

# **COUNCIL MEETING AGENDA**

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**Casper City Council  
City Hall, Council Chambers  
Tuesday, March 19, 2019, 6:00 p.m.**



## COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. 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.
- III. 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.
- IV. 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.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

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3. CONSIDERATION OF MINUTES OF THE MARCH 5, 2019 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 15, 2019
4. CONSIDERATION OF MINUTES OF THE MARCH 5, 2019 EXECUTIVE SESSION – DONATION
5. CONSIDERATION OF BILLS AND CLAIMS
6. COMMUNICATIONS
  - A. From Persons Present
7. ESTABLISH DATE OF PUBLIC HEARINGS
  - A. Consent
    1. Establish April 2, 2019, as the Public Hearing Date for Consideration of:
      - a. Annexation and Plat a Portion of a Previously Abandoned WYDOT Right-of-way Located, and in the SE1/4SW1/4 of Section 18, Township 33 North, Range 79 West, 6th P.M., Natrona County Wyoming a Vacation and Replat of Lot 1, McNamara Heights Addition, to Create the **West Casper Commerce Center Addition**, Comprising 1.68 Acres, More or Less, Generally Located at the North East Corner of CY Avenue and South West Wyoming Boulevard; and Consideration of a Request to Establish the Zoning as C-2 (General Business).
      - b. Adoption of the **Fiscal Year 2019 Budget Amendment #2**.
      - c. Transfer of Location for **Retail Liquor License No. 21**, from Modern Electric Co, d/b/a Wyoming Bootlegger Liquor, Located at 240 & 242 West 1st Street to Modern Electric Co, d/b/a **Wyoming Bootlegger Liquor**, Located at **100 North Ash**.
    2. Establish May 21, 2019, as the Public Hearing Date for Consideration of:
      - a. **Annexation Compliance** with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **West Casper Commerce Center Addition** Complies with W.S. 15-1-402.

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## 8. THIRD READING ORDINANCES

### A. Ordinance Amending Chapter 10.60 of the Casper Municipal Code - **Abandoned Vehicles.**

1. Communications from Persons Present

### B. Adopting and Approving the Right-of-Way Small Wireless Facility Implementation Cost Study and Fee Structure Development Report; and, the **Small Wireless Facilities** Recommended Requirements.

1. Communications from Persons Present

## 9. SECOND READING ORDINANCES

### A. **Vacation and Replat** of Cabin Creek Estates No. 3, Lot 1, and Plat of a Portion of the Paradise Valley Golf Course, to Create **Cabin Creek No. 4**, Comprising 0.22-Acres, More or Less, Located on the West Side of Fairway Drive.

1. Communications from Persons Present

## 10. RESOLUTIONS

### A. Consent

1. Authorizing an Agreement with **Casper Electric, Inc.**, in the Amount of \$68,120, for the **Parking Structure Lighting Upgrades Project.**
2. Authorizing an Agreement with **Wayne Coleman Construction, Inc.**, in the Amount of \$283,520, for the 2019 **CPU Asphalt Repair Project.**
3. Authorizing an Agreement with **71 Construction**, in the Amount of \$80,800, for the **Casper Regional Landfill Sanitary Sewer Improvements Project.**
4. Authorizing a Contract for Professional Services with **Civil Engineering Professionals, Inc.** in the Amount of \$50,000, for the **Interstate 25 & Casper Marginal Beautification Project.**
5. Authorizing an Agreement with Transmission Distribution Service, LLC, DBA **TDS Construction**, in the Amount of \$387,508.86 for the **Verda James Pedestrian Overpass Project.**

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10. RESOLUTIONS (continued)

A. Consent

6. **Renaming Parkway Plaza Drive to West E Street**, Located in the Liberty Addition, and Authorizing and Directing the Resolution to be Recorded in the Office of the Natrona County Clerk.
7. Authorizing a Contract Between the City of Casper and the **Natrona County Travel and Tourism Council** for **Group Ticket Sales to the College Nationals Final Rodeo**.
8. Authorizing Change Order No. 1 with **Treto Construction, LLC**, in the Amount of \$132,215.44, for the **Midwest Avenue Reconstruction Elm Street to David Street Project**.

11. MINUTE ACTION

A. Consent

1. Authorizing the Appointment of **Andrea Covert** to the **Leisure Services Advisory Board**.
2. Rejecting the Bid for the **Casper Regional Landfill Equipment GPS Project**.
3. Authorizing the Discharge of \$15,496.55 **Uncollectible Accounts Receivable Balances**, Aged between the Date of October 2, 2013 and December 31, 2013, Including More Recent Estate Liquidations and Bankruptcies.
4. Authorizing the Purchase of Six (6) **Zoll X Series Cardiac Monitors** for Use by the Fire-EMS Department and in the Total Amount of \$196,449.81.
5. Application for **Taxicab Company License** for **Oil City Cabs**, Located at 3030 East 5th Street.
6. Authorizing the Appointment of **Councilmember Bates** to the **Historic Preservation Commission**.

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

13. ADJOURN INTO EXECUTIVE SESSION – PROPERTY ACQUISITION AND PROPERTY DISPOSITION

14. ADJOURNMENT

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## Upcoming Council meetings

### **Council meetings**

6:00 p.m. Tuesday, April 2, 2019– Council Chambers

6:00 p.m. Tuesday, April 16, 2019 – Council Chambers

### **Work sessions**

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

4:30 p.m. Tuesday, April 9, 2019– Council Meeting Room

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

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

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, March 5, 2019. Present: Councilmembers Bates, Freel, Hopkins, Huber, Johnson, Lutz, Pacheco, Walsh and Mayor Powell.

2. PLEDGE OF ALLEGIANCE

Citizen Jacquie Anderson led the audience in the Pledge of Allegiance.

3. EXECUTIVE SESSION MINUTES

Moved by Councilmember Huber, seconded by Councilmember Walsh, to, by minute action, approve the minutes of the February 5, 2019, executive session. Motion passed.

4. MINUTES

Moved by Councilmember Hopkins, seconded by Councilmember Freel, to, by minute action, approve the minutes of the February 19, 2019, regular Council meeting, as published in the Casper-Star Tribune on February 28, 2019. Motion passed.

5. EXECUTIVE SESSION MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Pacheco, to, by minute action, approve the minutes of the February 19, 2019, executive session. Motion passed.

6. SPECIAL SESSION MINUTES

Moved by Councilmember Walsh, seconded by Councilmember Freel, to, by minute action, approve the minutes of the February 25, 2019, special Council meeting, as published in the Casper-Star Tribune on March 2, 2019. Motion passed.

7. EXECUTIVE SESSION MINUTES

Moved by Councilmember Johnson, seconded by Councilmember Bates, to, by minute action, approve the minutes of the February 25, 2019, executive session. Motion passed.

8. BILLS & CLAIMS

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

	Bills & Claims	
	03/05/19	
AltitudeRecycling	Goods	\$188,940.00
AMBI	Services	\$237.78
Ameritech	Services	\$30,828.58
AndrnHunt	Services	\$21,419.55
Balefill	Services	\$43,449.72
BankOfAmerica	Goods	\$188,733.87

BBrasiel	Refunds	\$11.79
BHEnergy	Services	\$6,347.43
BigWestLndscp	Services	\$400.00
CASA	Funding	\$2,300.72
CasparBuildSystems	Services	\$61,185.70
CATC	Funding	\$106,095.45
Centurylink	Services	\$110.57
Ch2mHill	Services	\$6,915.21
ChildrensAdvocacyProject	Funding	\$20,000.00
CIGNA	Services	\$11,827.92
CityofCasper	Services	\$35,014.76
CivilEngineeringProfessionals	Projects	\$5,572.50
CntrlWyRscMssn	Funds	\$25,060.01
CollectionCenter	Services	\$376.66
CommTech	Goods	\$152.00
ComputerPros	Goods	\$7,843.00
CowdinCleaning	Services	\$1,088.00
CsprPD	Funding	\$600.00
Dell	Goods	\$760.16
DeptEnvironmental Qlty	Svc	\$528.30
DesertMtn	Goods	\$5,247.53
DHull	Refunds	\$46.75
DPCIndustries	Goods	\$6,974.35
EdgeEngineering	Services	\$200.00
EMoore	Reimb	\$78.71
EngDsgnAssoc	Services	\$2,062.50
EnvironmentalCivilSolutions	Services	\$999.10
FirstData	Services	\$944.19
FirstInterstateBank	Services	\$101.00
FirstInterstateBank	Services	\$392.01
FmlyJrnyCtr	Services	\$636.41
GeosyntecConsult	Consult	\$5,533.12
GilesTransport	Svc	\$665.00
GlobalSpect	Funding	\$34,929.72
GolderAssociates	Services	\$13,545.00
GovtJobs	Services	\$13,387.50
GSchindler	Refunds	\$19.64
HllfJustice/DCJPB	Servics	\$17,780.00
Homax	Goods	\$5,838.60
InbergMillerEngineers	Services	\$711.00
J Henderson	Reimb	\$1,558.00
JKGarlickJr	Services	\$226.47
JTLGroup	Services	\$689.23

KHowel	Reimb	\$576.66
KSrisombat	Refunds	\$54.42
LisasSpicnSpan	Services	\$315.00
LncInNtlLife	Services	\$277.20
MthrSetonHsing	Funding	\$2,034.37
MtnWValtns	Appraisel	\$1,000.00
NationalBenefitServices	Services	\$2,196.00
NCWeedPest	Services	\$65,000.00
NicolaysenMuseum	Funding	\$16,680.00
NIRA	Funding	\$18,500.00
OneCallofWy	Services	\$308.50
PeakGeosolutions	Services	\$36,341.76
PorterMuirhead	Services	\$30,000.00
PostalPros	Services	\$3,368.49
RiverOaksComm	Services	\$54,000.00
RockyMtnPower	Services	\$67,640.45
RockyMtnPower	Services	\$11,068.00
SamParsonsUpholstery	Services	\$234.00
SBaxter	Reimb	\$436.60
SkylineRanches	Services	\$495.93
Stateline7	Services	\$220.00
StellarProgramming	Services	\$1,093.75
Strata	Services	\$4,987.88
TopOffice	Goods	\$132.79
UrgentCare	Services	\$2,560.00
VisionServicePlan	Services	\$1,133.80
Wamco	Tests	\$1,800.00
WasteWaterTreatment	Funding	\$341,774.98
WERCSCommunications	Services	\$26,798.50
WesternPlainsLandscaping	Services	\$8,605.29
WesternWaterConsult	Services	\$11,367.65
WestlandPark	Services	\$1,879.69
WH LLC	Services	\$2,816.25
WorthingtonLenhart&Carpenter	Services	\$3,689.57
WstrnStsFire	Supp	\$33,888.70
Wycomp	Services	\$995.20
WyStateFrmensAssoc	Services	\$75.00
		\$1,632,711.94

9. BRIGHT SPOT

Mayor Powell **then honored Paul Zowada, City of Casper's Recreation and Athletic Field Supervisor**, for being named the 2018 Field Manager of the Year by the Colorado Sports Turf Managers Association. Mayor Powell then presented him with a plaque and thanked him for his excellent service to our community.



#### 10. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Jody Craig, from the Sunset Bar and Grill, requesting Casper Police continue to partner with liquor servers and urging owners to create and maintain policies to prevent over-serving; Angela Clemin, sharing concerns with the ticketing process at the Casper Events Center; and Dennis Steensland, 533 S. Washington, sharing feedback on the sale of the former Plains Furniture properties.

#### 11.A PUBLIC HEARING - ORDINANCE

Mayor Powell opened the public hearing for the consideration of the plat of Cabin Creek Estates No. 4. City Attorney Henley entered two (2) exhibits: correspondence from Fleur Tremel to J. Carter Napier, dated February 22, 2019 and an affidavit of publication, as published in the Casper-Star Tribune, dated February 12, 2019. City Manager Napier provided a brief report. Speaking in support was Bill Ferringer, Civil Engineering Professionals, Inc. There being no others to speak for or against the issues involving Cabin Creek Estates No. 4, the public hearing was closed. Following ordinance read:

##### ORDINANCE NO. 7-19

AN ORDINANCE APPROVING THE CABIN CREEK  
ESTATES NO. 4 SUBDIVISION AGREEMENT AND THE  
FINAL PLAT OF CABIN CREEK ESTATES NO. 4,  
COMPRISING 0.22 ACRES MORE OR LESS.

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

#### 11.B.1 PUBLIC HEARING - MINUTE ACTION

Mayor Powell opened the public hearing for the consideration of the transfer of ownership of Retail Liquor License No. 28, **from Caputa's Catering, LLC, d/b/a Prime Time, to Proper Management, LLC, d/b/a Sunrise Lanes**, located at 4370 South Poplar.

City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated February 19, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated February 25, 2019; an affidavit of website publication, as published on the City of Casper website, dated February 19, 2019; an affidavit of notice of conspicuous posting, as posted at 4370 South Poplar Street, dated February 19, 2019; and the liquor license application filed January 21, 2019. City Manager Napier provided a brief report. There being no one to speak for or against the issues involving Retail Liquor License No. 28, the public hearing was closed. Moved by Councilmember Pacheco, seconded by Councilmember Walsh, to, by minute action, authorize the transfer of ownership of Retail Liquor License No. 28. Councilmember Bates voted nay. Motion passed.

#### 11.B.2 PUBLIC HEARING - MINUTE ACTION

Mayor Powell opened the public hearing for the consideration of the issuance of Bar and Grill Liquor License No. 11, to 71 SE Wyoming Blvd, LLC d/b/a The Horse Palace, located at 71 SE Wyoming Boulevard. City Attorney Henley entered five (5) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated February 19, 2019; an affidavit of publication, as published in the Casper-Star Tribune, dated February 25, 2019; an affidavit of website publication, as published on the City of Casper website, dated February 19, 2019; an affidavit of notice of conspicuous posting, as posted at 71 SE

Wyoming Boulevard, dated March 1, 2019; and the liquor license application filed January 9, 2019. City Manager Napier provided a brief report. Speaking in support was Eugene Joyce, applicant. There being no one else to speak for or against the issues involving Bar and Grill Liquor License No. 11, the public hearing was closed. Moved by Councilmember Johnson, seconded by Councilmember Lutz, to, by minute action, authorize the issuance of Bar and Grill Liquor License No. 11. Councilmember Walsh abstained. Motion passed.

#### 12.A ORDINANCE— THIRD READING

Following ordinance read:

##### ORDINANCE NO. 3-19

AN ORDINANCE AMENDING SECTION 10.24.010 OF THE CASPER MUNICIPAL CODE PERTAINING TO THIRTY MILE PER HOUR SPEED ZONES NEAR THE WYOMING MEDICAL CENTER.

WHEREAS, a traffic warrant study indicated that there as a higher occurrence of collisions at the intersection near the Wyoming Medical Center (Hospital); and, WHEREAS, the speed limit for the public streets adjacent to the Hospital have a 30 miles per hour speed limit; and,

WHEREAS, the warrant study supports a slower speed limit near the Hospital.

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

That Section 10.24.010 of Chapter 10.24 of the Casper Municipal Code is hereby amended to add an additional paragraph "C" which reads as follows: C. South Conwell Street from East 1st Street to East 5th Street; East 2nd Street from South Park Street to South Conwell Street; East 5th Street from South McKinley Street to South Conwell Street; and all streets between South McKinley Street and South Conwell Street & East 2nd Street and East 5th Street. This Ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on 1st reading the 5 day of February, 2019.

PASSED on 2nd reading the 19<sup>th</sup> day of February, 2019.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the 5<sup>th</sup> day of March, 2019.

Councilmember Freel presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Huber. No one spoke regarding the ordinance and there was no further discussion or amendments. Councilmember Johnson voted nay. Motion passed.

#### 12.B ORDINANCE— THIRD READING

Following ordinance read:

##### ORDINANCE NO. 4-19

AN ORDINANCE APPROVING A ZONE CHANGE FOR LOTS 4, 5 AND 6, BLOCK 19, WYOMING INDUSTRIAL PARK ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone all of the above described lots from zoning classification PUD (Planned Unit Development) to M-1 (Limited Industrial); and, WHEREAS, after a public hearing on December 13, 2018, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change should be approved.

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

SECTION 1:

Lots 4, 5 and 6, Block 19, Wyoming Industrial Park Addition, more commonly known as 1037 and 1005 Foster Road, and 925 Salt Creek Parkway, are hereby rezoned from zoning classification, PUD (Planned Unit Development) to M-1 (Limited Industrial).

SECTION 2:

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

PASSED on 1<sup>st</sup> reading the 5<sup>th</sup> day of February, 2019.

PASSED on 2<sup>nd</sup> reading the 19<sup>th</sup> day of February, 2019.

PASSED, APPROVED, AND ADOPTED on 3<sup>rd</sup> and final reading the 5<sup>th</sup> day of March, 2019.

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

12.C ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 2-19

AN ORDINANCE AMENDING CHAPTER 5.08 OF THE  
CASPER MUNICIPAL CODE.

WHEREAS, the current Casper Municipal Code regarding alcoholic beverages requires updating to remain consistent with Wyoming State Statutes as they have been amended; and,

WHEREAS, the State Statutes provide for local oversight of local licenses and permits; and,

WHEREAS, The city is authorized to regulate and take measures to prevent conduct which disturbs or jeopardizes the public health, safety, and peace; and,

WHEREAS, it is in the citizens of Casper's best interest and the City's best interest to promote the responsible use of alcoholic beverages.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 5.08 of the Casper Municipal Code is hereby 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 more than one-half of one 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. "Building" means a roofed and walled structure built or set in place for permanent use.
5. "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 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 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. "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. "Division" means the Wyoming Liquor Division.
8. "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.
9. "Industry representative" means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.

10. "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.
11. "Licensee" means a person holding a:
- a. Retail liquor license;
  - b. Limited retail liquor license;
  - c. Resort liquor license;
  - d. Malt beverage permit;
  - e. Restaurant liquor license;
  - f. Catering permit;
  - g. Special malt beverage permit; or
  - h. Bar and grill liquor license;
  - i. Manufacturer's license-granted by the Wyoming Liquor Division and a City issued satellite manufacturer's permit.
12. "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.
13. "Malt beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.
14. "Malt beverage permit" means the authority under which the licensee is permitted to sell malt beverages only.
15. "Manufacture" or "manufactures" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent (.5%) alcohol by volume;
16. "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(ixx).
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.
18. "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.
19. "Person" includes an individual person, partnership, corporation, limited liability company or association.
20. "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.
21. "Restaurant" means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.

22. "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.

23. "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.

24. "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.

25. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging for goods, services or patronage, or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.

26. "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.

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

28. "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)

#### **5.08.020 - Authorization—Rules and regulations.**

A. The City of Casper may issue liquor licenses of the types, and in the manner, and subject to fees and regulations allowed by the State Liquor Code, Wyoming State Statutes 12-1-101 et seq. as these statutes may be amended from time to time.

B. The city council is authorized to license, regulate and prohibit the retail sale of alcoholic liquors and malt beverages under this chapter. The city council may, from time to time, make rules and regulations as it deems necessary to carry out the provisions of this chapter; provided that said rules and regulations are consistent with the provisions contained in this chapter and the applicable state statutes. (Ord. 25-86 (part), 1986: prior code § 3-45)

#### **5.08.030 - Compliance with Requirements.**

All liquor license applicants and holders and their employees and agents shall comply with all relevant provisions of Wyoming State Statutes 12-1-101 et. seq. and any applicable City of Casper ordinances, resolutions, rules, and regulations as they may be amended from time to time.

Any violation of this chapter occurring on a licensed premise or in relation to any other license or permit shall be attributable to the license or permit holder for purposes of licensure oversight and the public health and safety and peace. The acts or omissions of employees or agents of the licensee or permit holder are the responsibility of the licensee or permit holder.

#### **5.08.040 - License—Required.**

It is unlawful for any person to manufacture, brew, vint, or distill, or possess for sale, sell or dispense for any pecuniary advantage or give away to the public, as an inducement to the public to patronize any business, place or person within the city, any alcoholic liquor or malt beverage as defined in this chapter, or to operate a microbrewery, winery, or manufacturing operation within the city without first obtaining a license to do so and paying the license fees therefor, and for a distiller, a satellite manufacturer's permit.. (Ord. 22-93 § 2, 1993: Ord. 25-86 (part), 1986: prior code § 3-9)

#### **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 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 dollars for an application submitted at any other time or for any other purpose. The set amount is intended to defray the expense of publishing notice of such application as required by law. Such application shall contain the following 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)

**5.08.060** - License application—Change of ownership and other information.

A. Corporate and limited liability company licensees and permittees shall advise the city council within thirty days in writing of any change in the information in any application required under this chapter. The city shall provide the commission a copy of a notification of change.

B. Whenever an interest of more than ten percent of the whole interest in any corporation, association or organization holding a retail liquor license is sought to be sold, assigned or otherwise transferred, a new application shall first be filed with the city clerk and no such sale, assignment or transfer shall be made without the prior approval of the city council.

C. Whenever ownership of a license or permit is proposed to be transferred, or a retail or limited retail liquor license moved to a different location, or a licensed or permitted facility is proposed to be expanded, a new application shall first be filed with the city clerk, and no such transfer, move or expansion shall be made without the prior approval of the city council as set forth herein. (Ord. 24-96 § 5, 1996; Ord. 25-86 (part), 1986: prior code § 3-13)

**5.08.070 - License application—Affidavits required.**

In addition to the application form, each applicant shall furnish the city an affidavit in duplicate, setting forth the names and addresses of all stockholders and their respective stockholdings if the applicant is a corporation, and the names and addresses of all members if the applicant is an association or organization. Such affidavit shall also state whether or not any relative by blood or marriage of an individual applicant, partner, stockholder of a corporation or a member of an association or organization making application has any interest in any retail liquor license issued by the city and, if so, the name and address of each such person; such affidavit shall also state whether or not any person, other than the applicant, has any interest, whether direct or indirect, in the license and, if so, the nature of the interest. (Ord. 2-87 § 2, 1987: Ord. 25-86 (part), 1986: prior code § 3-14)

**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 \_\_\_\_\_, (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 \_\_\_\_\_, 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 will be set by the City Clerk. Renewal applications received after this date will be assessed a late fee. Late fee will be One Hundred Dollars (\$100.00) 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)

**5.08.090** - Suspension of license by licensing authorities for failure to pay sales tax.

The city council may suspend any license issued under this title if the licensee fails to pay sales taxes and the division has ceased sales of alcoholic liquor to the licensee. The licensee may appeal license suspension to the district court in the manner specified under W.S. 12-4-104 and the appeal proceedings shall be in accordance with the Wyoming Rules of Appellate Procedure. The suspension shall remain in effect pending a decision by the appellate court. (Ord. 24-96 § 3, 1996)

**5.08.100** - Microbrewery and winery permits—Authorized—Conditions—Dual permits and licenses—Fees—Satellite winery permits.

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. (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)

**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 (1.5) ounces of their product manufactured at the site identified on the manufacturer's license and no more than three (3) 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. 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 (1) 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 public hearing and the payment of an additional permit fee not to exceed one hundred dollars (\$100.00). 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 and the licensed building provisions pursuant to W.S. 12-5-201.

c. For purposes of this section:

(i) "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.

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

(iii) "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;

(iv) "Rectifier" includes any person who colors, flavors or otherwise processes distilled spirits by distillation, blending, percolating or other processes.

**5.08.120** - Evidence of sale—Persons and alcoholic beverages on premises.

The presence of any person in any unlicensed structure, room or place, other than the person maintaining the place, such person having upon any table, bench, bar or other article any container wherein there is any alcoholic liquor or malt beverage and in near proximity to where any such person is standing or sitting is prima facie evidence that the person maintaining the premises is maintaining a nuisance.

**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, containing meeting rooms, kitchen facilities and at least one auditorium which has a seating capacity for no less than five thousand persons and is used for public gatherings;

3. The person or organization applying for the permit 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 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 described on the permit, nor shall any malt beverage be sold for consumption off the premises authorized by the permit. It shall be the duty and obligation of the holder of the permit to see that no sales are made to any person under the age of twenty-one years.

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 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)

**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 the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit. Privately owned or leased premises shall be subject to the restrictions set forth in subsections G and H.

A.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 the person and the organization which requested and were issued the malt beverage permit.

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 the premises described in the permit.

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 in any one year. 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 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:

1) Driving while under the influence,

2) Public intoxication,

- 3) Disturbing the peace/noise offense,
  - 4) Serving after hours at location,
  - 5) Controlled substances offenses,
  - 6) Serving to a minor,
  - 7) Selling alcohol without a license,
  - 8) 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)

#### **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 or sale of malt beverages under a microbrewery license issued pursuant to this chapter;

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. (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)

**5.08.160 - License interest restrictions.**

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 and 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 are true. (Ord. 25-86 (part), 1986: prior code § 3-11)

**5.08.170 - Retail, resort and restaurant license fees.**

Every person holding a retail, resort or restaurant license authorized by the provisions of this chapter shall pay annually in advance, for a license hereunder, the sum of one thousand five hundred dollars. The license fee shall be paid to the clerk of the city before the license is issued. (Ord. 25-86 (part), 1986: prior code § 3-18)

**5.08.180 - Fee disposition—Refunds prohibited.**

All fees for licenses and permits issued by the city council paid under this chapter shall be deposited into the city treasury. No refund of all or any part of a license or permit fee shall be made at any time following issuance. (Ord. 25-86 (part), 1986: prior code § 3-16)

**5.08.190** - License and permit term.

A. A license or permit is considered a personal privilege to the holder and the term of the license or permit is for one year unless sooner revoked, except for twenty-four-hour catering and malt beverage permits. When a valid license or permit is determined to be part of the estate of a deceased holder, the administrator or executor of the estate may exercise the privilege of the deceased under the license or permit until the expiration of the license or permit.

B. The term of a license or special malt beverage permit may be less than one year if specified by the city council to coincide with the annual date or dates set by the authority for consideration of license and permit issuance, renewals and transfers. In the event that the city council issues a license or permit for a term less than one year, it shall prorate the fee accordingly. Any licensee not attempting to renew a newly issued prorated license or permit valid for a term of less than one year shall not be eligible for any license or permit authorized under this chapter for a period of two years after the expiration date of the prorated license or permit.

(Ord. 25-86 (part), 1986: prior code § 3-17)

**5.08.200**- Number of licenses allowed—Council authority.

The city council may issue less than the total number of allowable liquor licenses allowed by state statutes and may issue any license or permit authorized by this chapter.

(Ord. 25-86 (part), 1986: prior code § 3-46)

**5.08.210**- License—Display required.

Each licensee shall display his license in a conspicuous place in the licensed building.

(Ord. No. 9-17, § 6, 6-20-2017; Ord. 25-86 (part), 1986: prior code § 3-36)

**5.08.220** - License—Transfer conditions and procedures.

A. Except as otherwise provided, after public hearing and subject to the approval of the city council, a license or permit may be transferred to or renewed on different premises on the same basis as the original application or a licensed or permitted facility may be expanded. An additional license fee of not more than one hundred dollars, as specified by city council resolution, is required for the remaining term of the license or permit. A transferred license or permit shall expire on the same day as the original license or permit.

B. A licensee, or the executor or administrator of the estate of a deceased licensee, may assign or transfer the license or permit by a sale made in good faith. The assignment and transfer shall first have the approval of the city council, which consideration shall be based in part upon a public hearing and an application filed under oath by the assignee or transferee showing the person or entity to be qualified to hold a license or permit under Wyoming law. The approval of the transfer shall not be given by the city council if proceedings, including an action to collect delinquent sales tax payments pursuant to W.S. 12-2-306, are pending to suspend, revoke or otherwise penalize the original license or permit holder. A transfer of a license or permit shall require the payment of an additional license fee to the city of not more than one hundred dollars for the transfer, and upon assignment the assignee may exercise the privilege of continuing the business authorized by the license or permit.

(Ord. 24-96 § 8, 1996: Ord. 25-86 (part), 1986: prior code § 3-42)

**5.08.230** - Transfer, sale or attachment restrictions.



No license or permit shall be transferred or sold, or licensed or permitted facility expanded except as provided by this chapter, nor used for any place not described in the license or permit at the time of issuance, nor shall any license be subject to attachment, garnishment or execution.

(Ord. 25-86 (part), 1986: prior code § 3-43)

**5.08.240 - Liquor license application information.**

All applicants for liquor licenses shall provide accurate information in conjunction with their applications. Providing false information is declared to be violation of law and may be penalized accordingly. (Ord. 1-95 § 1, 1994)

**5.08.250 - Sales by clubs—Petition—Duties and restrictions.**

A. Bona fide clubs, as defined in Section 5.08.010(5), shall be licensed under a limited retail liquor license for which they shall pay a license fee of one hundred dollars annually in advance, which license fee shall be paid to the city.

B. At least fifty-one percent of the membership of a social club as defined by Section 5.08.010(5)(e), shall sign a petition indicating a desire to secure a limited retail liquor license. The form of the petition shall be prescribed by the commission and shall include the residence address of each member signing the petition. The petition shall be submitted with the initial application for a limited retail liquor license.

C. A club holding a limited retail liquor license shall not sell alcoholic or malt beverages for consumption anywhere except within the licensed premises and for consumption by its members and their accompanied guests only. It shall be the duty and obligation of the club to check and regulate sales to members and their accompanied guests to ensure that all alcoholic or malt beverages sold are consumed within the building, space or premises.

D. Any golf club as defined by Section 5.08.010(5) which holds a club limited retail liquor license may dispense alcoholic beverages from any location within the boundaries of the golf club premises. The premises shall be a single property within a contiguous boundary upon which the golf club is located and which shall be identified in the license. Any location on the golf club premises where alcoholic beverages are dispensed as approved by the licensing authority shall comply with applicable sanitation and fire hazard requirements and other applicable laws. (Amended during Supp. No. 26, 1-07; Ord. 9-05 § 2, 2005: Ord. 25-86 (part), 1986: prior code § 3-19)

**5.08.260 - Use of drive-in areas—Restrictions.**

Upon approval of the city council, a drive-in area adjacent or contiguous to the licensed room may be used by the holder of a retail liquor license for taking orders, making delivery of and receiving payment for alcoholic liquors or malt beverages under the following conditions:

A. The holder of the retail liquor license shall own the area or hold a written lease for the period for which the license was issued;

B. Repealed.

C. The area shall be well lighted and subject to inspection by the city council or its designees at any and all times;

D. No walls or screens shall interfere with observing and checking the part of the area used for orders, delivery and payment;

E. No order shall be received from, nor delivery made to, a person under twenty-one years of age or an intoxicated person in the area;

F. No part of a publicly owned sidewalk, highway, street or alley shall be used for taking orders or conducting sales;

G. Alcoholic liquor or malt beverages shall be sold and delivered in the drive-in area only in the original, unopened package, and consumption of alcoholic liquor or malt beverages in the drive-in area shall not be permitted; and

H. No retail liquor license may be renewed, granted or transferred for any establishment having what is commonly known as a "drive-up" window, door or other service area intended to allow the purchase of alcohol from a motor vehicle. However, nothing in this section shall prohibit the renewal or transfer of a license for an existing establishment having a "drive-up" window in operation prior to the effective date of the ordinance codified in this section at its current location or on adjacent and abutting real property. Should the license be transferred to a new location which is not on adjacent and abutting real property, a "drive-up" window shall not be allowed.

(Ord. No. 9-17, § 7, 6-20-2017; Ord. 20-06 § 1, 2006; Ord. 8-88 § 4, 1988; Ord. 25-86 (part), 1986: prior code § 3-34)

**5.08.270 - Use of drive-in areas—Council authority.**

The agents and officers of the city administering the liquor licenses shall determine whether traffic conditions or physical circumstances hindering law enforcement should require a decision forbidding or restricting sales or delivery in any drive-in area, recommending appropriate action to the city council. If by resolution of the city council the right of a licensee to use certain drive-in areas is forbidden or restricted, that resolution shall be complied with by the licensee.

(Ord. 25-86 (part), 1986: prior code § 3-35)

**5.08.280 - Sales by drugstores.**

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)

**5.08.290 - Resort retail license.**

The city council may issue resort retail liquor licenses to applicants who meet the requirements of Wyoming Statutes Section 12-4-401. All applicants for issuance or renewal of a resort liquor license shall comply with all applicable state statutes as they may be amended from time to time.

(Ord. 25-86 (part), 1986: prior code § 3-21) (Ord. No. 17-17, § 1, 11-7-2017)

**5.08.300 - Restaurant license issuance—Council authority.**

A. Subject to availability, restaurants may be licensed by the city council under a restaurant 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.

B. Any person holding a limited retail liquor license and otherwise qualified for a restaurant liquor license under Sections 5.08.010 and 5.08.300 through 5.08.330, may be issued a restaurant liquor license by the city council. (Ord. 33-06 § 4, 2006; Ord. 25-86 (part), 1986: prior code § 3-24)

**5.08.310 - Restaurant license—Food service requirements.**

A. An applicant for a restaurant liquor license shall satisfy the city council that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic liquor or malt beverages.

B. When renewing a restaurant liquor license, the city council shall condition renewal upon a requirement that not less than sixty percent of gross sales from the preceding twelve months' operation of a licensed restaurant be derived from food services.

C. Upon application for license renewal, a license holder shall submit an annual report to the city council on the sales of the licensed restaurant. The report shall contain the annual gross sales figures of the restaurant and shall separate the gross sales figures into two categories:

1. Food service sales; and
2. Alcoholic liquor and malt beverage sales.

D. The annual report shall be submitted upon a form approved by the city council.

(Ord. 25-86 (part), 1986: prior code § 3-25)

**5.08.320 - Restaurant licenses—Transfer.**

No restaurant liquor license shall be transferred to another location. License ownership may be transferred to a purchaser or lessee of the licensed premises with the approval of the city council.

(Ord. 33-06 § 5, 2006; Ord. 22-93 § 4, 1993: Ord. 25-86 (part), 1986: prior code § 3-26)

**5.08.330 - Restaurant license—Sale and consumption conditions.**

A. Except as provided in subsection F of this section, restaurant liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee. Except as provided in subsections B and F of this section, alcoholic or malt beverages shall be served for on-premises consumption only, in dining areas which are adequately staffed and equipped for all food services offered by the restaurant.

B. Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in one room, and one additional room if authorized by the city council upon the licensed premises separated from the dining area in which alcoholic liquor and malt beverages may be served, and in the case of a golf course upon which a restaurant liquor license is operational, at dispensing areas on the premises of the golf course as provided by subsection E hereof. No consumption of alcoholic liquor or malt beverages shall be permitted within the dispensing room or rooms, nor shall any person other than employees who are at least eighteen years of age be permitted to enter a dispensing room. If a restaurant has a dispensing room separate from the dining area which is licensed prior to February 1, 1979, for purposes of alcoholic liquor or beverage sales and consumption, the restaurant may dispense alcoholic liquor or malt beverages in the separate dispensing room under a restaurant liquor license, and any person who is at least eighteen years of age is permitted to enter the separate dispensing room.

C. No alcoholic liquor or malt beverages shall be served to an individual person unless served in conjunction with meals served to, and eaten by, the individual person. However, nothing herein provided shall prohibit the sale of alcoholic liquor or malt beverages to any person whom the licensee, his agents or employees, reasonably believe has the intention of ordering and eating a meal.

D. All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease, or at the hours specified by Section 5.08.390, if food sales and services extend beyond the hours specified therein.

E. With the approval and on the conditions imposed by the city council, any restaurant liquor licensee operating on a golf course may dispense alcoholic beverages from any location on the premises of the golf course, and such holders shall comply with all applicable sanitation and fire hazard requirements, and other applicable laws.

F. A restaurant liquor licensee may permit a patron to remove one unsealed bottle of wine for off-premises consumption provided that the patron has purchased a full course meal and consumed a portion of the bottle of wine with the meal on the restaurant premises. For purposes of this subsection the term "full course meal" shall mean a diversified selection of food which is ordinarily consumed with the use of tableware and cannot conveniently be consumed while standing or

walking. A partially consumed bottle of wine that is to be removed from the premises pursuant to this subsection shall be securely sealed by the licensee or an agent of the licensee and placed in a tamper-proof transparent bag which shall also be securely sealed prior to removal from the premises, so that it is visibly apparent that the resealed bottle of wine has not been tampered with. The licensee or agent of the licensee shall provide a dated receipt for the bottle of wine to the patron. Wine which is resealed in accordance with the provisions of this subsection shall not be deemed an open container for purposes of Section 5.08.480.

G. No restaurant liquor licensee shall promote the restaurant as a bar and/or lounge nor shall the licensee compete with a retail liquor licensee in activities other than dinner functions, including, but not limited to, dances, receptions, and other social gatherings.

(Ord. No. 9-17, § 8, 6-20-2017; Ord. 33-06 § 6, 2006; Ord. 11-05 §§ 2, 3, 2005; Ord. 9-05 § 1, 2005; Ord. 25-86 (part), 1986: prior code § 3-27)

**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: (1) in need of redevelopment; (2) officially designated as an urban renewal area; or (3) that has been identified as being under served by food and beverage services.

2. The issuance of the license will contribute to economic development goals or purposes of the city.

3. Whether the applicant will be investing in the construction of a new structure or will otherwise be materially and substantially updating a current building.

4. If the applicant's business is a new business, the number of new jobs reasonably estimated to be created, or if an existing business, the number of new or additional jobs that will reasonably be created by use of the bar and grill liquor license.

B. Bar and grill licenses shall be subject to the provisions of Sections 5.08.310 and 5.08.330(D) of this chapter to the same extent that those provisions are applicable to restaurant liquor licenses. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee except as allowed under Section 5.08.330(F) of this chapter.

C. 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. Bar and grill liquor licenses shall not be sold, transferred, or assigned by the holder.

(Ord. 33-06 § 7, 2006) (Ord. No. 1-09, § 1, 2-17-2009; Ord. No. 32-12, § 1, 12-4-2012)

**5.08.350** - Location—General conditions.

A. The principal place in which alcoholic liquor and malt beverages are sold under a retail liquor license shall be located in one building upon the premises for which the retail liquor license is issued and as approved by the licensing authority.

B. Alcoholic beverages secured in the licensed building by a server may be served only in the licensed building, and in an immediately adjacent fenced or enclosed area as approved by the city council. This area shall not be in another building.

C. The retail licensee may separate the facility for the sale of alcoholic liquor and malt beverages for off-premises consumption from the facility used to serve customers for on-premises consumption.

D. A separated facility for making sales for off-premises consumption shall be separated by a glass or other suitable partition when a connection doorway exists to permit persons to pass freely between the two facilities.

E. The licensee, an employee, or a licensed operator is to be present in the licensed building used for the selling or dispensing of malt beverages or alcoholic liquors at all times during hours of operation.

F. All licensees, other than resort licensees and limited retail licensees, are required to post signage on all exits from the licensed building stating: "No alcohol beyond this point per City of Casper Ordinance." All licensees of limited retail or resort liquor licenses shall post signage on all driveway and pathway exits from the legal boundary of the lot or lots under the ownership or lease by the licensee stating: "No alcohol beyond this point per City of Casper Ordinance."

G. No person under the age of twenty-one shall enter or remain in an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse or legal guardian who is twenty-one years of age or older. (Ord. No. 9-17, §§ 9, 10, 6-20-2017; Ord. No. 3-14, § 1, 2-4-2014; Ord. 19-95 § 1, 1995; Ord. 25-86 (part), 1986: prior code § 3-30(A))

**5.08.360 - Right of entry—Inspection.**

A. In addition to all other rights of inspection which the city may now or hereafter possess, the public safety director or the designee(s) of the public safety director are empowered to enter and inspect every place of business which is licensed or permitted by the city to sell malt or alcoholic beverages or where malt or alcoholic beverages are sold, stored or kept for the purpose of sale pursuant to a city liquor license or City-issued permit.

B. Entry for purposes of inspection pursuant to this section is authorized only during open business hours unless it is in the presence of the licensee or his agent, employee or representative, or unless the person making entry does so under court order, or the person making entry has reasonable grounds to believe that evidence of a violation of this chapter is within the place to be entered and emergency or exigent circumstances exist such that a warrantless search is allowed by law.

C. Reserved. (Ord. 19-95 § 2, 1995) (Ord. No. 9-12, § 1, 3-6-2012; Ord. No. 32-12, § 2, 12-4-2012)

**5.08.370 - Convention facilities.**

If a licensee is engaged in a business operation with convention facilities, the licensee may maintain more than one additional dispensing room under the same license fee. For purposes of this section, a convention facility shall have and maintain all of the following:

A. Motel or hotel sleeping room accommodations;

B. Restaurant facilities; and

C. Conference facilities. (Ord. 25-86 (part), 1986: prior code § 3-30(B))

**5.08.390 - Hours of sale generally—Exceptions—Designation of dates for unrestricted operation.**

A. All licensees except club licensees and satellite manufacturer's permit holding liquor licenses shall be controlled by the following schedule for operating hours:

1. A licensee may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages at six a.m. and shall cease the sale of both alcoholic liquor and malt beverages promptly at the hour of two a.m. the following day. Any portion of any building used by the licensee for the selling, serving, dispensing, or consumption of alcoholic liquors or malt beverages shall be cleared of all persons other than employees by two-thirty a.m. The licensee shall ensure that all consumption of alcoholic liquors or malt beverages has ceased by two-thirty a.m. within all areas of the licensed building, or in the case of resort licensees, within the boundary of the lot or lots under the ownership or lease by the licensee, other than in private hotel or motel rooms;
2. Clubs holding a limited retail liquor license may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages each day at nine a.m. and shall cease sales of alcoholic liquor and malt beverages promptly at the hour of two a.m. of the following day and shall clear the licensed building of all persons other than employees by two-thirty a.m. Clubs holding a limited retail liquor license may remain open past two a.m. on the morning of January 1st.
3. The hours of operating designated in subsection A of this section may be modified on no more than four days each calendar year by a resolution of the city council, designating those dates during city or county fairs, rodeos, pageants, jubilees, special holidays or similar public gatherings when all licensees may continuously operate their licensed building, or licensed resort or club premises for a period of twenty-four hours beginning at six a.m. (Ord. No. 9-17, § 12, 6-20-2017; Ord. 43-00 § 1, 2000; Ord. 24-96 § 11, 1996; Ord. 25-86 (part), 1986: prior code § 3-29)

**5.08.400 - Off-premises storage prohibited—Exception.**

A licensee shall not store alcoholic liquor or malt beverages outside of the licensed premises unless he files with the commission and the city council a written statement that he stores liquor or malt beverages in a place other than his place of business and states the exact location of the storage place. (Ord. 25-86 (part), 1986: prior code § 3-31)

**5.08.410 - Prostitution, public indecency, gambling and obscenity prohibited.**

A. No licensee or agent or employee thereof shall knowingly permit prostitution, under Section 6-4-101, Wyoming Statutes, public indecency under Section 6-4-201, Wyoming Statutes, or shall promote obscenity under Section 6-4-302, Wyoming Statutes, within any licensed building or licensed premises under this chapter.

B. Any licensee, permittee or agent or employee thereof violating subsection A of this section, or aiding, abetting or inciting any violation thereof is, in addition to other penalties provided by law, subject to the suspension or revocation of his license or permit, and the violation, aiding, abetting or inciting a violation is sufficient cause for the suspension or revocation of the license or permit. (Ord. No. 9-17, § 13, 6-20-2017; Ord. 25-86 (part), 1986: prior code § 3-33)

5.08.350 - Repealed.

**5.08.420 - Sale or gift to minors prohibited.**

A. It is declared to be illegal and a violation of this chapter for any person to sell, furnish, give or cause to be sold, furnished or given, any alcoholic liquor or malt beverage to any person under the age of twenty-one years, unless such person is his or her legal ward, medical patient or member of his or her own immediate family.

B. For the purpose of establishing the age of any person proposing to buy alcoholic liquor or malt beverages, all licensees shall demand presentation of identification as provided for in Section 5.08.440. (Ord. 8-88 § 5, 1988; Ord. 25-86 (part), 1986: prior code § 3-37)

**5.08.430 - Minors—Possession of alcohol or public intoxication.**

A. For the purpose of this section "possess" includes the consumption of, or the actual possession of alcoholic liquor or malt beverages.

B. It is declared to be illegal and a violation of this chapter for any person under the age of twenty-one years to have alcoholic liquor or malt beverages in his or her possession, or to be drunk or under the influence of alcoholic liquor or malt beverages on any street or highway or in any public place. Provided, however, this subsection does not apply to possession of alcoholic liquor or malt beverages by a person under the age of twenty-one years:

1. When making delivery of alcoholic or malt beverages pursuant to his lawful employment;
2. Who is in the physical presence of his or her parents or legal guardian;
3. Is a licensee under this title; or
4. When serving alcoholic or malt beverages pursuant to his or her employment if the person is at least eighteen years of age.

C. It is declared to be illegal for any person to attempt to commit any offense under this section. Any person convicted of such attempt is subject to fine or jail or both, which punishment may not exceed the maximum punishment prescribed for illegally possessing alcoholic liquor or malt beverages under this section. (Ord. No. 9-17, § 15, 6-20-2017; Ord. 2-95 § 1, 1994; Ord. 12-90 § 1, 1990; Ord. 8-88 § 6, 1988; Ord. 25-86 (part), 1986: prior code § 3-38)

**5.08.440 - Minors—Proof of age.**

In order to safeguard against violations of this chapter, any licensee or his agent or employee may refuse to sell or serve alcoholic liquor or malt beverages to any person who is unable to produce bona fide evidence of his or her majority and identity. Bona fide evidence of majority and identity of a person is:

A motor vehicle driver's license or valid picture identification card issued by any state, territory or possession of the United States, the District of Columbia or the Commonwealth of Puerto Rico, a permanent resident card issued by the United States citizenship and immigration services, a valid picture identification card issued to a member of the armed forces or an internationally accepted passport document with a discernible date of birth and photograph is prima facie evidence of the age and identity of a person. (Ord. 24-96 § 13, 1996: Ord. 25-86 (part), 1986: prior code § 3-39)

**5.08.450 - Minors—False proof of age.**

Any person under the age of twenty-one (21) years who attempts in any manner to purchase alcoholic or malt beverages or who falsifies any identification or uses any false identification in order to obtain alcoholic or malt beverages is guilty of a misdemeanor.

(Ord. 24-96 § 14, 1996: Ord. 8-88 § 8, 1988: Ord. 25-86 (part), 1986: prior code § 3-41)

**5.08.460 – Minors – Age violation – Defense to prosecution.**

Proof that a licensee or his employee or agent has demanded, was shown and acted in reliance upon such bona fide evidence as required in this chapter in any transaction, employment, use or permission forbidden herein is a defense to any criminal prosecution for the sale of alcoholic or malt beverages or liquor to a person under the age of twenty-one years or to any proceedings for the suspension or revocation of any liquor license based thereon.

**5.08.470 - Bottle clubs prohibited.**

A. A "bottle club" is an operation or enterprise whereby space is given or rented to any person or persons upon the premises of such operation or enterprise for the keeping or storage of alcoholic or malt beverages for consumption upon such premises or in other rooms nearby, used for consumption by the owner of the beverages or guests, the income, profits or fees of the operator of the bottle club being secured from sales or furnishing mixes, ice, food or glasses or from dues, charges, contributions, membership cards or assessments.

B. It is unlawful to operate a bottle club in the city, and any person who operates a bottle club shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than one hundred dollars for each offense. Each day of operation shall be deemed a separate offense. This subsection shall not apply to any person lawfully licensed under the liquor laws of the state or the city and operating in compliance with the law.

(Ord. 25-86 (part), 1986: prior code §§ 3-6, 3-7)

**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. However, nothing in this chapter shall be interpreted as authorizing the possession of open containers of alcoholic liquor or malt beverages in or on motor vehicles;
5. For any person or lessee of an unlicensed restaurant to permit any person to possess or consume alcoholic liquor or malt beverages from an open container within the restaurant.
6. Notwithstanding this section, a resealed bottle of wine may be transported as provided in the Restaurant License section.

B. Definitions.

1. "Certain structures" means any 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, 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 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)



**5.08.490 - Public intoxication prohibited.**

Every person within the limits of the city who is under the influence of alcohol or any drug is guilty of a misdemeanor if they are found:

A. Upon any city street, alley, or thoroughfare, or in any public or semi-public place within the city where the public has the liberty to enter and exit, or in any vehicle on public or semi-public property within the city, in such a condition that he or she is unable to exercise care for his or her own safety or the safety of others; or,

B. Interfering with, obstructing, or preventing the free use of any street, sidewalk, or other public way; or

C. Sleeping or unconscious in that condition in any public or semi-public place within the city; or,

D. Intruding upon any private premises without the consent of the owner or occupant therefore; or,

E. Turbulent, violent, menacing or disorderly to such an extent as to jeopardize persons or property or to such an extent as to menace the public peace and safety. (Ord. 25-86 (part), 1986:

prior code § 3-2) (Ord. No. 5-15, § 1, 6-2-2015)

**5.08.500 - Unlicensed structures declared a nuisance.**

Any building, house, structure, room or place, except as such is used exclusively as a dwelling, where alcoholic, spirituous, fermented, malt liquor beverage is offered for sale, exchanged for goods or in any way delivered otherwise than in consummation of a gift, which house, building, structure, room or place is not licensed under the provisions of this chapter is declared to be a nuisance. It is unlawful to maintain a nuisance as defined herein and any person who maintains such nuisance is guilty of a misdemeanor and may, upon conviction, be punished as provided by Chapter 1.28 of this code or any amendments thereto. (Ord. 25-86 (part), 1986: prior code § 3-4)

B. Anyone selling keg beer or party balls for off-premises consumption who fails to require the signing of a receipt at the time of sale is guilty of a misdemeanor. B. Anyone selling keg beer or party balls for off-premises consumption who fails to require the signing of a receipt at the time of sale is guilty of a misdemeanor.

C. Any purchaser of keg beer or party balls who knowingly provides false information on the receipt required by subsection A above shall be guilty of a misdemeanor. Such person shall be punished by a fine of not less than three hundred fifty dollars nor more than seven hundred fifty dollars for the first conviction of this section. For a second conviction of this section within twelve months, such person shall be punished by a fine of not less than five hundred dollars nor more than seven hundred fifty dollars.

D. As used in this section, "keg" means any brewery-sealed, individual container of beer having a liquid capacity of seven and one-half gallons or more. "Party ball" means any brewery-sealed container of beer having a liquid capacity of five and one-quarter gallons.

(Ord. 22-92, 1992)

**5.08.520 – Over-serving and Intoxicated Agents**

(a) All employees and agents of any business operating with a City of Casper issued liquor license, who are engaged in the selling (including door person, ID checkers and bouncers) or serving of alcoholic or malt beverages or the managing thereof, hereinafter "Alcohol Server Staff," shall successfully complete an alcohol server training program as approved by W.S. § 12-2-402, within ninety (90) days of the start of their employment. All Alcohol Server Staff shall complete any additional or further training to maintain their server training certification. Every license holder shall maintain a server training record for all Alcohol Server Staff, including their date of

hire, and proof that each has successfully completed the alcohol server training required by this section, and any additional or further training to maintain their server training certification. The City of Casper shall furnish an appropriate server training record log to maintain the records required in this section. In addition, every license holder shall keep their server training records available for review by Casper Police officials, at any time when the premises is open for business, to ensure compliance with the server training requirements of this section.

Violations of this section are subject to a graduated fine schedule, based on a calendar year. For the first violation a fine of up to \$150.00 shall be imposed; for violation 2 a fine of up to \$200.00 shall be imposed; for violation 3 a fine of up to \$250.00 shall be imposed. All violations thereafter in that same calendar year shall result in a fine of \$250.00. All violations after the first two in each calendar year shall require a representative of the licensee/permittee to appear at a regular meeting of the Casper City Council. After the third violation in a calendar year (fourth violation and each one thereafter) shall result in a seven-day suspension of the license/permit in question; the suspension may be imposed in either the calendar year of the violations and depending upon the timing of the violations (some may not get to court or be decided during the year of violation) in the subsequent calendar year. No more than one violation per licensee/permittee may be issued per inspection and not more than one failed inspection can be conducted per week per licensee/permittee.

(b) It shall be unlawful for any employee or agent of a licensed establishment, other than stated herein, to be present on the licensed premises while intoxicated and while acting in any capacity, or purporting to act, as an agent of the licensee or permit holder; an employee or agent for purposes of this Section shall not mean or include: A proprietor, a general partnership's partners, a corporation's president, a limited liability company's member(s) or a limited general partner.

#### **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 (\$750.00) fine for each offense, 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 (5) business days of its issuance.

#### **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 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.

#### **5.08.540 – Council Hearing and Appeal of Suspension or Revocation**

If it appears to the city council that there are concerns that a suspension or revocation of a license may be appropriate, the licensee shall be afforded an opportunity for hearing before the city council. The purpose of such hearing is to allow the licensee to provide information demonstrating that such action is not warranted. Notice of such hearing shall precede consideration of the matter by at least ten days, shall be served personally or by mail to the address of the licensee listed on the licensee's most recent liquor license application to the city, and shall include a statement:

1. That it appears to the city council that there are concerns that a suspension and/or revocation of the licensee's license may be appropriate;
2. Summarizing the nature and date(s) of the incidents resulting in the concern(s);
3. That a hearing on the subject has been scheduled before the city council, and further informing the licensee of the time and place of the hearing; and
4. That the purpose of the hearing is to allow the licensee to offer corrections and/or contest the information before council which has given rise to the concern(s).

A. At a hearing, a licensee may appear in person or through counsel. A licensee will be given an opportunity to present evidence and argument on the relevant issue. Evidence relied on shall consist of information commonly relied upon by reasonably prudent people in the conduct of their serious affairs. Irrelevant, immaterial or unduly repetitious evidence shall be excluded. A record shall be made of the proceeding and shall include the following:

1. All notices and intermediate rulings;
2. Evidence received or considered by the city council including information officially noticed and received from the municipal court;
3. Questions and offers of proof, objections and rulings thereon;
4. Any proposed findings and exceptions thereto; and
5. Any opinion, findings, decision or order of the city council and any report by any hearing officer.

B. Nothing shall preclude the city council from appointing one or more hearing examiners or officers to conduct any hearing called for by this section for the purpose of assembling a record for subsequent consideration by the city council. If a hearing examiner is appointed, the council shall direct the examiner to forward the record of the hearing to the council either with or without proposed findings of fact and conclusions of law, and with or without the opinion/recommendation of the examiner.

C. Following the hearing described in this section, and based upon the information considered and received at such hearing, and the sanctions described, the city council shall:

1. Order the suspension of the license in question;
2. Authorize the city attorney to prepare and file with the district court a petition to revoke the licensee's license; or
3. Find that suspension or revocation is not required by the terms of this section;

4. Place conditions upon the license and licensee which shall address concerns of the Council which exist after the hearing.

City council decisions shall be in writing, shall be supported by findings of fact and conclusions of law, and shall be delivered to the licensee in interest either personally or by mail at the address listed on the licensee's most recent liquor license application to the city.

D. The city council's action suspending a licensee shall be subject to review in the district court in accordance with the procedural rules heretofore or hereinafter adopted by the Wyoming Supreme Court concerning the review of administrative actions. Filing an appeal as provided in such rules, stays enforcement of the suspension decision pending final order on the appeal. The city council's action may be set aside by the district court if it finds the action to be:

1. Arbitrary, capricious, or otherwise not in accordance with law;
2. Without observance of the procedure required by law; or
3. Unsupported by substantial evidence.

E. If a license is revoked, except as provided in Wyoming Statutes Section 12-7-201(d) concerning the expiration of a licensee while a revocation order is under appeal, the holder of such revoked license shall not be eligible to apply for a new license for a period of twelve months from the date of revocation.

This Ordinance shall be effective May 5, 2019.

PASSED on 1<sup>st</sup> reading the 22<sup>nd</sup> day of January, 2019.

PASSED on 2<sup>nd</sup> reading the 5<sup>th</sup> day of February, 2019.

PASSED, APPROVED, AND ADOPTED on third and final reading the 5<sup>th</sup> day of March, 2019.

Councilmember Walsh presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Freel. Michael Reid, 1615 Luker, addressed Council to request additional time for the initial training of all servers and informing Council on the intent to get servers trained. Council discussed how to amend the ordinance to provide additional time for the initial training period. City Attorney Henley recommended moving the effective date to May 5<sup>th</sup>, at which point businesses would then have ninety (90) days to complete the necessary training. Mr. Reid also asked if the City would be sending written notice of the ordinance changes. City Manager Napier indicated that notice would be sent. Councilmember Bates asked Mr. Reid his opinion on the server training, which he addressed. Also addressing the Council were: Matt Galloway, representing the Natrona County Liquor Dealers, requesting that information be provided to all liquor license holders regarding the ordinance changes; and Keith Goodenough, 333 S. Socony, urging Council to look into the drop in ridership through the Topsy Taxi program, and asking for a limousine ordinance with an open container exception. Pat Sweeney, 951 N. Kimball, expressed concerns about the training of servers and also about the compliance of big box liquor license holders to the ordinance changes. Councilmembers asked for Mr. **Sweeney's opinion on** several matters, which he addressed. In addition, Jacquie Anderson, 116 ½ E. 2<sup>nd</sup>, addressed Council regarding server training compliance by City-owned facilities and inquiring about the permitting of alcohol related events at the David Street Station. Mayor Powell indicated that the David Street Station took out temporary permits for specific events held there. Moved by Councilmember Freel to amend the ordinance to include a new paragraph on the selling or dispensing of malt beverages pursuant to a malt beverage catering permit and the server requirements involved, as well as the penalty for a violation. Seconded by Councilmember Bates. Councilmembers made statements regarding the amendment. Councilmember Johnson voted nay. Motion to

amend the ordinance passed. Moved by Councilmember Freel to amend the ordinance to strike subsection c within 5.08.520. Seconded by Councilmember Hopkins. **Councilmember Huber asked if the language being stricken, “obviously impaired”, was referenced in any other sections.** City Attorney Henley indicated that this was the only place the language occurred. Motion to amend passed. City Attorney Henley requested that Council consider the language needed to change the effective date of the ordinance, to allow adequate time for server training. Councilmember Walsh moved to amend the ordinance making May 5, 2019 the effective date. Seconded by Councilmember Freel. Motion to amend passed. Council then voted on the ordinance, on third reading, as amended three times. Councilmember Johnson voted nay. Motion passed.

#### 13.A ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 5-19  
AN ORDINANCE AMENDING CHAPTER 10 OF THE CASPER  
MUNICIPAL CODE PERTAINING TO ABANDONED  
VEHICLES.

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

#### 13.B ORDINANCE— SECOND READING

Following ordinance read:

ORDINANCE NO. 6-19  
AN ORDINANCE ADOPTING AND APPROVING THE RIGHT-  
OF-WAY SMALL WIRELESS FACILITY IMPLEMENTATION  
COST STUDY AND FEE STRUCTURE DEVELOPMENT  
REPORT; AND, THE SMALL WIRELESS FACILITIES  
RECOMMENDED REQUIREMENTS.

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

#### 14. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 19-31  
A RESOLUTION AUTHORIZING A PROCUREMENT  
AGREEMENT WITH WATER TECHNOLOGY GROUP FOR  
TWO FLYGT SUBMERSIBLE WASTEWATER PUMPS FOR  
USE AT THE BAR NUNN #1 AND #2 LIFT STATIONS.

RESOLUTION NO. 19-32

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH TRIHYDRO CORPORATION FOR CONDUCTING PHASE I AND PHASE II ENVIRONMENTAL SITE ASSESSMENTS IN THE OLD YELLOWSTONE DISTRICT.

RESOLUTION NO. 19-33

A RESOLUTION AUTHORIZING SUBMISSION OF A PRE - APPLICATION FORM TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING FUND ON BEHALF OF THE GOVERNING BODY OF THE CITY OF CASPER FOR THE PURPOSE OF THE NORTH PLATTE SANITARY SEWER REHABILITATION PROJECT.

RESOLUTION NO. 19-34

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH BLACK HILLS ENERGY TO INSTALL BURIED GAS LINES WITHIN CITY-OWNED PROPERTY.

RESOLUTION NO. 19-35

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, FOR 29TH STREET IMPROVEMENTS, PROJECT NO. 18-080.

RESOLUTION NO. 19-36

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC. FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR THE 1ST STREET AND POPLAR STREET UTILITY IMPROVEMENTS, PROJECT NO. 17-092.

RESOLUTION NO. 19-37

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH ROCKY MOUNTAIN POWER FOR THE CY BOOSTER STATION REPLACEMENT, PROJECT NO. 16-024.

RESOLUTION NO. 19-38

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING & CONSTRUCTION, LLC, FOR THE WILSON STREET SANITARY SEWER REPLACEMENT, PROJECT NO. 18-099.

RESOLUTION NO. 19-39  
A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
LIMMER ROOFING, INC., FOR THE 2019 ROOF  
REPLACEMENTS, PROJECT NO. 18-092.

RESOLUTION NO. 19-40  
A RESOLUTION REJECTING PROPOSALS IN RESPONSE  
TO THE REQUEST FOR PROPOSAL (RFP) ON THE  
FORMER PLAINS FURNITURE BLOCK PROPERTIES, AND  
DIRECTING STAFF TO RESUBMIT THE RFP ON SAID  
PROPERTIES.

Councilmember Walsh presented the foregoing ten (10) resolutions for adoption. Seconded by Councilmember Bates. Councilmember Freel abstained from voting on Resolution No. 19-40. Motion passed.

15. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmembers spoke briefly on meetings and events they attended.

16. ADJOURN INTO EXECUTIVE SESSION

At 7:35 p.m., it was moved Councilmember Walsh, seconded by Councilmember Freel, to adjourn into executive session to discuss a donation. City Attorney Henley indicated that if Council would like to ratify the donation being discussed in the Executive Session, they may wish to do so when following the closing of the Executive Session. Motion passed. Council moved into the Council meeting room. At 7:42 p.m., it was moved by Vice Mayor Johnson, seconded by Councilmember Walsh, to adjourn the executive session. Council returned to the Council Chambers. Upon reconvening for the regular session, it was disclosed that acquisition of the Tripeny Drug Store Collection for display at Fort Caspar has been discussed. It was moved by Councilmember Walsh and seconded by Councilmember Huber that the collection should be acquired for display at Fort Caspar; the language of the proposed acquisition was approved and ratified. All voting aye.

17. ADJOURNMENT

At 7:44 p.m., it was moved by Councilmember Pacheco, seconded by Councilmember Bates, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Charles Powell  
Mayor

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

## A.M.B.I. & SHIPPING, INC.

19-02-294 POSTAGE	\$13.95
<b>Subtotal for Cost Center Balefill:</b>	<b>\$13.95</b>
19-02-293 POSTAGE	\$29.76
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$29.76</b>
19-02-297 POSTAGE	\$790.15
<b>Subtotal for Cost Center Finance:</b>	<b>\$790.15</b>
19-02-298 POSTAGE	\$12.74
<b>Subtotal for Cost Center Fire:</b>	<b>\$12.74</b>
19-02-300 POSTAGE	\$19.00
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$19.00</b>
19-01-593 POSTAGE & SHIPPING	\$64.80
18-12-476 POSTAGE & SHIPPING	\$134.43
18-11-412 POSTAGE & SHIPPING	\$112.74
<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$311.97</b>
19-02-304 POSTAGE	\$62.05
<b>Subtotal for Cost Center Parks:</b>	<b>\$62.05</b>
19-02-307 POSTAGE	\$231.48
<b>Subtotal for Cost Center Police:</b>	<b>\$231.48</b>
18-10-531 POSTAGE	\$2.64
<b>Subtotal for Cost Center Recreation:</b>	<b>\$2.64</b>
19-02-306 POSTAGE	\$12.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$12.00</b>
<b>Vendor Subtotal:</b>	<b>\$1,485.74</b>

## AAA LANDSCAPING

17336 CLEANING & DISPOSAL	\$420.00
<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$420.00</b>
<b>Vendor Subtotal:</b>	<b>\$420.00</b>

## ALYSSA BAEDKE

053392 CLOTHING REIMBURSEMENT	\$26.25
RIN0029252 TRAVEL REIMBURSEMENT	\$30.00
<b>Subtotal for Cost Center Police:</b>	<b>\$56.25</b>



# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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<b>Vendor Subtotal:</b>	<b>\$56.25</b>
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**ANDREEN HUNT  
CONSTRUCTION, INC.**

3990 15-083 LOWER EASTDALE CR CHANN	\$91,462.00
3990 RETAINAGE	-\$455.00
<b>Subtotal for Cost Center Sewer:</b>	<b>\$91,007.00</b>

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<b>Vendor Subtotal:</b>	<b>\$91,007.00</b>
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**ARCADIS U.S., INC.**

0952114 ENGINEERING SERVICES FOR WWTP	\$3,552.00
0958912 ENGINEERING SERVICES FOR WWTP	\$8,176.40
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$11,728.40</b>

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<b>Vendor Subtotal:</b>	<b>\$11,728.40</b>
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**ARROWHEAD HEATING &  
AIR CONDITIONING**

72387 REPAIR HEATER AT SCALE HOUSE	\$552.50
<b>Subtotal for Cost Center Balefill:</b>	<b>\$552.50</b>

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<b>Vendor Subtotal:</b>	<b>\$552.50</b>
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**BACCA, MEGAN**

RIN0029369 UTILITY REFUND	\$32.04
<b>Subtotal for Cost Center Water:</b>	<b>\$32.04</b>

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<b>Vendor Subtotal:</b>	<b>\$32.04</b>
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**BIG WEST LANDSCAPING LLC**

176 #18-058 HERITAGE HILLS RECLAMA	\$400.00
<b>Subtotal for Cost Center Engineering:</b>	<b>\$400.00</b>

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<b>Vendor Subtotal:</b>	<b>\$400.00</b>
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**BURA HOLLENBACK**

RIN0029368 UTILITY REFUND	\$23.53
<b>Subtotal for Cost Center Water:</b>	<b>\$23.53</b>

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<b>Vendor Subtotal:</b>	<b>\$23.53</b>
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**CASELLE, INC.**

93805 CONTRACT SUPPORT MAINTENANCE	\$75.00
<b>Subtotal for Cost Center Finance:</b>	<b>\$75.00</b>

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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<b>Vendor Subtotal:</b>	<b>\$75.00</b>
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## CASPER ELECTRIC, INC.

47512 OTHER CONTRACTUAL	\$744.00
47511 OTHER CONTRACTUAL	\$790.00
<b>Subtotal for Cost Center Balefill:</b>	<b>\$1,534.00</b>

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<b>Vendor Subtotal:</b>	<b>\$1,534.00</b>
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## CASPER POLICE DEPARTMENT

RIN0029357 LEGAL/MEDICAL	\$94.16
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$94.16</b>

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<b>Vendor Subtotal:</b>	<b>\$94.16</b>
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## CASPER PUBLIC UTILITIES

RIN0029336 SANITATION	\$119.50
RIN0029336 SEWER	\$24.56
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$144.06</b>

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<b>Vendor Subtotal:</b>	<b>\$144.06</b>
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## CDW GOVERNMENT, INC.

