

COUNCIL MEETING AGENDA

**Casper City Council
City Hall, Council Chambers
Tuesday, October 2, 2018, 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 Written 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
3. IN MEMORIAM: A MOMENT OF SILENCE FOR DARREN AND KIM MIZOKAMI



4. CONSIDERATION OF MINUTES OF THE SEPTEMBER 18, 2018 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON SEPTEMBER 30, 2018
 5. CONSIDERATION OF BILLS AND CLAIMS
 6. COMMUNICATIONS
 - A. From Persons Present
 7. ESTABLISH DATE OF PUBLIC HEARING
 - A. Consent
 1. Establish October 16, 2018, as the Public Hearing Date for Consideration of:
 - a. Ordinance for the Qwest Corporation, d/b/a **Century Link Franchise**.
 - b. **New Restaurant Liquor License No. 40** for Yang & Zhang, Inc., d/b/a **Lime Leaf Asian Bistro**, Located at 845 East 2nd Street.
8. PUBLIC HEARINGS
 - A. Ordinance
 1. Amending Casper Municipal Code Section 5.08.320 – **Hours of Sale of Alcoholic Liquors or Malt Beverages**, Uniform for Each Day of the Week.
 - B. Minute Action
 1. New **Microbrewery Liquor License No. 5** for Gruner Brothers Brewing Corp, d/b/a **Gruner Brothers Brewing**, Located at 1301 Wilkins Circle.
9. THIRD READING ORDINANCE
 - A. **Zone Change** of Lots 1-8 Inclusive, Block 1, North Burlington Addition, Located at 143, **145, 159, 169 West K Street**, from R-3 (One to Four Unit Residential) to R-5 (Mixed Residential).
 - i. Communications from Persons Present
10. SECOND READING ORDINANCE
 - A. **Hotel Guest Registration**.



11. RESOLUTIONS

A. Consent

1. Adopting Priorities for Use of the **Optional 1%#16 Sales Tax and Committing Sales Tax Funds to Said Priorities.**
2. Authorizing a Contract with the **Casper-Natrona County Health Department**, in the Amount of \$540,000, for **Human Services Program.**
3. Authorizing a Contract with the **Youth Crisis Center**, in the Amount of \$60,000, for **Human Services Program.**
4. Authorizing a Contract with the **Central Wyoming Senior Services**, in the Amount of \$55,000, for **Human Services Program.**
5. Authorizing a Contract with the **Casper Mountain Fire District**, in the Amount of \$7,500, for **Human Services Program.**
6. Authorizing a Contract with the **Children’s Advocacy Project, Inc.**, in the Amount of \$40,000, for **Human Services Program.**
7. Authorizing a Contract with the **Mercer Family Resource Center**, in the Amount of \$22,500, for **Human Services Program.**
8. Authorizing a Contract with the **University of Wyoming Cooperative Extension Service**, in the Amount of \$25,136, for **Professional Services.**
9. Authorizing Change Order No. 1 to the Agreement with **Treto Construction, LLC**, for a Time Extension of 71 Days for the **Begonia Lift Station Upgrades Project.**
10. Authorizing Change Order No. 1 with **Wyoming Office Deliveries, Inc.**, for a Time Extension of 124 Days, for the **Casper Events Center 2018 Seating Replacement Project.**
11. Authorizing Contract for **Outside-City Water Service** with **Fullspeed Service, LLC.**

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

13. ADJOURNMENT



Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, October 16, 2018– Council Chambers

6:00 p.m. Tuesday, November 6, 2018 – Council Chambers

Work sessions

4:30 p.m. Tuesday, October 9, 2018 – Council Meeting Room

4:30 p.m. Tuesday, October 23, 2018– Council Meeting Room

ZONING CLASSIFICATIONS

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



COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
September 18, 2018

Casper City Council met in regular session at 6:00 p.m., Tuesday, September 18, 2018. Present: Councilmembers Hopkins, Huber, Humphrey, Johnson, Laird, Powell, Walsh and Mayor Pacheco. Absent: Councilmember Morgan.

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action, excuse the absence of Councilmember Morgan. Motion passed.

Mayor Pacheco along with the Boy Scout Troop 1035 led the audience in the Pledge of Allegiance.

Moved by Councilmember Walsh, seconded by Councilmember Johnson, to, by minute action, approve the minutes of the September 4, 2018, regular Council meeting, as published in the Casper-Star Tribune on September 12, 2018. Motion passed.

