SHOWN ON THIS PLAT. THE STRIP OF LAND MARKED "30' WIDE ACCESS & UTILITY EASEMENT" IS ALSO DEDICATED TO THE USE OF THE PUBLIC AS A PUBLIC ACCESS TO ALL FACILITIES WITHIN THIS SUBDIVISION AND LOT 1, BLOCK 1, HARMONY HILLS ADDITION NO. 2, PHASE 1. ALL ROADS AS SHOWN ON THIS PLAT HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC. BY VIRTUE OF THIS VACATION AND REPLAT, THE UTILITY EASEMENTS AND THE PORTION OF GOODSTEIN DRIVE LOCATED WITHIN THIS PROPERTY AND AS SHOWN ON THE PLAT OF SUNRISE HILLS NO. 3, IS HEREBY VACATED.

HIGH PLAINS INVESTMENTS, LLC
421 SOUTH CENTER STREET
CASPER, WYOMING 82601

LISA BURRIDGE - MEMBER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY LISA BURRIDGE, MEMBER OF HIGH PLAINS INVESTMENTS, LLC, THIS _____ DAY OF _____, 2019.

WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
THIS _____ DAY OF _____, 2019.

ATTEST: _____ SECRETARY _____ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. _____, DULY PASSED,
ADOPTED AND APPROVED THIS _____ DAY OF _____, 2019.

ATTEST: _____ CITY CLERK _____ MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2019.

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2019.

VACATION AND REPLAT OF LOTS 1, 2, 18, 19
AND A PORTION OF LOTS 20, 21 AND 22,
SUNRISE HILLS NO. 3 ADDITION

AS
IRWIN ADDITION

AN ADDITION TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE NW¼
OF SECTION 29 T.33N., R.79W., 6TH P.M.
NATRONA COUNTY WYOMING
APRIL, 2019

**IRWIN ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 21st day of April, 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. 2R Investments, LLC, PO Box 2908, Casper, Wyoming 82602 ("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 applied to vacate and replat Lots 1, 2, 18, 19 and a portion of Lots 20, 21 and 22, Sunrise Hills No. 3 Addition, as the Irwin Addition, comprising 4.63-acres, more or less, generally located at the southeast corner of South Poplar Street and SE Wyoming Boulevard intersection.
- C. A plat of Irwin Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

Upon written demand of the Council or the City Manager, the Owner, its heirs, successors, grantees or assigns, at their sole cost and expense, shall do, or cause to be done, the following:

2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 2 and one-half (2½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and

striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.

- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

All new utilities shall be located underground. All street lights shall be installed in compliance with Code street-lighting standards at the Owner's sole expense. Streetlight pole materials shall be as approved in writing by the Public Services Director.

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained

from the Public Services Director prior to any earthwork taking place in the Addition.

- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

Any retaining walls constructed within the subdivision by the Owner shall be designed and certified by a Wyoming registered professional engineer. The design(s) shall be submitted to the Public Services Director and Community Development Director for written approval before a building permit will be issued. Said walls shall be constructed within the boundaries of each lot and not on the property lines. Maintenance of said walls shall be the responsibility of each individual lot owner. Provided, however, retaining walls and fences shall not be constructed on any drainage easements, or on any other ways depicted on any other recorded instrument without the approval of the Public Services Director.

2.8 Water and Sewer:

All water and sewer improvements shall be constructed in full compliance with the Code as it exists at the time of construction, including, but not limited to the following requirements:

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.
- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to City.

2.10 Street and Traffic Signs and Controls:

Owner shall pay for the cost and installation of all necessary on and off-site street and traffic control signage, signs signifying the street names, street striping, crosswalk striping, and traffic calming devices, as determined by the Public Services Director in his sole discretion.

2.11 Security Requirements:

In addition to and separate from the security required for erosion control, Owner shall comply with all Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to the financial surety and security for the project, landscaping and warranty period.

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

All required on-site and off-site improvements shall be completed and approved by the Public Services Director prior to the issuance of the first certificate of occupancy unless otherwise designated in this Agreement.

2.14 Other Costs in Separate Agreements:

If any recapture costs, costs for a drainage basin or sub-basin wide stormwater management program are applicable to this Subdivision, those costs shall be allocated in a separate exhibit attached to this Agreement. Failure of any such exhibit to be attached to this Agreement shall not relieve the Owner of its obligation to pay its proportionate share of those costs.

2.15 Stormwater, Flooding and Letters of Map Revisions:

- a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.
- b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.
- c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
- b. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the public improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the

City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this Agreement in a court of law.

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

2R Investments, LLC
PO Box 2908
Casper, Wyoming 82602

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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS:

By: Linda McMurry
Printed Name: Linda McMurry
Title: Witness

OWNER
2R Investments, LLC

By: Ron Jy
Printed Name: Ron McMurry
Title: Manager

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)

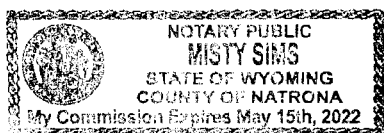
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 1st day of April, 2020, by Boo Mumery as the manager of 2R Investments, LLC.

(Seal, if any)



Misty Sims
(Signature of Notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 5-15-22]

RESOLUTION NO. 20-80

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 1, 2, 18, 19 AND A PORTION OF LOTS 20, 21 AND 22, SUNRISE HILLS NO. 3 ADDITION, AS THE IRWIN ADDITION, AND THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to vacate and replat Lots 1, 2, 18, 19 and a portion of Lots 20, 21 and 22, Sunrise Hills No. 3 Addition, as the Irwin Addition, comprising 4.63-acres, more or less, generally located at the southeast corner of South Poplar Street and SE Wyoming Boulevard intersection; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed, after a public hearing, a motion recommending that the City Council approve said vacation and replat; and,

WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat should be approved.

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, this resolution approving the vacation and replat as described above.

BE IT FURTHER 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 subdivision agreement between the City and High Plains Investments, LLC.

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

April 9, 2020

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing an Agreement with Installation & Service Company, Inc., in the Amount of \$837,437.00, for the 2020 East 21st Street Reconstruction, Project No. 18-051.

Meeting Type & Date
Regular Council Meeting
April 21, 2020

Action type
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Installation & Service Company, Inc., for construction of the 2020 East 21st Street Reconstruction, Project No. 18-051, for the base bid amount of \$837,437.00. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$37,563.00, for a total project amount of \$875,000.00.

Summary

On April 8, 2020, bids were received from five (5) contractors for construction of the 2020 East 21st Street Reconstruction Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Installation & Service Company	Mills, Wyoming	\$837,437.00
Treto Construction	Casper, Wyoming	\$849,200.00
Ramshorn Construction	Casper, Wyoming	\$849,225.00
JTL Group/Knife River	Casper, Wyoming	\$874,541.00
71 Construction	Casper, Wyoming	\$886,085.00

The Engineering Office estimate for the project was \$845,500.00.

The City of Casper Public Services Department makes ongoing evaluations and considerations for utility replacements and street reconstruction each year. East 21st Street from Missouri Avenue to Kingsbury was designated as one of the City's highest priorities for street reconstruction due to inadequate storm drainage capacity for the Sage Creek crossing, and high groundwater conditions that have degraded the street section.

Plans for the project include new box culverts and storm pipes for the Sage Creek crossing; full depth reconstruction for the worst street segment (west end); milling and overlay for the

remaining street portion (east end); perforated drain pipe to remove high groundwater; and addition of ADA accessible concrete ramps. Construction of the improvements is to be substantially complete by November 14, 2020.

Financial Considerations

Funding for the project will be from Optional One Percent #16 Funds for Streets.

Oversight/Project Responsibility

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

Attachments

Resolution

Agreement

Bid Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Installation & Service Company, Inc., PO Box 2938, Mills, WY, 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to reconstruct a portion of East 21st Street; and,

WHEREAS, Installation & Service Company, Inc., is able and willing to provide those services specified as the City of Casper, 2020 East 21st Street Reconstruction, Project No. 18-051.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, 2020 East 21st Street Reconstruction, Project No. 18-051.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by November 14, 2020, and completed and ready for final payment in accordance with Article 14 of the General Conditions by December 5, 2020.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1

Installation & Service Company, Inc.
2020 East 21st Street Reconstruction, Proj. No. 18-051

SFA-1

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

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Eight Hundred Thirty-Seven Thousand Four Hundred Thirty-Seven and 00/100 Dollars (\$837,437.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work

completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

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

5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.

7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

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

Installation & Service Company, Inc.

2020 East 21st Street Reconstruction, Proj. No. 18-051

- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Certificate of Substantial Completion.
- 8.17 Drawings: 2020 East 21st Street Reconstruction – Sheets 1 – 11

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

(this space intentionally left blank)

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

APPROVED AS TO FORM:

(2020 East 21st Street Reconstruction, Project 18-051)

Walker Trust

DATED this 21st day of April, 2020.

ATTEST:

CONTRACTOR:

Installation & Service Company, Inc.

PO Box 2938

Mills, WY 82644

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

Fleur Tremel

Title: City Clerk

By: _____

Steven K. Freel

Title: Mayor

Installation & Service Company, Inc.