QKK9155 CITRIX LICENSES	\$1,512.85
<b>Subtotal for Cost Center Police:</b>	<b>\$1,512.85</b>

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<b>Vendor Subtotal:</b>	<b>\$1,512.85</b>
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## CENTRAL WY. REGIONAL WATER

172320 WATER USAGE FEB 2019	\$245,805.14
172258 FEB 2019 SYSTM INVESTMENT CHG	\$1,869.00
<b>Subtotal for Cost Center Water:</b>	<b>\$247,674.14</b>

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<b>Vendor Subtotal:</b>	<b>\$247,674.14</b>
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## CENTURYLINK

RIN0029355 PHONE USE	\$107.32
<b>Subtotal for Cost Center Balefill:</b>	<b>\$107.32</b>

RIN0029364 PHONE USE	\$34.91
<b>Subtotal for Cost Center City Hall:</b>	<b>\$34.91</b>

RIN0029365 PHONE USE	\$300.80
RIN0029337 SERVICES	\$491.62
RIN0029347 PHONE USE	\$10,964.07

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

RIN0029346 PHONE USE	\$230.76
<b>Subtotal for Cost Center Communications Center:</b>	<b>\$11,987.25</b>
AP000132022219 PHONE USE	\$438.92
AP000143021519 PHONE USE	\$22.74
RIN0029350 PHONE USE	\$39.68
<b>Subtotal for Cost Center Finance:</b>	<b>\$501.34</b>
RIN0029348 PHONE USE	\$1,247.84
<b>Subtotal for Cost Center Fire:</b>	<b>\$1,247.84</b>
RIN0029344 PHONE USE	\$38.89
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$38.89</b>
RIN0029349 PHONE USE	\$38.91
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$38.91</b>
RIN0029343 PHONE USE	\$126.10
<b>Subtotal for Cost Center Parking:</b>	<b>\$126.10</b>
RIN0029362 PHONE USE	\$122.03
RIN0029363 PHONE USE	\$46.79
<b>Subtotal for Cost Center Parks:</b>	<b>\$168.82</b>
RIN0029341 PHONE USE	\$358.68
<b>Subtotal for Cost Center Police:</b>	<b>\$358.68</b>
RIN0029331 PHONE USE	\$42.54
<b>Subtotal for Cost Center Sewer:</b>	<b>\$42.54</b>
RIN0029342 PHONE USE	\$160.80
<b>Subtotal for Cost Center Streets:</b>	<b>\$160.80</b>
RIN0029361 PHONE USE	\$1,779.65
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$1,779.65</b>
RIN0029351 PHONE USE	\$57.67
RIN0029366 PHONE USE	\$195.24
RIN0029345 PHONE USE	\$38.89
<b>Subtotal for Cost Center Water:</b>	<b>\$291.80</b>
<b>Vendor Subtotal:</b>	<b>\$16,884.85</b>

CITY OF CASPER - BALEFILL

1337/172303 STREET SWEEPING \$2,266.00

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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Subtotal for Cost Center Balefill:	\$2,266.00
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525/172396 BALEFILL	\$15.00
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525/172236 BALEFILL	\$15.00
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Subtotal for Cost Center Hogadon:	\$30.00
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2772/172373 BALEFILL	\$5,369.23
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2772/172398 BALEFILL	\$5,161.66
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172214 BALEFILL	\$5,577.67
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2772/171914 BALEFILL	\$4,471.06
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2772/172343-353 BALEFILL	\$5,578.16
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2772/172294 BALEFILL	\$4,488.21
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2772/172255 BALEFILL	\$4,802.30
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2772/172238 BALEFILL	\$5,328.26
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Subtotal for Cost Center Refuse Collection:	\$40,776.55
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1276/172395 BALEFILL	\$136.22
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1276/172341 BALEFILL	\$96.53
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1276/172235 BALEFILL	\$114.17
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Subtotal for Cost Center Waste Water:	\$346.92
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Vendor Subtotal:	\$43,419.47
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## CIVIL ENGINEERING PROFESSIONALS, INC.

18-050-01 #18-060 N BEVERLY ST IMPROVEME	\$24,667.25
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Subtotal for Cost Center Streets:	\$24,667.25
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17-045-15 CY BOOSTER STATION PROFESSIONA	\$2,817.35
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17-045-15 CY BOOSTER STATION PROFESSIONA	\$1,387.65
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Subtotal for Cost Center Water:	\$4,205.00
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Vendor Subtotal:	\$28,872.25
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## CJ CROWE

RIN0029329 CLOTHING ALLOWANCE	\$75.00
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Subtotal for Cost Center Refuse Collection:	\$75.00
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Vendor Subtotal:	\$75.00
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## COBAN TECH. INC.

19141 COBAN EQUIPMENT	\$1,064.00
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19101 COBAN EQUIPMENT	\$1,064.00
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19492 COBAN EQUIPMENT	\$750.00
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Subtotal for Cost Center Police:	\$2,878.00
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# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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<b>Vendor Subtotal:</b>	<b>\$2,878.00</b>
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## COLLECTION CENTER INC.

974300000357 COLLECTION	\$33.60
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<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$33.60</b>
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974300000357 COLLECTION	\$661.20
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<b>Subtotal for Cost Center Recreation:</b>	<b>\$661.20</b>
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972000000437 COLLECTION FEE	\$120.03
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<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$120.03</b>
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972000000437 COLLECTION FEE	\$91.22
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<b>Subtotal for Cost Center Sewer:</b>	<b>\$91.22</b>
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972000000437 COLLECTION FEE	\$268.87
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<b>Subtotal for Cost Center Water:</b>	<b>\$268.87</b>
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<b>Vendor Subtotal:</b>	<b>\$1,174.92</b>
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## COMMUNICATION TECHNOLOGIES, INC.

85024 REPAIR SERVICES	\$51.50
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85015 REPAIRS TO UNIT 227	\$103.00
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45017 REPAIR TO UNIT 268	\$51.50
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84976 REPAIR TO UNIT 283	\$51.50
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84920 REPAIR TO UNIT 219	\$103.00
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84987 REPAIR TO UNIT 249	\$206.00
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85014 REPAIR SEPARATOR	\$211.50
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<b>Subtotal for Cost Center Police:</b>	<b>\$778.00</b>
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<b>Vendor Subtotal:</b>	<b>\$778.00</b>
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## COMTRONIX, INC.

20059653 QRTLTY FIRE ALARM SYSTM MONITOR	\$732.00
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<b>Subtotal for Cost Center Balefill:</b>	<b>\$732.00</b>
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<b>Vendor Subtotal:</b>	<b>\$732.00</b>
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## CRIME SCENE INFORMATION

157-12-084 CRIMESTOPPERS LINE	\$109.87
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<b>Subtotal for Cost Center Police:</b>	<b>\$109.87</b>
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<b>Vendor Subtotal:</b>	<b>\$109.87</b>
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# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

DAVID JORDAN	RIN0029374 CLOTHING ALLOWANCE	\$62.84
	Subtotal for Cost Center Balefill:	\$62.84
	Vendor Subtotal:	\$62.84
DAVIDSON FIXED INCOME MGMT.	2019-2CASPER FEB MGMT FEES	\$4,054.53
	Subtotal for Cost Center Finance:	\$4,054.53
	Vendor Subtotal:	\$4,054.53
DELL MARKETING LP	10302329450 TECHNOLOGIES REPLACEMENT	\$111.41
	10302268084 TECHNOLOGIES REPLACEMENT	\$1,140.24
	Subtotal for Cost Center City Attorney:	\$1,251.65
	Vendor Subtotal:	\$1,251.65
DESERT MTN. CORP.	18-64747C CREDIT FOR BILLING ERROR	-\$12.55
	18-64748 ICE SLICER	\$5,322.32
	18-64755 ICE SLICER	\$4,397.65
	18-64752 ICE SLICER	\$4,434.14
	18-64751 ICE SLICER	\$5,217.50
	18-64750 ICE SLICER	\$4,448.92
	18-64749 ICE SLICER	\$5,318.28
	18-64753 ICE SLICER	\$4,330.68
	Subtotal for Cost Center Streets:	\$33,456.94
	Vendor Subtotal:	\$33,456.94
DIANA RUIZ	RIN0029374 INTERPRETER	\$40.00
	RIN0029375 INTERPRETER	\$25.00
	Subtotal for Cost Center Municipal Court:	\$65.00
	Vendor Subtotal:	\$65.00
DPC INDUSTRIES, INC.	737000594-19 CHEMICALS	\$7,064.48
	Subtotal for Cost Center Water Treatment Plant:	\$7,064.48
	Vendor Subtotal:	\$7,064.48

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

<b>ECONOLITE CONTROL PRODUCTS, INC.</b>	148278 SUPPLIES	\$19,645.60
	<b>Subtotal for Cost Center Streets:</b>	<b>\$19,645.60</b>
	<b>Vendor Subtotal:</b>	<b>\$19,645.60</b>
<b>ENGINEERING DESIGN ASSOCIATES</b>	10783 LIFE STEPS FIRE SPRINKLER	\$500.00
	<b>Subtotal for Cost Center CDBG:</b>	<b>\$500.00</b>
	<b>Vendor Subtotal:</b>	<b>\$500.00</b>
<b>ENVISION ELECTRIC INC</b>	6320 INVENTORY BLDG LIGHTING	\$10,125.00
	6321 INVENTORY BLDG LIGHTING	\$5,610.00
	<b>Subtotal for Cost Center Water:</b>	<b>\$15,735.00</b>
	<b>Vendor Subtotal:</b>	<b>\$15,735.00</b>
<b>FIRST DATA MERCHANT SVCS CORP.</b>	REMI1379842 CREDIT CARD FEES	\$2,900.70
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$2,900.70</b>
	REMI1379844 CREDIT CARD FEES	\$273.53
	<b>Subtotal for Cost Center Code Enforcement:</b>	<b>\$273.53</b>
	REMI1379837 JANUARY 2019 SERVICES	\$1,746.24
	<b>Subtotal for Cost Center Finance:</b>	<b>\$1,746.24</b>
	REMI1379838 JANUARY 2019 SERVICES	\$14.68
	<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$14.68</b>
	REMI1379841 CREDIT CARD FEES	\$183.81
	REMI1367954 CREDIT CARD FEES	\$186.58
	<b>Subtotal for Cost Center Municipal Court:</b>	<b>\$370.39</b>
	REMI1379843 CREDIT CARD MACHINE FEES	\$53.86
	<b>Subtotal for Cost Center Police:</b>	<b>\$53.86</b>
	<b>Vendor Subtotal:</b>	<b>\$5,359.40</b>
<b>FIRST INTERSTATE BANK</b>	RIN0029340 OPERATING SUPPLIES	\$57.60
	<b>Subtotal for Cost Center Balefill:</b>	<b>\$57.60</b>
	RIN0029372 FEB 2019 SERVICE CHARGES	\$6.38

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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Subtotal for Cost Center Finance:	\$6.38
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RIN0029333 CHECKS- METRO	\$164.04
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Subtotal for Cost Center Metro Animal:	\$164.04
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RIN0029377 OTHER CONTRACTUAL	\$101.37
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RIN0029376A OTHER CONTRACTUAL	\$135.25
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Subtotal for Cost Center Municipal Court:	\$236.62
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Vendor Subtotal:	\$464.64
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## FIVE TRAILS ROTARY CLUB

103741 ASSOCIATION DUES FOR FIVE TRAI	\$700.00
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Subtotal for Cost Center City Clerk:	\$700.00
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Vendor Subtotal:	\$700.00
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## GLOBAL SPECTRUM L.P.

7f24aae98o COC EVENT MONSTER TRUCKS	\$367.01
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851415baf6 ORDER FEE INCOME FEB 2019	\$6,727.00
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851415baf6 ATM DOLLARS WITHDRAWN FEB 2019	\$33,220.00
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f1a414eb7c COC EVENT WHSAA HS STATE 1A2A	\$70,853.96
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Subtotal for Cost Center Casper Events Center:	\$111,167.97
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RIN0029387 PD AWARD CEREMONY	\$514.80
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Subtotal for Cost Center Police:	\$514.80
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Vendor Subtotal:	\$111,682.77
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## GLORIA MONROE

RIN0029319 POOL REFUND	\$375.00
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Subtotal for Cost Center Aquatics:	\$375.00
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Vendor Subtotal:	\$375.00
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## GOLDER ASSOCIATES

538594 5-YEAR CLOSED BALEFIL	\$3,866.68
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538594 5-YEAR CLOSED BALEFILL	\$2,577.79
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538688 ENIGNEERING SERVICES	\$685.00
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Subtotal for Cost Center Balefill:	\$7,129.47
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Vendor Subtotal:	\$7,129.47
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## GSG ARCHITECTURE

17625 DESIGN & CONST ADMIN FOR FIRE	\$15,078.21
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# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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Subtotal for Cost Center Fire:	\$15,078.21
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Vendor Subtotal:	<hr/> \$15,078.21
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## GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.

309 PRE-EMPLOYMENT POLYGRAPH	\$200.00
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Subtotal for Cost Center Fire:	\$200.00
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Vendor Subtotal:	<hr/> \$200.00
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## HDR ENGINEERING, INC.

1200175268 WATER RIGHTS & SUPPLY ANALYSIS	\$7,147.27
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Subtotal for Cost Center Water:	\$7,147.27
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Vendor Subtotal:	<hr/> \$7,147.27
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## HITEK COMMUNICATIONS

2831 REPAIRS	\$109.50
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Subtotal for Cost Center Balefill:	\$109.50
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Vendor Subtotal:	<hr/> \$109.50
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## HOMAX OIL SALES, INC.

0450144-IN OPERATING SUPPLIES	\$1,025.60
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0450359-IN SUPPLIES	\$1,125.00
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Subtotal for Cost Center Balefill:	\$2,150.60
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0446443-IN STOCK	\$990.00
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0446269-IN STOCK 01/F1	\$13,550.73
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0446268-IN STOCK 02/F2	\$19,931.74
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Subtotal for Cost Center Fleet Maintenance:	\$34,472.47
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Vendor Subtotal:	<hr/> \$36,623.07
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## INDUSTRIAL CONTAINER SERVICES - CO, LLC.

55771245 OTHER CONTRACTUAL- HHHW DRUMS	\$4,104.89
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Subtotal for Cost Center Balefill:	\$4,104.89
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Vendor Subtotal:	<hr/> \$4,104.89
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## INSTALLATION & SVC. CO.

269372 RETAINAGE	-\$8,498.58
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Subtotal for Cost Center Capital Projects - Police:	-\$8,498.58
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269372 #17-065 SHOOTING RANGE ADDN.	\$91,238.00
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# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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Subtotal for Cost Center Police:	\$91,238.00
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Vendor Subtotal:	<hr/> \$82,739.42
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## ISC, INC/VENTURE TECHNOLOGIES

SIN028416 PURCHASE	\$25,060.62
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Subtotal for Cost Center Information Technology:	\$25,060.62
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Vendor Subtotal:	<hr/> \$25,060.62
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## KNIFE RIVER/JTL

187535 W BASE	\$163.35
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Subtotal for Cost Center Streets:	\$163.35
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Vendor Subtotal:	<hr/> \$163.35
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## KUBWATER RESOURCES, INC

08398 OPERATING SUPPLIES	\$5,398.90
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Subtotal for Cost Center Waste Water:	\$5,398.90
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Vendor Subtotal:	<hr/> \$5,398.90
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## LAW OFFICE OF HAMPTON M YOUNG JR PC

0119-05 PUBLIC DEFENDER CONTRACT	\$1,350.00
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Subtotal for Cost Center City Manager:	\$1,350.00
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Vendor Subtotal:	<hr/> \$1,350.00
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## LISA'S SPIC N SPAN

391590 CLEANING	\$420.00
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Subtotal for Cost Center Balefill:	\$420.00
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Vendor Subtotal:	<hr/> \$420.00
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## LONG BUILDING TECHNOLOGIES

JC135484 Gallagher Door Maint. Feb. 201	\$691.90
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Subtotal for Cost Center Balefill:	\$691.90
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JC135484 Gallagher Door Maint. Feb. 201	\$53.22
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Subtotal for Cost Center Buildings & Structures:	\$53.22
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JC135484 Gallagher Door Maint. Feb. 201	\$266.11
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Subtotal for Cost Center Communications Center:	\$266.11
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JC135484 Gallagher Door Maint. Feb. 201	\$266.11
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# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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Subtotal for Cost Center Fleet Maintenance:	\$266.11
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JC135484 Gallagher Door Maint. Feb. 201	\$53.22
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Subtotal for Cost Center Ice Arena:	\$53.22
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JC135484 Gallagher Door Maint. Feb. 201	\$159.67
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Subtotal for Cost Center Information Services:	\$159.67
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JC135484 Gallagher Door Maint. Feb. 201	\$585.44
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Subtotal for Cost Center Police:	\$585.44
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JC135484 Gallagher Door Maint. Feb. 201	\$106.44
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Subtotal for Cost Center Recreation:	\$106.44
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JC135484 Gallagher Door Maint. Feb. 201	\$53.22
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Subtotal for Cost Center Waste Water:	\$53.22
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JC135484 Gallagher Door Maint. Feb. 201	\$159.67
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SRVCE0096291 SYSTEM TRAINING IN HEAT PRGRM	\$224.20
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SRVCE0096338 REPAIR HVAC SYSTEM	\$493.24
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Subtotal for Cost Center Water Treatment Plant:	\$877.11
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Vendor Subtotal:	<hr/> \$3,112.44
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## LOWER & CO.

RIN0029360 PROJECT 18-010	\$1,000.00
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Subtotal for Cost Center Parks:	\$1,000.00
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Vendor Subtotal:	<hr/> \$1,000.00
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## MARJORIE ANDERSON

RIN0029358 EXCEL CLASSES	\$550.00
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Subtotal for Cost Center Police:	\$550.00
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Vendor Subtotal:	<hr/> \$550.00
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## MIKE DAY

RIN0029308 TRAINING	\$348.72
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Subtotal for Cost Center Water:	\$348.72
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Vendor Subtotal:	<hr/> \$348.72
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## MOTHER SETON HOUSING, INC.

02.28-2019 ORPHANED CAP FUNDING	\$2,034.39
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Subtotal for Cost Center Capital Projects - City Mgr:	\$2,034.39
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# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

ITEM

<b>Vendor Subtotal:</b>	<b>\$2,034.39</b>
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## MOTOROLA SOLUTIONS

8230216527 SERVICES	\$3,725.99
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<b>Subtotal for Cost Center Communications Center:</b>	<b>\$3,725.99</b>
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<b>Vendor Subtotal:</b>	<b>\$3,725.99</b>
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## MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

RIN0029352 ETHERNET CHARGES	\$503.73
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<b>Subtotal for Cost Center Communications Center:</b>	<b>\$503.73</b>
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AP000179030119 METRO ETHERNET CHARGES	\$1,003.55
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<b>Subtotal for Cost Center Finance:</b>	<b>\$1,003.55</b>
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<b>Vendor Subtotal:</b>	<b>\$1,507.28</b>
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## NALCO CHEMICAL CO.

67692455 OPERATING SUPPLIES	\$16,330.32
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<b>Subtotal for Cost Center Waste Water:</b>	<b>\$16,330.32</b>
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<b>Vendor Subtotal:</b>	<b>\$16,330.32</b>
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## NAPA AUTO PARTS CORP.

RIN0029321 CONSUMABLES	\$1,480.69
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RIN0029321 BLDG SUPPLIES	\$103.12
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RIN0029321 SMALL TOOLS	\$291.09
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RIN0029321 VEHICLE SUPPLIES DEC 2018	\$68,598.95
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RIN0029321 VEHICLE SUPPLIES JAN 2019	\$62,531.75
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RIN0029321 IBS EXPENSE CHRG	\$14,903.10
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RIN0029321 IBS EXPENSE CHRG	\$11,675.99
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<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$159,584.69</b>
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<b>Vendor Subtotal:</b>	<b>\$159,584.69</b>
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## NATRONA COUNTY - SHERIFFS' OFFICE

3446 ADULT PRISONER CARE JAN 19	\$108,720.15
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<b>Subtotal for Cost Center Police:</b>	<b>\$108,720.15</b>
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<b>Vendor Subtotal:</b>	<b>\$108,720.15</b>
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## NELSON/NYGAARD CONSULTING ASSOCIATES

73822A MOP 18-02 LONG RANGE	\$586.58
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73822A MOP 18-02 LONG RANGE	\$5,581.45
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# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

## CONSULTING ASSOCIATES, INC.

74070 MOP 18-02 LONG RANGE	\$3,183.63
74070 MOP 18-02 LONG RANGE	\$30,293.00
74298 MOP 18-02 LONG RANGE	\$987.55
74298 MOP 18-02 LONG RANGE	\$9,396.76
<b>Subtotal for Cost Center Metropolitan Planning:</b>	<b>\$50,028.97</b>

<b>Vendor Subtotal:</b>	<b>\$50,028.97</b>
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## NICOLAYSEN ART MUSEUM

RIN0029353 ONE CENT FUNDING	\$43,508.54
<b>Subtotal for Cost Center Capital Projects - City Mgr:</b>	<b>\$43,508.54</b>

<b>Vendor Subtotal:</b>	<b>\$43,508.54</b>
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## P-CARD VENDORS

00084000 POWER SYSTEMS - Purchase	\$376.63
00084663 GRAINGER - Purchase	\$37.09
00084953 WM SUPERCENTER #3778 - Purchas	\$54.58
00085167 NORCO INC - Purchase	\$121.05
00085073 HAWKINS INC - Purchase	\$69.31
00085092 HAWKINS INC - Purchase	\$1,512.08
00085212 MICHIGAN COMPANY - Purchase	\$61.75
00085400 SUN COUNTRY DISTRIBUTI - Purch	\$4,333.63
00085484 NORTHROP BOILER WORKS - Purcha	\$495.00
00085527 LIFEGUARD STORE - ONLI - Purch	\$549.75
00085527 LIFEGUARD STORE - ONLI - Purch	\$144.25
<b>Subtotal for Cost Center Aquatics:</b>	<b>\$7,755.12</b>

00084399 AIRGAS CENTRAL - Purchase	\$263.90
00084510 Source Office	\$7.34
00084554 AIRGAS CENTRAL - Purchase	\$309.78
00084621 INT IN CASPER ELECTRI - Purch	\$690.00
00084640 STAPLES 00114181 - Purch	\$59.98
00084645 SAMSCLUB #6425 - Purchase	\$37.18
00084651 INTUIT IN PEDENS INC - Purch	\$1,473.00
00084984 CASPER STAR TRIBUNE - Purchase	\$492.20
00084681 WM SUPERCENTER #1617 - Purchas	\$15.98
00084691 WAL-MART #1617 - Purchase	\$22.52
00084703 SAMS CLUB #6425 - Purchase	\$7.98
00084721 WM SUPERCENTER #1617 - Purchas	\$9.48
00084769 WAL-MART #1617 - Credit	-\$22.52
00084824 SOURCE OFFICE - VITAL - Purcha	\$207.00
00084839 INT IN RECYKLING INDU - Purch	\$3,496.00
00084887 OREILLY AUTO #2746 - Purchase	\$55.93
00084890 DK HAULING INC - Purchase	\$120.00

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

00084895 MENARDS CASPER WY - Purchase	\$86.96
00084905 GCR 751 CASPER WY - Purchase	\$2,319.50
00084908 BEARING BELTCHAIN00244 - Purch	\$97.98
00084909 SUMMIT ELECTRIC, INC. - Purcha	\$172.00
00084923 MURDOCHS RANCH &HOME # - Purch	\$1,574.99
00084930 AIRGAS CENTRAL - Purchase	\$225.54
00084950 BEARING BELTCHAIN00244 - Purch	\$80.03
00084954 MOUNTAIN STATES LITHOG - Purch	\$85.09
00084964 GEOTECH - Purchase	\$211.33
00084973 WYOMING MACHINERY CO - Purchas	\$454.76
00084975 BEARING BELTCHAIN00244 - Purch	\$190.97
00084982 GRAINGER - Purchase	\$61.16
00084990 SOURCE OFFICE - VITAL - Purcha	\$13.54
00084992 MURDOCHS RANCH &HOME # - Purch	\$107.96
00085010 GC BUILDING SUPPLY INC - Purch	\$270.12
00085037 BEARING BELTCHAIN00244 - Credi	-\$29.99
00085040 GRAINGER - Purchase	\$126.84
00085087 WM SUPERCENTER #1617 - Purchas	\$5.44
00085172 WAL-MART #1617 - Purchase	\$17.18
00085183 MENARDS CASPER WY - Purchase	\$36.85
00084843 OREILLY AUTO #2746 - Purchase	\$50.50
00084911 RESPOND FIRST AID OF W - Purch	\$14.47
00084911 RESPOND FIRST AID OF W - Purch	\$40.29
00084697 THE HOME DEPOT #6001 - Purchas	\$45.70
00084725 MENARDS CASPER WY - Purchase	\$41.72
00084737 SHERWIN WILLIAMS 70343 - Purch	\$176.80
00084784 AIRGAS CENTRAL - Purchase	\$313.26
00084807 AIRGAS CENTRAL - Purchase	\$75.00
00084688 SUMMIT ELECTRIC, INC. - Purcha	\$1,849.15
00084928 WYOMING STEEL, RECYC - Purchas	\$112.85
00085162 AmeriGas - Purchase	\$1,439.92
00084878 OREILLY AUTO #2746 - Purchase	\$78.37
00085216 SOURCE OFFICE - VITAL - Purcha	\$26.61
00085222 HOWARD SUPPLY COMPANY - Purcha	\$705.54
00085228 COCA COLA BOTTLING CO - Purcha	\$23.25
00085239 WAL-MART #1617 - Purchase	\$5.12
00085258 MENARDS CASPER WY - Purchase	\$8.94
00085287 CPU IIT - Printers for Tyler	\$56.96
00085288 SCREEN USA INC - Purchase	\$462.98
00085322 VZWRLSS BILL PAY VB - Purchas	\$40.01
00085349 ALSCO INC. - Purchase	\$352.64
00085368 BAILEYS ACE HDWE - Purchase	\$9.18
00085377 OREILLY AUTO #2746 - Purchase	\$88.97
00085386 MCCOY SALES CORPORATIO - Purch	\$120.79
00085424 WYOMING STEEL, RECYC - Purchas	\$360.00

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

00085494 CASPER STAR TRIBUNE - Purchase	\$250.84
00085518 CASPER STAR TRIBUNE - Purchase	\$529.12
<b>Subtotal for Cost Center Balefill:</b>	<b>\$20,632.98</b>
00083752 IMLSS COLORADO - Credit	-\$299.20
00083968 SQ SQ ATLANTIC ELECT - Purch	\$621.86
00084355 CASPER WINNELSON CO - Purchase	\$120.81
00084365 BLOEDORN LUMBER CASPER - Purch	\$9.89
00084484 BLOEDORN LUMBER CASPER - Purch	\$67.35
00084564 WOODWORKERS SUPPLY, I - Purcha	\$28.40
00084613 THE UPS STORE 2200 - Purchase	\$16.99
00084653 DENNIS SUPPLY COMPANY - Purcha	\$16.89
00084665 BLOEDORN LUMBER CASPER - Purch	\$12.59
00084673 NORCO INC - Purchase	\$798.68
00084689 TOP OFFICE PRODUCTS IN - Purch	\$203.70
00084726 BLOEDORN LUMBER CASPER - Purch	\$83.48
00084756 BAILEYS ACE HDWE - Purchase	\$4.99
00084811 NORCO INC - Purchase	\$186.60
00084830 BLOEDORN LUMBER CASPER - Purch	\$12.59
00084831 BLOEDORN LUMBER CASPER - Purch	\$45.60
00084856 BLOEDORN LUMBER CASPER - Purch	\$17.38
00084870 CASPER WINNELSON CO - Purchase	\$278.25
00084884 BAILEYS ACE HDWE - Purchase	\$0.59
00084885 BLOEDORN LUMBER CASPER - Purch	\$27.87
00084899 BELSAW - Purchase	\$29.95
00084900 DIAMOND VOGEL PAINT #7 - Purch	\$19.09
00084921 DENNIS SUPPLY COMPANY - Purcha	\$24.38
00084925 CASPER WINNELSON CO - Purchase	\$49.96
00084938 BAILEYS ACE HDWE - Purchase	\$6.61
00084939 NORCO INC - Purchase	\$153.42
00084945 NORCO INC - Purchase	\$440.00
00084946 SUTHERLANDS 2219 - Purchase	\$44.96
00084993 SUMMIT ELECTRIC, INC. - Purcha	\$247.65
00085031 DIAMOND VOGEL PAINT #7 - Purch	\$16.56
00085033 BAILEYS ACE HDWE - Purchase	\$9.78
00085041 BLOEDORN LUMBER CASPER - Purch	\$5.38
00085089 BAILEYS ACE HDWE - Purchase	\$21.11
00085094 CASPER WINNELSON CO - Purchase	\$73.00
00085101 LONG BLDG. TECHNOLOGIE - Purch	\$2,689.38
00085104 BLOEDORN LUMBER CASPER - Purch	\$28.49
00085127 LONG BLDG. TECHNOLOGIE - Purch	\$1,180.00
00085145 CRESCENT ELECTRIC 103 - Purcha	\$28.61
00085160 LONG BLDG. TECHNOLOGIE - Purch	\$594.10
00085163 WOODWORKERS SUPPLY, I - Purcha	\$54.60
00085165 CASPER WINNELSON CO - Purchase	\$4.71

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

00085175 WOODWORKERS SUPPLY, I - Purcha	\$64.92
00085177 GRAINGER - Purchase	\$192.24
00085185 GRAINGER - Purchase	\$18.76
00085191 NORCO INC - Purchase	\$603.12
00085192 GRAINGER - Purchase	\$10.62
00085193 COMPRESSION LEASING SE - Purch	\$426.07
00085201 BLOEDORN LUMBER CASPER - Purch	\$13.03
00085202 FERGUSON ENT #3069 - Purchase	\$44.16
00085205 INT IN GOEDICKE'S CUS - Purch	\$129.00
00085209 BLOEDORN LUMBER CASPER - Purch	\$20.04
00085214 DIAMOND VOGEL PAINT #7 - Purch	\$35.65
00085267 BAILEYS ACE HDWE - Purchase	\$13.99
00085319 BAILEYS ACE HDWE - Purchase	\$10.98
00085349 ALSCO INC. - Purchase	\$211.00
00085355 BLOEDORN LUMBER CASPER - Purch	\$150.00
00085365 0970 CED - Purchase	\$42.00
00085369 CRESCENT ELECTRIC 103 - Purcha	\$154.24
00085374 CASPER WINNELSON CO - Purchase	\$41.20
00085387 CASPER WINNELSON CO - Purchase	\$385.95
00085391 BAILEYS ACE HDWE - Purchase	\$12.97
00085403 SQU SQ GOSQ.COM DEBRA - Purch	\$173.25
00085408 WOODWORKERS SUPPLY, I - Purcha	\$8.38
00085437 CRESCENT ELECTRIC 103 - Purcha	\$7.73
00085440 SAMSClub #6425 - Purchase	\$100.00
00085464 WOODWORKERS SUPPLY, I - Purcha	\$61.25
00085506 BAILEYS ACE HDWE - Purchase	\$8.62
00085511 CASPER WINNELSON CO - Purchase	\$66.22
00085533 HOTSY EQUIPMENT OF WYO - Purch	\$191.00
<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$11,173.44</b>
00084818 SOURCE OFFICE - VITAL - Purcha	\$85.82
<b>Subtotal for Cost Center Cemetery:</b>	<b>\$85.82</b>
00085036 USPS PO 5715580945 - Purchase	\$7.23
00085056 ATLAS OFFICE PRODUCTS - Purcha	\$38.44
00085138 CPU IIT - Purchase	\$3,011.97
00085467 TOP OFFICE PRODUCTS IN - Purch	\$193.06
<b>Subtotal for Cost Center City Attorney:</b>	<b>\$3,250.70</b>
00084810 ATLAS OFFICE PRODUCTS - Purcha	\$44.36
00082928 ATLAS OFFICE PRODUCTS - Purcha	\$62.97
00085550 CASPER STAR TRIBUNE - Purchase	\$90.38
00085573 CASPER STAR TRIBUNE - Purchase	\$139.56
00085596 CASPER STAR TRIBUNE - Purchase	\$735.60
00085614 CASPER STAR TRIBUNE - Purchase	\$87.36



# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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**Subtotal for Cost Center City Clerk: \$1,160.23**

00084569 STAPLES 00114181 - Purch	\$34.99
00083977 CARLS JR 7773 1730 - Purchase	\$8.35
00083986 CHEYENNE HOLIDAY INN E - Purch	\$125.40
00084429 I-25 PIT STOP - Purchase	\$6.38
00084446 EXXONMOBIL 47737275	\$24.45
00084530 FAIRFIELD INN & SUITES - Purch	\$94.00
00084547 DAIRY QUEEN #12867 QPS - Purch	\$8.87
00084562 ARBY'S 5009026 - Purchase	\$8.03
00084576 EXXONMOBIL 45948593 - Purch	\$33.75
00084949 MCDONALD'S F35665 - Purchase	\$6.61
00084961 ARBY'S 5009026	\$7.72
00085004 CHEYENNE LITTLE AMER - Purchas	\$33.66
00085022 EPIC EGG - CHEYENNE - Purchase	\$18.52
00085048 CHEYENNE HOLIDAY INN E - Purch	\$2.00
00084740 USPS PO 5715580945 - Purchase	\$7.50
00084025 WY ASSN OF MUNICIPA - Purchase	\$225.00
00084338 CASPER AREA CHAMBER - Purchase	\$25.00
00084353 CPU IIT - Purchase	\$2,331.00
00084903 XEROX CORPORATION/RBO - Purcha	\$10.04

**Subtotal for Cost Center City Manager: \$3,011.27**

00085030 CRUM ELECTRIC SUPPLY C - Purch \$14.00

**Subtotal for Cost Center Code Enforcement: \$14.00**

00084644 XYBIX SYSTEMS INC - Purchase	\$87.93
00084728 SAMS CLUB #6425 - Purchase	\$50.43
00084835 MEDICAL PRIORITY CONSU - Purch	\$790.00
00084395 SOURCE OFFICE - VITAL - Purcha	\$127.29
00084532 SOURCE OFFICE - VITAL - Purcha	\$270.00
00077818 SOURCE OFFICE - VITAL - Purcha	\$138.75
00085200 GUS GLOBALSTAR USA - Purchase	\$184.17
00085265 DTV DIRECTV SERVICE - Purchase	\$87.99
00085277 ATLAS REPRODUCTION INC - Purch	\$779.86
00085313 VZWRLSS IVR VB - Purchase	\$123.62
00085342 VZWRLSS IVR VB - Purchase	\$38.51
00085516 GANNETT GRILL/LANDER B - Purch	\$13.29
00085531 THE INN AT LANDER - Purchase	\$294.15
00085540 GANNETT GRILL/LANDER B - Purch	\$15.73
00085583 AT&T 0512212711001 - Purcha	\$149.58
00085586 CHARTER COMM - Purchase	\$83.12