Moved by Councilmember Hopkins, seconded by Councilmember Laird, to, by minute action, approve payment of the October 15, 2018, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims		
09/18/2018		
AAALandscaping	Services	\$596.99
AltitudeRecycling	Goods	\$141,705.00
AMBI	Services	\$473.56
Ameritech	Services	\$187,076.04
AndrnHunt	Services	\$86,115.00
ArrowheadHeating	Services	\$254.92
AtlntcElect	Services	\$3,329.46
ATruijillo	Reimb	\$67.36
B Marshall	Reimb	\$52.29
B&BSales	Services	\$3,037.90
Balefill	Services	\$80,599.44
BankOfAmerica	Goods	\$250,705.84
BarDSigns	Goods	\$637.60
BigWind	Services	\$30.00
Brenntag	Goods	\$27,856.29
CarolinaSoftware	Services	\$700.00
CasparBuildSystems	Services	\$356,148.04
CasperPubUtilities	Services	\$135.95
CDWGvmt	Goods	\$3,298.68
Centurylink	Services	\$16,832.38
CFSlagle	Refund	\$24.59

Ch2mHill	Services	\$2,064.08
Chromascape	Goods	\$5,905.94
CityofCasper	Services	\$28,326.99
CivilEngineeringProfessionals	Projects	\$19,121.40
CollectionCenter	Services	\$554.45
CommTech	Goods	\$257.50
Comtronix	Services	\$953.92
CsprSafety	Svcs	\$58,173.45
Cues Inc	Services	\$21,390.00
DeltaDental	Services	\$46,730.75
DivergenceCreative	Supplies	\$300.00
DPCIndustries	Goods	\$13,920.73
Duraplay	Services	\$4,472.50
DvdsnFxdMgmt	Services	\$3,757.36
EnvironmentalCivilSolutions	Services	\$342.49
FConaway	Services	\$100.00
FirstData	Services	\$11,494.27
FirstInterstateBank	Services	\$25.00
GarageDoorDudes	Services	\$120.00
GlobalSpect	Funding	\$8,801.50
GMarshInc	Services	\$21,006.00
GobleSampson	Services	\$811.22
GrnDirtMining	Services	\$2,700.00
Hach	Goods	\$317.25
HighPlainsConstruction	Goods	\$199,164.66
Homax	Goods	\$67,218.15
IndstrlContnrSvc	Goods	\$4,080.50
Installation&Svc	Projects	\$7,260.96
ISC	Supplies	\$836.10
J Lipos	Reimb	\$27.26
J Peterson	Reimb	\$262.54
JIOrozco	Refund	\$36.03
JTLGroup	Services	\$193,545.07
KellySvcs	Services	\$1,190.26
KMintle	Refund	\$137.75
KRoss	Reimb	\$545.22
LisasSpicnSpan	Services	\$2,400.00
LNCurtis&Sons	Supp	\$27,861.00
LongBuildingTech	Services	\$1,837.50
MAnderson	Reimb	\$53.75
McMurryReadyMix	Goods	\$309.00
McNelius	Supp	\$110,333.00
Motorola	Services	\$3,725.99

MWilhelms	Reimb	\$75.00
Nalco	Supp	\$15,582.60
NationalBenefitServices	Services	\$369.05
NicolaysenMuseum	Funding	\$2,276.00
Pepsi	Goods	\$723.58
PorterMuirhead	Services	\$20,000.00
PostalPros	Services	\$8,076.07
RecycledMaterials	Services	\$2,700.00
RegionalWater	Services	\$962,892.48
RockyMtnPower	Services	\$146.59
SDInc	Refund	\$343.66
SeniorPatientAdvocates	Services	\$2,700.00
ShoshoneDistributing	Goods	\$875.00
SRyden	Reimb	\$73.49
StotzEquipment	Goods	\$12,500.00
TramSpprt	Services	\$255.29
TretoConstruction	Projects	\$465,035.00
TrihydroCorp	Projects	\$6,511.75
WardwellWater&Sewer	Services	\$153.92
WasteWaterTreatment	Funding	\$388,994.19
WaterTechnologyGroup	Services	\$26,930.00
WWohl	Reimb	\$75.00
WyGame&Fish	Refund	\$99.84
		\$3,949,537.38