2020 East 21st Street Reconstruction, Proj. No. 18-051

SFA-6

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Casper
 2020 East 21st Street Reconstruction
 Project No. 18-051

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 **November 14, 2020**, and completed and ready for final payment not later than **December 5, 2020**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 17-7-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>Mar 30, 2020</u>
Addendum No. <u>2</u>	Dated <u>Apr 6, 2020</u>
Addendum No. <u>3</u>	Dated <u>Apr 7, 2020</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;

- 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: \$ 837,437.⁰⁰
TOTAL BASE BID, IN WORDS: Eight hundred thirty seven thousand four hundred thirty seven and 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. Copy of Certificate of Residency, if bidding as a resident.
9. Communications concerning this Bid shall be addressed to:
- Address of Bidder: Installation & Service Co, Inc
P.O. Box 2938
Meriden, CT 06450
10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on April 8, 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: Installation & Service Co, Inc (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Danny Spurgin (seal)
President
(Title)

(Seal)

Attest: Judy L. Spurgin

Business Address: P.O. Box 2938
Medan, WY 82644

Phone Number: 307-473-9000

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE
2020 EAST 21ST STREET RECONSTRUCTION
 Project No. 18-051

Bid Date: April 8, 2020

COMPANY NAME: Installation & Service Co, Inc

ADDRESS: P.O. Box 2938
Meek, WY 82644

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

LS = Lump Sum R&R = Remove and Replace
 SY = Square Yard FA = Force Account

LF = Linear Feet F&I = Furnish and Install
 CY = Cubic Yard EA = Each

BASE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	45,600. ⁰⁰	45,600. ⁰⁰
2	F&I Temporary Traffic Control	LS	1	5,000. ⁰⁰	5,000. ⁰⁰
3	F&I Project Signs	EA	4	675. ⁰⁰	2,700. ⁰⁰
4	Remove Asphalt Surfacing by Cold Milling (1.5"-2.0" Deep)	SY	7,300	2.10	15,330. ⁰⁰
5	Remove Asphalt Surfacing by Cold Milling (4.0"-5.0" Deep)	SY	3,800	3.50	13,300. ⁰⁰
6	Remove Crushed Base (12" Deep)	SY	3,800	9.50	36,100. ⁰⁰
7	R&R Asphalt Pavement Patch Section (4" Asphalt/12" Base)	SY	800	78. ⁰⁰	62,400. ⁰⁰
8	Remove & Dispose of Existing Silt Fence	LF	600	5.13	3,078. ⁰⁰
9	Remove Sediment to Clean Existing 30" RCP Storm Sewer Pipe	LF	50	36.00	1,800. ⁰⁰
10	Remove Sediment to Clean Existing 48" RCP Storm Sewer Pipe	LF	145	36.00	5,220. ⁰⁰
11	Site Grading - Storm Channel Alignment	CY	50	100. ⁰⁰	5,000. ⁰⁰
12	F&I Separation/Stabilization Fabric (RS580I)	SY	4,000	7.10	28,400. ⁰⁰
13	F&I 12" Grading "W" Crushed Base	SY	3,800	9. ⁰⁰	34,200. ⁰⁰
14	F&I 3" Asphalt Pavement (Subsurface Course)	TON	700	82.50	57,750. ⁰⁰
15	F&I 2" Asphalt Pavement Overlay (Surface Course)	TON	1,400	91. ⁰⁰	127,400. ⁰⁰
16	Materials Testing for Street Construction Materials	LS	1	4,000. ⁰⁰	4,000. ⁰⁰
17	Fencing Work (Remove, Reset & Temporary Fencing)	LS	1	900. ⁰⁰	900. ⁰⁰
18	F&I 3'x8' Concrete Box Culvert	LF	160	750. ⁰⁰	120,000. ⁰⁰
19	F&I Cast-in-Place Concrete Headwall/Wingwall Structures	LS	1	14,399. ⁰⁰	14,399. ⁰⁰
20	F&I Rip-Rap Rock, d-50 = 6 Inches (6")	CY	10	90. ⁰⁰	900. ⁰⁰
21	F&I 4" PVC Perforated Edge Drain System	LF	3,550	21. ⁰⁰	74,550. ⁰⁰
22	F&I 4" PVC Clean-Outs for Edge Drain System	EA	23	150. ⁰⁰	3,450. ⁰⁰
23	F&I 15" PVC Storm Sewer Pipe	LF	100	90. ⁰⁰	9,000. ⁰⁰
24	F&I 18" PVC Storm Sewer Pipe	LF	110	93. ⁰⁰	10,230. ⁰⁰
25	F&I 24" PVC Storm Sewer Pipe	LF	170	95. ⁰⁰	16,150. ⁰⁰
26	F&I Storm Sewer Catch Basin (Single Box)	EA	6	3,900. ⁰⁰	23,400. ⁰⁰
27	F&I Storm Sewer Catch Basin (Double Box)	EA	2	5,800. ⁰⁰	11,600. ⁰⁰
28	F&I Storm Sewer Manhole (48" Diameter)	EA	1	3,300. ⁰⁰	3,300. ⁰⁰
29	Adjust Manhole Top & Install 5'x5' Concrete Diamond (OFF-SITE)	EA	3	2,200. ⁰⁰	6,600. ⁰⁰
30	Adjust Manhole Top & Install 5'x5' Concrete Diamond	EA	2	1,300. ⁰⁰	2,600. ⁰⁰
31	Adjust Valve Box Top & Install 33"x33" Concrete Diamond	EA	17	365. ⁰⁰	6,205. ⁰⁰
32	F&I 2'x8' White X-Walk Bar Marking	EA	33	315. ⁰⁰	10,395. ⁰⁰
33	Relocate Existing Stop Sign or Street Sign	EA	2	150. ⁰⁰	300. ⁰⁰
34	R&R Concrete Curb & Gutter (30" Wide)	LF	250	43. ⁰⁰	10,750. ⁰⁰
35	R&R Concrete Curbs/Sidewalks/Ramps (Widths Vary)	SF	2,200	14.72	32,384. ⁰⁰
36	R&R Concrete Driveway/Approach/Fillet (6" Conc/4" Base)	SF	700	16.72	11,704. ⁰⁰
37	F&I 2'x4' Truncated Dome Mat Embedded in Concrete Ramp	EA	8	160. ⁰⁰	1,280. ⁰⁰
38	Remove & Dispose of Trees	LS	0	0.00	0.00
39	Erosion & Sediment Control Permitting (SWPPP)	LS	1	1,300. ⁰⁰	1,300. ⁰⁰
40	Erosion & Sediment Control Implementation (Inspect/Record/Maintain)	LS	1	3,600. ⁰⁰	3,600. ⁰⁰
41	F&I Native Seed Mix	AC	1	3,900. ⁰⁰	3,900. ⁰⁰
42	Adjust Clean-Out Box Top & Install 33"x33" Concrete Half-Diamond	EA	17	325. ⁰⁰	5,525. ⁰⁰
TOTAL BASE BID					837,437.⁰⁰

RESOLUTION NO. 20-81

A RESOLUTION AUTHORIZING AN AGREEMENT WITH
INSTALLATION & SERVICE COMPANY, INC., FOR THE 2020
EAST 21ST STREET RECONSTRUCTION, PROJECT NO.18-051.

WHEREAS, the City of Casper desires to reconstruct a portion of East 21st Street
between Missouri Avenue and Kingsbury Drive; and,

WHEREAS, Installation & Service Company, Inc., is able and willing to provide
those services specified as the 2020 East 21st Street Reconstruction, Project 18-051; and,

WHEREAS, it would be in the best interest of the City to expedite changes by
allowing the City Manager to sign change orders affecting time extensions of no more than thirty
(30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00), and other
project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and
the City Clerk to attest, an agreement with Installation & Service Company, Inc., for those services,
in the amount of Eight Hundred Thirty-Seven Thousand Four Hundred Thirty-Seven and 00/100
Dollars (\$837,437.00).

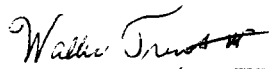
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make
verified partial payments throughout the project, retaining those amounts prescribed by the
agreement, equal to a total amount not to exceed Eight Hundred Thirty-Seven Thousand Four
Hundred Thirty-Seven and 00/100 Dollars (\$837,437.00), and Thirty-Seven Thousand Five Hundred
Sixty-Three and 00/100 Dollars (\$37,563.00) for a construction contingency account, for a total price
of Eight Hundred Seventy-Five Thousand and 00/100 Dollars (\$875,000.00).

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 Dollars
(\$5,000.00), 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:

(2020 East 21st Street Reconstruction, Project No. 18-051)




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

April 8, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Transmission Distribution Service, LLC, dba TDS Construction, in the Amount of \$146,517.28, for the CEC Walk-In Cooler and Freezer Replacements, Project No. 19-072.

Meeting Type & Date
Regular Council Meeting
April 21, 2020

Action type
Resolution

Recommendation

That Council, by resolution, authorize an agreement with Transmission Distribution Service, LLC, dba TDS Construction (TDS), for the CEC Walk-In Cooler and Freezer Replacements, Project No. 19-072, in the amount of \$183,114.81, with a deduct change order in the amount of \$36,597.53, for a revised contract amount of \$146,517.28. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$14,000.00, for a total project amount of \$160,517.28.

Summary

On Tuesday, April 7, 2020, one (1) bid was received for the CEC Walk-In Cooler and Freezer Replacements, Project No. 19-072. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
TDS	Glenrock, Wyoming	\$183,114.81

The CEC Walk-In Cooler and Freezer Replacements Project includes the removal and replacement of six (6) existing walk-in coolers and freezers at the Casper Events Center. The estimate prepared by the City Engineering Division was \$162,000.00. The bid from TDS in the amount of \$183,114.81, along with the deduct change order of \$36,597.53, results in a contract price of \$146,517.28. As a result of the bid, the project was scaled back to fall within the budget. City staff recommends removing two (2) of the six (6) walk-in coolers and freezers to bring the project within budget. Additionally, adding a construction contingency of \$14,000.00 brings the total contract price to \$160,517.28. Work is scheduled to be completed by July 31, 2020.