**Subtotal for Cost Center Communications Center: \$3,234.42**

00084432 SAMSClub #6425 - Purchase \$80.77

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

00082673 ATLAS OFFICE PRODUCTS - Purcha	\$34.32
00082698 ATLAS OFFICE PRODUCTS - Purcha	\$24.00
00082759 ATLAS OFFICE PRODUCTS - Credit	-\$34.32
00084949 MCDONALD'S F35665 - Purchase	\$6.60
00084891 INT IN GOEDICKE'S CUS - Purch	\$71.51
00084025 WY ASSN OF MUNICIPA - Purchase	\$425.00
00084281 AUDIE JEANS PHOTOGRAPH - Purch	\$810.00
00084338 CASPER AREA CHAMBER - Purchase	\$25.00
00084889 CASPER STAR TRIBUNE - Purchase	\$1,047.40
00084922 CASPER STAR TRIBUNE	\$1,285.00
00084936 CASPER STAR TRIBUNE - Purchase	\$794.40
00085131 HQ SOUTHERN BBQ LLC - Purchase	\$159.25
00085195 CPU IIT - Purchase	\$305.82
00085447 WAL-MART #1617 - Purchase	\$46.40
00085459 SAMSClub #6425 - Purchase	\$98.36
<b>Subtotal for Cost Center Council:</b>	<b>\$5,179.51</b>
00085024 AWWA EVENTS - Purchase	\$850.00
00085050 HOTWIRE-SALES FINAL - Purchase	\$404.40
00084708 QUALITY OFFICE SOLUTIO - INK D	\$41.68
00085508 XEROX CORPORATION/RBO - Purcha	\$35.42
00085520 XEROX CORPORATION/RBO - Purcha	\$168.79
<b>Subtotal for Cost Center Engineering:</b>	<b>\$1,500.29</b>
00084046 ATLAS OFFICE PRODUCTS - Purcha	\$312.30
00084057 ATLAS OFFICE PRODUCTS - Credit	-\$261.66
00084090 ATLAS OFFICE PRODUCTS - Purcha	\$50.25
00084792 ATLAS OFFICE PRODUCTS - Purcha	\$24.06
00085223 CPU IIT - Credit - returned VG	-\$38.98
00085223 CPU IIT - Credit - returned VG	-\$116.96
00085352 AUDIMATION - IDEA Maintenance	\$2,500.00
00085370 Blank 1099 Forms	\$152.52
00085532 210 TYLER BUSINESS FOR - Purch	\$265.28
<b>Subtotal for Cost Center Finance:</b>	<b>\$2,886.81</b>
00083434 SAFE KIDS WORLDWIDE - Purchase	\$55.00
00083441 SAFE KIDS WORLDWIDE - Purchase	\$55.00
00083459 SAFE KIDS WORLDWIDE - Purchase	\$55.00
00083723 ROGUE FITNESS - Purchase	\$820.75
00083980 WAL-MART #3778 - Purchase	\$4.70
00084013 FIRE PROTECTION PUB - Purchase	\$96.00
00084048 FEDEX 785180134455 - Purchase	\$15.93
00084098 BEST BUY 00015271 - Purch	\$241.49
00084282 BEST BUY 00015271 - Purch	\$20.99
00084306 HOBBY-LOBBY #0233 - Purchase	\$10.99

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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00084337 EXXONMOBIL 47626544 - Purch	\$33.49
00084512 NORCO INC - Purchase	\$81.48
00084515 EXXONMOBIL 47626544 - Purch	\$34.71
00084537 EXXONMOBIL 47626544 - Purch	\$39.11
00084579 PILOT 00007641 - Purch	\$48.57
00084606 EXXONMOBIL 47626544 - Purch	\$65.62
00084616 EXXONMOBIL 47626544 - Purch	\$6.09
00084631 NORCO INC - Purchase	\$240.00
00084650 EMBASSY SUITES WEST VA - Purch	\$19.22
00084675 WENDYS #6083 - Purchase	\$13.71
00084692 HAMPTON INNS - Purchase	\$123.40
00084702 LOAF N JUG #0119 Q81 - Purch	\$39.52
00084714 CAPITOL CUISINE - Purchase	\$13.94
00084719 FEDEX 785473148285 - Purchase	\$174.09
00084729 EXXONMOBIL 47626544 - Purch	\$23.47
00084745 HOBBY-LOBBY #0233 - Credit	-\$10.99
00084750 K'S#3 - Purchase	\$48.03
00084762 MERBACK AWARDS COMPANY - Purch	\$29.72
00084775 MCDONALD'S F17863 - Purchase	\$7.30
00084777 EMBASSY SUITES - Purchase	\$162.56
00084788 BEST BUY 00015271 - Purch	\$94.45
00084789 CPU IIT - Purchase	\$88.40
00084795 MAVERIK #481 - Purchase	\$29.57
00084799 7-ELEVEN 25116 - Purchase	\$38.53
00084819 EXXONMOBIL 47626544 - Purch	\$19.28
00084837 MENARDS CASPER WY - Purchase	\$107.63
00084859 BEST BUY 00015271 - Purch	\$259.97
00084898 BEST BUY 00015271 - Purch	\$419.99
00084906 NORCO INC - Purchase	\$60.00
00084910 MENARDS CASPER WY - Purchase	\$487.65
00084916 BEST BUY 00015271 - Purch	\$44.98
00084929 MENARDS CASPER WY - Purchase	\$48.38
00084937 SQU SQ WYOMING OFFICE - Purch	\$897.75
00084941 ENERGY LABORATORIES - Purchase	\$306.00
00084944 PYROTECHS - Purchase	\$156.50
00084948 SQU SQ THE FLOUR BIN - Purcha	\$18.40
00084960 LETZ'S RADIO SUPPLY - Purchase	\$514.00
00084963 FERGUSON ENT #3069 - Purchase	\$56.34
00084970 THE HOME DEPOT #6001 - Purchas	\$199.54
00084976 ECMS - Purchase	\$40.20
00084980 THE HOME DEPOT #6001 - Purchas	\$47.25
00084988 SAMSCLUB #6425 - Purchase	\$72.16
00084997 HOBBY-LOBBY #0233 - Purchase	\$41.99
00085060 FIVE GUYS WY 1515 QSR - Purcha	\$52.21
00085086 BARGREEN WYOMING 25 - Purchase	\$995.00

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

00077201 ALBERTSONS #0062 - Purchase	\$10.00
00077408 FIRST LINE TECHNOLOGY - Purcha	\$450.00
00077421 HON ANALYTICS INC. - Purchase	\$715.00
00077683 LOAF N JUG #0106 Q81 - Purch	\$60.78
00077704 PERRETTIS - Purchase	\$34.41
00080668 WARDROBE CLEANERS - Purchase	\$20.35
00081274 WM SUPERCENTER #1617 - Purchas	\$40.76
00082735 MENARDS CASPER WY - Purchase	\$2,288.95
00082797 MENARDS CASPER WY - Credit	-\$109.00
00082969 FEDEX 784701876861 - Purchase	\$13.17
00083412 SAFE KIDS WORLDWIDE - Purchase	\$55.00
00083421 SAFE KIDS WORLDWIDE - Purchase	\$55.00
00085253 COMM TECH ROCK SPRIN - Purchas	\$103.00
00085266 VZWRLSS MY VZ VB P - Purchase	\$1,904.11
00085278 SQ SQ MY BUSINES - Purch	\$84.00
00085289 KINSCO - Purchase	\$102.00
00085320 VZWRLSS MY VZ VB P - Purchase	\$120.03
00085360 GEARGRID CORPORATION - Purchas	\$1,004.00
<b>Subtotal for Cost Center Fire:</b>	<b>\$14,616.62</b>

00077494 BAILEYS ACE HDWE - Credit	-\$8.77
00077511 BAILEYS ACE HDWE - Purchase	\$8.35
00084685 DECKER AUTO GLASS - Purchase	\$351.16
00084710 ALBERTSONS #0062 - Purchase	\$5.00
00084711 DECKER AUTO GLASS - Purchase	\$351.51
00084724 DECKER AUTO GLASS - Purchase	\$387.41
00084741 E&F HOLDING CO. - Purchase	\$100.00
00084767 NORCO INC SCRUBBS COM - Purcha	\$119.59
00084776 CASPER TIRE 0000705 - Purchase	\$160.00
00084787 SAFETY KLEEN SYSTEMS B - Purch	\$800.16
00084806 KELLYS ALIGNMENT AND B - Purch	\$105.00
00084861 WYOMING MACHINERY CO - Purchas	\$2,701.25
00084869 CONOCO - HOMAX OIL SAL - Purch	\$374.68
00084902 CMI-TECO - Purchase	\$95.00
00084967 GRAINGER - Purchase	\$26.76
00085027 DECKER AUTO GLASS - Purchase	\$263.99
00085043 NORCO INC - Purchase	\$222.22
<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>\$6,063.31</b>

00084999 CASPER STAR TRIBUNE - Purchase	\$252.42
<b>Subtotal for Cost Center Fort Caspar:</b>	<b>\$252.42</b>

00084886 CHARTER COMM - Purchase	\$135.37
00085106 KISTLER TENT AND AWNIN - Purch	\$48.00
00085174 THE HOME DEPOT #6001 - Purchas	\$145.98

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

<b>Subtotal for Cost Center Golf Course:</b>	<b>\$329.35</b>
00084090 ATLAS OFFICE PRODUCTS - Purcha	\$50.23
00084635 WMC HEALTH AND WELLNES - Purch	\$500.00
<b>Subtotal for Cost Center Health Insurance:</b>	<b>\$550.23</b>
00084995 POSTERMYWALL DOWNLOAD - Purcha	\$2.99
00085009 STAPLES 00114181 - Purch	\$59.19
00085139 GRAINGER - Purchase	\$172.98
00085152 GRAINGER - Purchase	\$25.35
00085171 STAPLES 00114181 - Purch	\$151.98
00084931 MOUNTAIN WEST TECH - Purchase	\$507.00
00084755 BLAKEMAN PROPANE INC-M - Purch	\$944.48
00084820 the Gilman Corp	\$527.00
00084820 THE GILMAN CORPORATION - Purch	\$3,000.00
00085203 NORCO INC - Purchase	\$167.76
<b>Subtotal for Cost Center Hogadon:</b>	<b>\$5,558.73</b>
00084090 ATLAS OFFICE PRODUCTS - Purcha	\$50.23
00085252 ATLAS OFFICE PRODUCTS - Purcha	\$30.96
00085352 AUDIMATION - IDEA Maintenance	\$1,050.00
<b>Subtotal for Cost Center Human Resources:</b>	<b>\$1,131.19</b>
00084848 VISTAR ROCKY MOUNTAIN - Purcha	\$120.49
00084862 SQUARE SQ PAPA JOHNS - Purch	\$518.28
00084989 NORCO INC - Purchase	\$275.44
00084350 WEAR PARTS INC - Purchase	\$186.73
00085018 SAMSClub #6425 - Purchase	\$161.10
00085068 PRINTRUNNER - Purchase	\$61.13
00085074 INTUIT IN PEDENS INC - Purch	\$39.00
00085108 WEAR PARTS INC - Purchase	\$34.00
00085251 SAMS CLUB #6425 - Purchase	\$49.98
00085269 DOLLAR TREE - Purchase	\$23.00
00085292 SAMSClub #6425 - Purchase	\$36.84
00085311 CASPER RECREATIONAL LE - Purch	\$355.00
00085324 SAMS CLUB #6425 - Purchase	\$6.98
00085324 SAMS CLUB #6425 - Purchase	\$11.98
00085449 BAILEYS ACE HDWE - Purchase	\$4.38
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$1,884.33</b>
00084667 CBT NUGGETS - Purchase	\$1,198.00
00085014 AIRBNB HMSZKNYQ8D - Purchase	\$336.44
<b>Subtotal for Cost Center Information Services:</b>	<b>\$1,534.44</b>
00085287 CPU IIT - Printers for Tyler	\$982.56

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

<b>Subtotal for Cost Center Information Technology:</b>	<b>\$982.56</b>
00077628 MOUNTAIN STATES LITHOG - Purch	\$255.04
00078681 AMZN MKTP US AMZN.COM/ - Purch	\$419.45
00079298 GALLS - Purchase	\$167.85
00079688 GALLS - Purchase	\$341.25
00079710 GALLS - Purchase	\$22.46
00079732 GALLS - Purchase	\$72.00
00079751 GALLS - Purchase	\$42.30
00079964 GALLS - Purchase	\$45.00
<b>Subtotal for Cost Center Metro Animal:</b>	<b>\$1,365.35</b>
00084971 CASPER STAR TRIBUNE - Purchase	\$485.88
<b>Subtotal for Cost Center Parking:</b>	<b>\$485.88</b>
00085135 ABI - Purchase	\$15,431.00
00084876 CPS DISTRIBUTORS INC C - Purch	\$1,826.51
00084892 DANA KEPNER CO. - Purchase	\$162.39
00085026 AMAZON.COM MI3ZG08I1 A - Purch	\$33.97
00085072 HILTON GARDEN INN - Credit	-\$10.00
00085082 AMAZON.COM MI3H33QG1 A - Purch	\$218.55
00084638 MENARDS CASPER WY - Purchase	\$4.19
00085126 ABI - Purchase	\$10,869.00
00085281 WEAR PARTS INC - Purchase	\$18.74
00085329 CPS DISTRIBUTORS INC C - Purch	\$49.03
00085361 DBC IRRIGATION SUPPLY - Purcha	\$1,523.84
<b>Subtotal for Cost Center Parks:</b>	<b>\$30,127.22</b>
00084405 FERGUSON ENT #3069 - Purchase	\$2,989.02
<b>Subtotal for Cost Center Perpetual Care:</b>	<b>\$2,989.02</b>
00084791 IEDC ONLINE - Purchase	\$435.00
<b>Subtotal for Cost Center Planning:</b>	<b>\$435.00</b>
00081666 RICOH USA, INC - Purchase	\$65.10
00083906 NASRO - Purchase	\$40.00
00084578 HOTELS.COM155843564524 - Purch	\$752.36
00084590 SUTHERLANDS 2219 - Purchase	\$40.89
00084594 UNIFORMS 2 GEAR - Purchase	\$776.23
00084600 UOFL SPI - Purchase	\$615.00
00084618 HOTELS.COM155850516598 - Purch	\$327.54
00084619 UNITED 01629283722032 - Pur	\$10.00
00084630 POLICE K-9 MAGAZINE LL - Purch	\$885.00
00084637 REDWINGIRISHSETTER - Purchase	\$199.49
00084642 UNITED 01624384315676 - Pur	\$1,034.50

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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00084649 THE RADAR SHOP - Purchase	\$852.50
00084654 UNITED 01624383566245 - Pur	\$644.60
00084678 UOFL SPI - Purchase	\$420.00
00084690 HOTELS.COM155915508434 - Purch	\$402.54
00084706 VCN WYDOTIFTAIRP - Purchase	\$7.50
00084732 LION S CHOICE HANLEY - Purcha	\$9.35
00084733 FAST STOP 1131 - Purchase	\$23.71
00084736 CASPER FIRE EXTINGUISH - Purch	\$354.10
00084742 UNITED 01626086753152 - Pur	\$30.00
00084752 FAST STOP 1131 - Purchase	\$22.68
00084753 UNITED 01624387368623 - Pur	\$644.60
00084759 HENSLEY BATTERY&ELEC - Purchas	\$210.05
00084765 PANERA BREAD #600636 P - Purch	\$15.63
00084785 PF CHANGS #9900 - Purchase	\$33.57
00084802 MODMARKET - Purchase	\$14.83
00084816 CIRCLE K # 01682 - Purchase	\$9.37
00084817 PUBLIC AGENCY TRAINING - Purch	\$625.00
00084822 DRURY INNS - Purchase	\$531.09
00084827 UNITED 01626088818270 - Pur	\$30.00
00084834 PANERA BREAD #203943 - Purchas	\$18.51
00084853 WHATABURGER 507 - Purchase	\$7.51
00084865 DICKEYS LA-974 - Purchase	\$10.44
00084872 PHO LAMOUR - Purchase	\$14.66
00084874 BEST BUY 00015271 - Purch	\$69.99
00084879 DUNKIN DONUTS MAIN - Purchase	\$9.45
00084882 SAMSClub #6425 - Purchase	\$151.74
00084888 INT IN POWDER RIVER S - Purch	\$138.00
00084897 UOFL SPI - Purchase	\$615.00
00084901 FIRST WATCH 560 - Purchase	\$17.59
00084917 HOTELS.COM156099041840 - Purch	\$752.36
00084920 INTERSTATE ALL BATTERY - Purch	\$24.95
00084926 BAILEYS ACE HDWE - Purchase	\$4.78
00084942 LOAF N JUG #0131 Q81 - Purch	\$9.99
00084952 CNCIA PARKING - Purchase	\$35.00
00084959 UNITED 01624396403626 - Pur	\$644.60
00084966 CPU IIT - Purchase	\$4,186.81
00084974 DICKEYS LA-974 - Purchase	\$10.44
00084977 COBAN TECHNOLOGIES - Purchase	\$494.00
00084986 STARBUCKS B UP S DEN - Purchas	\$7.95
00084991 DELTA 00623590450512 - Pur	\$595.10
00084996 EXXONMOBIL 97671614 - Purch	\$7.85
00085005 STAPLES 00114181 - Purch	\$374.59
00085013 COURTYARD BY MARRIOTT - Purcha	\$105.19
00085025 COURTYARD BY MARRIOTT - Purcha	\$307.38
00085028 CHICK-FIL-A - Purchase	\$11.06

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

00085032 COURTYARD BY MARRIOTT - Purcha	\$105.19
00085044 R & R REST STOPS - Purchase	\$156.92
00085046 COURTYARD BY MARRIOTT - Purcha	\$307.38
00085047 UNITED 01626090590390 - Pur	\$30.00
00085049 HQ SOUTHERN BBQ LLC - Purchase	\$325.00
00085064 JCPENNEY 0120 - Purchase	\$176.40
00085093 DICK'S SPORTING GOODS - Purcha	\$42.00
00085096 AMZN Mktp US MI6742QR1 - Purch	\$2,130.00
00085110 THE HOME DEPOT #6001 - Purchas	\$19.98
00085111 LITTLE CAESARS 1989 00 - Purch	\$25.17
00085112 LITTLE CAESARS 1989 00 - Purch	\$18.87
00085129 RESPOND FIRST AID OF W - Purch	\$99.32
00085153 WM SUPERCENTER #4599 - Purchas	\$23.76
00083695 C1 FOOD HALL - EMV - Purchase	\$22.39
00083884 CORNER STORE 4104 - Purchase	\$42.01
00084598 HOTELS.COM155626096710 - Credi	-\$366.27
00082987 NOLAND FEED - Purchase	\$76.90
00083053 WORDPRESS LMPZ30FVN5 - Purchas	\$300.00
00083653 NOLAND FEED - Purchase	\$78.82
00083683 CASPER ANIMAL MEDICAL - Purcha	\$23.87
00084396 UNITED 01624372566574 - Pur	\$479.60
00084479 TRACTOR SUPPLY CO #199 - Purch	\$16.48
00084502 AMAZON.COM MI1W60Z90 A - Purch	\$510.20
00084560 AMZN Mktp US MB0UX5YD2 - Purch	\$55.20
00083699 NATIONAL CAR RENTAL - Purchase	\$252.10
00083709 C1 FOOD HALL - EMV - Purchase	\$27.00
00083925 NOLAND FEED - Purchase	\$76.90
00076258 BAILEYS ACE HDWE - Purchase	\$19.12
00076268 BUDGET RENT-A-CAR - Purchase	\$18.89
00077460 AMZN MKTP US AMZN.COM/ - Purch	\$104.79
00077688 AMZN MKTP US AMZN.COM/ - Purch	\$209.93
00077706 NASRO - Purchase	\$40.00
00077841 AMBI MAIL AND MARKETIN - Credi	-\$2.18
00078602 BUDGET.COM PREPAY RESE - Purch	\$384.79
00078997 INT IN JOHNSON ROBERT - Purch	\$270.00
00079006 WETZELS PRETZEL - Purchase	\$7.82
00079060 UNITED GLASS - Purchase	\$270.00
00079497 VCN NATRONAREALESTATEC - Purch	\$20.50
00079545 DELTA 00682980386863 - Pur	\$25.00
00079892 BONEFISH GRILL #7052 - Purchas	\$28.00
00079954 UNITED 01626000656685 - Pur	\$25.00
00079962 HYATT REGENCY ORLD CC - Purcha	\$20.64
00080000 ORANGE COUNTY C C CONC - Purch	\$14.00
00080006 PALACE ADV ROOM DEP - Purchase	\$79.37
00080019 RESIDENCE INNS SEAWORL - Purch	\$30.64



# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

00080068 ORANGE COUNTY C C CONC - Purch	\$20.00
00080085 ROCCOS TACO AND TEQUIL - Purch	\$28.00
00080116 UNITED 01626004141646 - Pur	\$25.00
00080133 HEIDIS BROOKLYN DELI - Purchas	\$16.46
00080339 WARDROBE CLEANERS - Purchase	\$10.70
00081357 MCDONALD'S F35665 - Purchase	\$9.85
00084947 WWW.LGC.CO.UK - Purchase	\$411.00
00085052 WM SUPERCENTER #3778 - Purchas	\$14.47
00085123 WWW.LGC.CO.UK - Credit	-\$411.00
00084603 UNITED 01624382517085 - Pur	\$496.10
00084617 UNITED 01624382517074 - Pur	\$496.10
00084652 CPU IIT - Purchase	\$189.95
00084803 GALLS - Purchase	\$367.06
00084826 WM SUPERCENTER #1617 - Purchas	\$13.81
00084868 SAMSClub #6425 - Purchase	\$87.40
00084981 CPU IIT - Purchase	\$1,225.70
00085029 PILOT 00007591 - Purch	\$18.94
00085045 HAMPTON INN & SUITES SS - Purch	\$324.42
00085063 RELIANTJOBFAIRS - Purchase	\$450.00
00085065 PAYPAL THARPECONSU - Purchase	\$300.00
00085067 669 FLIGHT STOP - Purchase	\$7.17
00085079 HOTELS.COM156266067105 - Purch	\$201.52
00085085 NOLAND FEED - Purchase	\$76.90
00085090 PUBLIX #753 - Purchase	\$18.93
00085125 FBI LEEDA INC - Purchase	\$695.00
00085134 COURTYARD BY MARRIOTT - Purcha	\$112.28
00085136 MARU SUSHI - Purchase	\$24.53
00085143 WAL-MART #3205 - Purchase	\$18.20
00085151 COURTYARD BY MARRIOTT - Purcha	\$13.77
00085166 AMZN MKTP US MI3315GN2 - Purch	\$15.99
00083015 AMAZON.COM M24I57YB1 A - Purch	\$29.95
00084508 SHELL OIL 57444149009 - Purcha	\$21.10
00085091 WAL-MART #1617 - Purchase	\$9.94
00085141 #492012TOPPIZGREE - Purchase	\$10.07
00085148 TST SPRECHER'S GENEVA - Purch	\$32.02
00085150 CARIBOU COFFEE - Purchase	\$6.43
00085168 JONIS DINER LLC - Purchase	\$17.98
00085182 CITY WOK - Purchase	\$18.58
00085199 GOOGLE Google Storage - Purch	\$2.99
00085207 PANERA BREAD #204228 E - Purch	\$14.20
00085208 LAKE GENEVA EGG HARBOR - Purch	\$20.62
00085210 HEIDIS BROOKLYN DELI - Purchas	\$11.87
00085221 TST SPRECHER'S GENEVA - Purch	\$27.74
00085225 HOLIDAY INN EXPRESS - Purchase	\$127.25
00085226 GALLS - Purchase	\$14.49

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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00085236 CHIPOTLE 0932 - Purchase	\$16.38
00085238 SPF45 - Purchase	\$27.11
00085245 THRIFTY CAR RENTAL - Purchase	\$214.21
00085249 POKE TO ME - Purchase	\$9.86
00085256 SMASHBURGER #1132 - Purchase	\$29.53
00085259 VZWRLSS IVR VB - Purchase	\$880.24
00085260 RICOH USA, INC - Purchase	\$62.23
00085263 HUDSONNEWS ST1104 - Purchase	\$22.22
00085264 RACETRAC 688 00006882 - Purch	\$4.08
00085271 SKYLINE GAS - Purchase	\$26.99
00085273 FAIRFIELD INN & SUITES - Purch	\$452.40
00085274 CARIBOU COFFEE - Purchase	\$5.94
00085282 BURBANK AIRPORT FOOD A - Purch	\$16.37
00085284 RACETRAC 688 00006882 - Purch	\$28.41
00085286 WMC HEALTH AND WELLNES - Purch	\$30.00
00085291 E&F HOLDING CO. - Purchase	\$315.00
00085293 CHUBBYS CHEESESTEAKS - - Purch	\$13.78
00085296 AT&T BILL PAYMENT - Purchase	\$12,546.08
00085302 LOAF N JUG #0846 Q81 - Purch	\$28.63
00085304 FEDEX 92126773 - Purchase	\$26.27
00085315 FEDEX 92126750 - Purchase	\$81.28
00085316 EMBASSY SUITES VALENCI - Purch	\$36.00
00085325 DIA PARKING OPERATIONS - Purch	\$40.00
00085328 ATLAS REPRODUCTION INC - Purch	\$50.56
00085334 FEDEX 92127703 - Purchase	\$110.35
00085337 FAMOUS FAMIGLIA PI - Purchase	\$12.28
00085340 MAVERIK #391 - Purchase	\$21.74
00085342 VZWRLSS IVR VB - Purchase	\$802.84
00085343 PHO SURE - Purchase	\$27.83
00085345 CHUCK'S GAS AND MART - Purchas	\$25.15
00085346 BUDGET RENT-A-CAR - Purchase	\$176.61
00085351 NOODLES & CO 133 - Purchase	\$9.97
00085353 LOAF N JUG #0119 Q81 - Purch	\$19.55
00085354 MERBACK AWARDS COMPANY - Purch	\$123.32
00085359 CHYLL ROLLED CREAMERY - Purcha	\$5.75
00085364 COFFEE BEAN STORE - Purchase	\$5.61
00085371 SOURCE OFFICE - VITAL - Purcha	\$2,150.75
00085378 CSI Forensic Supply - Purchase	\$199.60
00085383 UW CASHIER OFFICE - Purchase	\$43.11
00085389 STAPLES 00114181 - Purch	\$49.99
00085390 INT IN JERRY POST, PS - Purch	\$1,200.00
00085402 VZWRLSS IVR VB - Purchase	\$554.22
00085406 NOLAND FEED - Purchase	\$78.82
00085411 AMAZON.COM MI38N59Q0 A - Purch	\$250.00
00085420 GALLS - Purchase	\$2,169.19

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

00085444 MOUNTAIN STATES LITHOG - Purch	\$237.82
00085446 BAILEYS ACE HDWE - Purchase	\$51.19
00085470 UNITED 01624416488041 - Pur	\$566.60
00085486 KUM & GO #0934 - Purchase	\$28.49
00085494 CASPER STAR TRIBUNE - Purchase	\$250.84
00085501 CONOCO - JRS 214 - Purchase	\$15.26
00085547 HOTELS.COM156602806217 - Purch	\$160.36
00085566 E&F HOLDING CO. - Purchase	\$150.00
00085579 SUBWAY 03467677 - Purch	\$8.07
00085602 BEST BUY 00015271 - Purch	\$12.99
00085603 BURGER KING #13389 Q07 - Purch	\$10.43
00085607 TLO TRANSUNION - Purchase	\$111.00
<b>Subtotal for Cost Center Police:</b>	<b>\$55,120.45</b>
00078584 CARIBE ROYALE RESORT S - Purch	\$530.90
00078778 CARIBE ROYALE RESORT S - Purch	\$3.00
00079026 NORDYS BARBQUE GRILL - Purcha	\$14.88
00079564 DELTA 00682980386874 - Pur	\$25.00
00085206 THE OLIVE GARD00018283 - Purch	\$122.61
00085445 PCNAMETAG INC PCNAMETA - Purch	\$102.10
00085546 EMERGENCY RESPONDER PR - Purch	\$10,480.99
<b>Subtotal for Cost Center Police Grants:</b>	<b>\$11,279.48</b>
00084090 ATLAS OFFICE PRODUCTS - Purcha	\$50.23
00085164 ATLAS OFFICE PRODUCTS - Purcha	\$429.83
00085178 URGENT CARE OF CASPER - Purcha	\$2,720.00
<b>Subtotal for Cost Center Property &amp; Liability Insurance:</b>	<b>\$3,200.06</b>
00084935 NORCO INC - Purchase	\$168.69
00085181 PICKLEBALLCENTRAL - Purchase	\$80.70
00083790 JNS GLOBAL LLC - Purchase	\$862.51
00083937 SUTHERLANDS 2219 - Purchase	\$40.74
00083944 THE HOME DEPOT #6001 - Purchas	\$61.79
00084068 CPS DISTRIBUTORS INC C - Purch	\$49.94
00084087 BAILEYS ACE HDWE - Purchase	\$215.88
00084109 THE HOME DEPOT #6001 - Purchas	\$48.63
00084333 SUTHERLANDS 2219 - Purchase	\$110.00
00085053 SAMSClub #6425 - Purchase	\$87.41
00085211 AMAZON.COM MI1RB5XE2 A - Purch	\$135.89
00085233 AMAZON.COM MI1UO2VT2 A - Purch	\$39.49
00085254 AMZN Mktp US MI4BV8SJ0 - Purch	\$183.92
00085414 CASPER STAR TRIBUNE - Purchase	\$1,765.00
00085429 CHEAPESTEEES.COM - Purchase	\$300.00
00085429 CHEAPESTEEES.COM - Purchase	\$450.27
00085453 STAPLES 00114181 - Purch	\$21.97

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

00085468 WM SUPERCENTER #3778 - Purchas	\$117.82
00085473 MARKERTEK VIDEO SUPPLY - Purch	\$199.00
00085489 JACKNOBCORP - Purchase	\$31.24
00085503 NORCO INC - Purchase	\$108.44
<b>Subtotal for Cost Center Recreation:</b>	<b>\$5,079.33</b>
00084510 SOURCE OFFICE - VITAL - Purcha	\$385.63
00084625 MENARDS CASPER WY - Purchase	\$121.35
00084794 SOLID WASTE ASSOCIA - Purchase	\$268.00
00084932 BAILEYS ACE HDWE - Purchase	\$9.18
00084957 THE HOME DEPOT 6001 - Purchase	\$408.00
00084972 AIRGAS CENTRAL - Purchase	\$120.58
00084987 CMI-TECO - Purchase	\$76.93
00085000 BAILEYS ACE HDWE - Purchase	\$23.29
00085015 AIRGAS CENTRAL - Purchase	\$21.07
00085021 AIRGAS CENTRAL - Purchase	\$98.85
00085021 AIRGAS CENTRAL - Purchase	\$7.10
00085055 MCCOY SALES CORPORATIO - Purch	\$995.41
00085070 BEARING BELTCHAIN00244 - Purch	\$70.13
00085098 SHERWIN-WILLIAMS 70896 - Purch	\$225.80
00085100 HOSE & RUBBER SUPPLY C - Purch	\$21.50
00085105 SOURCE OFFICE - VITAL - Purcha	\$143.83
00085154 SAMS CLUB #6425 - Purchase	\$151.76
00085186 CMI-TECO - Purchase	\$361.52
00085189 BRIDGER STEEL CASPER - Purchas	\$28.48
00084825 CMI-TECO - Purchase	\$44.84
00084841 HOSE & RUBBER SUPPLY C - Purch	\$102.48
00084845 CMI-TECO - Purchase	\$1,337.25
00084846 CASPER TIRE 0000705 - Purchase	\$35.00
00084857 CMI-TECO - Purchase	\$755.63
00084860 CASPER TIRE 0000705 - Purchase	\$43.00
00084867 CMI-TECO - Purchase	\$1,671.15
00084998 WM SUPERCENTER #1617 - Purchas	\$49.87
00084664 BEARING BELTCHAIN00244 - Purch	\$110.33
00084708 QUALITY OFFICE SOLUTIO - INK D	\$90.62
00084658 QUALITY OFFICE SOLUTIO - INK C	\$133.74
00085216 SOURCE	\$564.88
00085219 MENARDS CASPER WY - Purchase	\$24.56
00085241 ATLAS OFFICE PRODUCTS - Purcha	\$31.72
00085244 SHERWIN-WILLIAMS 70896 - Purch	\$225.80
00085246 WYOMING STEEL, RECYC - Purchas	\$532.37
00085261 CASPER TIRE 0000705 - Purchase	\$35.00
00085287 CPU IIT - Printers for Tyler	\$85.44
00085327 BAILEYS ACE HDWE - Purchase	\$29.27
00085349 ALSCO INC. - Purchase	\$271.44