Individuals addressing the Council were: Brad Hopkins, Central Wyoming Rescue Mission Director, thanking Council for the One Cent funding allocation and providing a brief update; and Mary Ann and Ron Schroeder, 1221 Linda Vista, requesting assistance with students parking in the neighborhood surrounding Kelly Walsh High School. Councilmembers Walsh, Laird, Powell and Mayor Pacheco spoke regarding the topic. Mayor Pacheco stated that he and possibly Councilmember Walsh would meet with the school district and asked City Manager Napier to assist. Mr. Cunningham, 1441 E. 2nd, requested a 20 m.p.h. speed limit on 2nd Street in front of the hospital. City Manager Napier indicated that a study could be conducted which would indicate an appropriate speed limit. Mayor Pacheco said the study would be carried out. Meredith Baker, 1624 S. Fenway, requesting additional safety measures at Sagewood and 25th for students and neighborhood children. Councilmembers Huber, Powell, and Laird asked questions and made suggestions for improvements. Mayor Pacheco stated that the City would conduct a study for the traffic safety and encouraged Ms. Baker to examine safety measures at other schools. Sean Stone, requesting that Council not hire Hampton Young Jr. and sharing his concerns. Councilmembers Laird and Huber asked questions and spoke on the matter. Mayor Pacheco thanked Mr. Stone for sharing his concerns and assured him that City staff does work on the behalf of the community in an ethical manner.

Moved by Councilmember Hopkins, seconded by Councilmember Humphrey, to, by minute action: establish October 2, 2018, as the public hearing date for the consideration of the amendment to the Casper Municipal Code Section 5.08.320 – Hours of Sale of Alcoholic Liquors or Malt Beverages, Uniform for each day of the week; and new Microbrewery Liquor License No. 5 for Gruner Brothers Brewing Corp, d/b/a Gruner Brothers Brewing, located at 1301 Wilkins Circle. Motion passed.

Mayor Pacheco opened the public hearing for the consideration of the hotel guest registration ordinance.

City Attorney Henley entered one (1) exhibit: correspondence from John Henley to J. Carter Napier, dated September 5, 2018. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving the ordinance, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 17-18
AN ORDINANCE REPEALING AND REPLACING SECTION
5.24.070 OF THE CASPER MUNICIPAL CODE PERTAINING
TO THE GUEST REGISTRATION OF HOTELS, MOTELS,
AND ROOMINGHOUSES.

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

Mayor Pacheco opened the public hearing for the consideration of the Fiscal Year 2017-2018 Community Development Block Grant Consolidated Annual Plan Evaluation Report.

City Attorney Henley (2) exhibits: Correspondence from Liz Becher, to J. Carter Napier, dated August 28, 2018, and an Affidavit of Publication, as published in the Casper-Star Tribune, dated August 28, 2018. City Manager Napier provided a brief report.

There being no one to speak for or against the report, the public hearing was closed.

Mayor Pacheco noted that no action was required by Council this evening on this matter.

Following ordinance read:

ORDINANCE NO. 16-18
AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS 1
THROUGH 8 INCLUSIVE, BLOCK 1 NORTH BURLINGTON
ADDITION IN THE CITY OF CASPER, WYOMING.

Councilmember Humphrey 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.

Following resolution read:

RESOLUTION NO. 18-205

A RESOLUTION AUTHORIZING A CONTRACT WITH THE LAW OFFICE OF HAMPTON M. YOUNG JR., P.C. TO PROVIDE COURT APPOINTED LEGAL SERVICES FOR THE CASPER MUNICIPAL COURT.

Councilmember Johnson presented the foregoing resolution for adoption. Seconded by Councilmember Powell. City Manager Napier provided a brief report. Councilmembers discussed the matter and City Attorney Henley addressed their questions. Councilmember Laird abstained from voting. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 18-197

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH CH2M HILL ENGINEERS, INC. FOR THE SAM H. HOBBS WWTP MCC REPLACEMENT, PROJECT 17-081.

RESOLUTION NO. 18-198

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN STATES FIRE PROTECTION CO., FOR THE LIFE STEPS CAMPUS BUILDING 'F' FIRE SUPPRESSION AND CAMPUS FIRE ALARM SYSTEM REPLACEMENT PROJECT.

RESOLUTION NO. 18-199

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH MARGUERITE HARDY AND TIM HARDY JOINT REVOCABLE LIVING TRUST.

RESOLUTION NO. 18-200

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ANDREEN HUNT CONSTRUCTION, INC., FOR THE COULTER DRIVE ALLEY DRAINAGE IMPROVEMENTS, PROJECT NO. 18-061.

RESOLUTION NO. 18-201

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH BIG WEST LANDSCAPING, LLC.