As required by Wyoming State Statute 16-6-102, in-state bidders receive a five percent (5%) bid preference. As one bid was received, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding will be from the Capital Reserves Fund allocated to the Casper Events Center Walk-In Cooler and Freezer Replacement.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services

Attachments

Resolution

Agreement

Change Order No. 1

Exhibit "A" – Cost Reduction Worksheet

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Transmission Distribution Service, LLC, dba TDS Construction, PO Box 716, Glenrock, Wyoming 82637, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the existing walk-in coolers and freezers at the Casper Events Center; and,

WHEREAS, Transmission Distribution Service, LLC, dba TDS Construction, is able and willing to provide those services specified as the Casper Events Center Walk-In Coolers and Freezer Replacements, Project No. 19-072.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Casper Events Center Walk-In Coolers and Freezer Replacements, Project No. 19-072., hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **July 31, 2020**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **August 7, 2020**.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) 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 Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of One Hundred Forty-Six Thousand Five Hundred Seventeen and 28/100 Dollars (\$146,517.28), 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, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety (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 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 (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1, 2).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Division 01 - General Requirements, consisting of seven (7) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

(This space intentionally left blank)

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 21st day of April, 2020.

APPROVED AS TO FORM:

Wallie Tremel

CONTRACTOR:

WITNESS:

Transmission Distribution Service, LLC, dba
TDS Construction

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur Tremel
Title: City Clerk

Steven K. Freel
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
 CEC Walk-In Cooler and Freezer Replacements
 Project No. 19-072

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 **July 31, 2020** and completed and ready for final payment not later than **August 7, 2020** 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>03/19/2020</u>
Addendum No. <u>2</u>	Dated <u>03/26/2020</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;
 - 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: \$ 183,114.81

TOTAL BASE BID, IN WORDS: One Hundred Eighty Three Thousand One Hundred Fourteen and Eighty One 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. Exhibit "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: Transmission Distribution Service, LLC
dba TDS Construction
PO Box 716, 109 N. 4th St.
Glenrock, WY 82637

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

Submitted on April 7,, 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: Transmission Distribution Service, LLC dba TDS Construction (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming

(State of Incorporation or Organization)

By:  (seal)

(Title) CEO

(Seal)

Attest: 

Business Address: PO Box 716
109 N. 4th St
Glenrock, WY 82637

Phone Number: 307-436-9605

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.)

EXHIBIT "B"
BID SCHEDULE

CEC Walk-In Cooler and Freezer Replacements
PROJECT NO. 19-072
Bid Date: March 31, 2020

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

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

Bid Schedule

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Vending Walk-In Cooler	EA	1	\$18,271.45	\$18,271.45
2	Concession #1 Walk-In Cooler	EA	1	\$18,326.08	\$18,326.08
3	Concession #2 Walk-In Cooler	EA	1	\$18,326.08	\$18,326.08
4	Concession #3 Walk-In Cooler	EA	1	\$17,004.15	\$17,004.15
5	Concession #4 Walk-In Cooler	EA	1	\$17,400.15	\$17,004.15
6	Three Compartment Walk-In Cooler and Freezer Combination	EA	1	\$94,182.90	\$94,182.90
TOTAL BID – BASE PROJECT					\$183,114.81

• **BID IN WORDS:**

One Hundred Eighty Three Thousand One Hundred Fourteen and Eighty One Cents

This bid submitted by: Transmission Distribution Service, LLC
dba TDS Construction
(Individual, partnership, corporation, or joint venture name)

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**CEC WALK-IN COOLER AND FREEZER REPLACEMENT
PROJECT NO. 19-072**

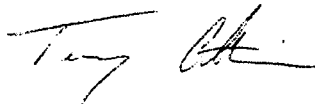
by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: March 19, 2020

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenor, Engineering Tech II

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

**Transmission Distribution Service, LLC
dba TDS Construction**

Firm

By: Signature

CEO

Title

04/06/2020

Date Received

ADDENDUM NO. 2

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**CEC WALK-IN COOLER AND FREEZER REPLACEMENT
PROJECT NO. 19-072**

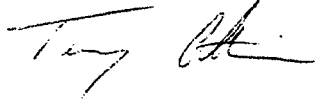
by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: March 26, 2020

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenor, Engineering Tech II

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

**Transmission Distribution Service, LLC
dba TDS Construction**

Firm

By: Signature

CEO

Title

04/06/2020

Date Received

CHANGE ORDER

NO. One (1)

PROJECT: CEC Walk-In Cooler and Freezer Replacements
Project No. 19-072

DATE OF ISSUANCE: April 8, 2020

OWNER: City of Casper, Wyoming

CONTRACTOR: Transmission Distribution Service, LLC, dba TDS Construction

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

Description: The low bid submitted by Transmission Distribution Service, LLC, dba TDS Construction (TDS) exceeded the budgeted amount that was allocated for the CEC Walk-In Cooler and Freezer Replacements Project. The City of Casper and the Contractor negotiated a lower price based on reducing the scope of work.

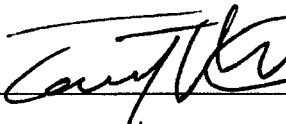
Attachments: Memo dated April 8, 2020 to J. Carter Napier, City Manager from Andrew Beamer, P.E., Public Services Director, Terry Cottenoir, Engineering Technician; Exhibit "A" – Cost Reduction Worksheet.

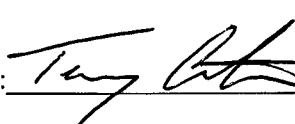
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>183,114.81</u>	Original Contract Time: (days or date) <u>Substantial completion: July 31, 2020</u> <u>Final completion: August 7, 2020</u>
Previous Change Orders No. <u>---</u> to <u>---</u> \$ <u>0.00</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>183,114.81</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: July 31, 2020</u> <u>Final completion: August 7, 2020</u>
Net Increase /Decrease of this Change Order: \$ <u>36,597.53</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$ <u>146,517.28</u>	Contract Time with all approved Change Orders: (date) <u>Substantial completion: July 31, 2020</u> <u>Final completion: August 7, 2020</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 
Tim Hart
Contractor – TDS Construction

BY: 
Terry Cottenoir
Engineer – City of Casper

BY: _____
Steven K. Freel
Mayor – City of Casper

EXHIBIT "A"
COST REDUCTION WORK SHEET
CEC Walk-In Cooler and Freezer Replacements, PROJECT NO. 19-072

ITEM NO.	Transportation Distribution Service, LLC		ORIGINAL SCOPE OF PROJECT			REDUCED SCOPE OF PROJECT			COST REDUCTION
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	QUANTITY	UNIT COST	TOTAL COST	
1	Vending Walk-In Cooler	EA	1	\$18,271.45	\$18,271.45	0	\$18,271.45	\$0.00	\$18,271.45
2	Concession #1 Walk-In Cooler	EA	1	\$18,326.08	\$18,326.08	1	\$18,326.08	\$18,326.08	\$0.00
3	Concession #2 Walk-In Cooler	EA	1	\$18,326.08	\$18,326.08	0	\$18,326.08	\$0.00	\$18,326.08
4	Concession #3 Walk-In Cooler	EA	1	\$17,004.15	\$17,004.15	1	\$17,004.15	\$17,004.15	\$0.00
5	Concession #4 Walk-In Cooler	EA	1	\$17,004.15	\$17,004.15	1	\$17,004.15	\$17,004.15	\$0.00
6	Three Compartment Walk-In Cooler and Freezer Combination	EA	1	\$94,182.90	\$94,182.90	1	\$94,182.90	\$94,182.90	\$0.00
TOTAL					\$183,114.81			\$146,517.28	\$36,597.53

RESOLUTION NO. 20-82

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRANSMISSION DISTRIBUTION SERVICE, LLC, DBA TDS CONSTRUCTION, FOR THE CEC WALK-IN COOLER AND FREEZER REPLACEMENTS, PROJECT NO. 19-072.

WHEREAS, the City of Casper desires to remove and replace the existing walk-in coolers and freezers at the Casper Events Center; and,

WHEREAS, Transmission Distribution Service, LLC, dba TDS Construction, is able and willing to provide those services specified as the CEC Walk-In Cooler and Freezer Replacements, Project No. 19-072; 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 Fourteen Thousand Dollars (\$14,000.00) 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 Transmission Distribution Service, LLC, dba TDS Construction, for those services, in the amount of One Hundred Eighty-Three Thousand One Hundred Fourteen and 81/100 Dollars (\$183,114.81), with a deduct Change Order No. 1 in the amount of Thirty-Six Thousand Five Hundred Ninety-Seven and 53/100 Dollars (\$36,597.53), for a revised contract amount of One Hundred Forty-Six Thousand Five Hundred Seventeen and 28/100 Dollars (\$146,517.28).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Forty-Six Thousand Five Hundred Seventeen and 28/100 Dollars (\$146,517.28), and Fourteen Thousand Dollars (\$14,000.00) for a construction contingency account, for a total project amount of One Hundred Sixty Thousand Five Hundred Seventeen and 28/100 Dollars (\$160,517.28).