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

00085357 SUMMIT ELECTRIC, INC. - Purcha	\$140.00
00085381 OREILLY AUTO #2746 - Purchase	\$7.99
00085384 CASPER TIN SHOP - Purchase	\$190.00
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$10,050.79</b>
00084956 CASPER STAR TRIBUNE - Purchase	\$445.84
00085142 WYOMING AUTOMOTIVE - Purchase	\$43.32
00084658 QUALITY OFFICE SOLUTIO - INK C	\$270.94
00084927 WYOMING STEEL, RECYC - Purchas	\$16.99
00084983 REXEL 3212 - Purchase	\$1,720.40
00085076 HARBOR FREIGHT TOOLS 3 - Purch	\$12.78
00085081 MURDOCHS RANCH &HOME # - Purch	\$10.49
00085197 WYOMING AUTOMOTIVE - Purchase	\$16.32
00085217 VZWRLSS IVR VB - Purchase	\$51.62
00085287 CPU IIT - Printers for Tyler	\$71.20
00085321 GRAINGER - Purchase	\$39.72
00085363 ALSCO INC. - Purchase	\$216.16
<b>Subtotal for Cost Center Sewer:</b>	<b>\$2,915.78</b>
00084071 CASPER STAR TRIBUNE - Purchase	\$470.00
00084351 CASPER STAR TRIBUNE - Purchase	\$0.08
00084828 TRACTOR SUPPLY CO #199 - Purch	\$4,749.00
00084842 GRAINGER - Purchase	\$856.04
00084849 IMSA A ROCKY MTN SECTI - Purch	\$1,940.00
00084880 HOLIDAY INN EXPRESS & - Purcha	\$768.53
00084881 BAILEYS ACE HDWE - Purchase	\$10.58
00084896 CASPER CONTRACTORS SUP - Purch	\$299.00
00084918 GRAINGER - Purchase	\$7.78
00084924 HOLIDAY INN EXPRESS & - Purcha	\$768.53
00084951 MENARDS CASPER WY - Purchase	\$26.46
00085001 NORCO INC - Purchase	\$79.94
00085113 SQ SQ ATLANTIC ELECT - Purch	\$9,900.00
00085130 URGENT CARE OF CASPER - Purcha	\$160.00
00085144 THE HOME DEPOT #6001 - Purchas	\$15.34
00085169 THE HOME DEPOT #6001 - Purchas	\$10.98
00085190 MENARDS CASPER WY - Purchase	\$4.67
00084850 WYOMING MACHINERY CO - Purchas	\$925.80
00085196 NORCO INC - Purchase	\$180.45
00085306 AIRGAS CENTRAL - Purchase	\$161.25
00085318 PAVEMENT STENCIL COM - Purchas	\$1,775.00
00085373 WM SUPERCENTER #1617 - Purchas	\$19.97
00085407 ALSCO INC. - Purchase	\$419.96
00085460 TAPCO - Purchase	\$1,501.00
00085479 STALKER RADAR - Purchase	\$7,340.00
00085495 CASPER STAR TRIBUNE - Purchas	\$255.58

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

00085495 CASPER STAR TRIBUNE - Purchase	\$255.58
00085535 CASPER STAR TRIBUNE - Purchase	\$407.08
<b>Subtotal for Cost Center Streets:</b>	<b>\$33,308.60</b>
00084999 CASPER STAR TRIBUNE - Purchas	\$252.42
00085155 VZWRLSS IVR VB - Purchase	\$127.60
00085173 RUSSELL INDUSTRIES INC - Purch	\$270.00
00085176 PARKSON CORPORATION - Purchase	\$949.42
00084893 CASPER FIRE EXTINGUISH - Purch	\$67.75
00084907 BAILEYS ACE HDWE - Purchase	\$4.59
00084927 WYOMING STEEL, RECYC - Purchas	\$16.99
00084943 TW ENTERPRISES - Purchase	\$153.91
00084979 USPS PO 5715580478 - Purchase	\$32.53
00084994 HAJOCA KEENAN SUPP 25 - Purcha	\$5,245.91
00085007 BLOEDORN LUMBER CASPER - Purch	\$29.39
00085016 TFS FISHER SCI ATL - Purchase	\$100.52
00085034 HACH COMPANY - Purchase	\$443.13
00085039 COMPRESSION LEASING SE - Purch	\$1,036.10
00085054 WEAR PARTS INC - Purchase	\$65.44
00085069 DENVER INDUSTRIAL PUMP - Purch	\$272.25
00085076 HARBOR FREIGHT TOOLS 3 - Purch	\$12.78
00085078 PURVIS INDUSTRIES 67 - Purchas	\$30.27
00085081 MURDOCHS RANCH &HOME # - Purch	\$10.49
00085095 NORTHROP BOILER WORKS - Purcha	\$239.95
00085109 WEAR PARTS INC - Purchase	\$102.22
00085184 AMERIGAS PRODUCT - Purchas	\$2,028.26
00085188 MCMASTER-CARR - Purchase	\$26.03
00085231 CASPER WINNELSON CO - Purchase	\$176.46
00085232 WEAR PARTS INC - Purchase	\$10.90
00085243 BEARING BELTCHAIN00244 - Purch	\$36.47
00085287 CPU IIT - Printers for Tyler	\$56.96
00085294 WEAR PARTS INC - Purchase	\$17.70
00085299 ALSCO INC. - Purchase	\$450.26
00085367 USPS PO 5715580478 - Purchase	\$7.30
00085392 ELECTRIC SERVICE CO - Purchase	\$388.73
00085422 PARKSON CORPORATION - Purchase	\$412.36
00085428 RMI WYOMING INC - Purchase	\$2,036.00
00085442 RMI WYOMING INC - Purchase	\$241.00
00085448 FERGUSON ENT #3069 - Purchase	\$73.18
00085454 GRAINGER - Purchase	\$73.54
00085465 MCMASTER-CARR - Purchase	\$286.37
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$15,785.18</b>
00084658 QUALITY OFFICE SOLUTIO - INK C	\$65.36
00085149 ATLAS OFFICE PRODUCTS - Purcha	\$35.22

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

00085179 BAVCO - Credit	-\$112.00
00084381 SUTHERLANDS 2219 - Purchase	\$10.48
00084832 ENERGY LABORATORIES, I - Purch	\$374.00
00084847 FASTENAL COMPANY01 - Purchase	\$405.28
00084855 BEARING BELTCHAIN00244 - Purch	\$47.62
00084904 MPI WAREHOUSE CO INC - Purchas	\$83.37
00084914 CRUM ELECTRIC SUPPLY C - Purch	\$9.10
00084962 BEARING BELTCHAIN00244 - Purch	\$10.47
00084985 RMI WYOMING INC - Purchase	\$65.82
00085012 71 SOIL AND STONE - Purchase	\$1,395.00
00085017 RUSSELL INDUSTRIES INC - Purch	\$58.32
00085035 UNION WIRELESS - Purchase	\$129.03
00085066 INBERG-MILLER ENGINEER - Purch	\$97.50
00085075 INTUIT IN PEDENS INC - Purch	\$96.00
00085080 ROCKY MOUNTAIN AIR SOL - Purch	\$22.47
00085128 SUTHERLANDS 2219 - Credit	-\$0.50
00085224 FERGUSON ENT #3069 - Purchase	\$7.13
00085229 CORE & MAIN LP 518 - Purchase	\$11,692.56
00085237 WATERWORKS IND 2697 - Purchase	\$101.21
00085248 MENARDS CASPER WY - Purchase	\$368.27
00085287 CPU IIT - Printers for Tyler	\$170.88
00085298 GEOTEC INDUSTRIAL SUPP - Purch	\$181.60
00085301 POLLARDWATER.COM #3325 - Purch	\$227.00
00085308 STAPLES 00114181 - Purch	\$9.99
00085312 CASPER CONTRACTORS SUP - Purch	\$8.06
00085333 THE HOME DEPOT #6001 - Purchas	\$53.56
00085348 GUNNERS METERS - Purchase	\$4,150.00
00085350 HOSE & RUBBER SUPPLY C - Purch	\$451.25
00085372 AMZN Mktp US MI2VL67X0 - Purch	\$46.50
00085382 TEST GAUGE & BACKFLOW - Purcha	\$110.99
00085397 CRUM ELECTRIC SUPPLY C - Purch	\$33.39
00085398 ENERGY LABORATORIES, I - Purch	\$27.00
00085401 ATLAS REPRODUCTION INC - Purch	\$76.00
00085419 HOSE & RUBBER SUPPLY C - Credi	-\$451.25
00085427 AHERN RENTALS INC - Purchase	\$77.99
00085438 CORE & MAIN LP 518 - Purchase	\$8,681.89
00085462 CASPER CONTRACTORS SUP - Purch	\$20.38
00085478 BEARING BELTCHAIN00244 - Purch	\$15.99
00085505 CASPER STAR TRIBUNE - Purchase	\$235.04
00085505 CASPER STAR TRIBUNE - Purchase	\$235.04
00085522 ENERGY LABORATORIES, I - Purch	\$374.00
00085538 ENERGY LABORATORIES, I - Purch	\$352.00
<b>Subtotal for Cost Center Water:</b>	<b>\$30,049.01</b>
00084940 COASTAL CHEMICAL CO LL - Purch	\$103.56

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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00085019 ENERGY LABORATORIES - Purchase	\$57.00
00085020 BUSH-WELLS SPORTING GO - Purch	\$1,209.08
00084873 WM SUPERCENTER #3778 - Purchas	\$78.80
00085257 ATLAS OFFICE PRODUCTS - Purcha	\$16.71
00085262 BUSH-WELLS SPORTING GO - Purch	\$1,151.50
00085270 BUSH-WELLS SPORTING GO - Credi	-\$1,209.08
00085297 FERGUSON ENT #3069 - Purchase	\$12.28
00085300 ALSCO INC. - Purchase	\$171.88
00085310 ATLAS OFFICE PRODUCTS - Purcha	\$167.83
00085396 ENERGY LABORATORIES - Purchase	\$1,009.00
00085469 XEROX CORPORATION/RBO - Purcha	\$217.70
<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$2,986.26</b>

00085124 CRESCENT ELECTRIC 103 - Purcha	\$17.00
00084322 BAILEYS ACE HDWE - Purchase	\$44.26
00084614 GRAINGER - Purchase	\$111.42
00084623 All Trees - Purchase	\$810.00
00084662 ALPINE MOTOR SPORTS - Purchase	\$451.00
00084712 KISTLER TENT AND AWNIN - Purch	\$229.00
00084812 INDUSTRIAL DISTRIBUTOR - Purch	\$21.98
00084829 STAPLES 00114181 - Purch	\$32.99
<b>Subtotal for Cost Center Weed And Pest:</b>	<b>\$1,717.65</b>

<b>Vendor Subtotal:</b>	<b>\$299,682.83</b>
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## PCN STRATGIES INC

13545 CRADLEPOINT ROUTERS	\$18,036.15
13603 NETWORK CAMERAS	\$1,565.15
<b>Subtotal for Cost Center Police:</b>	<b>\$19,601.30</b>

<b>Vendor Subtotal:</b>	<b>\$19,601.30</b>
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## PEPSI COLA OF CASPER

2199060115 CONCESSIONS	\$188.30
<b>Subtotal for Cost Center Ice Arena:</b>	<b>\$188.30</b>

<b>Vendor Subtotal:</b>	<b>\$188.30</b>
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## POSTAL PROS SOUTHWEST INC

5857 POSTAGE	\$2,832.84
5862 POSTAGE	\$2,458.25
5849 POSTAGE	\$383.76
5884 UTILITY BILL PRINTING	\$3,156.30
5794 UTILITY BILL PRINTING	\$2,599.39
5919 POSTAGE	\$3,451.34



# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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Subtotal for Cost Center Finance:	\$14,881.88
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Vendor Subtotal:	<hr/> \$14,881.88
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## POWER SCREENING, LLC

PSO001686-1 OPERATING SUPPLIES	\$329.63
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Subtotal for Cost Center Balefill:	\$329.63
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Vendor Subtotal:	<hr/> \$329.63
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## PROFORCE LAW ENFORCEMENT

363751 HOLSTER	\$61.00
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Subtotal for Cost Center Police:	\$61.00
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369032 GLK M17 9MM W/3MAGS EA	\$12,270.00
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Subtotal for Cost Center Police Grants:	\$12,270.00
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Vendor Subtotal:	<hr/> \$12,331.00
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## PUBLIC SAFETY COMMUNICATIONS CENTER

734/171930 MONTHLY USER FEE	\$5,090.90
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Subtotal for Cost Center Metro Animal:	\$5,090.90
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1276/171931 MONTHLY USER FEE	\$533.60
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Subtotal for Cost Center Water:	\$533.60
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Vendor Subtotal:	<hr/> \$5,624.50
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## RAM INSULATION

3098 INSULATION	\$500.00
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Subtotal for Cost Center CDBG:	\$500.00
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Vendor Subtotal:	<hr/> \$500.00
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## REGION 8 PRETREATMENT ASSOC.

RIN0029371 WORKSHOP	\$225.00
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Subtotal for Cost Center Waste Water:	\$225.00
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Vendor Subtotal:	<hr/> \$225.00
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## ROCKY MOUNTAIN POWER

AP000244022719 ELECTRICITY	\$73.93
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Subtotal for Cost Center Parks:	\$73.93
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AP000242022019 ELECTRICITY	\$221.79
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# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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Subtotal for Cost Center Waste Water:	\$221.79
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Vendor Subtotal:	<hr/> \$295.72
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## SMARSH, INC

AP000177022819 INV00471694	\$1,789.50
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Subtotal for Cost Center Finance:	\$1,789.50
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Vendor Subtotal:	<hr/> \$1,789.50
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## SPITZER ELECTRICAL

RIN0029367 UTILITY REFUND	\$16.08
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Subtotal for Cost Center Water:	\$16.08
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Vendor Subtotal:	<hr/> \$16.08
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## STATE OF WY. - DEPT. OF REVENUE

RIN0029370 1%15 SALES TAX REPAYMENT BAL	\$696,049.67
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Subtotal for Cost Center Capital Projects - City Mgr:	\$696,049.67
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Vendor Subtotal:	<hr/> \$696,049.67
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## STATE OF WY. - OFFICE OF STATE LANDS & INVEST

RIN0029338 CWSRR #128 PRINCIPAL PAYMENT	\$3,434.22
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Subtotal for Cost Center Waste Water:	\$3,434.22
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Vendor Subtotal:	<hr/> \$3,434.22
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## STEALTH PARTNER GROUP

RIN0029332 MEDICAL STOPLOSS INS	\$49,625.55
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Subtotal for Cost Center Health Insurance:	\$49,625.55
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Vendor Subtotal:	<hr/> \$49,625.55
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## STELLAR PROGRAMMING & CONSULTING

2473 OTHER CONTRACTUAL	\$1,125.00
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2472 OTHER CONTRACTUAL	\$1,156.25
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Subtotal for Cost Center Refuse Collection:	\$2,281.25
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Vendor Subtotal:	<hr/> \$2,281.25
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## STRATA

CA191040-INA 2019 GEOTECH FOR CAP PROJ	\$2,704.88
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Subtotal for Cost Center Sewer:	\$2,704.88
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# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

CA191040-INA 2019 GEOTECH FOR CAP PROJ	\$6,491.72
CA191040-INA 2019 GEOTECH FOR CAP PROJ	\$9,077.52
CA191040-IN 12TH&CONWELL INVESTIGATION	\$1,900.00
<b>Subtotal for Cost Center Streets:</b>	<b>\$17,469.24</b>

<b>Vendor Subtotal:</b>	<b>\$20,174.12</b>
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## THATCHER CO.

1462694 OPERATING SUPPLIES	\$8,400.02
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$8,400.02</b>

<b>Vendor Subtotal:</b>	<b>\$8,400.02</b>
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## TOP OFFICE PRODUCTS

172752 OFFICE SUPPLIES	\$133.30
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$133.30</b>

<b>Vendor Subtotal:</b>	<b>\$133.30</b>
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## TRETO CONST.

MWAED02 RETAINAGE	-\$5,209.00
<b>Subtotal for Cost Center Capital Projects - Streets:</b>	<b>-\$5,209.00</b>

RIN0029354 2018 BEGONIA LIFT STATION UPGR	\$76,100.00
RIN0029354 RETAINAGE 5%	-\$7,766.25
<b>Subtotal for Cost Center Sewer:</b>	<b>\$68,333.75</b>

MWAED02 #17-031 MIDWEST AVE - DAVID TO	\$52,090.00
<b>Subtotal for Cost Center Streets:</b>	<b>\$52,090.00</b>

<b>Vendor Subtotal:</b>	<b>\$115,214.75</b>
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## TRIHIDRO CORP.

0138844 EPA BROWNFIELDS HAZARDOUS	\$125.00
<b>Subtotal for Cost Center Planning:</b>	<b>\$125.00</b>

<b>Vendor Subtotal:</b>	<b>\$125.00</b>
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## URGENT CARE OF CASPER LLC.

5759 MEDICAL TESTING PRE HIRE	\$1,480.00
<b>Subtotal for Cost Center Police:</b>	<b>\$1,480.00</b>

<b>Vendor Subtotal:</b>	<b>\$1,480.00</b>
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# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

<b>WARDWELL WATER &amp; SEWER DISTRICT</b>	RIN0029339 BOOSTER IRRIGATION	\$14.00
	<b>Subtotal for Cost Center Water Treatment Plant:</b>	<b>\$14.00</b>
	<b>Vendor Subtotal:</b>	<b>\$14.00</b>
<b>WEST PLAINS ENGINEERING, INC.</b>	BC18019-001001 #18-095 HOGADON WWTP GENERATOR	\$1,000.00
	<b>Subtotal for Cost Center Hogadon:</b>	<b>\$1,000.00</b>
	<b>Vendor Subtotal:</b>	<b>\$1,000.00</b>
<b>WESTERN STATES FIRE PROTECTION</b>	784634 SERVICES	\$71,859.30
	<b>Subtotal for Cost Center CDBG:</b>	<b>\$71,859.30</b>
	<b>Vendor Subtotal:</b>	<b>\$71,859.30</b>
<b>WY. FIRE CHIEFS' ASSOC.</b>	RIN0029378 MEMBERSHIP FEES	\$250.00
	<b>Subtotal for Cost Center Fire:</b>	<b>\$250.00</b>
	<b>Vendor Subtotal:</b>	<b>\$250.00</b>
<b>WY. LAW ENFORCEMENT ACADEMY</b>	S-10912 FTO DEVELOPMENT TRAINING	\$325.00
	A-0475 BASIC TRAINING COSTS	\$3,064.00
	A-0475 FRANGIBLE AMMO	\$2,880.00
	<b>Subtotal for Cost Center Police:</b>	<b>\$6,269.00</b>
	<b>Vendor Subtotal:</b>	<b>\$6,269.00</b>
<b>WY. MACHINERY CO.</b>	RIN0029317 CREDIT INV 48692, 256166	-\$1,450.39
	<b>Subtotal for Cost Center Fleet Maintenance:</b>	<b>-\$1,450.39</b>
	S1914401 ARTICULATED MOTOR GRADER LESS	\$198,051.00
	S1912401 ARTICULATED MOTOR GRADER LESS	\$198,051.00
	<b>Subtotal for Cost Center Streets:</b>	<b>\$396,102.00</b>
	<b>Vendor Subtotal:</b>	<b>\$394,651.61</b>
<b>WY. RETIREMENT SYSTEM- CITY</b>	FEBRUARY 2019 CITY RETIREMENT	\$200.79
	<b>Subtotal for Cost Center Buildings &amp; Structures:</b>	<b>\$200.79</b>

# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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<b>Vendor Subtotal:</b>	<b>\$200.79</b>
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## WY. RETIREMENT SYSTEM- POLICE

FEBRUARY FEBRUARY RETIREMENT POLICE	\$97,821.62
<b>Subtotal for Cost Center General - Payroll:</b>	<b>\$97,821.62</b>

FEBRUARY FEBRUARY RETIREMENT POLICE	-\$201.38
<b>Subtotal for Cost Center Police:</b>	<b>-\$201.38</b>

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<b>Vendor Subtotal:</b>	<b>\$97,620.24</b>
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## WYOMING TRANSFER & STORAGE

816092 MONTHLY STORAGE	\$500.00
816091 MONTHLY STORAGE	\$500.00
<b>Subtotal for Cost Center City Manager:</b>	<b>\$1,000.00</b>

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<b>Vendor Subtotal:</b>	<b>\$1,000.00</b>
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## ZOLL MEDICAL CORPORATION

2818424 SUPPLIES	\$196,449.81
<b>Subtotal for Cost Center Special Assistance:</b>	<b>\$196,449.81</b>

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<b>Vendor Subtotal:</b>	<b>\$196,449.81</b>
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## ZUNESIS, INC.

CASP-011119 TECHNOLOGIES REPLACEMENT	\$404.45
<b>Subtotal for Cost Center Balefill:</b>	<b>\$404.45</b>

CASP-011119 ENTERPRISE RESOURCE SOFTWARE	\$6,976.72
<b>Subtotal for Cost Center Information Technology:</b>	<b>\$6,976.72</b>

CASP-011119 TECHNOLOGIES REPLACEMENT	\$606.67
<b>Subtotal for Cost Center Refuse Collection:</b>	<b>\$606.67</b>

CASP-011119 TECHNOLOGIES REPLACEMENT	\$505.56
<b>Subtotal for Cost Center Sewer:</b>	<b>\$505.56</b>

CASP-011119 TECHNOLOGIES REPLACEMENT	\$404.45
<b>Subtotal for Cost Center Waste Water:</b>	<b>\$404.45</b>

CASP-011119 TECHNOLOGIES REPLACEMENT	\$1,213.34
<b>Subtotal for Cost Center Water:</b>	<b>\$1,213.34</b>

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<b>Vendor Subtotal:</b>	<b>\$10,111.19</b>
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# Bills & Claims

City of Casper

03/06/2019 to 03/19/2019

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**Grand Total**

**\$3,259,867.63**

# Bills & Claims

03/06/2019 to 03/19/2019

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Approved By

On

CITY of CASPER, WYOMING  
BILLS and CLAIMS ADDENDUM  
Council Meeting  
03/19/19

**Payroll Disbursements**

3/7/19	CITY PAYROLL	\$	1,076,750.13
3/7/19	BENEFITS AND DEDUCTIONS	\$	201,603.70
3/12/19	FIRE PAYROLL	\$	174,955.89
3/12/19	BENEFITS AND DEDUCTIONS	\$	31,411.03

<b>Total Payroll</b>	<b>\$</b>	<b><u>1,484,720.75</u></b>
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**Additional Fees**

<b>Total Fees</b>	<b>\$</b>	<b><u>-</u></b>
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**Additional Accounts Payable**

2/28/19	Prewrits - utility refunds/ petty cash/travel reimbursements		
	Jessie Abbott	\$	23.22
	Jordan Barton	\$	25.96
	Beth Address	\$	63.18
	Madison Browning	\$	51.68
	FIB - petty cash	\$	141.12
	FIB - petty cash	\$	136.41
	Lindsay Miracle	\$	86.39
	Terry Mask	\$	41.03
	Brady Riddle	\$	10.88
2/28/2019	Global Spectrum - HS State Wrestling	\$	71,677.36
	Global Spectrum - Casper Wrestling Club	\$	7,006.40
	Global Spectrum - API Chili Cook-off	\$	16,603.78

<b>Total Additional AP</b>	<b>\$</b>	<b><u>95,867.41</u></b>
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February 26, 2019

MEMO TO: J. Carter Napier, City Manager *JN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Establish Public Hearing for Consideration of an Annexation and Plat Creating the West Casper Commerce Center Addition, establishing the Zoning of said Addition as C-2 (General Business), and Approving the Subdivision Agreement between the City and Seven Synergy Holdings, LLC.

Meeting Type & Date:

Regular Council Meeting, March 19, 2019.

Action Type:

Establish Public Hearing for April 2, 2019.

Recommendation:

That Council, by minute action, establish April 2, 2019, as the date of public hearing for consideration of an annexation and a plat creating the West Casper Commerce Center Addition; establishing the zoning of said Addition as C-2 (General Business), and approving the Subdivision Agreement between the City and Seven Synergy Holdings, LLC.

Summary:

Seven Synergy Holdings, LLC has applied for an annexation, plat and zone change to create the West Casper Commerce Addition. The subject property is located at the northeast corner of the intersection of Southwest Wyoming Boulevard and CY Avenue, and is currently undeveloped, vacant land. The proposed West Casper Commerce Center Addition encompasses approximately 1.88-acres, and is creating a single platted lot through the combination of Lot 1, McNamara Heights Addition, and the annexation of an approximately half-acre parcel of unplatted, abandoned right-of-way (CY Avenue). Properties surrounding the subject property are zoned C-2 (General Business) to the south and east, and PH (Park Historic) to the north and west.

Lot 1, McNamara Heights Addition, is currently zoned C-2 (General Business). The property currently has two existing points of legal access, a thirty-foot (30') easement from the east, and a thirty-five foot (35') easement/curb-cut on the north, off of SW Wyoming Boulevard. The applicant's future plans for the development of the property are unknown.

Section 17.12.170 of the Casper Municipal Code requires that staff review all zoning requests in context with the approved Comprehensive Land Use Plan, and staff is required to provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Generation Casper Comprehensive Plan provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The

FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The property in question is in an area designated by the FLU as “Community Center.”

Page 4-33 of the Generation Casper Plan indicates that development areas designated as “Community Centers” are characterized as a concentration of commercial activity serving a larger area than a neighborhood center, but do not draw from the uniqueness of Urban Centers. Furthermore, CY Avenue is called out specifically as meeting the definition of a Community Center. Primary uses in Community Centers are retail, trade, service uses, and offices with supporting multifamily residential.

The proposed C-2 (General Business) zoning district allows, as permitted uses, by right, any and all of the following:

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. Churches;
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;
24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;

29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;
34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

The Planning and Zoning Commission voted 6-1 to support the annexation, plat and zoning after a public hearing on February 21, 2019. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

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

Attachments:

Location Map





# Proposed West Casper Commerce Center Addition





March 11, 2019

MEMO TO: J. Carter Napier, City Manager   
FROM: Tom Pitlick, Financial Services Director   
SUBJECT: Establishing April 2, 2019, as the Public Hearing for Adoption of Fiscal  
Year 2019 Budget Amendment #2

Meeting Type & Date:  
Regular Council Meeting  
March 19, 2019

Action Type:  
Minute Action, March 19, 2019

Recommendation:  
That Council, by minute action, establish April 2, 2019, as the date of a public hearing for consideration of the adoption of the Fiscal Year 2019 Budget Amendment #2.

Summary:  
The Municipal Budget Act, Section 16-4-108, prohibits the expenditure or encumbrance of any money in excess of the amounts provided in the budget for each department. To comply with this requirement, City Council may authorize an adjustment of budgets. On November 20, 2018, Council approved the first amendment to the Fiscal Year 2019 budget. It has again be determined that further adjustments are necessary and are being prepared for Council consideration. The City Council is respectfully requested to establish April 2, 2019, as the public hearing date for the consideration of the adoption of the 2<sup>nd</sup> amendment to the Fiscal Year 2019 budget.

Financial Considerations  
N/A

Oversight/Project Responsibility  
Tom Pitlick, Financial Services Director

Attachments:  
None

February 25, 2019

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

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

SUBJECT: Establish the Public Hearing date for a transfer of Location for Retail Liquor License No. 21, from Modern Electric Co, d/b/a Wyoming Bootlegger Liquor, Located at 240 & 242 West 1<sup>st</sup> Street to Modern Electric Co, d/b/a Wyoming Bootlegger Liquor, Located at 100 North Ash.

Meeting Type & Date

Regular Council Meeting  
March 19, 2019

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, establish April 2, 2019 as the Public Hearing date for a transfer of location for retail liquor license No. 21 from Modern Electric Co, d/b/a Wyoming Bootlegger Liquor, located at 240 and 242 West 1<sup>st</sup> Street to Modern Electric Co, d/b/a Wyoming Bootlegger Liquor located at 100 North Ash.

Summary

An application has been received for a transfer of location for Retail Liquor License No. 21 from Modern Electric Co, d/b/a Wyoming Bootlegger Liquor, located at 240 and 242 West 1<sup>st</sup> Street to 100 North Ash. The owners of Wyoming Bootlegger Liquor are wishing to move to a larger location.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development Department, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

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

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

February 26, 2019

MEMO TO: J. Carter Napier, City Manager *JN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Establishing May 21, 2019 as the date of the Public Hearing for Consideration of a Resolution certifying Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of the West Casper Commerce Center Addition to the City of Casper complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, March 19, 2019.

Action Type:

Establish date of public hearing for May 21, 2019.

Recommendation:

That Council, by minute action, establish May 21, 2019 as the date of the public hearing for consideration of a Resolution to determine if the Annexation of the West Casper Commerce Center Addition to the City of Casper complies with W.S. §15-1-402.

Summary:

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

Seven Synergy Holdings, LLC has applied for an annexation, plat and zone change to create the West Casper Commerce Addition. The subject property is located at the northeast corner of the intersection of Southwest Wyoming Boulevard and CY Avenue, and is currently undeveloped, vacant land. The proposed West Casper Commerce Center Addition encompasses approximately 1.88-acres, and is creating a single platted lot through the combination of Lot 1, McNamara Heights Addition, and the annexation of an approximately half-acre parcel of unplatted, abandoned right-of-way (CY Avenue).

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

Oversight/Project Responsibility:

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

Attachments:

Location Map



Surrounding Land Uses:

- Park
- Commercial

MORAD PARK RD

Lot 1  
McNamara Heights

Parcel being annexed

CY AVE

DENS DR

SW WYOMING BLVD

SW WYOMING BLVD

"Welcome to Casper" Statue

SW WYOMING BLVD

89

Legend

Subject\_Property

NOT TO SCALE

89



## ORDINANCE NO. 5-19

### AN ORDINANCE AMENDING CHAPTER 10 OF THE CASPER MUNICIPAL CODE PERTAINING TO ABANDONED VEHICLES

WHEREAS, the presence of abandoned vehicles on the streets of the City of Casper is a detriment to the health, welfare, and safety of the public; and,

WHEREAS, the removal of abandoned vehicles will be better accomplished with the aid of a more clearly worded ordinance pertaining thereto.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 10 of the Casper Municipal Code is hereby amended as follows:

#### Chapter 10.12.020 **State registration and licensing required.**

It is unlawful for any person to own or operate a ~~motor~~ vehicle upon the public streets, alleys or highways of the city without first having registered the vehicle, obtained a license therefore and affixed thereto such license plates as are required, all in accordance with the applicable laws of the state pertaining to the licensing and registering of ~~motor~~-vehicles, as such laws now exist and as the same may from time to time be amended.

#### **Chapter 10.60 – ~~IMPOUNDMENT AND~~ REMOVAL OF ABANDONED VEHICLES**

- **Article I. - General ~~Impoundment~~ Removal Procedures**

Pursuant to W.S. 31-13-103, the following Code provisions are adopted.

##### 10.60.010 – Authorization to remove and store vehicles.

Whenever any police officer finds a vehicle unattended upon any street, alley or other public property where such vehicle constitutes an obstruction to traffic or for other reasons set forth in Section 10.60.020, such officer is authorized to provide for the removal of such vehicle to the nearest city garage or other place of safety designated by the chief of police or his appointed authority, at the expense of the registered owner thereof.

(Prior code § 24-116)

##### 10.60.020 – Circumstances requiring removal of vehicle.

Members of the police department are authorized to remove a vehicle from a street or highway or restricted parking area to the city garage or other place of safety under the circumstances hereinafter enumerated:

A. When any vehicle is left unattended upon any bridge or viaduct or in any subway, where such vehicle constitutes an obstruction to traffic;

B. When a vehicle upon a highway is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal;

C Reserved;

D. When the driver of such vehicle is taken into custody by the police department and such vehicle would thereby be left unattended upon a street, highway or restricted parking area;

E. When such vehicle is found being driven on the streets or highways and is not in proper condition to be driven;

~~6. When a driver, owner or person in charge of such vehicle, while driving or in charge of such vehicle, or while such vehicle was parked or stopped, has received a notice to answer to a charge against him for violation of the provisions of this title or other traffic ordinances, and such driver, owner or person in charge has failed to appear and answer to such charge;~~

~~B. Any vehicle may be impounded in the city garage, if voluntarily agreed to by the owner thereof, upon the suspension of any fine or other penalty imposed against the driver or owner by the municipal court for a violation of a traffic ordinance;~~

~~C. Any violator taken into custody pursuant to the provisions of this title or other city ordinances prohibiting driving when under the influence of intoxicating liquor may at the discretion of the proper authority be released without posting bond if he agrees to the impounding in the city garage of the vehicle owned and driven by him to insure his appearance in the municipal court to answer the charges against him, and pay such fine as may be assessed against him.~~

*(Prior code § 24-117)*

*(Ord. No. 10-11, § 1, 3-1-2011)*

10.60.030 – Private wrecker service and places of ~~impoundment~~ **storage** – Charges set by council resolution.

The chief of police is authorized to provide for the removal of vehicles under this chapter by private wrecker services and to provide for places of ~~impoundment~~ **storage**. No vehicle ~~impounded removed~~ under this chapter shall be released therefrom until such charges for towing such vehicle into storage and storage charges have been paid by the registered owner thereof. The charge for towing, storage or removal of such vehicle shall be fixed by the city council by resolution from time to time; provided, however, that when in the judgment of the chief of police a vehicle has been ~~impounded removed~~ through no fault of the owner, and where the levying of such charges would be unjust, such towing, storage and removal charges shall be paid out of the city's general fund if such charges were incurred through the towing, storage or removal by a private service.

(Prior code § 24-118)

10.60.040 – Notice to owner.

Whenever an officer removes a vehicle from a street as authorized in this chapter and the officer knows or is able to ascertain from the registration or other records in the vehicle or otherwise the name and address of the owner thereof, such officer shall immediately give or cause to be given notice in writing to such owner of the fact of such removal, the reasons therefor and of the place to which such vehicle has been removed.

(Prior code § 24-119)

10.60.050 – Procedure when owner unknown.

Whenever an officer removes a vehicle from a street under this chapter and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give the notice to the owner as hereinbefore provided, and in the event the vehicle is not returned to the owner within a period of three days, then and in that event the chief of police may consider that the vehicle may have been stolen and shall immediately send or cause to be sent a written report of such removal by mail to the state department, whose duty it is to register vehicles. Such notice shall include a complete description of the vehicle, the date, time and place from which removed, the reasons for such removal, and name of the garage or place where the vehicle is stored, with the request that the owner of such vehicle be notified immediately.

(Prior code § 24-120)

10.60.060 – Disposal of vehicles.