RESOLUTION NO. 18-202

A RESOLUTION AUTHORIZING A NATRONA COUNTY ROAD LICENSE BETWEEN NATRONA COUNTY AND THE CITY OF CASPER FOR THE WEST CASPER ZONE II WATER SYSTEM IMPROVEMENTS, PROJECT NO. 15-59.

RESOLUTION NO. 18-203
A RESOLUTION AUTHORIZING THE EXECUTION OF AN M-54 UTILITY LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF A 3-INCH HDPE CASING AND 1.5-INCH WATER SERVICE LINE AT 7475 HIGHWAY 220.

RESOLUTION NO. 18-204
A RESOLUTION ADOPTING THE 2017 NATRONA COUNTY HAZARD MITIGATION PLAN.

Councilmember Walsh presented the foregoing eight (8) resolutions for adoption. Seconded by Councilmember Humphrey. Councilmember Johnson abstained from voting on Resolution No. 18-201. Motion passed.

Councilmember Walsh stated that he would bring forward an ordinance on vicious animals soon. Councilmember Humphrey listed the following concerns: accidents at Beech and 12th/13th; poor visibility in the 2400 block of Shumway; snow removal on Rainbow; and trees in new developments blocking visibility for traffic.

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, September 25, 2018, in the Council’s meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, October 2, 2018, in the Council Chambers.

Moved by Councilmember Johnson, seconded by Councilmember Walsh, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 7:15 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

A.M.B.I. & SHIPPING, INC.	18-08-415 POSTAGE	\$36.42
	Subtotal for Cost Center Balefill:	\$36.42
	18-08-417 POSTAGE	\$21.22
	Subtotal for Cost Center Engineering:	\$21.22
	18-08-418 POSTAGE	\$620.12
	Subtotal for Cost Center Finance:	\$620.12
	18-08-419 August Postage and Shipping	\$22.57
	Subtotal for Cost Center Fire:	\$22.57
	18-08-420 AUGUST POSTAGE FOR MUSEUM	\$12.46
	Subtotal for Cost Center Fort Caspar:	\$12.46
	18-08-426 POSTAGE	\$0.58
	Subtotal for Cost Center Refuse Collection:	\$0.58
	Vendor Subtotal:	<hr/> \$713.37
AAA LANDSCAPING	16141 WEED CONTRACTOR	\$357.37
	Subtotal for Cost Center Code Enforcement:	\$357.37
	Vendor Subtotal:	<hr/> \$357.37
ADAM HIATT	RIN0028912 IDENTITY W/ WINDOWS SERVER	\$234.99
	Subtotal for Cost Center Information Services:	\$234.99
	Vendor Subtotal:	<hr/> \$234.99
ALYSSA BAEDKE	110060 CLOTHING REIMBURSEMENT	\$39.89
	RIN0028925 TRAVEL EXPENSES	\$37.17
	Subtotal for Cost Center Police:	\$77.06
	Vendor Subtotal:	<hr/> \$77.06
AMERI-TECH EQUIPMENT CO.	104425 222264	\$493.70
	104434 222277	\$129.91

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

Subtotal for Cost Center Refuse Collection: \$623.61

Vendor Subtotal: \$623.61

ARCADIS U.S., INC.

0929695 ENGINEERING SERVICES FOR WWTP \$4,139.08

Subtotal for Cost Center Waste Water: \$4,139.08

Vendor Subtotal: \$4,139.08

BAR-D SIGNS, INC.

34089 INSTALL ON TRUCK #222289 \$750.73

Subtotal for Cost Center Refuse Collection: \$750.73

Vendor Subtotal: \$750.73

BLACK HILLS ENERGY

AP000183090718 NATURAL GAS \$3,445.53

Subtotal for Cost Center Aquatics: \$3,445.53

RIN0028918 GAS FOR FLARE \$16.54

Subtotal for Cost Center Balefill: \$16.54

AP000187090718 NATURAL GAS \$126.56

Subtotal for Cost Center Buildings & Structures: \$126.56

AP000226090718 NATURAL GAS \$33.89

Subtotal for Cost Center Cemetery: \$33.89

AP000227090718 NATURAL GAS \$134.62

Subtotal for Cost Center City Hall: \$134.62

AP000195090718 NATURAL GAS \$90.61

Subtotal for Cost Center Fort Caspar: \$90.61

AP000188090718 NATURAL GAS \$33.60

Subtotal for Cost Center Golf Course: \$33.60

AP000184090718 NATURAL GAS \$375.18

Subtotal for Cost Center Ice Arena: \$375.18

AP000191090718 NATURAL GAS \$383.71

Subtotal for Cost Center Recreation: \$383.71

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

AP000193091018 NATURAL GAS \$17.44

Subtotal for Cost Center Sewer: \$17.44

RIN0028910 ENERGY HEAT \$972.46

Subtotal for Cost Center Water Treatment Plant: \$972.46

Vendor Subtotal: \$5,630.14

BRENNTAG PACIFIC, INC.