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 Fourteen Thousand Dollars (\$14,000.00) 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:
(CEC Walk-In Cooler and Freezer Replacements, Project No. 19-072)





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

April 9, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: A Resolution to Approve a Contract for Professional Services with Advance Casper
for Assistance with Economic Strategic Planning and Grant Funding

Meeting Type & Date:

Regular Council Meeting, April 21, 2020

Action Type:

Resolution

Recommendation:

That Council, approve the above referenced Contract for Professional Services.

Summary:

On April 14, 2020, a proposal was presented at a Council Work Session by City staff, on behalf of Advance Casper, that requested \$10,000 from the City. The purpose is to renew a contract with Sustainable Strategies DC (S2) to assist with economic strategic planning and pursuing grant funding in 4, State of Wyoming and United States Treasury-designated Opportunity Zones in the Casper Metro Area. Council asked staff to proceed with drafting a contract with Advance Casper who would oversee the contract with S2.

Financial Considerations:

\$10,000 from Council Other Contractual-existing available funds.

Oversight/Project Responsibility:

Liz Becher, Community Development Director

Attachments:

Resolution

Contract

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this ____ day of April, 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. Advance Casper ("Consultant"), 300 S. Wolcott, Suite 300; Casper, Wyoming 82601.

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

RECITALS

A. The City, Mills, and Natrona County want to identify and apply for grant funding in four (4) State of Wyoming and United States Treasury-designated Opportunity Zones in the Casper Metro Area.

B. The project requires professional services for developing a written strategic plan to identify the best resources for project implementation and recommendations on how to pursue grant funding, plus other services as further described in Scope of Services section below.

C. The total cost for professional services for the City, Mills, and Natrona County is Fifty Thousand Dollars (\$50,000), Ten Thousand Dollars (\$10,000) of which will be funded by the City.

D. The Consultant has agreed to and covenants that it has the funds to pay the remaining Forty Thousand Dollars (\$40,000) of funding for the professional services in jurisdictions other than the City.

E. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract. The Consultant will contract with Sustainable Strategies, DC (S2) to complete the Scope of Services.

F. 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 will contract with S2 to perform the following services in connection with and respecting the project:

A. Client Suite of Services

1. *General Description:* S2 's retainer clients receive a suite of services designed to keep them out ahead of federal, state, and philanthropic funding opportunities, as well as engaged in key policy issues that impact similarly situated municipalities. This includes our weekly S2 Spotlight newsletter that advises clients of upcoming grant opportunities, as well as Client Alert memos that include detailed information about funding announcements, white papers on relevant federal policy changes, and opportunities to weigh in on issues of importance to local governments. Also, as part of our retainer services, S2 will be on-call with the Greater Casper partners to provide strategic consulting and advice on project development to competitively position Casper for resource leveraging.
2. *Deliverables:*
 - a. Weekly S2 Spotlight newsletter and bi-monthly Client Alert Memos about new funding opportunities sent to designated representatives from Advance Casper, City of Casper, Town of Mills, & Natrona County.
 - b. On-call availability for advising for Advance Casper, City of Casper, Town of Mills, & Natrona County on funding for projects and project development for duration of 1-year retainer contract.

These strategic consulting services are designed to assist each participating jurisdiction in advancing progress on priority projects (as designated in the Resource Roadmap below) and will be provided ongoing to each participating jurisdiction for the duration of the contract.

B. Funding Needs Assessment & Resource Roadmap Update

1. *General Description:* S2 is in the process of talking with each participating community in the Casper/Natrona partnership to determine the priority projects for funding for the coming year. We understand that priorities include:
 - a. Advance Casper: Breakthrough 307 funds; energy sector development; entrepreneurial ecosystem development
 - b. Natrona County: West winds Road Extension Project; solar brownfields redevelopment
 - c. Casper: Midwest Avenue Reconstruction; riverfront brownfields cleanup; police station, park upgrades
 - d. Mills: Riverfront redevelopment; public safety; parks upgrades.

The needs assessment update will inform the update of our Resource Roadmap to include an organized approach to pursuing the federal and state grants that align with your priority projects. The Resource Roadmap will identify the priority projects throughout the Casper area for the coming year that are best positioned to obtain competitive grant resources due to catalytic potential, strong public backing, matching commitment, and capacity for leveraging. The Resource Roadmap will include a funding matrix that describes key information for each funding opportunity, including eligible uses of funds, typical funding ranges, required matching and leveraging levels, deadlines, key competitiveness factors, and points of contact. The Roadmap will outline actionable steps that the Casper partners should follow to leverage funding and implement priority projects most effectively.

2. *Deliverables:*

- a. Resource Roadmap with overall funding strategy recommendations and individual sections focused on each represented municipality (ADVANCE CASPER, City of Casper, Town of Mills, & Natrona County) by June 10, 2020.
- b. Presentation of Resource Roadmap by conference call with designated representatives from ADVANCE CASPER, City of Casper, Town of Mills, & Natrona County to be scheduled for June 2020.

C. *Grant-Writing & Advocacy Assistance*

1. *General Description:* S2 will prepare up to eight (8) grant applications (to be distributed among the municipalities as determined by the group) to state, federal, and/or philanthropic funding opportunities that are identified within the Resource Roadmap as aligning with the community's priority needs. For each grant proposal, S2 will:

- a. Prepare a memo outlining the steps the stakeholders must take to gather the appropriate information for the proposal (data, maps, photos, attachments, etc.);
- b. Prepare a briefing sheet and template letters of support for distribution to project supporters;
- c. Develop the grant narrative and compile all relevant attachments;
- d. Develop and implement an advocacy strategy for securing support from relevant agency and elected officials.

2. *Deliverables:*

- a. Up to eight (8) grant application submissions for priority projects selected the participating jurisdictions.

D. Casper Area Leaders D.C. Trip

1. *General Description:* In addition to advocacy on a per project basis, S2 will plan a trip for representatives of the City, Town of Mills, Advance Casper, and the County to Washington, D.C., to meet with federal agency officials and the Wyoming Congressional delegation to build important relationships and support for Casper's projects and pending or planned funding applications. This will of course be contingent upon the situation with the coronavirus at that time; we will also be available to plan virtual meetings whenever necessary. Preparing for advocacy meetings will include compiling briefing sheets, developing talking points, and up and attending meetings. Travel expenses for the participants will be the responsibility of each participating jurisdiction.
2. *Deliverables:*
 - a. Meetings arranged with Congressional Delegation and key agency officials at date during retainer relationship (late summer 2020 recommended) to be mutually agreed upon by designated attendees from each participating jurisdiction (Advance Casper, City of Casper, Town of Mills, & Natrona County).
 - b. Briefing materials prepared for participants from each jurisdiction to highlight priority projects for the trip, prepared and delivered to the participants at least 1- week ahead of the trip.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 15th day of April, 2021.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Ten Thousand Dollars (\$10,000).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONSULTANT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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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 Truett

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

WITNESS

CONSULTANT

• By: Charrel McCash
Printed Name: Charrel McCash
Title: Operations Manager
Advance Casper

• By: Justin D. Farley
Printed Name: Justin D. Farley
Title: CEO/President
Advance Casper

Template 1/3/20

Consultant's Name: Advance Casper

Page 5 of 11

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and

all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

C. *Higher Limits.* If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary 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*

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

5. *Deductibles and Self-Insured Retentions*

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

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not

exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 20-83

A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH ADVANCE CASPER FOR ASSISTANCE WITH ECONOMIC STRATEGIC PLANNING AND GRANT FUNDING.

WHEREAS, the City of Casper ("City"), Mills, and Natrona County want to identify and apply for grant funding in four (4) State of Wyoming and United States Treasury-designated Opportunity Zones in the Casper Metro Area; and,

WHEREAS, the project requires professional services for assistance with potential strategic economic planning and grant funding as further described in the Contract; and,

WHEREAS, the total cost for professional services for the City, Mills, and Natrona County is Fifty Thousand Dollars (\$50,000), Ten Thousand Dollars (\$10,000) of which will be funded by the City; and,

WHEREAS, Advance Casper and/or other entities will provide the remaining \$40,000 of funding for the professional services in jurisdictions other than the City; and,

WHEREAS, Advance Casper represents that is it ready willing, and able to provide the professional services to the City as required by the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest the Contract for Professional Services with Advance Casper.

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

APPROVED AS TO FORM:

Walter Tross II


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Steven K. Freel
Mayor

April 16, 2020

TO: J. Carter Napier, City Manager 

FROM: Jolene Martinez, Assistant to the City Manager 

SUBJECT: Memorandum of Understanding with United States Department of Interior,
Bureau of Land Management, Casper Field Office

Meeting Type & Date

Council Meeting, April 21, 2020

Recommendation

That Council, by resolution, accept a memorandum of understanding with the United States Department of Interior, Bureau of Land Management, Casper Field Office to provide expertise and resources for the Platte River Revival.

Summary

In spring 2007, the United States Department of Interior, Bureau of Land Management, Casper Field Office (BLM) joined a newly organizing partnership led by the City of Casper known as the Platte River Revival. BLM has been a critical partner in this fantastic restoration project for the North Platte River that traverses Casper. They have heavily invested in the project with funding, in-kind services, supplies, and expertise. For example, BLM fire crews have felled, bucked, and treated thousands of Russian olives and coordinated with other federal fire crews to work on the Casper project. The BLM National Public Lands Day t-shirt doubles as the Platte River Revival Volunteer Day t-shirt.

BLM involvement has brought national attention to the Platte River Revival and has highlighted their work in Wyoming. The annual Volunteer Day is the largest National Public Lands Day event in the country. A memorandum of understanding formally recognizes the partnership between BLM and City of Casper on the Platte River Revival.

A resolution for Council's consideration has been prepared.