~~Any vehicle impounded pursuant to this chapter and left unattended~~ **Any vehicle left unattended** on public or private property without the express consent of the owner or person in lawful possession or control of such property, for a period in excess of five days, shall be deemed to be abandoned and shall be disposed of in the manner provided in this chapter.

(Prior code § 24-121)

Article II. – Abandoned Vehicles

10.60.070 – Prohibited where – Exceptions – Removal procedure.

- A. No person shall abandon a vehicle on the streets, alleys or public property of the city.
- B. Reserved.

C. Any police officer who has reasonable grounds to believe that a vehicle has been abandoned may remove the vehicle, or cause it to be removed at the expense of the owner.

~~to the nearest place of impoundment provided for by the county or the sheriff of the county.~~ Removal of an abandoned vehicle from private property shall be upon the written request, upon a form prescribed by the department of revenue, of the owner or person in lawful possession or control of the property. The police department shall immediately send, or cause to be sent, a written report of such removal to the department of revenue, which report shall include a description of the vehicle, the date, time and place of removal, the grounds for removal and the place of impoundment of such vehicle.

D. For purposes of this section, a vehicle shall be presumed to be abandoned if it is left unattended on a street, alley or other public ground for more than twenty-four hours after a notice of intent to ~~impound~~ **remove** has been placed on it pursuant to paragraph E of this section, or private property without express consent of the owner or person in lawful possession or control of the property more than five days after a notice of intent to ~~impound~~ **remove** has been placed on it pursuant to paragraph E of this section.

E. A notice of intent to ~~impound~~ **remove** an abandoned vehicle by a police officer shall be placed in a prominent position on a vehicle when a police officer reasonably believes it is abandoned. The notice of intent shall remain on the vehicle at least twenty-four hours prior to removal by a police officer if abandoned on a street, alley, or any other public ground, and five days if abandoned on private property.

(Prior code § 24-121.1)

(Ord. No. 10-11, §§ 2, 3, 3-1-2011)

#### 10.60.080 – Abandonment presumed when – Exceptions.

A. For the purpose of this section, a vehicle shall be presumed to be abandoned if it is in an inoperable condition and is not currently registered, **or shows other indicia leading a reasonable person to believe the vehicle has been abandoned, including, but not limited to obvious signs of inoperability such as flat or missing tires, obvious mechanical defects, the accumulation of weeds or detritus around the vehicle, or the fact that the vehicle is not parked within one hundred (100) feet of the registered owner's address and has not moved for a period of five (5) days or more.**

B. This section and the provisions contained in this code concerning storage of wrecked, disabled vehicles and junk, shall not apply to:

1. Antique or historic motor vehicles as defined in Section 31-1-101 of the Wyoming Statutes; provided same are licensed pursuant to Section 31-3-102 of the Wyoming Statutes;

2. Vehicles kept in an enclosed garage or storage building; provided same are not visible from any other land or public way;

3. Vehicles used for riprap on rivers, streams or reservoirs, or for erosion control;

4. Vehicles used for educational or instructional purposes at any public school;
5. Vehicles or junk in the custody of the city being stored pending disposal;
6. Vehicles and junk at junkyards which are licensed under, and in compliance with, the laws of the city.

(Ord. 19-86, 1986: prior code § 24-121.2)

10.60.090 – Storage and towing fees set by council resolution.

All storage and towing fees shall be established by the city council by resolution.

(Prior code § 24-121.4)

10.60.100 – Disposal of vehicles.

All abandoned vehicles ~~impounded~~ **removed** under the provisions of this chapter may be disposed of in accordance with Section 31-13-106 et seq., of the Wyoming Statutes, 1977, as amended.

PASSED on 1<sup>st</sup> reading the 19<sup>th</sup> day of February, 2019.

PASSED on 2<sup>nd</sup> reading the 5<sup>th</sup> day of March, 2019.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

ORDINANCE NO. 6-19

AN ORDINANCE ADOPTING AND APPROVING THE RIGHT-OF-WAY SMALL WIRELESS FACILITY IMPLEMENTATION COST STUDY AND FEE STRUCTURE DEVELOPMENT REPORT; AND, THE SMALL WIRELESS FACILITIES RECOMMENDED REQUIREMENTS.

WHEREAS, last year, Council passed an ordinance updating section 17.12.124 of the Casper Municipal Code (*Wireless Communication Facilities Regulations*); and,

WHEREAS, on September 27, 2018, the FCC released a *Declaratory Ruling and Third Report and Order* (“Order”) that limits state and local management of wireless communication facilities, and the associated fees for use of the rights-of-way and public property in the rights-of-way.

WHEREAS, the Ruling and Order took effect on January 14, 2019; and,

WHEREAS, based on the Order, the City needed to perform cost study and develop implementation recommendations to determine its reasonable, non-discriminatory fees for use of its rights-of-way; and,

WHEREAS, on December 11, 2018, Council approved a contract with Thomas F. Duchen & Associates, Inc., d/b/a River Oaks Communications Corporation (“Consultant”) to perform that work; and,

WHEREAS, the Consultant has completed the cost study and implementation recommendations; and,

WHEREAS, members of each City department reviewed the study and implementation recommendations; and,

WHEREAS, all City departments concur with the cost study and implementation recommendations, and recommend their adoption; and,

WHEREAS, it is important for the City to use the cost study and implementation recommendations as soon as possible, so it can be in compliance with the Order, assist with the rapid deployment of wireless communication facilities, and collect reasonable, non-discriminatory amounts for the use of its rights-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the *Final Report: Right-of-Way Small*

*Wireless Facility Implementation Cost Study and Fee Structure Development Report for the City of Casper*, dated January 30, 2019, is hereby adopted and approved.

BE IT FURTHER RESOLVED: That the *Small Wireless Facilities Recommended Requirements for the City of Casper*, Wyoming, dated January 30, 2019, is hereby adopted and approved.

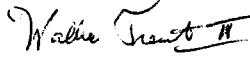
BE IT FURTHER RESOLVED: That the City Manager or his designee shall implement, authorize and modify the requirements of the above-described documents as reasonably necessary in the interest of the City, and in a reasonable, non-discriminatory manner.

PASSED on 1<sup>st</sup> reading the 19th day of February, 2019.

PASSED on 2<sup>nd</sup> reading the 5th day of March, 2019.

PASSED, APPROVED, AND ADOPTED on third and final reading the 19th day of March, 2019.

APPROVED AS TO FORM:



ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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



ORDINANCE NO. 7-19

AN ORDINANCE APPROVING THE CABIN CREEK ESTATES NO. 4 SUBDIVISION AGREEMENT AND THE FINAL PLAT OF CABIN CREEK ESTATES NO. 4, COMPRISING 0.22 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of Cabin Creek Estates No. 4, creating a single lot subdivision (the "plat"); and,

WHEREAS, the plat consists of previously unplatted land located within the Paradise Valley Golf Course property, being a Portion of the SE1/4 of Section 14, T.33N., R.80W., 6<sup>th</sup> P.M., Natrona County, Wyoming; and,

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

WHEREAS, the plat requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to plat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat and subdivision agreements should be approved.

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Cabin Creek Estates No. 4 Subdivision Agreement.

SECTION 2:

That the final plat of the Cabin Creek Estates No. 4 Addition is hereby approved under terms and conditions of the Cabin Creek Estates No. 4 Subdivision Agreement.

SECTION 3:

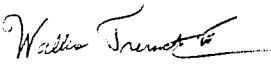
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 5<sup>th</sup> day of March, 2019.

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

February 19, 2019

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

FROM: Andrew B. Beamer, P.E., Public Services Director *AB*  
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Casper Electric, Inc., in the amount of \$68,120.00 for the Parking Structure Lighting Upgrades, Project No. 18-071.

Meeting Type & Date:  
Regular Council Meeting  
March 19, 2019

Action Type  
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Casper Electric, Inc., in the amount of \$68,120.00, for the Parking Structure Lighting Upgrades, Project No. 18-071. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$6,880.00 for a total project amount of \$75,000.00.

Summary:

On Tuesday, February 19, 2019, five (5) bids were received for the Parking Structure Lighting Upgrades, Project No. 18-071. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Casper Electric</b>	<b>Casper, Wyoming</b>	<b>\$68,120.00</b>
Rocky Mountain Electric	Casper, Wyoming	\$69,174.00
Modern Electric	Casper, Wyoming	\$69,196.00
Anchor Electric	Casper, Wyoming	\$74,834.00
Alliance Electric	Casper, Wyoming	\$76,267.80

The Project includes the replacement of the existing ceiling mounted lighting fixtures with brighter, more efficient LED fixtures at the downtown parking structure. The completion date for the project is June 28, 2019. The estimate prepared by the engineer was \$70,440.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Casper Electric, Inc.  
Parking Structure Lighting Upgrades  
Project No. 18-071

Financial Considerations:

Funding for this project will be from Improvements Other Than Buildings.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Casper Electric, Inc., 3150 East Yellowstone Highway, Casper, Wyoming 82609, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make upgrades to the lighting at the downtown parking structure and,

WHEREAS, Casper Electric, Inc., is able and willing to provide those services specified as the Parking Structure Lighting Upgrades Project No. 18-071.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Parking Structure Lighting Upgrades Project No. 18-071, 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 June 28, 2019, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by July 5, 2019.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) 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 Sixty-Eight Thousand One Hundred Twenty and 00/100 Dollars (\$68,120) subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4 and BS-1).
- 8.4 Addenda No. (2).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of nine (9) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:  
  

**Parking Structure Lighting Upgrades Project No. 18-071**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.



8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

#### ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

#### ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:



ATTEST:

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

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

ATTEST:

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

Fleur D. Tremel

Title: City Clerk

CONTRACTOR:

Casper Electric, Inc.

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

Charles Powell

Title: Mayor



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: \$ **68,120.00**

TOTAL BASE BID, IN WORDS: **Sixty-eight Thousand,  
One Hundred Twendy 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. 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: **3150 E. Yellowstone Hwy.**  
**Casper, WY 82609**

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on **February 19**, 2019.

Bidder is bidding as a **Resident** (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: **Casper Electric, Inc.**

(Corporation's or Limited Liability Company's Name)

**Wyoming**

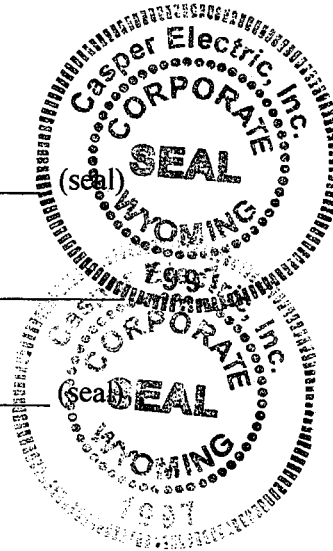
(State of Incorporation or Organization)

By:

*Burt H. Hand*

**Vice President**

(Title)



*D. Walker*

Business Address:

**3150 E. Yellowstone Hwy  
Casper, WY 82609**

Phone Number:

**307-237-3003**

A JOINT VENTURE

By:

(Name)

(seal)

(Address)

By:

(Name)

(seal)

(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 (2)**  
**February 19, 2019**  
**Parking Structure Lighting & Security Upgrades**  
**Project No. 18-071**  
Bid Date: February 19, 2019

COMPANY NAME: **Casper Electric, Inc.**

ADDRESS: **3150 E. Yellowstone Hwy. Casper, WY 82609**

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 & Specifications are to be considered incidental and merged with costs of other related items.

EA = Each

ITEM NO.	BASE BID SCHEDULE				
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Remove and Replace ceiling mounted lighting fixtures	EA	116	<b>\$570.00</b>	<b>\$66,120.00</b>
2	Furnish lighting fixtures for "attic stock"	EA	4	<b>\$500.00</b>	<b>\$2,000.00</b>
TOTAL BASE BID (ITEMS 1 - 2)					<b>\$68,120.00</b>

Bid submitted by: **Casper Electric, Inc.**

(Individual, Partnership, Corporation or Joint-venture)

**ADDENDUM NO. 1**

to the

BIDDING AND CONTRACT DOCUMENTS

for the

PARKING STRUCTURE LIGHTING UPGRADES  
CITY ENGINEERING PROJECT NO. 18-071

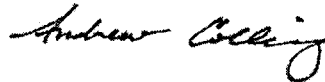
by

CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: February 13, 2019

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)

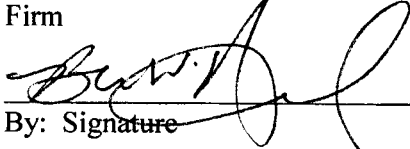


Andrew Colling, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

**Casper Electric, Inc.**

Firm



By: Signature

**Vice President**

Title

**February 18, 2019**

Date Received

**ADDENDUM NO. 2**

to the

BIDDING AND CONTRACT DOCUMENTS

for the

PARKING STRUCTURE LIGHTING UPGRADES  
CITY ENGINEERING PROJECT NO. 18-071

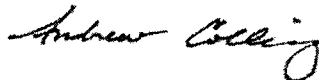
by

CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601

ADDENDUM DATE: February 19, 2019

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Andrew Colling, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)

**Casper Electric, Inc.**

Firm

  
By: Signature

**Vice President**

Title

**02/19/2019**

Date Received



RESOLUTION NO. 19-41

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
CASPER ELECTRIC, INC., FOR THE DOWNTOWN PARKING  
STRUCTURE LIGHTING UPGRADES, PROJECT NO. 18-071.

WHEREAS, the City of Casper desires to replace the ceiling mounted lighting fixtures at the parking structure for the Downtown Parking Structure Lighting Upgrades Project; and,

WHEREAS, Casper Electric, Inc., is able and willing to provide those services specified as the Downtown Parking Structure Lighting Upgrades Project, No. 18-071; 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 Six Thousand Eight Hundred Eighty and 00/100 Dollars (\$6,880) and other project administration related change orders that do not substantially alter the scope of the project.

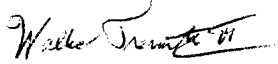
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Casper Electric, Inc., for those services, in the amount of Sixty-Eight Thousand One Hundred Twenty and 00/100 Dollars (\$68,120).

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 Sixty-Eight Thousand One Hundred Twenty and 00/100 Dollars (\$68,120) and Six Thousand Eight Hundred Eighty and 00/100 Dollars (\$6,880) for a construction contingency account, for a total project amount of Seventy-Five Thousand and 00/100 Dollars (\$75,000).

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 Six Thousand Eight Hundred Eighty and 00/100 Dollars (\$6,880) and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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
Fleur D. Tremel  
City Clerk

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Charles Powell  
Mayor

February 21, 2019

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Wayne Coleman Construction, Inc., in the amount of \$283,520.00, for the 2019 CPU Asphalt Repair, Project No. 19-001.

Meeting Type & Date:  
Regular Council Meeting  
March 19, 2019

Action Type  
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Wayne Coleman Construction, Inc., in the amount of \$283,520.00, for the 2019 CPU Asphalt Repair, Project No. 19-001. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000, for a total project amount of \$303,520.00.

Summary:

On Thursday, February 21, 2019, four (4) bids were received for the CPU Asphalt Repair, Project No. 19-001. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Wayne Coleman Construction</b>	<b>Mills, Wyoming</b>	<b>\$283,520.00</b>
Installation Service Co.	Mills, Wyoming	\$289,875.00
Treto Construction	Casper, Wyoming	\$335,000.00
71 Construction	Casper, Wyoming	\$1,280,668.25

The engineer's estimate prepared by the City Engineering Office was \$291,250.00, with the low bid received at \$283,520.00. Adding a construction contingency amount of \$20,000.00 will bring the total contract amount to \$303,520.00.

The 2019 CPU Asphalt Repair contract includes bid quantities for furnishing and installing asphalt and base course materials and other related work based on scheduled in-house waterline replacement work, as well as an estimated number of water main breaks that may occur. This type of work is anticipated every year as part of ongoing waterline maintenance. The contract includes provisions for the

Wayne Coleman Construction, Inc.  
2019 CPU Asphalt Repair  
Project No. 19-001

imposition of liquidated damages if the contractor fails to address individual street repair sites in a timely manner.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations:

Funding for this project will be from the Water Fund Reserves allocated to the FY19 CPU Asphalt Repair Project.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR  
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Wayne Coleman Construction, Inc., PO Box 2440, Mills, Wyoming 82644 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper is desirous of repairing asphalt damaged due to the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as the 2019 CPU Asphalt Repair Project No. 19-001.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2019 CPU Asphalt Repair Project, No. 19-001.

Contractor shall perform all the work required by the Contract Documents for supplying, patching, and finishing of asphalt concrete for street repairs, and rotomilling and repairing of asphalt at various locations throughout the City of Casper and environs, for the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program, for the period of April 15, 2019, through April 14, 2020.

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 Within ten (10) days after the execution of this Agreement, the Owner will provide Contractor a written listing of "winter time" street repair locations, indicating locations requiring repair from the previous winter period as part of this Agreement. The Contractor shall finally complete these "winter time" street asphaltic repairs locations no later than June 15, 2019. The Owner assumes all responsibility for maintenance and traffic control of the "winter time" repair locations until Contractor mobilization to each location, prior to June 16, 2019. Starting June 16, 2019, the Contractor shall assume all responsibilities for any unfinished "winter time" asphaltic repairs, including all maintenance and traffic control. If

the Contractor fails to finally complete any "winter time" street asphaltic repair location by June 15, 2019, liquidated damages as per Article 3.7 shall be invoked.

- 3.2 All asphaltic repairs locations of less than 2,000 square feet associated with the repair program, located throughout the City of Casper and environs, shall be started within seventy-two (72) hours, or three (3) working days, after email notification to Contractor by Owner that the site is ready for repair. If work does not commence within the seventy-two (72) hour or three (3) working day time period, the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept all responsibility for cuts less than 2,000 square feet within seventy-two (72) hours, or three (3) working days, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within ten (10) working days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.3 All asphaltic repairs greater than 2,000 square feet associated with the replacement program, located throughout the City of Casper and environs, shall be started within one hundred and twenty (120) hours or five (5) working days after email notification to Contractor by Owner, that the site is ready for repair. If work does not commence within this time period the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept responsibility for cuts within one hundred and twenty (120) hours or five (5) working days of email notification, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within fifteen (15) days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.4 Any and all asphaltic street repair locations provided to Contractor by Owner between the date of this Agreement and June 15, 2019, shall be completed in accordance with Articles 3.1, 3.2, and 3.3, above.
- 3.5 Once the work commences, there shall be no delays. The work shall progress in a timely continuous manner until completion. If the Contractor should discontinue work prior to completion without Owner's approval, it shall result in liquidated damages for delay as agreed in Article 3.7 of the "Agreement Between Owner and Contractor".
- 3.6 If the Contractor, or the City of Casper representative, feels that in order to adequately insure proper repairs to any given asphalt repair, that complete street closure is necessary, it shall be the Contractor's responsibility to notify all affected residences. If the closure affects business, the affected business shall be given a minimum of a 24-hour notice prior to closure.
- 3.7 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 finally completed by the times and schedules specified in Paragraphs 3.1 through 3.5, inclusive, 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 finally 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 Two Hundred Fifty Dollars (\$250) for each day that expires after the times specified in Paragraphs 3.1 and 3.2, and Five Hundred Dollars (\$500) for each day that expires after the times specified in Paragraphs 3.3 through 3.5, inclusive, for final completion. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of Two Hundred Eighty-Three Thousand Five Hundred Twenty and 00/100 Dollars (\$283,520.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. SUBSTANTIAL COMPLETION

All references in the General Conditions regarding Substantial Completion shall be disregarded, and are not a part of the Contract. All progress payments to the Contractor shall be based upon acceptance of the work as finally complete at each individual work site for street repairs.

#### ARTICLE 6. 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.

6.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

6.1.1 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.

- 6.1.2 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.
  - 6.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 6.2, Final Payment.
  - 6.1.4 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.
- 6.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 7. WITHHELD FUNDS.

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

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 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.
- 8.2 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.



- 8.3 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.
- 8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 8.5 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.
- 8.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

#### ARTICLE 9. 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:

- 9.1 This Agreement (Pages SFA-1 to SFA-7, inclusive).
- 9.2 Exhibit "A" - Bid Form (Pages BF-1 through BF-4 and BS-1 through BS-2).
- 9.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 9.4 Addenda No. 0.
- 9.5 Performance and Payment Bonds.
- 9.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 9.7 Notice of Award.
- 9.8 Notice to Proceed.
- 9.9 Minutes of the Pre-Bid Conference, if any.
- 9.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 9.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 9.12 General Requirements, consisting of seven (7) sections.

- 9.13 Special Provisions, consisting of one (1) section.
- 9.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.15 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.
- 9.16 Notice of Substantial Completion.

#### ARTICLE 10. 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 11. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

**\*\* 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.

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

APPROVED AS TO FORM:

Wilke Hunt

CONTRACTOR:

ATTEST:

Wayne Coleman Construction, Inc.

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur D. Tremel

Charles Powell

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
   **2019 CPU Asphalt Repair**  
   **Project No. 19-001**

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 April 14, 2020.
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. \_\_\_\_\_ Dated \_\_\_\_\_  
         Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_
  - B.     Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C.     This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder

has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 283,520.00

TOTAL BASE BID, IN WORDS: Two Hundred Eighty Three Thousand, Five Hundred Twenty and 00/100 DOLLARS.

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

Address of Bidder: Wayne Coleman Construction, Inc.  
PO Box 2440  
Mills, WY 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on February 21, 2019.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)


Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Wayne Coleman Construction, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By:  (seal)  
Seth M. Coleman, President  
(Title)

(Seal)

Attest: 

Business Address: Wayne Coleman Construction, Inc.  
1898 Melodi Lane  
Casper, WY 82601

Phone Number: 307-265-3158

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

ITEMIZED BID SCHEDULE  
**2019 CPU ASPHALT REPAIR PROJECT NO. 19-001**  
 CASPER PUBLIC SERVICES DEPARTMENT

ABBREVIATIONS

SY = Square yard    SYI = Square yard inch    CY = Cubic Yard    LF = Lineal Feet    EA = Each

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
A-1	2,000	SYI	Furnish and install hot mix asphalt for patches less than 200 square feet for <u>Eleven</u> Dollar(s) and <u>Twenty Five</u> Cent(s) Per square yard-inch.	11	25	22,500	00
A-2	7,000	SYI	Furnish and install hot mix asphalt for patches between 200 and 2,000 square feet for <u>Ten</u> Dollar(s) and <u>Thirty Six</u> Cent(s) per square yard-inch.	10	36	72,520	00
A-3	12,000	SYI	Furnish and install hot mix asphalt for patches greater than 2,000 square feet for <u>Nine</u> Dollar(s) and <u>Zero</u> Cent(s) per square yard-inch.	9	00	108,000	00
B-1	850	CY	Furnish and install Type "W" base coarse for patches greater than 2,000 square feet for <u>Forty</u> Dollar(s) and <u>Zero</u> Cent(s) per cubic yard.	40	00	34,000	00



ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CENTS
C-1	4,000	LF	Rotomill asphalt to a required depth for asphalt repair areas greater than 2,000 square feet for <u>Three</u> Dollar(s) and <u>Zero</u> Cent(s) per lineal foot.	3	00	12,000	00
D-1	250	SY	Install geotextile separation fabric for <u>Three</u> Dollar(s) and <u>Zero</u> Cent(s) per square yard.	3	00	750	00
E-1	10	EA	Furnish and Install concrete manhole collar for <u>Fifteen Hundred</u> Dollar(s) and <u>Zero</u> Cent(s) per each.	1,500	00	15,000	00
E-2	25	EA	Furnish and Install concrete valvebox collar for <u>Seven Hundred Fifty</u> Dollar(s) and <u>Zero</u> Cent(s) per each.	750	00	18,750	00
<b>TOTAL BASE BID (Addition of Items A-1 through E-2)</b>				<b>283,520.00</b>			

Bid Submitted By: Wayne Coleman Construction, Inc.  
(Name of individual, partnership, corporation or LLC, or joint venture)

RESOLUTION NO. 19-42

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE 2019 CPU ASPHALT REPAIR PROJECT NO. 19-001.

WHEREAS, the City of Casper desires to contract for street repairs for the 2019 Casper Public Utilities Asphalt Repair Project; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as 2019 CPU Asphalt Repair Project, No. 19-001; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.


NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Wayne Coleman Construction, Inc., for those services, in the amount of Two Hundred Eighty-Three Thousand Five Hundred Twenty and 00/100 Dollars (\$283,520.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Eighty-Three Thousand Five Hundred Twenty and 00/100 Dollars (\$283,520.00) and Twenty Thousand Dollars (\$20,000.00) for a construction contingency account, for a total project amount of Three Hundred Three Thousand Five Hundred Twenty and 00/100 Dollars (\$303,520.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

February 21, 2019

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

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

SUBJECT: Authorizing an Agreement with 71 Construction, in the Amount of \$80,800, for the Casper Regional Landfill Sanitary Sewer Improvements, Project No. 18-011.

Meeting Type & Date  
Regular Council Meeting  
March 19, 2019

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an agreement with 71 Construction, for construction of the Casper Regional Landfill (CRL) Sanitary Sewer Improvements, Project No. 18-011, for the base bid amount of \$80,800. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$4,040, for a total project amount of \$84,840.

Summary

On February 21, 2019, bids were received from two (2) contractors for construction of the CRL Sanitary Sewer Improvements. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>71 Construction</b>	<b>Casper, Wyoming</b>	<b>\$ 80,800.00</b>
Treto Construction	Casper, Wyoming	\$110,000.00

The Engineer's estimate as prepared by Western Heritage Consulting & Engineering (WHE) for the project was \$71,500.

The CRL's leachate collection system (currently serving existing CRL Cells 1 through 4), the CRL equipment building, and the biosolids leachate collection system, are served by a common sanitary service line. The service line was installed with the construction of CRL Cells 1 and 2 in 2008. With recent sanitary sewer back-ups at the biosolids leachate collection and the increase in leachate flows from CRL Cells 3 and 4, a tank and lift station was recommended to correct these backups. The work includes a new tank, lift station, and pumps at the CRL's leachate collection system cells and repairs to the biosolids leachate collection system lift station. Construction of the improvements is to be substantially complete by June 14, 2019.

WHE is under contract for engineering, design and construction administration for the project.

WHE and City Staff recommend award of the work to 71 Construction in the amount of \$80,800.

Financial Considerations

Funding for this project will be from the City's Solid Waste Improvements Other than Buildings funding.

Oversight/Project Responsibility

Alex Sveda, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Agreement

Bid Form

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and 71 Construction, 7072 Barton Drive, Casper, Wyoming, 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to make tank and lift station improvements for the Casper Regional Landfill's leachate collection system.

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

**Casper Regional Landfill Sanitary Sewer Improvements, Project No. 18-011.**

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 Regional Landfill Sanitary Sewer Improvements, Project No. 18-011, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by the Western Heritage Consulting & Engineering who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by Friday, May 17th, 2019 and ready for final payment in accordance with Article 14 of the General Conditions by Friday, June 14th, 2019. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan. No open excavations shall remain overnight.
- 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,

SFA-1

instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Eighty Thousand Eight Hundred and 00/100 Dollars (\$80,800.00), 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 of Exhibit A.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

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

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

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

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold

SFA-2

five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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



or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 of the Bid Schedule).
- 8.4 Addenda No.: No Addenda.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of nine (9) sections. Special Provisions consisting of one (1) Sections and five (5) Drawing "Sheets".
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Contract Drawings, with each sheet bearing the following general title:  
  
**Casper Regional Landfill Sanitary Sewer Improvements, Project No. 18-011**
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

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.

8.15 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one

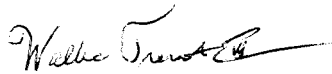
(1) original copy on the day and year below written.

DATED this 19<sup>th</sup> day of March, 2019.

\*\*\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*\*\*

APPROVED AS TO FORM:

(Casper Regional Landfill Sanitary Sewer Improvements, Project No. 18-011)

  
\_\_\_\_\_

CONTRACTOR:

ATTEST:

71 Construction

7072 Barton Drive

Casper, Wyoming, 82604

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

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

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

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

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

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

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

Fleur D. Tremel

Charles Powell

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION:      City of Casper  
   Casper Regional Landfill Sanitary Sewer Improvements  
   Project No. 18-011

THIS BID SUBMITTED TO:      City of Casper  
   200 North David Street  
   Casper, Wyoming 82601

1.      The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **Friday, May 17<sup>th</sup>, 2019** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **Friday, June 14<sup>th</sup>, 2019**, in accordance with the Bidding Documents.
2.      Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3.      Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4.      In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A.      Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  
  
            Addendum No. \_\_\_\_\_                      Dated \_\_\_\_\_  
            Addendum No. \_\_\_\_\_                      Dated \_\_\_\_\_
  - B.      Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

BF-1

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
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: \$ 80,800.00

TOTAL BASE BID, IN WORDS: EIGHTY THOUSAND  
EIGHT HUNDRED 00/100 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 Wyoming Resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 71 CONSTRUCTION  
P.O. BOX 4600  
CASPER, WY 82604

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on 2/21, 2019.

Bidder is bidding as a RESIDENT (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

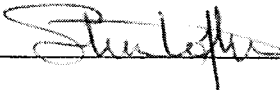
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

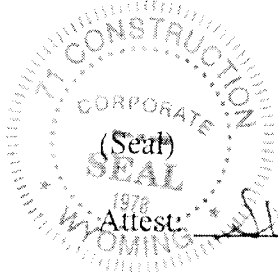
Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 CONSTRUCTION  
(Corporation's or Limited Liability Company's Name)

WYOMING  
(State of Incorporation or Organization)

By:   
PRES  
(Title)



Attest: Shelley Hernandez  
Business Address: 71 CONSTRUCTION  
P.O. BOX 4600  
CASPER, WY 82604

Phone Number: (307) 235-2922

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

# City of Casper, Wyoming

Casper Regional Landfill Sanitary Sewer Improvements, Project No. 18-011

Bid Schedule

February 13, 2019

Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization & Bonds	1	LS	\$ 9,500.00	\$ 9,500.00
2	Remove & Replace 4" Check Valve	4	EA	\$ 5,300.00	\$ 21,200.00
3	Reset Plug Valve	1	EA	\$ 1,700.00	\$ 1,700.00
4	Remove & Replace TCP Tank	1	EA	\$ 27,000.00	\$ 27,000.00
5	Remove & Replace Leachate Sump Pump	2	EA	\$ 8,200.00	\$ 16,400.00
6	Force Account	1	LS	\$5,000.00	\$5,000.00
Total					\$ 80,800.00

## AUTHORIZATION

Total bid price written in words, Items 1 through 6:

EIGHTY-THOUSAND, EIGHT HUNDRED

Dollars

and

ZERO

cents

Company Name and Address:

71 CONSTRUCTION

Contact Information:

Telephone:

(307) 235-2922

Email:

mlewan@71construction.co.

Title:

PREZ  
Steve Lefina

Signature:

Steve Lefina

Printed Name:



RESOLUTION NO.19-43

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71  
CONSTRUCTION, FOR CRL SANITARY SEWER  
IMPROVEMENTS, PROJECT NO. 18-011.

WHEREAS, the City of Casper desires to make tank and lift station improvements for the Casper Regional Landfill's leachate collection system; and,

WHEREAS, 71 Construction, is able and willing to provide those services specified as the CRL Sanitary Sewer Improvements, Project No. 18-011; 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 71 Construction, for those services, in the amount of Eighty Thousand Eight Hundred and 00/100 Dollars (\$80,800.00).

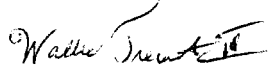
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Eighty Thousand Eight Hundred and 00/100 Dollars (\$80,800.00), and Four Thousand Forty and 00/100 Dollars (\$4,040.00) for a construction contingency account, for a total price of Eighty-Four Thousand Eight Hundred Forty and 00/100 Dollars (\$84,840.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(CRL Sanitary Sewer Improvements, Project No. 18-011)




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

February 22, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 

SUBJECT: Authorizing a Contract for Professional Services with Civil Engineering Professionals, Inc. in the amount of \$50,000 for the Interstate 25 & Casper Marginal Beautification Project, No. 18-044.

Meeting Type & Date:

Regular Council Meeting  
March 19, 2019

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize a contract for professional services with Civil Engineering Professionals, Inc. (CEPI) in the amount of \$50,000 for the Interstate 25 & Casper Marginal Beautification Project, No. 18-044.

Summary:

The Wyoming Department of Transportation (WYDOT) is preparing to reconstruct the Interstate 25 & Casper Marginal. This project involves the removal of the large interstate bridge structure from Curtis Street to Walsh Drive that is no longer necessary due to the removal of the railroad.

Federal Surface Transportation On-System Enhancement funds, administered by WYDOT, have been allocated to the project. The City of Casper has entered into a cooperative agreement with WYDOT to utilize these funds to construct enhancements at the site. The exact enhancements are unknown at this time, but will likely involve the installation of decorative lighting and street trees, along with the extension of the Rails to Trails pathway from Walsh Drive to Curtis Street.

The City Engineering department requested proposals from qualified engineers/landscape architects for design services for the enhancements. Services include schematic design and design development, final design, bidding documents, procuring the services of any sub-consultants, and coordination with WYDOT.

Three firms submitted proposals for this work and were interviewed by city staff. Based on the proposal, interview, and fee proposal, the selection committee selected CEPI as the consultant for the project. CEPI will also provide construction administration and observation services for the project.

Financial Considerations

The estimated cost for the improvements, including WYDOT's overhead and construction administration fees, is \$510,600. WYDOT's federal aid match for the enhancements covers

92.76% of this cost, or \$473,633. The City of Casper would be responsible for the remaining 7.24%, or \$36,967.

The City of Casper is responsible for the entire design and construction administration fee of \$50,000. The City's funding for this project will come from 1cent #13 funds previously allocated to Pathway Improvements.

Oversight/Project Responsibility

Andrew Beamer, P.E., Public Services Director

Attachments

Resolution

Agreement

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 19<sup>th</sup> day of March, 2019, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming 82609 ("Consultant").