BPI869946 FERRIC CHLORIDE WWTP \$9,414.52

Subtotal for Cost Center Waste Water: \$9,414.52

BPI872831 CHEMICAL - FERRIC \$8,537.85

BPI874622 CHEMICAL - FERRIC \$9,325.11

BPI874623 CHEMICAL - FERRIC \$9,346.05

BPI872832 CHEMICAL - FERRIC \$9,059.81

BPI876426 CHEMICAL - FERRIC \$9,457.25

BPI876920 CHEMICAL - FERRIC \$9,726.51

Subtotal for Cost Center Water Treatment Plant: \$55,452.58

Vendor Subtotal: \$64,867.10

BUTLER, HEATHER

0031660984 UTILITY REFUND \$45.04

Subtotal for Cost Center Water: \$45.04

Vendor Subtotal: \$45.04

CAROLINA SOFTWARE

69168 AUTO SCLE KEYPAD \$694.77

Subtotal for Cost Center Balefill: \$694.77

Vendor Subtotal: \$694.77

CARRAZCO, VERONICA

0031660980 UTILITY REFUND \$8.00

Subtotal for Cost Center Water: \$8.00

Vendor Subtotal: \$8.00

CASELLE, INC.

90158 CONTRACT SUPPORT MAINTENANCE \$75.00

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

Subtotal for Cost Center Finance: **\$75.00**

Vendor Subtotal: **\$75.00**

CASPAR BUILDING SYSTEMS, INC.

BB004 BALER BUILDING EXPANSION PROJ \$206,856.00
BB004 BALER BUILDING EXPANSION PROJE \$15,683.00
BB004 RETAINAGE 13-050 -\$22,253.90

Subtotal for Cost Center Balefill: **\$200,285.10**

Vendor Subtotal: **\$200,285.10**

CASPER COMMUNITY GREENHOUSE PROJECT

052615 FY19 1%#15 ONE CENT FUNDING \$47,870.00

Subtotal for Cost Center One Cent #15: **\$47,870.00**

Vendor Subtotal: **\$47,870.00**

CENTURYLINK

AP00013209101821 VOIP \$1,583.09

Subtotal for Cost Center Finance: **\$1,583.09**

RIN0028913 PHONE USE \$275.22

Subtotal for Cost Center Recreation: **\$275.22**

RIN0028913 PHONE USE \$153.60

Subtotal for Cost Center Waste Water: **\$153.60**

Vendor Subtotal: **\$2,011.91**

CIGNA HEALTH & LIFE INSURANCE COMPANY

2346115 PLAN ADMIN FEES \$11,758.11

Subtotal for Cost Center Health Insurance: **\$11,758.11**

Vendor Subtotal: **\$11,758.11**

CITRIX SYSTEMS INC.

91915869 Sept. 13, 2018 to Sept. 12, 20 \$309.47

Subtotal for Cost Center Aquatics: **\$309.47**

91915869 Sept. 13, 2018 to Sept. 12, 20 \$77.37

Subtotal for Cost Center City Manager: **\$77.37**

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

91915869 Sept. 13, 2018 to Sept. 12, 20	\$154.73
91915869 Sept. 13, 2018 to Sept. 12, 20	\$77.37
91915869 Sept. 13, 2018 to Sept. 12, 20	\$464.21
Subtotal for Cost Center Finance:	\$696.31
91915869 Sept. 13, 2018 to Sept. 12, 20	\$1,702.11
Subtotal for Cost Center Fire:	\$1,702.11
91915869 Sept. 13, 2018 to Sept. 12, 20	\$773.69
Subtotal for Cost Center Information Services:	\$773.69
91915869 Sept. 13, 2018 to Sept. 12, 20	\$3,017.38
Subtotal for Cost Center Police:	\$3,017.38
91915869 Sept. 13, 2018 to Sept. 12, 20	\$77.37
Subtotal for Cost Center Streets:	\$77.37
Vendor Subtotal:	\$6,653.70

CITY OF CASPER

5128/167504 SEP 18 MPO MONTHLY GIS FEE	\$581.98
5128/167504 SEP 18 MONTHLY GIS FEE	\$5,537.64
Subtotal for Cost Center Metropolitan Planning:	\$6,119.62
Vendor Subtotal:	\$6,119.62