Financial Considerations

Financial considerations include the staff time and expenses budgeted and dedicated to the annual Volunteer Day.

Oversight/Project Responsibility

Andrew Beamer, Public Services Director
Scott Baxter, Associate Engineer
Jolene Martinez, Assistant to the City Manager

Attachments

Resolution and Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT
CASPER FIELD OFFICE
AND
CITY OF CASPER

CONCERNING
Platte River Revival
(National Public Lands Day Event)

I. Purpose: The Platte River Revival Volunteer Day is a National Public Lands Day event, which began in 2007, building a sustainable partnership between the public sector and the local community based upon mutual interests in the enhancement and restoration of America's public lands and in the improvement of public lands for outdoor recreation, with volunteers assisting land managers in hands-on work.

Volunteer Day is part of the larger river restoration project called the Platte River Revival. The main goal of the Platte River Revival is to use a watershed approach to enhance and restore the North Platte River corridor. One of the major aspects of the project is to inform and engage members of the public and to involve private organizations in long term management of this system. The project focuses on 15 miles of river ecosystems through Casper. This National Public Lands Day event educates local citizens about the environment and natural resources, as well as the need for shared stewardship of these valued, irreplaceable lands. All of these benefits extend to public lands downstream where the BLM will receive an indirect benefit to the natural river system and to public lands upstream within the boundaries of the Trapper's Route Special Recreation Management Area.

II. Objective: The public benefits include the removal of Russian olive trees and other non-native species, which will reduce off-site seed sources; the monitoring of Russian olive regrowth through citizen science efforts, which will engage the public in management of the system and enhance their understanding of the process; the removal of trash and other debris which improves water quality; the planting of native vegetation and channel stabilization, which reduce the erosion and sedimentation, while enhancing water quality and in-stream habitats.

III. Authority: This MOU is entered into under the following authorities:

A. WATERSHED RESTORATION AND ENHANCEMENT AGREEMENTS (WYDEN AMENDMENT), Public Law 104-208, Section 124, as amended Public Law 105-277, Section 136, which states "Appropriations made for the BLM may be used by the Secretary of Interior for the purpose of entering into cooperative agreements with the heads of other Federal agencies, Tribal, State, and local governments, private and nonprofit entities, and landowners for the protection, restoration, and enhancement of fish and wildlife habitat and other resources on public or private land and the reduction of risk from natural disaster where public safety is threatened that benefit these resources on public lands within the watershed, and enhancement

of fish and wildlife habitat and other resources on public or private land and the reduction of risk from natural disaster where public safety is threatened that benefit these resources on public lands within the watershed.”

B. Pursuant to Wyoming State Statute 15-1-103 (a)(xxii): Take any action to establish, alter and regulate as deemed necessary the channels of streams, water courses and any other public water sources or supplies within the city; and Wyoming State Statute 15-1-103 (a)(xlii): Subject to subsection (d) of this section, take any action necessary to acquire any needed or useful property, or to construct, maintain, repair or replace any lawful improvement, development, project or other activity of any kinds, or to participate, join or cooperate with other governments or political subdivisions, or departments or agencies thereof, for which funds may be borrowed from, granted or made available in whole or in part, on a matching basis or otherwise, by the United States of America or the State of Wyoming, or any subdivision, department or agency of either.

IV. Procedures: Both parties will attend regular meetings to ensure coordination and to build on the success of past volunteer events.

A. The City of Casper agrees to:

1. Manage the annual National Public Lands Day as the Platte River Revival Volunteer Day.
2. Manage all project locations, volunteer registration and volunteer work.
3. Maintain all volunteer registration forms, including liability indemnity waivers.
4. Provide available dates and locations for pre-cutting of Russian olives and coordinate with the BLM fire crew to ensure that all additional safety protocols are determined and met.

B. The BLM agrees to:

1. Register the Platte River Revival (Volunteer Day) as a National Public Lands Day Event and manage the administrative, including year-end reporting.
2. Provide technical expertise for habitat restoration and public outreach efforts and provide representative(s) for the advisory committee, which consists of federal and state agencies and private partners, which serve to provide input to the City of Casper regarding the Platte River Revival, including the National Public Lands Day event.
3. Provide BLM fire crews when available for cutting and bucking of Russian olives for removal by volunteers during the NPLD volunteer day.

4. Authorize permission to use the BLM name and logo on websites, printed materials and other media for the purposes of environmental education and promotion of the National Public Lands Day event.

C. Both parties agree to co-sponsor the Platte River Revival Volunteer Day as a “National Public Lands Day” event.

V. Administration: It is mutually understood and agreed by and between parties that:

A. APPLICABLE LAW: The parties agree to comply with all applicable state and federal laws governing activities under this MOU.

B. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act (5 U.S.C.552).

C. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the BLM and City of Casper and shall remain in effect for five years from the date of execution. Either the BLM or the City of Casper may terminate this MOU with a 30-day written notice to the other.

D. AMENDMENTS. Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU will be incorporated by written instrument, executed and signed by all parties to this MOU, and will be effective in accordance with the terms of all applicable state and federal laws governing activities under this MOU.

E. RESPONSIBILITIES OF PARTIES. The BLM and the City of Casper will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

F. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the BLM or the cooperators to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property will require execution of separate agreements or contracts and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

G. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

H. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

BLM Technical Contact

Name: Cullen Hardy
Address: 2987 Prospector Drive
Casper, WY 82604
Phone: 307- 261-7614
Email: chardy@blm.gov

BLM Administrative Contact

Name: Katy Kuhnel
Address: 2987 Prospector Drive
Casper, WY 82604
Phone: 307-261-7644
Email: kkuhnel@blm.gov

Cooperator Technical Contact

Name: Jolene Martinez
Address: 200 N. David St.
Casper, WY 82601
Phone: 307-235-8332
Email: jmartinez@casperwy.gov

Cooperator Administrative Contact

Name: Cynthia Langston
Address: 200 N. David St.
Casper, WY 82601
Phone: 307-235-8397
Email: clangston@casperwy.gov

I. 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. 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.

VI. AUTHORIZED REPRESENTATIVES

By signature below, the partner certifies that the individuals listed in this document as representatives of the partner are authorized to act in their respective areas for matters related to this agreement

THE PARTIES HERETO have executed this instrument.

APPROVED:

City of Casper
(Steven K. Freel, Mayor)

Date

LONNY BAGLEY

Digitally signed by LONNY BAGLEY
Date: 2020.04.15 09:14:53 -06'00'

USDI, Bureau of Land Management
(Lonny Bagley, CFO Field Manager)

Date

RESOLUTION NO. 20-84

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, CASPER FIELD OFFICE

WHEREAS, the City of Casper identified the need to restore the North Platte River through Casper and established a project called the Platte River Revival; and,

WHEREAS, a restored river will improve water quality, improve aquatic and riparian habitat, provide stabilized and aesthetically pleasing riverbanks, provide recreational experiences and places for people to gather; and,

WHEREAS, the City of Casper has formed partnerships with other governmental agencies and private organizations to identify and secure funding and carry out the work required to restore the North Platte River; and,

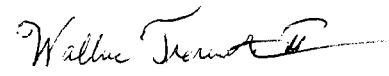
WHEREAS, the United States Department of Interior, Bureau of Land Management, Casper Field Office will provide expertise and resources to the Platte River Revival; and,

WHEREAS, the City of Casper desires to execute the Memorandum of Understanding with the United States Department of Interior, Bureau of Land Management, Casper Field Office to provide expertise and resources to the Platte River Revival.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor is hereby authorized to execute, and the City Clerk to attest, the Memorandum of Understanding with the United States Department of Interior, Bureau of Land Management, Casper Field Office, for the Platte River Revival.

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

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Steven K. Freel
Mayor

April 17, 2020

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Sale of the 2001 Ford E-350 Transit Conversion Van (Unit #42) to the Wyoming Rescue Mission

Recommendation:

That Council, by resolution, authorize the sale of the 2001 Ford E-350 Transit Conversion Van (Unit #42) to the Wyoming Rescue Mission for \$10.00.

Summary:

Staff proposes to sell the retired Casper Area Transportation Coalition (CATC) Ford E-350 Transit Conversion van to the Wyoming Rescue Mission for \$10.00. The Mission will use the van to transport its residents to work, appointments, and errands, which will lessen the need for the CATC-operated Bus system, and the necessity of the Mission residents to walk to the transfer plaza. With the reduced number of seats available on the Bus due to social-distancing mandates, the Mission residents will not need to depend on public transportation, but rather have their own, on-demand vehicle. With Council's approval, the Mission will take possession, the maintenance, and the liability of the vehicle from the City. The van has had all federally notations removed per Federal Transit Administration (FTA) requirements, and has been cleaned by the City service division that maintains our fleet.

This vehicle is recommended by CATC as a roadworthy van. It currently has 62,982 miles. Because this bus has passed its useful life in both years of service and TAM condition rating, the Federal Transit Administration (FTA) has no remaining Federal interest in the vehicle and it can be declared surplus in accordance with grant regulations.

Due to shrinking budgets in local governments across the State, staff believes the sale of this bus to a non-profit entity, particularly an agency serving the homeless and poor, better serves the public interest than putting it up for auction.

A resolution has been prepared for Council's consideration.

RESOLUTION NO. 20-85

A RESOLUTION AUTHORIZING THE SALE OF THE 2001 FORD E-350 TRANSIT CONVERSION VAN (UNIT #42) TO THE WYOMING RESCUE MISSION.