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

### RECITALS

A. The City is undertaking a project for enhancements along Interstate 25 between Walsh Drive and Curtis Street to be completed in conjunction with WYDOT's Casper Marginal – Interstate 25 Over Walsh Drive Project.

B. The project requires professional services for the design and contract administration for the enhancements.

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

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

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

#### 1. SCOPE OF SERVICES:

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

##### A. Design Development Phase

1. The Consultant shall work with the Owner to layout the Project.
2. Design Concepts:

#### Walsh Drive & East Yellowstone Highway Intersection

- Consultant shall design intersection improvements to consist of bridge enhancements, way finding and information signs, lighting, and landscaping.
- Consultant shall design irrigation system(s) to service all landscaping.
- Consultant shall develop alternative soil amendments to existing soil to promote healthier growth of grasses and landscaping.

#### Rails to Trails Extension – Walsh Drive to Curtis Street

- The Consultant shall meet with City representatives and members of the Platte River Parkway Trust to discuss proposed project configuration and layout.
  - The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections of the trail, right-of-way and utility plans, and all details necessary for construction, and other details necessary to insure safe passage for the public.
3. Design elements are to follow the design guidelines identified in the Interstate 25 Entryway Beautification Project, dated June 2015.
  4. The Consultant shall meet with Owner's staff and WYDOT up to three times to review progress and receive comment on the Preliminary Design.
  5. The Consultant shall develop a preliminary cost estimate based on the approved Design.

#### B. Final Design Phase

1. The Consultant shall provide and develop detailed construction drawings covering topographic survey, site layout plan, site grading plan, erosion/sedimentation control plan, irrigation and landscaping plan, site utilities plan, section details, and, schematic drawings and detail sheets associated with landscaping, irrigation, electrical, water and other details as required to provide a complete project.
2. The Consultant shall utilize landscaping that minimizes irrigation requirements.
3. The Consultant shall prepare a set of contract documents for inclusion with WYDOT's bidding documents. Contract documents shall consist of technical specifications and construction drawings.

4. The Consultant shall provide the City Engineering Office and WYDOT with four (4) copies of the preliminary construction drawings and specifications to be reviewed by the City staff and WYDOT. Documents shall also be provided in digital format in a form approved by the City and WYDOT.
5. The Consultant shall prepare a project cost estimate when construction drawings are at approximately thirty percent (30%) and ninety percent (90%) complete.
6. The Consultant shall meet with representatives of the Owner's staff and WYDOT during final design when construction drawings and technical specifications are approximately thirty percent (30%) and ninety percent (90%) complete and two (2) weeks prior to public advertisement to review and approve of design concepts.

C. Project Manual

1. The Consultant shall prepare Technical Specifications covering the required work for the Project.
2. The Consultant shall prepare a bid schedule for inclusion with WYDOT's bidding documents.

D. Final Bidding Documents

1. The Consultant shall affix his professional engineer/landscape architect's stamp, date, and signature to the front cover of the project drawings and in accordance with Wyoming State Registration Statutes.
2. The Consultant shall provide the City Engineering Office and WYDOT with a copy of final drawings of the project in AutoCAD format. Final drawings shall be labeled "FINAL DRAWINGS – INTERSTATE 25 & CASPER MARGINAL BEAUTIFICATION PROJECT."
3. The Consultant shall provide the City Engineering Office and WYDOT with a copy of the final contract specifications of the project in word processing format, Microsoft Word, labeled "FINAL CONTRACT SPECIFICATIONS – INTERSTATE 25 & CASPER MARGINAL BEAUTIFICATION PROJECT."

E. Sub-consultants

1. The Consultant shall be responsible to procure any necessary sub-consultant

to complete the work and shall provide a proposed list with the initial proposal.

2. The Casper Public Services Department and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

F. Construction Administration Phase

1. The Consultant shall conduct a pre-construction meeting with the Contractor at the jobsite to review each work item, construction quality control, and phasing of the work.
2. The Consultant shall review shop drawings and material sample submittals for conformance with the intent of the design documents.
3. The Consultant shall make visits to the job-site at intervals appropriate to the various stages of construction to observe the progress and quality of the contractor's work.
4. The Consultant shall attend progress meetings.
5. The Consultant shall issue necessary interpretations and clarifications of the contract documents and assist in the resolution of problems or conflicts due to unforeseen latent conditions.
6. The Consultant shall prepare a punchlist near project completion and conduct a final project review of punchlist items addressed by the contractor.
7. The Consultant shall maintain a regularly updated set of "as-built" record documents. Consultant shall submit record documents to City and WYDOT within thirty (30) days after Substantial Completion in AutoCAD format on one set of compact disks labeled as "Record Drawings – INTERSTATE 25 & CASPER MARGINAL BEAUTIFICATION PROJECT." All submittals shall be dated.



2. TIME OF PERFORMANCE:

The design services of the Consultant shall be undertaken and completed on or before the 28<sup>th</sup> day of June 2019. The Consultant shall conform to WYDOT's schedule for the project and agrees to make adjustments to delivery dates as necessary to accommodate WYDOT's schedule.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the attached Exhibit A, not to exceed a ceiling amount sum fee of Fifty Thousand Dollars (\$50,000). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

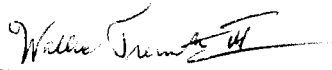
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONSULTANT  
Civil Engineering Professionals, Inc.

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

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

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

Printed Name: ROBERT BENNETT

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

Title: PRESIDENT

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All

of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. Minimum Scope and limit of Insurance.

Coverage shall be at least as broad as:

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

general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

- C. Higher Limits. If the Consultant maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Other Insurance Provisions

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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



14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

# EXHIBIT A

Interstate 25 and Casper Marginal Beautification Project  
City of Casper Public Services Department  
Manpower and Cost Estimate  
February 8th, 2019

Task	Project Engineer	Landscape Architect	Engineering Technician	Expenses	Total
	\$ 120	\$ 100	\$ 95	\$ 1	
Meetings		10			\$ 1,000
Design Development Phase	5	40	10		\$ 5,550
Final Design Phase	10	60	20		\$ 9,100
Project Manual	5	20			\$ 2,600
Final Bidding Documents		20			\$ 2,000
Sub-consultants				9,750	\$ 9,750
Construction Administration Services	50	121	20		\$ 20,000
Total Hours	70	271	50	9750	
<b>Total Cost</b>	<b>\$ 8,400</b>	<b>\$ 27,100</b>	<b>\$ 4,750</b>	<b>\$ 9,750</b>	<b>\$ 50,000</b>

RESOLUTION NO.19-44

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE INTERSTATE 25 & CASPER MARGINAL BEAUTIFICATION, PROJECT NO. 18-044.

WHEREAS, the City of Casper desires to secure an engineering/landscape architect firm to provide design and contract administration for the Interstate 25 & Casper Marginal Beautification, Project No. 18-044; and,

WHEREAS, Civil Engineering Professionals, Inc., is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Civil Engineering Professionals, Inc., in the amount of Fifty Thousand Dollars (\$50,000.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Fifty Thousand Dollars (\$50,000.00).

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

February 14, 2019

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director   
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Transmission Distribution Service, LLC, DBA TDS Construction, in the amount of \$387,508.86, for the Verda James Pedestrian Overpass, Project No. 18-010.

Meeting Type & Date:  
Regular Council Meeting  
March 19, 2019

Action Type  
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Transmission Distribution Service, LLC, DBA TDS Construction, in the amount of \$387,508.86, for the Verda James Pedestrian Overpass, Project No. 18-010. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000, for a total project amount of \$407,508.86.

Summary:

On Wednesday, February 13, 2019, four (4) bids were received for the Verda James Pedestrian Overpass, Project No. 18-010. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>TDS Construction</b>	<b>Glenrock, Wyoming</b>	<b>\$387,508.86</b>
Reiman Corp	Cheyenne, Wyoming	\$460,650.00
Caspar Building Systems	Casper, Wyoming	\$767,738.00
Powder River Construction	Gillette, Wyoming	\$854,760.00

The Project includes the replacement of the existing precast concrete structural spans with steel framed spans and replacement of concrete decking for the Verda James Pedestrian Overpass. The based bid is for the ramps only and does not include the replacement of the walkway across Wyoming Boulevard. The completion date for the project is August 31, 2019. The estimate prepared by Lower Co., P.C. was \$302,880.00.

Transmission Distribution Service, LLC  
DBA TDS Construction  
Verda James Pedestrian Overpass  
Project No. 18-010

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations:

Funding for this project will be from Budgeted One Cent #15 Optional Sales Tax Funds allocated to Overpass Repairs and One Cent #14 Optional Sales Tax Funds remaining from the Bryan Stock Trail Bridge Repairs Project.

Oversight/Project Responsibility:

Bob Lower, PE, Lower Co., P.C.

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

Transmission Distribution Service, LLC  
DBA TDS Construction  
Verda James Pedestrian Overpass  
Project No. 18-010

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, DBA TDS Construction, PO Box 716, Glenrock, Wyoming 82637, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace the existing precast concrete structural spans with steel framed spans for the Verda James Pedestrian Overpass and,

WHEREAS, Contractor is able and willing to provide those services specified as the Verda James Pedestrian Overpass, Project No. 18-010.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Verda James Pedestrian Overpass Project No. 18-010, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by Lower Co., P.C., who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 31, 2019 and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 14, 2019.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) 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 Three Hundred Eighty-Seven Thousand Five Hundred Eight and 86/100 Dollars (\$387,508.86) 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 Bid Schedule, 3 pages) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety percent (90%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of fifty percent (50%) of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

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

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

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

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



- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4 and Bid Schedule, 3 pages).
- 8.4 Addenda No. (2).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of four (4) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:  
  

**Verda James Walkway Overpass Project No. 18-010**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

#### ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

#### ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

ATTEST:

Transmission Distribution Service,  
DBA TDS Construction

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

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

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

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

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

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

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

Fleur D. Tremel

Charles Powell

Title: City Clerk

Title: Mayor

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

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 11 day of February, 2019.

APPROVED AS TO FORM:

ATTEST:

By: 

Title: CFO

ATTEST:

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

Fleur D. Tremel

Title: City Clerk

CONTRACTOR:

Transmission Distribution Service  
DBA TDS Construction

By: 

Title: President

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

Ray Pacheco

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper  
**Verda James Pedestrian Overpass**  
**Project No. 18-010**

THIS BID SUBMITTED TO: City of Casper  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by August 31, 2019, and completed and ready for final payment not later than September 14, 2019 in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u><i>Janella Short</i></u>	Dated <u>2-11-19</u>
Addendum No. <u><i>Janella Short</i></u>	Dated <u>2-11-19</u>
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, 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: \$ 387,508.69

TOTAL BASE BID, IN WORDS: Three Hundred Eighty Seven Thousand Five Hundred Eight Dollars and Sixty Nine Cents. DOLLARS.

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

IDS Construction

P.O. Box 716

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 February 13, 2019.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)  
\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: § Transmission Distribution Svc (seal)  
(Corporation's or Limited Liability Company's Name)

dba TDS Construction  
Wyoming  
(State of Incorporation or Organization)

By:  (seal)

(Title) President

(Seal)

Attest:  Robert Short

Business Address: PO Box 716  
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.)

**BID SCHEDULE**  
**VERDA JAMES PEDESTRIAN OVERPASS**  
**PROJECT NO. 18-010**

BID DATE: February 13, 2019

COMPANY NAME: Transmission Distribution Service LLC

ADDRESS: DBA TDS Construction P.O. Box 716  
Glenrock Wyoming 82637

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 items.

CY = Cubic Yard    EA = Each    LF - Lineal Foot    LS = Lump Sum    SF = Square Foot

ITEM NO.	BASE BID SCHEDULE				
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization (Includes General Conditions)	LS	1	53,990.34	53,990.34
2	Traffic Control	LS	1	20,875.00	20,875.00
3	Demolition	LS	1	30,321.00	30,321.00
4	Structural Steel	LS	1	80,998.00	80,998.00
5	Drilled Piers	LF	40	184.73	7,389.20
6	Foundation Concrete (Abutments & Slabs on Grade)	CY	8	880.69	7,045.55
7	Concrete Haunches	CY	2	4,435.00	8,870.00
8	Pre-Cast Slabs	SF	4,350	21.42	93,177.00
9	Guardrail Fence	LF	1,160	56.02	64,983.20
10	Structural Steel @ Landings	LS	1	9,972.00	9,972.00
11	Anchor Bolts	EA	80	45.47	3,637.40
12	Bearing Pads	EA	40	156.25	6,250.00
TOTAL BASE BID (Items 1 -12)					387,508.69



ITEM NO.	BID ALTERNATE #1 BID SCHEDULE				
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization (Includes General Conditions)	LS	1	79,655.93	79,655.93
2	Traffic Control	LS	1	119,357.20	119,357.20
3	Demolition	LS	1	40,297.00	40,297.00
4	Structural Steel (to Include Span)	LS	1	112,650. <sup>00</sup>	112,650. <sup>00</sup>
5	Drilled Piers	LF	40	184.73	7,389.20
6	Foundation Concrete (Abutments & Slabs on Grade)	CY	8	880.69	7,045.52
7	Concrete Haunches	CY	2	4,435.00	8,870.00
8	Pre-Cast Slabs	SF	5,105	21.42	109,349.10
9	Guardrail Fence	LF	1,160	56.02	66,983.20
10	Structural Steel @ Landings	LS	1	9,972.00	9,972.00
11	Anchor Bolts	EA	80	45.47	3,637.40
12	Bearing Pads	EA	40	156.25	6,250.00
13	Concrete Curbs	LF	201	42.23	8,488.23
14	Guardrail Cage	LF	101	569.45	57,514.45
15	Grout	LS	1	3500.00	3500.00
TOTAL BID ALT #1 (Items 1 -15)					640,959.23

ITEM NO.	BID ALTERNATE #2 BID SCHEDULE				
	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization (Includes General Conditions)	LS	1	81,265.67	81,265.67
2	Traffic Control	LS	1	119,357.20	119,357.20
3	Demolition	LS	1	40,297.00	40,297.00
4	Structural Steel (to Include Engineered Bridge)	LS	1	121,285.00	121,285.00
5	Drilled Piers	LF	40	184.73	7,389.20
6	Foundation Concrete (Abutments & Slabs on Grade)	CY	8	880.69	7,045.55
7	Concrete Haunches	CY	2	4,435.00	8,870.00
8	Pre-Cast Slabs	SF	4,350	21.42	93,177.00
9	Guardrail Fence	LF	1,160	56.02	64,983.20
10	Structural Steel @ Landings	LS	1	9,972.00	9,972.00
11	Anchor Bolts	EA	80	45.47	3,637.40
12	Bearing Pads	EA	40	156.25	6,250.00
13	Cast in Place Slab Deck	SF	755	29.58	22,332.90
14	Guardrail Cage	LF	101	569.45	57,514.45
15	Grout	LS	1	3,500.00	3,500.00
TOTAL BID ALT #2 (Items 1 -15)					646,876.57

Bid submitted by: Transmission Distribution Service LLC dba  
TDS Construction  
(Individual, Partnership, Corporation or Joint-venture)

*Jamila Short* President

RESOLUTION NO.19-45

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRANSMISSION DISTRIBUTION SERVICE, LLC, DBA TDS CONSTRUCTION, FOR THE VERDA JAMES PEDESTRIAN OVERPASS PROJECT NO. 18-010.

WHEREAS, the City of Casper desires to replace the existing precast concrete structural spans with steel framed spans for the Verda James Pedestrian Overpass Project; and,

WHEREAS, TDS Construction is able and willing to provide those services specified as Verda James Pedestrian Overpass Project, No. 18-010; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand and 00/100 Dollars (\$20,000) and other project administration related change orders that do not substantially alter the scope of the project.

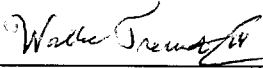
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Transmission Distribution Service, LLC, DBA TDS Construction, for those services, in the amount of Three Hundred Eighty-Seven Thousand Five Hundred Eight and 86/100 Dollars (\$387,508.86).

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 Three Hundred Eighty-Seven Thousand Five Hundred Eight and 86/100 Dollars (\$387,508.86) and Twenty Thousand and 00/100 Dollars (\$20,000) for a construction contingency account, for a total project amount of Four Hundred Seven Thousand Five Hundred Eight and 86/100 Dollars (\$407,508.86).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand and 00/100 Dollars (\$20,000) and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Charles Powell  
Mayor

March 15, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Resolution Renaming Parkway Plaza Drive as West E Street

Meeting Type & Date:

Regular Council Meeting, March 19, 2019.

Action Type:

Resolution.

Recommendation:

That Council, by resolution, approve the renaming of Parkway Plaza Drive, located within the Liberty Addition to the City of Casper, as West E Street.

Summary:

The Liberty Addition was platted and recorded with the Clerk of Natrona County, Wyoming as Instrument No. 310111, on December 17, 1935, creating West E Street. On August 2, 2016, the City of Casper entered into a Memorandum of Understanding (MOU) with CRU Casper, LLC (dba – Parkway Plaza Casper Resort, Spa and Convention Center, Casper, Wyoming) for improvements to the property at 123 West E Street, as well as the gateway entrance to downtown Casper. Article II, Section A(2)(b) of said MOU obligated the City of Casper to rename West E Street to Parkway Plaza Drive.

Due to nonperformance by CRU Casper, LLC, the City terminated the MOU via Council Resolution No. 17-29 in January 2017. The Parkway Plaza Hotel has since been closed, and purchased by a new owner. The new owner has requested that the previous name of the street be restored back to West E Street. Upon Council approval of the street renaming, the address for the property will change from 1 Parkway Plaza Drive, to 123 West E Street. The only other address impacted by the street renaming is an irrigation meter. As with all street name changes, emergency services and the US Postal Service have been, or will be notified.

Financial Considerations:

Not Applicable.

Oversight/Project Responsibility:

Information Services Division is currently responsible for addressing with the City.

Attachments:

Resolution

Vicinity Map



# Street Name Change - Parkway Plaza Drive as West E Street





RESOLUTION NO. 19-46

A RESOLUTION RENAMING PARKWAY PLAZA DRIVE TO WEST E STREET, LOCATED IN THE LIBERTY ADDITION, AND AUTHORIZING AND DIRECTING THE RESOLUTION TO BE RECORDED IN THE OFFICE OF THE NATRONA COUNTY CLERK.

WHEREAS, the Liberty Addition was platted and recorded with the Clerk of Natrona County, Wyoming as Instrument No. 310111, on December 17, 1935; and,

WHEREAS, the Liberty Addition plat dedicated and created West E Street, a copy of said street, is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth; and,

WHEREAS, the City of Casper entered into a Memorandum of Understanding (MOU) with CRU Casper, LLC (dba – Parkway Plaza Casper Resort, Spa and Convention Center, Casper, Wyoming), on August 2, 2016; and,

WHEREAS, Article II(A)(2)(b) of said MOU obligated the City of Casper to rename West E Street as Parkway Plaza Drive; and,

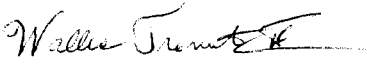
WHEREAS, Council Resolution No. 17-29 terminated the MOU, and the City now desires to change the name of the Street back to its original name, West E Street; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the renaming of Parkway Plaza Drive, located within the Liberty Addition to the City of Casper, as West E Street.

BE IT FURTHER RESOLVED: That upon passage and execution of this resolution in accordance with law, this resolution shall be filed with the office of the Natrona County Clerk.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

March 5, 2019

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tim Cortez, Parks and Recreation Director *TC*  
SUBJECT: Authorizing a Contract between the City of Casper and the Natrona County Travel and Tourism Council for Group Ticket Sales to CNFR.

Meeting Type & Date  
March 19, 2019

Action type  
Authorize, by resolution, a Contract for Professional Services

Recommendation  
That Council approves, by resolution, a contract between the City of Casper and the Natrona County Travel and Tourism Council for the selling of group tickets to the CNFR events for the next three years.

Summary  
Pursuant to the Council work session on January 29<sup>th</sup>, 2019, a contract was drafted which would authorize the Natrona County Travel and Tourism Council to sell group tickets for College Nationals Final Rodeo. Council approved the agreement in order to increase ticket sales, which have been stagnant in recent years.

The contract will be for three years and the \$40,000 annual cost will be split between Natrona County, Natrona County Travel and Tourism Council, the City of Casper, and the Economic Development Joint Powers Board. As a result, the City's share is \$10,000 annually. The contract can be cancelled for any reason provided 60 days of written notice, for example, if there is a lack of results or another entity backs out of the agreement. In addition, the contract stipulates monthly status reports to determine if the efforts are working.

Financial Considerations  
The City of Casper will pay Natrona County Travel and Tourism Council \$10,000 annually.

Oversight/Project Responsibility  
Tim Cortez, Parks and Recreation Director

Attachments  
Resolution  
Contract for Professional Services



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I-AGREEMENT

This Contract for Professional Services ("Contract") is entered into on the 15 day of February 2019, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. The Natrona County Travel & Tourism Council, a quasi-governmental agency, 139 West 2nd Street #1b., Casper, Wyoming 82601 ("Contractor").

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

### RECITALS

- A. The City is undertaking a project to support increasing tickets sales to the College National Finals Rodeo June 9 – 15, 2019.
- B. The project requires professional services from the Contractor.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

#### I. SCOPE OF SERVICES:

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

Prospect and sell College National Finals Rodeo inventory including, but not limited to, general admission, premium and VIP tickets to individuals and groups.

#### 2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before June 30, 2019.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of ten-thousand (\$10,000.000).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it 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. The invoice shall state the number sold, type and amounts received for ticket sales. Contractor will implement internal controls so that all tickets conveyed for sale shall be accounted for.

The sales results, by the numbers sold, type and amounts received for ticket sales, shall be provided to the City on the 15<sup>th</sup> day of each month commencing March 15<sup>th</sup> until the final invoice is submitted.

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.

DATED: March 2, 2019

CITY OF CASPER, WYOMING

See separate "Approval as  
to Form" John Hanley  
3/12/19

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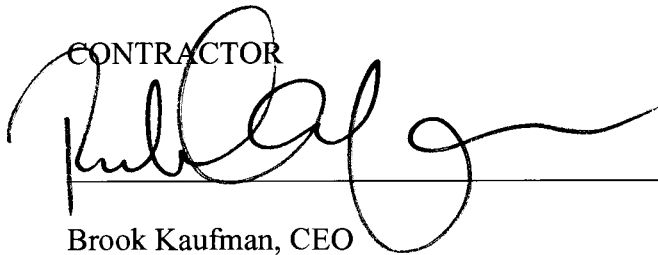
Charlie Powell, Mayor

ATTEST:

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City Clerk

CONTRACTOR

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

Brook Kaufman, CEO  
Casper Area Convention & Visitors Bureau  
DBA Visit Casper

## CONTRACT FOR PROFESSIONAL SERVICES PART II

### GENERAL TERMS AND CONDITIONS

#### I. 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 set off 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. **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 subcontractors, 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) 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. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. Automobile Liability covering any auto, or if Contractor has no owned autos, hired and 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.

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.

*2. Primary Coverage*

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

*3. Notice of Cancellation*

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.

11. 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.

12. 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.

13. NO THIRD-PARTY BENEFICIARY RIGHTS:

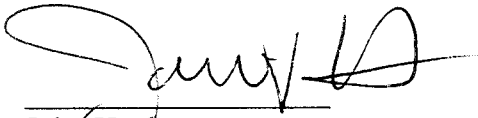
The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this 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.

APPROVAL AS TO FORM

I have reviewed the attached agreement with *the Natrona Country Travel and Tourism Council for Group Ticket Sales to the College National Finals Rodeo* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 03/12/2019

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

John Henley  
City Attorney

RESOLUTION NO.19-47

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NATRONA COUNTY TRAVEL AND TOURISM COUNCIL FOR GROUP TICKET SALES TO THE COLLEGE NATIONAL FINALS RODEO (CNFR), TO BE HELD AT THE CASPER EVENTS CENTER.

WHEREAS, the City of Casper wants to increase the amount of tickets sold to the College National Finals Rodeo; and,

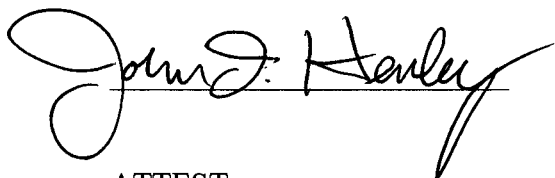
WHEREAS, other entities want to partner to ensure as many tickets as possible are sold to assist in retaining the event in future years; and,

WHEREAS, Natrona County Travel and Tourism Council has hired a contractor to provide group tickets sales to CNFR.

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, an agreement with the Natrona County Travel and Tourism Council, for services related to the selling of group tickets to CNFR, under terms and conditions more specifically delineated in the agreement.

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

March 5, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing Change Order No. 1 with Treto Construction, LLC, in the amount of \$132,215.44, for the Midwest Avenue Reconstruction Elm Street to David Street, Project No. 17-031

Meeting Type & Date

Regular Council Meeting  
March 19, 2019

Action Type

Resolution

Recommendation

That Council, by resolution, authorize Change Order #1 to the agreement with Treto Construction, LLC, for the Midwest Avenue Reconstruction Elm Street to David Street, Project No. 17-031, in the amount of \$132,215.44.

Summary

Treto Construction, LLC (Treto) is currently under contract for the reconstruction of Midwest Avenue from David Street to Elm Street. This project consists of complete reconstruction of the roadway and sidewalks, as well as installation of new water mains, new storm sewer, and underground electrical work to convert the area from overhead power to underground power.

Due to safety concerns and code compliance issues, the underground electrical work has been modified from the original scope provided by Rocky Mountain Power. The Consultant on the project met with the Contractor, Rocky Mountain Power staff, and city staff to determine the required scope changes. The additional work and materials include furnishing and installing an underground vault, additional conduit and boring, and additional labor. The additional work required for the underground power has been quoted by Treto for \$92,741.00.

This project includes installation of pole bases for new lighting from Ash to Elm, with plans to install the lights during the next phase of this project after the overhead power on this section of roadway is removed. Rocky Mountain Power has reviewed and approved a request to install the decorative lighting that will not encroach on the overhead power. Six additional decorative lights will be installed on Midwest between Ash and Elm. Treto has provided a cost of \$39,474.44 to install the six additional lights.

The proposals provided by Treto Construction for Change Order #1 have been reviewed and are recommended by the city's Consultant and city staff.

#### Financial Considerations

Change Order #1 will increase the contract amount by \$132,215.44 and increase the total Contract Amount to \$2,653,915.44. Funding for CO#1 will come from contingency for the project and will reduce the contingency amount to \$106,084.56.

#### Oversight/Project Responsibility

WWC Engineering

Ethan Yonker, P.E., Associate Engineer, Public Services

#### Attachments

Resolution

Recommendation Letter from WWC Engineering dated 3/5/19

Change Order No. 1 prepared by WWC Engineering.

March 5, 2019

Mr. Ethan Yonker, P.E.  
Associate Engineer  
City of Casper  
200 N. David Street  
Casper, WY 82601

**Re: Midwest Avenue Reconstruction – Elm to David  
Project 17-031  
Change Order No. 1 – Additional Electrical Work & Pedestrian Lights**

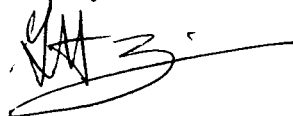
Dear Ethan,

WWC is providing Construction Administration services for the above referenced project. The attached Change Order No. 1 includes 6 additional Pedestrian Light poles, delivery, and labor; as well as required modifications and additions to the electrical work as required by Rocky Mountain Power

These Pedestrian Light Poles were not planned on being installed during this phase of the Midwest Avenue Reconstruction, per Rocky Mountain Power's request, due to the clearance to the Overhead Power lines which will remain between Elm St. and Ash St. However, we planned on installing the foundations and conduit during this phase. Cunningham Electric approached Rocky Mountain Power to see if they would allow installation of these lights and they reassessed the clearances and are going to allow these lights to be installed.

The additional electrical work covers the modifications to the electrical design to service the Ide Mobil and Slumberland buildings, as requested by Rocky Mountain Power.

Sincerely,



Garrett Zimmer, P.E.  
Project Manager

CITY OF CASPER  
CHANGE ORDER

NO. (1)

PROJECT: Midwest Avenue Reconstruction  
Elm to David  
Project No.: 17-031  
OWNER: City of Casper, Wyoming

DATE OF ISSUANCE: 03/05/2019

CONTRACTOR: Treto Construction

ARCHITECT/ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description: Six additional Pedestrian Light Poles and Heads, including Labor and Delivery. Additional electrical work as required by Rocky Mountain Power

Attachments: Estimate from Cunningham Electric for additional Pedestrian Lights.  
Estimate from Cunningham Electric for additional Electrical Work.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 2,511,700.00	Original Contract Time: (days or date) Substantial completion: <u>September 6</u> , 2019; Final completion: <u>September 27</u> , 2019
Previous Change Orders No. <u>---</u> to <u>---</u> : \$ <u>0</u>	Net change from previous Change Orders (days): <u>--0--</u> (days): <u>--0--</u>
Contract Price prior to this Change Order: \$ 2,511,700.00	Contract Time prior to this Change Order: Substantial completion: <u>September 6</u> , 2019; Final completion: <u>September 27</u> , 2018
Net Increase/Decrease change of this Change Order: \$ 132,215.44	Net Increase/Decrease of this Change Order: <u>0</u> (days) ( <u>0</u> calendar days)
Contract Price with all approved Change Orders: \$ 2,653,915.44	Contract Time with all approved Change Orders:(date) <u>Substantial completion:</u> September 6, 2019 <u>Final completion:</u> September 27, 2019

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: SEAN H. TRET BY: [Signature]  
Contractor Engineer

BY: \_\_\_\_\_  
Owner

CO-1





253 N. Jefferson St.  
Casper, WY 82601  
307-267-0048

# Estimate

Date	Estimate #
1/23/2019	18-119

Name / Address
Treto Construction, LLC PO Box 50610 Casper, WY 82609

			Project
Description	Qty	Rate	Total
Proposal for Midwest Ave Reconstruction Memorandum/Price Request dated January 18, 2019, West Plains Engineering Revised 3-4-19 Proposal is per this memorandum New material to include new vault and lid, boring for (4) 4" conduits from new vault (2) to Slumberland and (2) to Goodstein Bldg, (1) 4" conduit from existing sectionalizer to new vault location, 48x48 CT cabinet with bussing at Slumberland location, long radius fiberglass sweeps as needed, installation of above ground junction box at Goodstein location, equipment to remove transformer at Slumberland location, demo of concrete/asphalt as needed, replacement of concrete and asphalt, excavation as needed, gravel in vault pit, hauling of vault to location, connection of power to both locations, 2500 pound rated mule tape in conduits for RMP, labor and applicable taxes. Electrical Electrical Credit for concrete pads Electrical Credit for boring (2) 4" conduits from sectionalizer  vault and lid \$ 6050.00 hauling \$ 550.00 1-110'x 4" bore \$ 6655.00 excavation, demo, hauling, set vault, base material, pour back concrete \$ 14300.00			
Unless otherwise specified by Cunningham Electric, Inc., terms are net thirty (30) days from the date of invoice. Service charges will be assessed at 1-1/2% per month, 18% annum on unpaid balances. Customer shall be liable for all expenses, including attorneys' fees and other litigation costs, relating to the collection of past due amounts.			<b>Total</b>



253 N. Jefferson St.  
Casper, WY 82601  
307-267-0048

# Estimate

Date	Estimate #
1/23/2019	18-119

Name / Address
Treto Construction, LLC PO Box 50610 Casper, WY 82609

			Project
Description	Qty	Rate	Total
Slumberland bores \$ 28300.00 48x48 CT cabinet and interior bussing \$ 1960.00 fiberglass 90 sweeps and expansion couplings \$ 387.00 equipment and excavation by building \$ 990.00 telehandler rental with operator \$ 1100.00 labor 110 hrs x \$ 71.50/hr \$ 7865.00 Goodstein bores 250' x 2 \$ 26250.00 Misc materials for cabinet connections \$ 2037.00 Labor 100x \$71.50/hr \$ 7150.00 Misc general materials \$ 2200.00 credit for 2 concrete pads (\$ 1800.00) credit for 2- 4" bores (\$ 11253.00) net change order \$ 104,141.00 Electrical & Lighting	1	92,741.00	92,741.00
Unless otherwise specified by Cunningham Electric, Inc., terms are net thirty (30) days from the date of invoice. Service charges will be assessed at 1-1/2% per month, 18% annum on unpaid balances. Customer shall be liable for all expenses, including attorneys' fees and other litigation costs, relating to the collection of past due amounts.			<b>Total</b>



253 N. Jefferson St.  
Casper, WY 82601  
307-267-0048

# Estimate

Date	Estimate #
1/23/2019	18-119

Name / Address
Treto Construction, LLC PO Box 50610 Casper, WY 82609

			Project
Description	Qty	Rate	Total
Revised pricing for change order due to lower bid on horizontal boring from new contractor.			
Unless otherwise specified by Cunningham Electric, Inc., terms are net thirty (30) days from the date of invoice. Service charges will be assessed at 1-1/2% per month, 18% annum on unpaid balances. Customer shall be liable for all expenses, including attorneys' fees and other litigation costs, relating to the collection of past due amounts.			<b>Total</b> \$92,741.00



253 N. Jefferson St.  
Casper, WY 82601  
307-267-0048

# Estimate

Date	Estimate #
2/20/2019	19-012

Name / Address
Treto Construction, LLC PO Box 50610 Casper, WY 82609

			Project
Description	Qty	Rate	Total
Proposal for adding (6) additional M light poles and heads on Midwest between Ash and Elm originally for phase 2 of project.			
6 Poles and Heads	6	5,402.60	32,415.60
Truck charge	1	350.00	350.00
Labor	24	65.00	1,560.00
Treto mark up 15%	1	5,148.84	5,148.84
Please make change order to Treto Construction			
Unless otherwise specified by Cunningham Electric, Inc., terms are net thirty (30) days from the date of invoice. Service charges will be assessed at 1-1/2% per month, 18% annum on unpaid balances. Customer shall be liable for all expenses, including attorneys' fees and other litigation costs, relating to the collection of past due amounts.			
<b>Total</b>			<b>\$39,474.44</b>

RESOLUTION NO.19-48

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE MIDWEST AVENUE RECONSTRUCTION ELM STREET TO DAVID STREET, PROJECT NO. 17-031

WHEREAS, the City of Casper desires to modify the scope of work for the Midwest Avenue Reconstruction Elm Street to David Street, Project No. 17-031; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as Change Order No. 1 to the agreement for modifications to the project scope of the Midwest Avenue Reconstruction Elm Street to David Street, Project No. 17-031; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 1 to the agreement with Treto Construction, LLC, to modify the scope of work for the Midwest Avenue Reconstruction Elm Street to David Street, Project No. 17-031, in the amount of One Hundred Thirty-Two Thousand Two Hundred Fifteen and 44/100 Dollars (\$132,215.44).