CITY OF CASPER - BALEFILL

2772/166712 SANITATION	\$6,373.08
2772/166800 SANITATION	\$5,467.80
2772/166761 SANITATION	\$5,947.80
2772/166929 SANITATION	\$6,504.12
2772/166851 SANITATION	\$6,211.80
2772/166857-878 SANITATION	\$52,122.84
Subtotal for Cost Center Refuse Collection:	\$82,627.44
1276/166709 SANITATION	\$33.60
1276/166927 SANITATION	\$1,312.79
1276/166849 SANITATION	\$86.40
Subtotal for Cost Center Waste Water:	\$1,432.79
Vendor Subtotal:	\$84,060.23

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

CIVIL ENGINEERING PROFESSIONALS, INC.	17-045-10 CY BOOSTER STATION PROFESSIONA	\$3,391.87
	17-045-10 CY BOOSTER STATION PROFESSIONA	\$1,670.63
	Subtotal for Cost Center Water:	\$5,062.50
	Vendor Subtotal:	\$5,062.50
<hr/>		
COBAN TECH. INC.	16893 FIRMWARE UPDATE	\$115.00
	16892 MOTHERBOARD REPLACE	\$905.00
	Subtotal for Cost Center Police:	\$1,020.00
	Vendor Subtotal:	\$1,020.00
<hr/>		
COMMUNICATION TECHNOLOGIES, INC.	81419 EQUIP INSTALL UNIT 304	\$4,532.00
	81421 EQUIP INSTALL UNIT 302	\$4,532.00
	81420 EQUIP INSTALL UNIT 305	\$4,532.00
	81482 BATTERY SEPARATORS FOR NEW FLE	\$949.00
	Subtotal for Cost Center Police Equipment:	\$14,545.00
Vendor Subtotal:	\$14,545.00	
<hr/>		
COMTRONIX, INC.	20057916 QUARTERLY ALARM MONITORING	\$732.00
	Subtotal for Cost Center Balefill:	\$732.00
	20057922 RANGE ALARM	\$119.85
	Subtotal for Cost Center Police:	\$119.85
Vendor Subtotal:	\$851.85	
<hr/>		
COWDIN CLEANING	201279 AUG2018 SRVC CENTER CUSTODIAL	\$952.00
	Subtotal for Cost Center Buildings & Structures:	\$952.00
	Vendor Subtotal:	\$952.00
<hr/>		
CRIME SCENE INFORMATION	157-12-079 CRIME STOPPERS LINE	\$86.25
	Subtotal for Cost Center Police:	\$86.25
	Vendor Subtotal:	\$86.25

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

DELL MARKETING LP	10262643564 AZURE MONETARY COMMIT ENTERPRI	\$298.50
	Subtotal for Cost Center City Manager:	\$298.50
	10265562945 TECHNOLOGIES	\$345.47
	Subtotal for Cost Center Human Resources:	\$345.47
	10264334138 VLA ACROBAT	\$398.26
	10265565746 VLA OFFICE PRO	\$345.47
	Subtotal for Cost Center Police:	\$743.73
	Vendor Subtotal:	\$1,387.70
DELTA DENTAL PLAN OF WY.	RIN0028937 DENTAL PREMIUMS	\$1,543.50
	Subtotal for Cost Center Health Insurance:	\$1,543.50
	Vendor Subtotal:	\$1,543.50
DPC INDUSTRIES, INC.	737004156-18 CHEMICAL - NAHYPO	\$7,059.82
	737004245-18 CHEMICAL - NAHYPO	\$6,924.62
	Subtotal for Cost Center Water Treatment Plant:	\$13,984.44
	Vendor Subtotal:	\$13,984.44
EDGE ENGINEERING GROUP LLC	1816-01 GAS SAMPLE ANALYSIS	\$65.00
	Subtotal for Cost Center Waste Water:	\$65.00
	Vendor Subtotal:	\$65.00
ELECTRONIC RECYCLERS INTERNATIONAL INC	SI76339 HAZ WASTE DISPOSAL	\$9,312.75
	SI76089 HAZ DISPOSAL	\$9,772.60
	Subtotal for Cost Center Balefill:	\$19,085.35
	Vendor Subtotal:	\$19,085.35
ENGINEERING DESIGN ASSOCIATES	10507 LSC FIRE SUPP DESIGN ENGINEER	\$687.50
	Subtotal for Cost Center CDBG:	\$687.50

Bills & Claims

09/19/2018 to 10/02/2018

Vendor Subtotal: **\$687.50**

ENTECH, INC

17007-04 AERIAL & SURVEYING CASPER REGI \$2,259.21
RIN0028924 REGIONAL LANDFILL SURVEY 17-01 \$9,000.00
Subtotal for Cost Center Balefill: **\$11,259.21**

Vendor Subtotal: **\$11,259.21**

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

5518 2018 ARTERIALS/COLLECTORS \$950.19
Subtotal for Cost Center Streets: **\$950.19**

Vendor Subtotal: **\$950.19**

FIRST DATA MERCHANT SVCS CORP.