WHEREAS, the City of Casper agrees to sell the 2001 Ford E-350 transit conversion van (Unit #42) to the Wyoming Rescue Mission; and,

WHEREAS, the City believes there is value to the community, including social distancing, given the current pandemic declaration, with selling this item at a discounted dollar value to the Wyoming Rescue Mission; and,

WHEREAS, this transfer is also for providing necessary support for the poor; and,

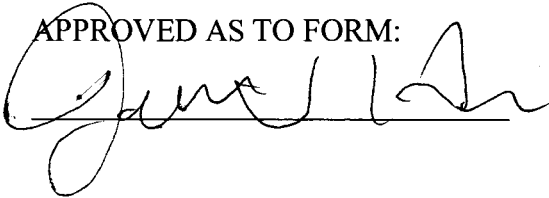
WHEREAS, the Wyoming Rescue Mission has agreed to pay for this vehicle.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest, the sale of the 2001 Ford E-350 transit conversion van (Unit #42) to the Wyoming Rescue Mission.

BE IT FURTHER RESOLVED: That this City owned property will be declared surplus and sold to the Wyoming Rescue Mission for Ten Dollars (\$10.00) as determined by City Council.

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

April 2, 2020

MEMO TO: J. Carter Napier, City Manager 

FROM: Tracey L. Belser, Support Services Director 
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Half-Ton Extended Cab Pickup Truck with an Eight-Foot Bed, in the Total Amount of \$28,532.00, Before Trade, for Use by the Parks Division of the Parks and Recreation Department.

Meeting Type & Date
Regular Council Meeting
April 21, 2020

Action type
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new half-ton extended cab pickup truck with an eight-foot bed, from Greiner Motors, Casper, Wyoming, to be used in the Parks Division of the Parks and Recreation Department, in the total amount of \$28,532.00.

Summary

On March 25, bids were publicly opened for one (1) half-ton pickup truck with an eight-foot bed. One (1) bid was received. The pickup truck will be utilized by Parks mowing, irrigation, and park maintenance crews to transport supplies to and from all green spaces throughout Casper.

The trade for this vehicle is a 2005 three-quarter-ton regular cab, which is also assigned to the mowing, irrigation, and park maintenance crews of the Parks Division. The 2005 three-quarter-ton truck meets all criteria for replacement, including repair and maintenance costs (\$25,612.38), age (15 years), and mileage (78,000).

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once each week, for a minimum of two (2) consecutive weeks. The bids received were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(1) Half Ton 2020 F150	Greiner Motors Casper, WY	\$28,532.00	\$1,657.00	\$26,875.00

The recommended purchase of the one (1) half-ton extended cab pickup from Greiner Motors, Casper, WY complies with the intent of all specifications.

Staff was unable to locate a similar option off of the Wyoming State bid for a “piggyback” type bid.

Financial Considerations

This purchase was approved in the FY20 adopted budget and is funded by the One-Cent capital.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Randy Norvelle, Parks Manager in the Parks and Recreation Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
March 3 2020

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:00 p.m., March 25, 2020** for the following:

One (1) New **Half Ton Extended Cab 4x4 Pickup Truck with 8' Bed**, to be used by the Parks Division of the Parks and Recreation Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **Half Ton Extended Cab 4x4 Pickup Truck with 8' Bed**, to be used by the Parks Division. This unit shall be new with less than fifteen hundred (1500) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

Half Ton Pickup Truck

American Manufacturer	_____
Two sets of keys	_____
Mileage: 1500 miles or less	_____
Automatic Transmission	_____
Power Steering	_____
Tilt Steering Wheel	_____
Power Brakes	_____
Power Windows	_____
Power Door Locks	_____
Extended Cab	_____
8' bed with factory spray liner (optional). Provide cost for this option	_____

Four Wheel Drive

Electronic shift on the fly

Tires/wheels – Radial ply tires as required for GVWR, 5 Tires and wheels (including spare), all season, all terrain tread

Spare Tire & Wheel to include Jack & Lug Wrench

AM/FM Radio with Bluetooth Factory Installed

Heater/Defroster

Current Model Year Emissions Compliant Gas Engine

Factory Air Conditioning

Intermittent Wipers

Engine Block Heater

Permanent anti-freeze protection to minus 30 degrees F.

Factory installed back up camera and sensors

Manufacturer's standard single color, white

Four-wheel anti-lock braking system

Cloth seats, matching trim throughout in Standard color, Steel or equivalent

Heavy Duty Vinyl Flooring throughout

OEM heavy duty rubber floor mats

Miscellaneous

5 Year 60,000 Mile Power Train Warranty minimum

All warranties to begin upon delivery of vehicle

Selling Dealer Must be able to pick up and warranty repairs within 48 hrs. NO EXCEPTIONS

Bid to be valid for "Piggyback" option up to 120 Days after delivery of the last unit from the initial order.

Copy of Order Confirmation to be provided upon
Completion of the order.

City of Casper shall be granted five (5) business days
Notice of delivery of the units in order to schedule
Vehicle intake appointment.

City of Casper shall be granted five (5) business days
From scheduled drop off to inspect/verify specification
compliance prior to full acceptance.

Vehicle shall be delivered with a full tank of fuel -
Minimum of 85 Octane or required octane for engine
as stated by manufacturer.

Original titles to be delivered to 1800 E. "K"
Street, Casper, WY 82601, within 30 days
of Vehicle Delivery
Title to be made out as: City of Casper,
200 N. David, Casper, WY 82601

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated
in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit
budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601.
Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW HALF TON CREW CAB 4x4 WITH 8 FT BED
FOR THE CENTRAL WYOMING REGIONAL WATER SYSTEM**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated March 3, 2020.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

I. Price bid for One (1) new half ton Extended Cab Pickup
with 8' ft. bed, as specified \$ _____

II. Trade-in allowance for 2005 Ford F250 2x4
VIN #1FTNF2056EB15059 unit #83250 \$ _____

III. NET COST TO THE CITY (Total Price): \$ _____

IV. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.

V. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW HALF TON CREW CAB 4x4 WITH 5.5 FT BED
AND ACCESSORIES**

**(Approved by the City Attorney, 2014)
Dated the 3rd Day of March, 2020**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete

specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:


In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

April 7, 2020

MEMO TO: His Honor the Mayor and Members of City Council

FROM: J. Carter Napier, City Manager 

SUBJECT: Authorizing Changes to Casper's Council for People with Disabilities

Meeting Type & Date

Regular Council Meeting, April 21, 2020

Action Type

Minute Action

Recommendation

That Council, by minute action, authorize changes to Casper's Council for People with Disabilities (CCPD), including changing the name to Casper's Council of People with Disabilities, necessary revisions to the Bylaws, and the appointments of four (4) new members to replace several members who have resigned.

Summary

On July 19, 2019, The Casper City Council authorized the creation of Casper's Council for People with Disabilities (CCPD). This group functions as "an educational and solution-oriented advisory board serving as a catalyst for promoting self-advocacy, equality, accessibility, and opportunity for all people regardless of their disability".

Since its formation, The CCPD has been active in its mission. The Council has established goals and objectives to improve education and awareness for and about the disabled community as well as to improve access to reliable transportation to all disabled persons. To that end, the CCPD and its subcommittees have been working hard to develop and launch a Facebook page @CasperDisabilityCouncil, to partner with like-minded organizations to collaborate on projects and initiatives, to establish mechanisms and rules for accepting financial donations for self-sustainability, and to coordinate and host the first annual Casper Disability Day Celebration on March 7, 2020.

Throughout the work of the CCPD, one principle that has been emphasized and celebrated is that of self-advocacy for those in our community that live with a disability. To continue to promote this value within the CCPD and beyond, the membership is requesting a change to the name from Casper's Council for People with Disabilities, to Casper's Council of People with Disabilities. This name change requires a change to the CCPD Bylaws as well, providing an opportunity to correct typos and language that does not correspond to how the Council actually operates to meet its established mission. Revised Bylaws were approved by the CCPD during a special meeting on April 7, 2020 and are attached for City Council's consideration.

Finally, during the course of the first six months, the Council saw a number of resignations of the original membership due to conflicts in scheduling or other priorities, as well as for health reasons.

To fill these vacancies, the CCPD solicited applications from interested community members from January 8, 2020 to February 9, 2020. Eight applications were received during the application period. At the regular business meeting on February 27, 2020, the members voted for and approved to accept four new members to the Council. The CCPD Chairperson recommends the appointment of the four individuals as approved by the membership. An updated Officer and Membership List is attached.

Financial Considerations

None at this time.

Oversight/Project Responsibility

Zulima Lopez, Risk Manager

Attachments

Casper's Council of People with Disabilities Revised Bylaws
Officers and Membership List

CASPER'S COUNCIL OF PEOPLE WITH DISABILITIES
City of Casper, Wyoming

Bylaws of the Casper's Council of People With Disabilities City of Casper, Wyoming

Article I – Name

1. The name of this organization shall be the Casper's Council of People with Disabilities (hereinafter referred to as the CCPD).
2. The official slogan of the CCPD shall be Equal Access, Equality, and Opportunity – For all People!

Article II – Mission

The CCPD's mission is to be an educational and solution-oriented advisory board serving as a catalyst for promoting self-advocacy, equality, accessibility, and opportunity for all people regardless of their disability.

Article III – Purpose

The purpose of the CCPD shall be to serve as an advisory Committee to the Casper City Council and City Manager and staff members of the City of Casper, Wyoming, on the problems and concerns of people with disabilities as they relate to activities of daily living; including employment, recreation, transportation, architectural accessibility, or any other area of concern to people with disabilities in Casper.