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, for a total contract amount of Two Million Six Hundred Fifty-Three Thousand Nine Hundred Fifteen and 44/100 Dollars (\$2,653,915.44).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:




ATTEST:

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

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

February 20, 2019

MEMO TO: His Honor, The Mayor, and Members of City Council  
FROM: J. Carter Napier, City Manager   
SUBJECT: Leisure Services Advisory Board Appointments

Meeting Type & Date  
Regular Council Meeting, March 19, 2019

Action Type  
Minute Action

Recommendation:  
That Council, by minute action, authorize the appointment of Andrea Covert to the Leisure Services Advisory Board (LSAB).

Summary:  
The LSAB has two (2) two openings on their board. The application period closed on January 31, 2019. One application was received.

The LSAB voted to recommend Andrea Covert to City Council for appointment to the LSAB at their meeting on February 13, 2019. This will be the first term for Andrea Covert, therefore she is eligible to apply for reappointment for an additional three (3) year term. Andrea Covert would be appointed for one (1) three (3) year term beginning March 20, 2019 and expiring December 31, 2021.

Financial Considerations:  
No Financial Considerations

Oversight/Project Responsibility:  
Leisure Services Advisory Board

Attachments:  
News Release – Leisure Services Advisory Board Vacancies  
Minutes of the February 13, 2019 LSAB Meeting  
Appointment Request Letter from Andrea Covert



PARKS & RECREATION DEPARTMENT

## NEWS RELEASE

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### For Immediate Release

Contact:

Carolyn Griffith, Recreation Manager  
Parks and Recreation Department  
[cgriffith@casperwy.gov](mailto:cgriffith@casperwy.gov)  
(307) 235-8485

### **Leisure Services Advisory Board Vacancies**

*Board serves as liaison to City Council*

**Casper, Wyoming (January 9, 2019)** – The Casper City Council is accepting applications from interested citizens who wish to serve as volunteer members of the Leisure Services Advisory Board. The Leisure Services Advisory Board exists for the purpose of providing a source of active participation by a wide range of citizens in planning, setting priorities, and providing direction for City-owned recreational facilities and related programs in Casper. The Board serves as a coordinating body to bring together all of the resources which currently exist and to seek out additional resources to improve access to leisure services and information for residents of the Casper area.

The Leisure Services Advisory Board is made up of nine (9) volunteer citizens of Casper that are appointed by the City Council and serve three (3) year terms. The Board meets at 4:30 p.m. on the second Thursday of every month at various pre-determined recreational facilities.

Any citizen interested in serving on the Leisure Services Board is invited to submit a letter of application outlining relevant experience and why he or she is interested. Letters should be addressed to the Recreation Manager, 1801 East 4<sup>th</sup> Street, Casper, Wyoming, 82601, or delivered to the City Manager's Office, 200 North David Street. Please note on the envelope or subject line: "Leisure Services Advisory Board Opening." The deadline for applications is January 31, 2019.



**Leisure Services Advisory Board (LSAB)**  
**Minutes of Thursday, February 13, 2019**

The meeting was called to order at 4:30 pm by Chairman Rasmussen at the Casper Family Aquatic Center Conference Room.

Board Members Present: Ted Rasmussen, Beth Nelson, Jon Huss, Stephanie Whitfield, and David LaPlante

Council Liaison: No one present

Staff Present: Blaise Grant, Paul Zowada, Randy Norvelle, and Carolyn Griffith

Guests: Vikki Brown, Terra Zowada, Dominic Domenici, Kalen Hill, Mike Allen

**Approval of Minutes**

Chairman Rasmussen accepted a motion to approve the December 13, 2018 minutes. Passed. Motion to approve the minutes of the January 10, 2019 meeting was accepted, seconded and passed.

**User Groups**

***Casper Youth Baseball*** – Terra Zowada, Vikki Brown, Dominic Domenici

They had almost 700 players in their program last year. They offer baseball for kids up to 15 years old. They used the Field of Dreams and Washington Park baseball fields. There were about 150 parents involved in some aspect. They were affiliated with Little League last year to open tournament opportunities to compete statewide. They did place 4<sup>th</sup> in a district tournament. They implemented t-ball last year for 6 year olds. There were about 120 kids in the tee ball program. Girls are playing in their leagues. Nowcap clients played a game hosted by Casper Youth Baseball last year. Dominic prepped the field to address accessibility issues for the Nowcap game. Little League encourages bringing the community back to baseball. They plan to continue making field improvements. Casper Youth Baseball partnered with the City last year to improve the fields. In 2017, they made improvements to Washington Park Field which was named Field of the Year by the regional Turfgrass Association.

David Laplante asked for clarification on fields used. Terra explained which age groups play on which fields. She also mentioned that Tani Field is sub-leased to the Casper Crush.

Chairman Rasmussen asked if Casper Youth Baseball hosts any tournaments. Vikki described the tournaments that they are working on for this coming season. Beth Nelson asked which fields will be used for the Mike Rogers Memorial tournament scheduled for June. They intend to use all of the baseball fields and possibly a softball field or two.

***Legion Baseball*** – No one present

Randy Norvelle, recently hired Parks Manager, joined the meeting and was introduced.

***Casper Crush***– Kalen Hill

Their program offers a year-round competitive baseball experience for kids. They started with 36 kids in 2011. Their vision was to be sustainable and competitive. Now they have 13 competitive teams (172 kids) ages 8-18 playing. They first used Field of Dreams and Dean Morgan gyms in the winter. They are currently an all-boys program. They are about maxed out. Their building at Mike Sedar Park is busy all of the time. They can't really grow more right now because additional year-round space is unavailable. Casper Crush has interest in taking over the lease at Tani in 2020 when the CYB lease expires.



Jon Huss asked about the age of the kids in the program and if 7 year olds are eligible. Kalen said that they did have 7 year olds try out but really the program is geared more for the 8 year olds. They have 32 home games scheduled this year. Kalen described try-outs which are held in August each year. There's only one age group that has 3 teams and that is the 12 year olds. They have a tiered system that teams are placed into for competition. Chairman Rasmussen asked if any Casper Crush kids have played at the college level. Kalen said they have had 3 kids that came through their program that are playing at the collegiate level at this time as they are a young program and kids just aren't at that age yet.

#### ***Casper Cobras – Mike Allen***

Mike apologized for not submitting a packet as their board had not met until after the packet was due. Mike said their team won the state tournament last year. They play throughout the region. They started with a 16 and under team 3 years ago. By the fall, they had 22 girls. They tried a 12 and under but then diverted those girls to the Recreation program. They are going to run a 14U and 16U team this year. They have 5 girls that got college scholarships. They don't run in the black. Mike and his wife run the program. Mike performs the field maintenance.

Beth asked when they start practicing for the season. Mike said that they are practicing now at Oregon Trail Elementary. Beth also asked when their season starts. Mike said that they'll start in May in Gillette. It costs a kid \$400 to play which includes uniforms and tournaments.

Jon asked how they're funded. Mike said that parents pay for their own hotel rooms but that he and his wife foot the bill for the rest. Mike pointed out that Wyoming is only 2 schools away from having girls' softball as a high school sport. The high schools will be needing suitable fields for competition with appropriately distanced fences.

#### **Aquatics Fees, Facility Needs and Policies**

Blaise Grant, Recreation Supervisor, presented highlights from the past year to include the installation of a replacement rubber floor in the Aquatics Center. They also acid-washed the leisure pool which eliminated some of the slick spots that were in the lazy river. Swimming at Marion Kreiner Pool was free last summer which tripled attendance to exceed 10,000 visits. In 2019, a new splash pad will open adjacent to Marion Kreiner Pool. Casper's aquatics programs were recognized as a Red Cross Gold Level provider as over 2,000 lessons were taught last year. Blaise summarized information that was included in the handout he provided. Membership pass sales have either gone up or held steady depending on the age group.

Blaise described current staffing levels. He then summarized the proposed fee changes that will be presented to City administration for possible implementation to help address the expected 58% cost recovery levels.

Jon commented that he is supportive of the proposed fees.

Stephanie asked who is renting the pool for private parties. Blaise described that families, businesses and other groups rent the pools. Blaise also described affordably priced party options during times that pools are open to the public.

David asked about cost recoveries related to price increases. He talked about identifying the tipping price-point. David also commented on maintenance of aging pools and pools that have reached their life-span.

#### **Other Business**

Public – None

Staff –

Board – Chairman Rasmussen circulated an application letter submitted by Andrea Covert to join the Board. Chairman Rasmussen entertained a motion to make a recommendation to City Council appointing Andrea Covert to the Leisure Services Advisory Board. Motion made, seconded, and passed.

Chairperson Rasmussen entertained suggestions for someone to replace existing the Board Chairperson and Vice Chairperson. Motion was made, seconded and passed to move Stephanie Whitaker into the Chairperson position.. Motion was made, seconded and passed to move Ted Rasmussen to Vice Chairperson.

**The next scheduled meeting will be Thursday, March 14, 2019 at 4:30 pm in the CFAC Conference Room.** The meeting was adjourned at 6:10 pm.

Andrea Covert  
Citizen of Casper Wyoming  
1260 S. Elk St.  
Casper WY, 82601

January 25, 2019  
Recreation Manager  
City of Casper  
1801 East 4<sup>th</sup> Street  
Casper WY, 82601

Dear City of Casper Recreation Manager,

Please accept this letter of application to serve on the Leisure Services Advisory Board for the City of Casper Wyoming. Upon the recommendation from Ray Pacheco, I am eager to provide my unique perspective in planning, setting priorities, and providing direction for City-owned recreational facilities and related programs in Casper. Further, I am excited to aid in evaluating existing resources and providing strategic thinking to seek out additional resources, in order to improve access and participation of available leisure services and information for Casper residents. I understand this is a three-year commitment; and am available to meet at 4:30 p.m. on the second Thursday each month.

I was born and raised in Casper and am proud of my Wyoming and Casper roots. I am an alumna of Natrona County High School and the University of Wyoming. Recently, I have completed a Master of Public Administration degree which deepens my passion and understanding for civic engagement and the importance of involvement in local decision making. I believe the Leisure Services Advisory Board would not only grow my enthusiasm and dedication to Casper; but, would also allow me to become a stronger advocate and more informed resource for available leisure services.


I have served as the GEAR UP Assistant Director at Casper College for the past six years and have worked with youth in Casper for over ten years. I would approach my role on the Leisure Services Advisory Board from two perspectives. First, as a voice and advocate for advertising and growing available youth opportunities; and second, as a voice and advocate for revitalizing Casper as a desirable residence for all generations and diverse lifestyles.


At your convenience, I would like to discuss how I can be a part of The City of Casper's Leisure Services Advisory Board to aid in strategically navigating the future of Casper. Thank you for your time and I look forward to talking with you.

Andrea Covert,



February 26, 2019

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Reject the Bid for the Casper Regional Landfill (CRL) Equipment GPS, Project No. 16-047.

Meeting Type & Date:  
Regular Council Meeting  
March 19, 2019

Action Type:  
Minute Action

Recommendation:  
That Council, by minute action, reject all bids for the CRL Equipment GPS, Project No. 16-047.

Summary:  
On Tuesday, February 26, 2019, two (2) bids were received for the CRL Equipment GPS, Project No. 16-047. The project consists of installing new machine control systems for an existing Caterpillar 140H motor grader, an existing 2018 Caterpillar 826K compactor, and an existing 2001 Caterpillar 826G compactor. The bids received for this work are as follows:


<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID AMOUNT</u> <u>AMOUNT</u>	<u>ADD ALTERNATE BID</u>
Sitech WY, LLC	Casper, WY	\$196,323.00	No Bid
RDO Equipment Co.	Rapid City, SD	No Bid	\$166,900.00




Both contractors did not submit the required bid documents with their bids, disqualifying both bids. The project will be re-bid in anticipation of receiving bids with all of the required documents.

Oversight/Project Responsibility  
Alex Sveda, P.E., Associate Engineer, Public Services Department.

Attachments  
None

March 1, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Pitlick, Financial Services Director   
Pete Meyers, Assistant Financial Services Director   
Connie Arnold, Finance Supervisor 

SUBJECT: Authorize the discharge of \$15,496.55 uncollectible accounts receivable balances, aged between the date of October 1, 2013 and December 31, 2013, including more recent estate liquidations and bankruptcies.

Meeting Type & Date

Regular Council Meeting

March 19, 2019

Action type

Minute Action

Recommendation

That Council, by Minute Action, authorize the discharge of \$15,496.55 of uncollectible accounts receivable balances, aged between the dates of October 1, 2013 and December 31, 2013, including more recent estate liquidations, and bankruptcies.

Summary

Wyoming State Statute 16-4-502 specifies that amounts owed to the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying list meets the certification requirement, which requires that an account be uncollectible by means of collection efforts being exhausted, death, or bankruptcy. Staff has cross referenced the current utility accounts, payroll, and accounts receivable database for names and addresses as a final review.

Staff is always reticent to release any debt as uncollectible. After sixty days of pursuit by City Staff, unpaid debts are referred to a private collection agency. But after five years of collection effort, these debts have not been collected. It has become exceedingly unlikely that additional effort expended on collection will result in any additional payments.

The attached accounts receivable list shows all amounts owed up to December 31, 2013. This proposed discharge maintains five (5) years of accounts receivable on the aged trial balance, supporting staff's current workflow to continually clear up bad debt. The total balance of \$15,496.55 is certified for discharge.

### Financial Considerations

The accounts requested to be discharged will have no financial impact to the City's reported financial results. The City adjusts bad debt expense at the end of each fiscal year, and because the proposed accounts for write-off are five (5) years old, they have been previously recognized.

### Oversight/Project Responsibility

Connie Arnold, Finance Supervisor

### Attachments

Summary Table – Fund breakdown of the Uncollectible Accounts Receivable Discharge List.  
City of Casper Uncollectible Accounts Receivable Discharge Listing – Up through 12/31/13.

**CITY OF CASPER**

**UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE**

**as of December 31, 2013**

**Includes more recent estate liquidations and bankruptcies**

**Summary Table**

<b>Discharge Reason</b>	<b>Non-Utility</b>	<b>Water Distribution</b>	<b>Wastewater Collection</b>	<b>Refuse Collection</b>	<b>Total Amount</b>
<b>Collection Efforts Exhausted</b>	<b>\$ 3,467.32</b>	<b>\$5,323.73</b>	<b>\$2,347.45</b>	<b>\$2,904.62</b>	<b>\$14,043.12</b>
<b>Bankruptcy</b>		<b>225.86</b>	<b>146.52</b>	<b>115.78</b>	<b>\$488.16</b>
<b>Estate Liquidation</b>		<b>135.93</b>	<b>181.6</b>	<b>647.74</b>	<b>\$965.27</b>
<b>Total</b>	<b>\$3,467.32</b>	<b>\$5,685.52</b>	<b>\$2,675.57</b>	<b>\$3,668.14</b>	<b>\$15,496.55</b>

The non-utililty accounts receivable in the 'Collection Efforts Exhausted' section consist largely of the following services: Risk Management claims - \$967.93 and Returned checks - \$965.00, with Code Enforcement making up the remaing \$1,534.39

## CITY OF CASPER

### UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE

As of December 31, 2013

Includes more recent estate liquidations and bankruptcies.

#### Listing by Account Holder


12th Street Auto Inc	10/3/2013	\$13.40	Collection Efforts Exhausted
Alaniz, Jasmine	11/4/2013	\$195.72	Collection Efforts Exhausted
Al-Jajeh, Belinda	10/18/2013	\$109.03	Collection Efforts Exhausted
Allan, Linda	11/5/2018	\$85.50	Estate Liquidation
Allen, William	10/4/2013	\$37.93	Collection Efforts Exhausted
Anderson, Erika-Lynn	12/30/2013	\$33.10	Collection Efforts Exhausted
Anvik, Lisa Kay	12/30/2013	\$123.27	Collection Efforts Exhausted
Asbury, Tyler	8/28/2017	\$66.32	Bankruptcy
Balesrieri, Joseph	11/19/2013	\$166.83	Collection Efforts Exhausted
Barkley, Gary	11/22/2013	\$136.71	Collection Efforts Exhausted
Bassler, Reva	12/13/2013	\$160.99	Collection Efforts Exhausted
Bell Enviromental Inc	11/18/2013	\$136.57	Collection Efforts Exhausted
Benham, Gibson	12/2/2013	\$59.57	Collection Efforts Exhausted
Blackburn, Kenneth	10/25/2013	\$106.71	Collection Efforts Exhausted
Boyden, Kathie	10/16/13	\$70.50	Collection Efforts Exhausted
Brown, Mikaila	10/16/13	\$27.63	Collection Efforts Exhausted
Bruner, Brooke	10/9/2013	\$27.64	Collection Efforts Exhausted
Bunner, Steve	11/18/2013	\$412.02	Collection Efforts Exhausted
Burgess, Ronnie	11/7/2013	\$151.60	Collection Efforts Exhausted
Caraveau, Don	12/11/2013	\$125.56	Collection Efforts Exhausted
Central Wyoming Const.	10/31/13	\$751.00	Collection Efforts Exhausted
Christensen, Barnhart & Co.	11/19/13	\$104.33	Collection Efforts Exhausted
Cochrane, Dixie	12/13/2013	\$16.55	Collection Efforts Exhausted
Cook, Nathan	10/21/2013	\$73.46	Collection Efforts Exhausted
Cranford, Candice	12/17/2013	\$59.40	Bankruptcy
Creason, Robert	10/18/2013	\$153.66	Collection Efforts Exhausted
Crouch, Melissa	11/4/2013	\$60.83	Collection Efforts Exhausted
Crowell, Joshua	10/18/2013	\$253.08	Collection Efforts Exhausted
Daniels, John	11/21/2013	\$176.52	Collection Efforts Exhausted
Davis, Edwin	10/9/2013	\$98.58	Collection Efforts Exhausted
Diaz Crespo, Luis	11/5/2018	\$102.14	Estate Liquidation
Dresang, Richard	11/6/2018	\$478.07	Estate Liquidation
Elliott, Vincent	10/09/13	\$77.24	Collection Efforts Exhausted
Emerson, Carol	7/20/2018	\$253.57	Estate Liquidation
Endicott, Dustin	12/3/2013	\$78.06	Collection Efforts Exhausted
English, Deborah	12/17/2013	\$76.89	Collection Efforts Exhausted
Espinoza, Amber	12/23/2013	\$160.25	Collection Efforts Exhausted
Fox Custom Homes	10/8/2013	\$26.80	Bankruptcy
Fritz, Steve	11/13/2013	\$219.50	Collection Efforts Exhausted




Gaffiot, Emma	12/17/2013	\$127.85	Collection Efforts Exhausted
Gallegos, Joe	12/31/2013	\$12.15	Collection Efforts Exhausted
Garay, Miera	11/14/2013	\$25.72	Collection Efforts Exhausted
Garzoli, Shane	11/20/2013	\$66.70	Collection Efforts Exhausted
Gonzales, Frank	11/18/2013	\$158.44	Collection Efforts Exhausted
Greenlee, Heather	11/18/2013	\$154.67	Collection Efforts Exhausted
Gysin, Megan	10/3/2013	\$205.58	Collection Efforts Exhausted
Hadlock, Nathan	12/23/2013	\$93.94	Collection Efforts Exhausted
Hamilton, Louis	8/16/2016	\$284.54	Bankruptcy
Hammer, Anthony	12/6/2013	\$146.50	Collection Efforts Exhausted
Hardee, Gail	12/30/2013	\$128.70	Collection Efforts Exhausted
Hasbrouck, Kenna	11/18/2013	\$138.62	Collection Efforts Exhausted
Hendricks, Justin	10/28/2013	\$133.83	Collection Efforts Exhausted
Howard, Misty	12/16/2013	\$181.75	Collection Efforts Exhausted
Interyx	10/15/2013	\$52.00	Collection Efforts Exhausted
Johnson, Richard	12/4/2013	\$101.67	Collection Efforts Exhausted
Kellogg, Vernon	11/25/2013	\$73.70	Collection Efforts Exhausted
Keltz, Junior	11/4/2013	\$58.98	Collection Efforts Exhausted
Kiever, Jana	12/13/2013	\$37.99	Collection Efforts Exhausted
Kler, Jessie	10/18/2013	\$20.17	Collection Efforts Exhausted
Kuznia, Michelle	12/20/2013	\$28.23	Collection Efforts Exhausted
Lacombe, Tracey	12/2/2013	\$226.04	Collection Efforts Exhausted
Lafleur, Jamie	10/28/2013	\$171.78	Collection Efforts Exhausted
Linaman, Cody	10/30/13	\$812.40	Collection Efforts Exhausted
Loepp, Brandt	11/22/2013	\$134.06	Collection Efforts Exhausted
Malli, Rebecca	10/28/2013	\$71.22	Collection Efforts Exhausted
Malloy, April	10/31/13	\$837.76	Collection Efforts Exhausted
Maosi, Tonya	10/8/2013	\$12.90	Collection Efforts Exhausted
Martin, Kimberly	11/18/2013	\$131.68	Collection Efforts Exhausted
Mccrary, Judith	8/21/2016	\$19.80	Estate Liquidation
Miller, Connie	11/18/2013	\$32.58	Collection Efforts Exhausted
Miller, Lori	12/16/2013	\$381.86	Collection Efforts Exhausted
Mitchell, Cory	10/4/2013	\$294.06	Collection Efforts Exhausted
Moser, Chris	11/21/2013	\$118.09	Collection Efforts Exhausted
Moser, Kelly	10/7/2013	\$137.62	Collection Efforts Exhausted
Neely, Jason	10/16/2013	\$168.47	Collection Efforts Exhausted
Nicholson, Charles	11/12/2013	\$52.70	Collection Efforts Exhausted
Oherra, Jack	10/15/2013	\$236.55	Collection Efforts Exhausted
Oil City Oxford House	11/21/2013	\$81.04	Collection Efforts Exhausted
Pedersen, Melissa	12/2/2013	\$32.34	Collection Efforts Exhausted
Phasook, Damrong	10/30/2013	\$20.87	Collection Efforts Exhausted
Pickett, Bob	10/15/2013	\$225.28	Collection Efforts Exhausted
Reynolds, Bob	8/22/2016	\$26.19	Estate Liquidation
Roylance, Samantha	10/25/2013	\$219.50	Collection Efforts Exhausted
Saabedra, Drusille	11/18/2013	\$59.76	Collection Efforts Exhausted
Savage-Harris, Lynda	10/9/2013	\$42.26	Collection Efforts Exhausted
Schauer, Kelly	12/3/2013	\$134.16	Collection Efforts Exhausted

Schnabel, Kenton	12/16/2013	\$229.01	Collection Efforts Exhausted
Scott, Sally	10/29/2013	\$27.90	Collection Efforts Exhausted
Scotton, Stephanie	10/15/2013	\$120.79	Collection Efforts Exhausted
Sexton, Dale	10/10/2013	\$62.68	Collection Efforts Exhausted
Sharpnack, Matt	10/1/2013	\$77.90	Bankruptcy
Shofstall, Mary	10/16/13	\$190.42	Collection Efforts Exhausted
Sierra, Milo	10/10/13	\$181.51	Collection Efforts Exhausted
Simon, Leslie	12/5/2013	\$63.84	Collection Efforts Exhausted
Skinner, James	10/24/2013	\$164.46	Collection Efforts Exhausted
Smith, Nathan	10/10/2013	\$97.48	Collection Efforts Exhausted
Smith, Tammy	10/30/2013	\$60.01	Collection Efforts Exhausted
Sneathen, Ronald	12/31/2013	\$31.28	Collection Efforts Exhausted
Southwick, Mandi	10/3/2013	\$23.07	Collection Efforts Exhausted
Stewart, Ross	12/31/13	\$155.53	Collection Efforts Exhausted
Talbot, Candi	11/1/2013	\$170.66	Collection Efforts Exhausted
Thompson, Nancy	10/31/13	\$214.00	Collection Efforts Exhausted
Thornburg, Jeffrey	10/4/2013	\$8.56	Collection Efforts Exhausted
Tillman, Drake	10/21/2013	\$50.08	Collection Efforts Exhausted
Tullar, Rick	11/13/2013	\$27.21	Collection Efforts Exhausted
Turner, William	10/31/2013	\$54.44	Collection Efforts Exhausted
Waller, Amanda	10/4/2013	\$190.04	Collection Efforts Exhausted
Williams, Debbie	10/31/2013	\$69.37	Collection Efforts Exhausted
Williams, Dennis	12/16/2013	\$151.78	Collection Efforts Exhausted
Wilmes, Ione	10/1/2013	\$23.77	Collection Efforts Exhausted
Wright, Janene	12/03/13	\$45.00	Collection Efforts Exhausted
Young, Krystal	10/3/2013	\$305.30	Collection Efforts Exhausted
Zavala, Bernice	12/6/2013	\$321.23	Collection Efforts Exhausted

March 6, 2019

MEMO TO: J. Carter Napier, City Manager 

FROM: Mark Harshman, Acting Fire Chief   
Daniel S. Griswold, Deputy Chief

SUBJECT: Authorize the purchase of Six (6) Zoll X Series Cardiac Monitors for Use  
by the Fire-EMS Department and in the Total Amount of \$196,449.81.

Meeting Type & Date:  
Regular Council Meeting  
March 19, 2019

Action type:  
Minute Action

Recommendation:  
That Council, by minute action, authorize the purchase of six (6) Zoll X Series Cardiac Monitors for Use by the Fire-EMS Department and in the Total Amount of \$196,449.81

Summary:  
The Fire-EMS Department currently uses Phillips HeartStart MRX cardiac monitors. The department has a total of six (6) monitors with one (1) on each frontline engine and one (1) on Rescue 1. Five (5) of the current monitors were purchased in November of 2012 and one (1) in January of 2013. Cardiac monitors are critical pieces of equipment used on the majority of medical incidents and most notably for patients in cardiac arrest.

Wyoming Medical Center (WMC) initially planned on replacing their Phillips HeartStart MRX monitors in July 2019. Given this information, the Fire-EMS Department set July 2019 as a realistic timeline to justify and secure funding to replace our monitors. This timeline for replacement appeared favorable because the cardiac monitor replacement project could be proposed as a 1% #16, year one project, for FY20.

Phillips is no longer producing a full-function cardiac monitor and new batteries for monitors currently in the field are not available. Because of this, Wyoming Medical Center, in fall/winter of 2017, advised the Fire-EMS Department that they were beginning the process to replace their cardiac monitors in the emergency room and for the ambulance service.

At the October 23, 2018 work session, the Fire-EMS Department administration recommended the sole-source purchase of the Zoll X Series cardiac monitor in order to stay consistent and interoperable with Wyoming Medical Center. Remaining interoperable with our transporting agency is ideal for patient care and for Fire-EMS Department members providing patient care in the pre-hospital setting. Additionally, the Fire-EMS Department currently restocks disposables

from WMC keeping the department from having to purchase and stock disposables within the department. The purchase is being made directly from Zoll and pricing took advantage of pricing Wyoming Medical Center received with their order. The department was granted approval to move forward with the recommendation.

Financial Considerations

The purchase was included in the budget amendment approved at the November 20, 2018 regular council meeting and funding for the project is in the Special Fire Assistance fund.

Oversight/Project Responsibility

Daniel Griswold, Deputy Chief

Attachments

No attachments.

March 6, 2019

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

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

**SUBJECT:** Application for Taxicab Company License for Oil City Cabs, Located at 3030 East 5th Street.

Meeting Type & Date  
Regular Council Meeting  
March 19, 2019

Action type  
Minute Action

Recommendation  
That Council, by minute action, authorize the issuance of a taxicab company license to Adesta Spier, d/b/a Oil City Cabs, located at 3030 East 5th Street.

Summary  
An application to obtain a license to operate a taxicab company within the City of Casper has been received from the following:

- Adesta Spier, d/b/a Oil City Cabs, located at 3030 East 5th Street.

The licensing process requires a background check to be conducted by the Chief of Police and provides that the City Council may refuse to issue the licenses for violation of provisions of Chapter 5.60 of the Casper Municipal Code. A review of the company's insurance policy and the zoning of the property, at which the taxicab company is located, are also performed.

The background check for this individual from the Chief of Police did not reflect any issues. Additionally, the property on which this company is located is properly zoned for the activity. While Oil City Cabs is located in a residential zoned area, Community Development staff has reviewed and approved this property for use by a taxi company as per the home occupation ordinance provisions of Chapter 17.12.140 of the Casper Municipal Code. Furthermore, the City has received verification for public liability insurance, as specified in Chapter 5.60.050 of the Casper Municipal Code, and the company's insurance policy has been reviewed and approved by Risk Management. Lastly, this applicant meets the qualifications listed in Section 5.60.130 of the Casper Municipal Code. Some of the qualifications include but are not limited to; the person must be at least 18 years or older, has not been convicted of a felony in the last 5 years, cannot be a

registered sex offender, and cannot be convicted of three moving traffic violations within any current year.

Financial Considerations

No Financial Considerations

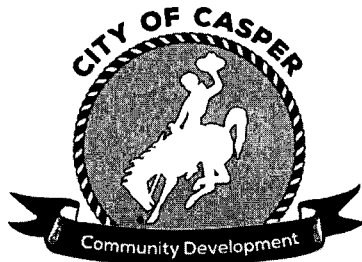
Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Letter from Community Development

Letter of Approval from Chief of Police



City of Casper  
200 N. David Street  
Casper, WY 82601-1862  
Phone: (307) 235-8241  
Fax: (307) 235-8362

January 4, 2019

Oil City Cabs  
3030 East 5<sup>th</sup> Street  
Casper, Wyoming 82609

**Re: Taxi Cab Service – 3030 East 5<sup>th</sup> Street, Casper, WY**

To Whom It May Concern:

This letter is to confirm that the above-referenced property is zoned R-2 (One Unit Residential), and a taxi cab service may be operated out of that location as long it adheres to the requirements set forth in Section 17.12.140 of the Casper Municipal Code regarding **Home Occupations**. For your reference, the Home Occupation ordinance can be found within the Casper Municipal Code at <http://library.municode.com/index.aspx?clientId=16253>, and the applicable section of the Code is Section 17.12.140.

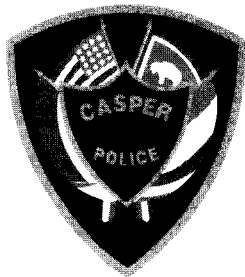
It is important to note that a “home occupation” is a business/commercial use conducted primarily within the dwelling unit, cannot take up more than 25% of your dwelling space, does not attract outside traffic, and engages **only family members** residing on the premises. If customers are coming to this address, then adequate off-street parking must be provided as per Section 17.12.080, and there can be no outside storage or other disturbing influence greater than those of surrounding residential properties in the neighborhood. In addition, there can be no exterior advertising other than a one square foot sign (non-illuminated) that is attached flush with the dwelling unit.

If complaints are received and they are substantiated, then a notice of violation would be issued and you would present your case before the Planning and Zoning Commission to determine if the Home Occupation would be permitted to continue. If you need additional information, I can be reached at 235-8241.

If you have any further questions, please feel free to call me at (307)-235-8241, or you may reach me by Email at [ccollins@casperwy.gov](mailto:ccollins@casperwy.gov).

Respectfully,

Craig Collins, AICP  
City Planner



*City of Casper*  
**POLICE DEPARTMENT**

201 North David — First Floor  
Casper, Wyoming 82601

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February 25, 2019

MEMO TO: Casper Financial Services

FROM: Chief Keith McPheeters, Casper Police Department *Kelly 307*

SUBJECT: Recommendation for Issuing Taxicab Company License Approval

Recommendation:

Pursuant to the requirements of Casper Municipal Code 5.60.120 (A), I recommend the acceptance of Taxicab Company License to be **APPROVED** for the following individual(s):


Adesta Spier and Oil City Cabs.

Justification:

The Casper Police Department received a request from applicants for Taxicab Company License approval, to conduct necessary background checks as required by Casper Municipal Code Chapter 5.6 - Vehicles for Hire. To the extent possible all requirements for Taxicab Company have been met, and the company complies with all municipal code provisions related to the license requirement.



March 7, 2019

MEMO TO: His Honor the Mayor and Members of the Casper City Council  
FROM: J. Carter Napier, City Manager   
SUBJECT: Councilmember Appointment to Historic Preservation Commission

Meeting Type & Date

Regular Council Meeting, March 19, 2019

Action Type

Minute Action

Recommendation:

That Council, by minute action, authorize Mayor Powell's additional appointment of Councilman Bates to the Historic Preservation Commission.

Summary:

The Historic Preservation Commission was created by the Casper City Council in 1987. The commission is a vital link of communication between citizens and the City Council, City departments, and City administration.

When the other Council board appointments were made earlier this year a Councilmember was not appointed to the Historic Preservation Commission. Councilman Bates has agreed to serve with this board.

It is recommended that Council approve this additional appointment made by Mayor Powell.

Financial Considerations

There are no financial considerations with this action.

Oversight/Project Responsibility

Mayor Charles Powell.

Attachments

None.