REMI1350462 CC FEES \$5,784.65
Subtotal for Cost Center Balefill: **\$5,784.65**

REMI1350466 CC SERVICES \$89.77
Subtotal for Cost Center Cemetery: **\$89.77**

Vendor Subtotal: **\$5,874.42**

FIRST INTERSTATE BANK

RIN0028892 DEPOSIT TICKETS \$57.60
Subtotal for Cost Center Balefill: **\$57.60**

RIN0028915 PROGRAMS & PROJECTS \$548.00
Subtotal for Cost Center Human Resources: **\$548.00**

Vendor Subtotal: **\$605.60**

FIRST INTERSTATE BANK - PETTY CASH

RIN0028931 PETTY CASH START UP BANK \$1,700.00
Subtotal for Cost Center Hogadon: **\$1,700.00**

RIN0028917 PETTY CASH \$25.96
Subtotal for Cost Center Ice Arena: **\$25.96**

RIN0028917 PETTY CASH \$4.50
Subtotal for Cost Center Recreation: **\$4.50**

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

	Vendor Subtotal:	\$1,730.46
GEOSYNTEC CONSULTANTS INC	3334126 CRL ANNUAL MONITORING/REPORTIN Subtotal for Cost Center Balefill:	\$5,586.15 \$5,586.15
	Vendor Subtotal:	\$5,586.15
GERI REBLE	17792 CLOTHING REIMBURSEMENT Subtotal for Cost Center Police:	\$224.64 \$224.64
	Vendor Subtotal:	\$224.64
GILES TRANSPORT, INC.	RIN0028906 TRANSPORT 141485 RIN0028907 TRANSPORT FOR 826G CAT COMPACT Subtotal for Cost Center Balefill:	\$425.00 \$665.00 \$1,090.00
	Vendor Subtotal:	\$1,090.00
GLOBAL SPECTRUM L.P.	0000864-IN MONTHLY FUNDING Subtotal for Cost Center Casper Events Center:	\$82,909.91 \$82,909.91
	Vendor Subtotal:	\$82,909.91
HAWKINS, INC.	4365549 CHEMICAL - POLYMER Subtotal for Cost Center Water Treatment Plant:	\$4,773.24 \$4,773.24
	Vendor Subtotal:	\$4,773.24
HDR ENGINEERING, INC.	1200134693 #17-066 10 MILLION GALLON CITY Subtotal for Cost Center Water:	\$3,405.00 \$3,405.00
	Vendor Subtotal:	\$3,405.00
HEWLETT PACKARD CO.	2502761812 SERVERS Subtotal for Cost Center Balefill:	\$8,032.45 \$8,032.45

Bills & Claims

City of Casper

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2502766300 HARD DRIVES	\$3,174.00
Subtotal for Cost Center Casper Recreation Center:	\$3,174.00

2502761812 SERVERS	\$10,732.00
Subtotal for Cost Center Metro Animal:	\$10,732.00

2502766300 HARD DRIVES	\$3,808.74
2502766300 HARD DRIVES	\$3,808.73
Subtotal for Cost Center Police:	\$7,617.47

Vendor Subtotal:	\$29,555.92
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HOMAX OIL SALES, INC.

0426231-IN BULK FUEL	\$17,319.01
Subtotal for Cost Center Balefill:	\$17,319.01

Vendor Subtotal:	\$17,319.01
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INBERG-MILLER ENGINEERS

19093CM03.14 TESTING 2018 PED PATHWAYS	\$483.50
Subtotal for Cost Center Parks:	\$483.50

19093CM01.16 TESTING 3RD ST - BEV TO CONW	\$651.50
19066CE03.1 TESTING COLUMBINE ST IMP	\$1,937.25
19093CM01.17 TESTING - BEVERLY ST 17-083	\$4,243.00
19093CM02.17 TESTING BEV ST IMP 17-083	\$521.00
19093CM02.16 TESTING 3RD ST BEV TO CONW	\$902.50
Subtotal for Cost Center Streets:	\$8,255.25