1. Develop a City Plan for addressing issues affecting people with disabilities by
 - a) Establishing goals and objectives.
 - b) Establishing priorities to implement the goals and objectives set forth.
 - c) Develop project and budget proposals for presentation to the City Council.
2. Promote improvement in the quality of life for Casper citizens with disabilities by
 - a) Encouraging inter-agency coordination among service agencies and programs relating to people with disabilities and refer disabled persons to appropriate services.
 - b) Participate with and offer recommendations to City staff on past, current, and future projects.
 - c) Bring awareness to and educate the community on issues relevant to people with a disability or handicap.

Article IV – Membership

The City Council for Casper shall appoint the members of the CCPD. The Chairperson of the CCPD may submit recommendations for appointments to the City Council for consideration after approval by the CCPD membership.

1. The CCPD shall consist of between twelve (12) and sixteen (16) members as follows:

up to six (6) executive officers and between nine (9) and twelve (12) members of whom a majority shall consist of persons with a disability or handicap, caretakers, family, parents or legal guardians of persons with disabilities.

2. The CCPD may also consist of non-voting community partners/liaisons of up to twelve (12) potential liaisons.
3. Term of Service:
 - a) Each member/liaison shall serve a term of three (3) years.
 - b) Re-appointments may be made at the direction of the Council with the recommendation of the Chairperson.
 - c) Resignation of CCPD members shall be submitted to the Council and CCPD Chairperson in writing two (2) weeks prior to the effective date.
4. The Mayor shall appoint a member of the City Council to act as a non-voting liaison to the CCPD. The City Council will approve the appointment by minute action at a regular Council meeting.

Article V – Officers

1. The officers of the CCPD shall be Chairperson, Vice-Chairperson, Secretary, and Treasurer and shall, along with up to two (2) members at large, constitute the Executive Committee.
2. Officers serve a term of one (1) year. A member may only serve two (2) years as an officer in any three-year term. If more than one three-year term is served, a member may never serve more than two (2) consecutive years as an Executive Officer. An exception to this would be if there were not enough nominations or members to fill the offices.
3. Election of Officers:
 - a) The election of Officers shall be held at the December meeting or at a special meeting of the CCPD if an office vacancy should occur.
 - b) The CCPD Chairperson of the regular meeting prior to elections shall invite nominations from the floor. Any person nominated from the floor must signify his or her willingness to serve, if elected.
4. Removal of an Officer:

An Executive Officer may be removed from his or her office by a two-thirds majority vote of the entire CCPD for misuse of their office or for lack of performing their duties.

Article VI – Consensus, Voting and Quorum

1. The CCPD operates upon a consensus building format. In the event a consensus cannot be reached by the CCPD, the Chairperson shall call for a vote.
2. A vote is required for the election of officers, bylaw changes, financial expenditures, set

policy, and anytime the Chairperson deems a vote necessary. Yeas and nays of a vote shall be recorded in the minutes.

3. Quorum: As defined in “Robert’s Rules of Order Revised,” fifty (50 percent plus one (1) of the entire CCPD membership constitutes a quorum. No vote may be taken unless the requirement of a quorum has been met.

Article VII – Duties of the Membership

1. The Chairperson of the CCPD shall perform the following duties:
 - a) Determine and compose meeting agenda(s).
 - b) Facilitate all meetings.
 - c) Create special committees in addition to the set standing committees as the Chairperson deems necessary.
 - d) Assign a Chairperson to all standing and other committees.
 - e) Designate projects as deemed necessary.
2. The duties of the Secretary shall be:
 - a) Take, complete, and disburse in a timely matter the minutes of meetings of the CCPD.
 - b) Compose correspondence as requested by the Chairperson and/or CCPD in the conducting of CCPD business.
 - c) The Secretary shall maintain the accuracy of the member roster.
 - d) The Secretary shall furnish all new members with the CCPD bylaws.
 - e) Maintain a book or record covering a time period of not less than three (3) years of the CCPD minutes.
3. The Duties of the Vice-chairperson shall be:
 - a) In the absence of the Chairperson, the Vice-chairperson shall assume and fulfill the duties of the Chairperson.
 - b) In the absence of the Secretary, the Vice-chairperson shall assume and fulfill the duties of the Secretary.
4. The duties of the Treasurer shall be:
 - a) Ensure the membership of the CCPD is trained on and follows established policies regarding the handling of cash, check, deposits, and purchases for the CCPD.
 - b) Deposit all donations to the CCPD per established policies.
 - c) Approve all purchases for CCPD based on available budget. All expenditures may be reimbursed only after full approval of the CCPD.
 - d) The Treasurer shall maintain financial records which shall be available for inspection, as requested.
 - e) The Treasurer shall provide a monthly financial report to the CCPD.
5. The entire membership of the CCPD shall perform the following duties:
 - a) Promote self-advocacy for people with disabilities.

- b) Perform such designated duties within the CCPD as required.
- c) Belong to and participate on at least one of the standing committees or of the current Chairperson's formed committees.
- d) Attending meetings regularly. After two (2) missed meetings, a member of the Executive Committee will contact the member. After unexcused absence from three (3) consecutive meetings or four (4) meetings annually shall automatically cause the chairperson to declare a vacancy.
- e) Assume personal responsibility for promoting the purposes of the CCPD whenever and wherever possible.

Article VIII – Meetings

- 1. The CCPD shall meet monthly on a day, time, and place mutually agreed upon by the majority of CCPD members.
- 2. The Chairperson or three (3) or more members of the Executive Committee may call special meetings.
- 3. Notice of special meetings shall be given to each member 24 hours prior to such meetings.
- 4. The CCPD Chairperson or a Committee Chairperson may call meetings of the various committees as deemed necessary.
- 5. All meetings of the CCPD shall be open to the public and shall be posted on Casper's website.
- 6. Time for public comment is to be included on the agenda.
- 7. Specific projects and/or business by non-CCPD individuals wishing to be added to the agenda must be requested in writing to the CCPD Chairperson at least two (2) weeks prior to the meeting at which the business is to be introduced.

Article IX – Standing Committees

The CCPD shall have four (4) standing committees that will address specific subject matter. The four (4) standing committees shall be: Quality of Life (QOL), Public Relations (PR), Events (EVT) and the Fundraising (FR) committee.

- a) The majority of the CCPD business shall be referred to the appropriate standing committee for accomplishing specific tasks with recommendations given to the CCPD of the whole for action.
- b) Committees should meet as often as necessary and verbal or written progress reports shall be given to the CCPD Chairperson at each monthly meeting.
- c) Committees will address issues of equal access and opportunity for all venues and forums. This includes, but is not limited to: buildings, transportation, parks and recreation, pedestrian sidewalks, curbs and pathways, education and employment.

1. Quality of Life (QOL) Committee:

- a) From the membership of the CCPD, the CCPD Chairperson shall appoint a Committee Chairperson.
- b) A majority of CCPD projects will fall under the QOL committee.
- c) The QOL Chairperson may recruit other persons to the QOL committee who are not CCPD members. These individuals are voting members of the committee only and shall not be voting members of the CCPD of the whole.

2. Public Relations (PR):

- a) Public Relations (PR) is the actions of the CCPD in fundraising or promoting the CCPD's activities, information, resources, and goodwill between itself and the Mayor, City Council, City Manager, government, the public, the community, etc., through the spoken word, internet, print and/or broadcast media.
- b) Executive Officers may participate in PR activities or communication without the consent of the CCPD. However, if time allows, all PR activities should be presented to the CCPD beforehand.
- c) A PR Committee Chairperson shall be appointed by the CCPD Chairperson to maintain the accuracy and appropriate information of all printed material and the CCPD web postings, with final content requiring the CCPD's approval.
- d) Any voting member may represent themselves as a CCPD member and promote and/or fundraise for the CCPD and its projects. However, any communication stating a CCPD endorsement must have the CCPD's express consent and approval.
- e) No member shall take a public stand on an issue in the name of the CCPD, unless the CCPD has agreed upon that issue.
- f) Any and all advertisements of or for the CCPD through the internet, print, or broadcast media must be submitted to and approved by the CCPD.
- g) Executive Officers shall have compete access to the CCPD's web postings.
- h) The PR Chairperson may recruit other persons to the PR Committee who are not CCPD members. These individuals are voting members of the committee only and shall not be voting members of the CCPD of the whole.

3. Events Committee:

- a) From the membership of the CCPD, the CCPD Chairperson shall appoint an Events Chairperson.
- b) The Events Committee shall, annually in November, prepare a calendar of all planned events for the upcoming calendar year. This calendar shall be updated monthly to include the following twelve (12) months.
- c) The Events Committee shall annually plan a CCPD community awareness and education Town Hall Meeting event in a month selected by the PR Committee and approved by the CCPD. In addition, the Events Committee shall provide information to the community and raise funds for the CCPD.

- d) The Events Committee shall annually acknowledge by Council's proclamation, print, television and/or plan events in conjunction with Disability Awareness and Disability Employment months.
- e) The Events Committee shall plan participation in annual community events, such as Parade Day, tree lighting ceremonies, etc.
- f) The Events Chairperson may recruit other persons to the Events Committee who are not CCPD members. These individuals are voting members of the committee only and shall not be voting members of the CCPD of the whole.

4. Fundraising Committee:

- a) The CCPD Chairperson shall appoint a Fundraising Committee Chairperson.
- b) Fundraising may be achieved in person or through events and advertising.
- c) Members may, as a group or individually, solicit donations from individuals, businesses, clubs and associations.
- d) Any voting member may represent themselves as a CCPD member and promote and/or fundraise for the CCPD and its projects.
- e) Voting CCPD members may take non-cash donations.
- f) CCPD members may issue a temporary receipt upon receiving a donation and retain a copy for the CCPD Treasurer. They should inform the donor that an official receipt will be mailed from the CCPD Treasurer.
- g) An accounting of all donations will be provided annually to the City's Finance Department and the City Council.
- h) The Chairperson may recruit other persons to the Fundraising Committee who are not CCPD members. These individuals are voting members of the committee only and shall not be voting members of the CCPD of the whole.

Article X – Chairman's Special Committees

- 1. The Chairperson may establish committees in addition to and apart from the standing committees to meet specific goals and objectives of the CCPD.
- 2. Membership:
 - a) From the membership of the CCPD, the Chairperson shall appoint a Chairperson for each committee, as necessary.
 - b) The Chairperson of each committee may recruit other persons to their committee who are not CCPD members. These individuals are voting members of the committee only and shall not be voting members of the CCPD of the whole.
- 3. Duties:
 - a) Committees should meet as often as necessary and verbal and/or written progress reports shall be given to the CCPD Chairperson at each monthly CCPD meeting.
 - b) The majority of the CCPD business shall be referred to the appropriate committee for accomplishing specific tasks with recommendations given to the CCPD of the whole by that committee for action.

Article XI – Bylaws

1. Upon the election of new officers, the CCPD’s Executive Committee shall review the Bylaws to maintain timeliness and accuracy.
2. These Bylaws may be amended in any regular meeting of the CCPD by a two-thirds vote of the quorum present, providing the proposed amendment or amendments have been submitted in writing to the members of the CCPD thirty (30) days prior to the meeting, at which time such amendment or amendments shall be voted upon.

Article XIII – Parliamentary Authority

The rules contained in “Robert’s Rules of Order Revised” shall govern this organization in all cases to which they are applicable and when they are not inconsistent with these Bylaws.

****** The remainder of this page intentionally left blank ******

Approved by a majority vote of the CCPD and attested to by:

Chairperson,

Date: _____

Vice-Chairperson,

Date: _____

Treasurer,

Date: _____

Secretary,

Date: _____

Filed at: The Natrona County Clerk's Office

cc: City Manager's Office
City Clerk's Office
City Attorney's Office

Casper's Council of People with Disabilities
April 7, 2020

Officers – one year term

Chairman – Austin Berlin
Vice Chair – Nicole Green
Secretary – Renate Pullen
Treasurer – Zulima Lopez

<u>Existing Members</u>	<u>Term Limit</u>
Austin Berlin	2 years
Masha Flinn	2 years
Steven McNichols	2 years
John Wall	2 years
Bonnie Wilson	2 years
Nicole Green	3 years
Linda Jones	3 years
Michelle Onstott	3 years
Luan Plumb	3 years
Renate Pullen	3 years
Zulima Lopez	permanent

<u>Proposed New Members</u>	<u>Term Limit</u>
Ardell Breed	3 years
Martin Kruzich	3 years
Catherine McQueen	3 years
Maureen Barnes	3 years

March 31, 2020

MEMO TO: J. Carter Napier, City Manager *jc*
FROM: Liz Becher, Community Development Director *lb*
Craig Collins, Building/Code Enforcement Manager
SUBJECT: Reject Three Bids for Abatement of Weeds and Litter

Meeting Type & Date: Regular Council Meeting – April 21, 2020

Action Type: Minute Action

Recommendation: That Council, by minute action, reject bids from Big West Landscaping LLC, D.Q. Commercial/Land Service Maintenance, and Two Brothers Lawn Services LLC for Abatement of Weeds and Litter.

Summary: On March 1, 2020 and March 8, 2020, the City's Code Enforcement Division publicly advertised Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website for weed mowing and litter abatement.

The City is in receipt of seven (7) bids from local contractors for the desired services. However, staff recommends that two of the bids be rejected for incomplete bid packets and one bid be rejected due to high pricing for their mowing services. The recommended rejected bids are attached for your review.

Oversight/Project Responsibility: Community Development Department, Code Enforcement Division – Craig Collins, Building/Code Enforcement Manager.

Attachments: Bid from Big West Landscaping LLC – Rejected due to high pricing.
Bid from D.Q. Commercial/Land Service Maintenance – Rejected due to incomplete bid packet.
Bid from Two Brothers Lawn Services LLC – Rejected due to incomplete bid packet.



Big West Landscaping LLC
3676 Ridgecrest Dr. Casper, WY. 82604
307-259-6341
bigwestlandscaping@outlook.com

To whom it may concern,

Thank you for the opportunity to possibly do business with you! Below is a breakdown of proposed costs for weed mowing and litter abatement:

1. Individual lots of 2,500 square feet or less shall be \$ 0.07 per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be \$ 0.04 per square foot.
3. Lots greater than 5,000 square feet shall be \$ 0.05 per square foot.
4. Litter and trash removal shall be \$151.00 per cubic yard to remove, transport, and dispose of legally.

The pricing above includes weed mowing, grass cutting, removal of the same; and a cost per cubic yard for litter/trash removal. (All weed and grass mowing shall be as per City code.).

Big West Landscaping LLC was established in 2015 and specializes in the installation and maintenance of outdoor living areas. While the focus of for Big West Landscaping LCC is the installation of residential landscaping, we have been contracted to mow and maintain homes with different property maintenance groups. Some of these groups have included MH Village and Commercial Services. Big West Landscaping LLC has also worked on large scale projects such as the Heritage Hills project with the City of Casper and successfully completed it.

Big West Landscaping LLC is proud to have employees that work hard, maintain a positive work attitude, and always present themselves in a professional manner.

Big West Landscaping LLC has several mowers, trimmers, leaf blower, rakes, and trash cans available to perform the work necessary to bring properties up to code. Big West Landscaping LLC also has a walk behind skid steer with attachments, a full size skid steer with attachments, and dump trailer available to load and haul any materials needed.

Big West Landscaping LLC only books for the current season and at this time has an open schedule. Typically, Big West Landscaping LLC is booked for the season by the end of May and schedules its jobs appropriately to prevent overbooking.

Attached is a copy of the current insurance Big West Landscaping LLC carries. Big West Landscaping LLC is willing and able to agree to execute a hold harmless agreement.

Please let me know of any questions or concerns you may have!

Thank you for your time,

Cody Decker
Big West Landscaping LLC
307-259-6341
bigwestlandscaping@outlook.com

D.Q.'S
Commercial/Land Service Maintenance
LAWN SERVICE, CLEAN-UPS, POWER RAKING,
LAWN AERATE, TRASH REMOVAL,
SNOW REMOVAL, WINDOW CLEANING

B. PROPOSED COSTS:

The individual or company shall submit a bid for **weed mowing, grass cutting per cubic yard for litter/trash removal** shall be as per City code.). These bid terms are a part of the contract.

REASONABLE RATES FREE ESTIMATES
RELIABLE SERVICE SENIOR DISCOUNT
REFERENCES PUNCTUAL

CLIFTON QUALLS, 262-7797
"The bigger the field the better I feel!"

1. Individual lots of 2,500 square feet or less shall be
\$ 03 per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be
\$ ~~0.35~~ 0.325 per square foot.
3. Lots greater than 5,000 square feet shall be
\$ ~~0.35~~ 0.35 per square foot.
4. Litter and trash removal shall be
\$ 50.00 A+P per cubic yard to remove,
transport, and dispose of legally.

***No charge will be less than \$25.00 for small jobs/projects.**

Allowances for height of weeds or grass, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost or the cubic yard cost. The Request for Bids must contain all items outlined and must be submitted in the manner described under **RESPONSES** below. **Bids that are submitted in any other manner may be cause to disqualify the submittal or bid.**

C. PERMIT AND DUMP FEE:

The Contractor shall be responsible for obtaining the required permits from the City and paying the required fee. Debris deposited at the City Landfill shall be subject to the required City fee and paid by the Contractor.

II. PROGRAM SCHEDULE

The Contractor shall be available to start the program on **MAY 1, 2020**, and continue on the program up to and through **APRIL 30, 2021**.

B. PROPOSED COSTS:

The individual or company shall submit bids based on a cost per square foot for **weed mowing, grass cutting, removal of the same; and a cost per cubic yard for litter/trash removal.** (All weed and grass mowing shall be as per City code.). These bids/costs will be utilized over the entire term of the contract.

1. Individual lots of 2,500 square feet or less shall be
\$.019 per square foot.
2. Lots between 2,501 square feet and 5,000 square feet shall be
\$.029 per square foot.
3. Lots greater than 5,000 square feet shall be
\$.038 per square foot.
4. Litter and trash removal shall be
\$ 110.00 per cubic yard to remove, transport, and dispose of legally.

***No charge will be less than \$25.00 for small jobs/projects.**

Allowances for height of weeds or grass, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost or the cubic yard cost. The Request for Bids must contain all items outlined and must be submitted in the manner described under **RESPONSES** below. **Bids that are submitted in any other manner may be cause to disqualify the submittal or bid.**

C. PERMIT AND DUMP FEE:

The Contractor shall be responsible for obtaining the required permits from the City and paying the required fee. Debris deposited at the City Landfill shall be subject to the required City fee and paid by the Contractor.

II. PROGRAM SCHEDULE

The Contractor shall be available to start the program on **MAY 1, 2020**, and continue on the program up to and through **APRIL 30, 2021**.