Vendor Subtotal:	\$8,738.75
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ISC, INC/VENTURE TECHNOLOGIES

SIN026380 CISCO SMARTNET MAINTENANCE	\$72,902.36
SIN026123 MERAKI MDM	\$1,488.00
SIN026097 CISCO ANYCONNECT LICENSES	\$223.20
Subtotal for Cost Center Information Services:	\$74,613.56

SIN026467 STREETS VOICEMAIL	\$238.50
Subtotal for Cost Center Streets:	\$238.50

SIN026361 CISCO UC PHONE 7811	\$295.37
Subtotal for Cost Center Weed And Pest:	\$295.37

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

Vendor Subtotal: **\$75,147.43**

ITC ELECTRICAL TECHNOLOGIES

26649 REPROGRAM HS VFD \$199.20

Subtotal for Cost Center Water Treatment Plant: **\$199.20**

Vendor Subtotal: **\$199.20**

JASON SPEISER

RIN0028895 Jason Speiser Tuition Reimb \$977.08

Subtotal for Cost Center Fire: **\$977.08**

Vendor Subtotal: **\$977.08**

JESSICA FRANK

RIN0028932 REFUND - ORDER SETTLED \$152.69

Subtotal for Cost Center Aquatics: **\$152.69**

Vendor Subtotal: **\$152.69**

JOHN GALL

224994 BOOT REIMBURSEMENT \$72.45

Subtotal for Cost Center Fleet Maintenance: **\$72.45**

Vendor Subtotal: **\$72.45**

KELLY SVCS., INC.

31083079 CONTRACT LABOR \$589.60

Subtotal for Cost Center Balefill: **\$589.60**

Vendor Subtotal: **\$589.60**

KNIFE RIVER/JTL

178272 COVER FOR LANDFILL \$2,400.58

178319 LANDFILL COVER MATERIALS \$238.20

Subtotal for Cost Center Balefill: **\$2,638.78**

179197 1/2" PLANT MIX \$254.34

178980 3/8" PLANT MIX \$237.60

179554 1/2" PLANT MIX \$7,642.62

179830 1/2" PLANT MIX \$12,281.76

179831 3/8" PLANT MIX \$277.20

179555 3/8" PLANT MIX \$279.60

Bills & Claims

City of Casper

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179706 1/2" PLANT MIX	\$224.10
179873 3/8" PLANT MIX	\$240.60
179995 1/2" PLANT MIX	\$10,728.72
Subtotal for Cost Center Streets:	\$32,166.54

Vendor Subtotal: **\$34,805.32**

KUBWATER RESOURCES, INC

07696 ZETAG 7593 DRY POLYMER	\$5,099.97
Subtotal for Cost Center Waste Water:	\$5,099.97

Vendor Subtotal: **\$5,099.97**

KYLEE PIETRZAK

RIN0028923 DEP REFUND #263039	\$500.00
RIN0028923 ADDITIONAL PREPS	\$100.00
Subtotal for Cost Center Recreation:	\$600.00

Vendor Subtotal: **\$600.00**

LANDMARK STRUCTURES

0031660985 UTILITY REFUND	\$41.30
Subtotal for Cost Center Water:	\$41.30

Vendor Subtotal: **\$41.30**

LINCOLN NATL. LIFE INS. CO.

RIN0028935 BENEFITS PAYABLE/RETIREE LIFE	\$266.76
Subtotal for Cost Center Health Insurance:	\$266.76

Vendor Subtotal: **\$266.76**

LONG BUILDING TECHNOLOGIES

SRVCE0092603 SPEC WASTE AC	\$354.00
Subtotal for Cost Center Balefill:	\$354.00

SRVCE0092512 REPAIR FAN MOTOR	\$1,817.43
Subtotal for Cost Center Water Treatment Plant:	\$1,817.43

Vendor Subtotal: **\$2,171.43**

LOYD BOWDEN

RIN0028933 REFUND MEDICAL OVERPAYMENT	\$336.38
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Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

Subtotal for Cost Center Health Insurance: \$336.38

Vendor Subtotal: \$336.38

MEREDITH LAWRENCE

RIN0028942 ADVENTURE CAMP REFUND \$860.00

Subtotal for Cost Center Recreation: \$860.00

Vendor Subtotal: \$860.00

MICHAEL KEITH

0031660986 UTILITY REFUND \$41.30

Subtotal for Cost Center Water: \$41.30

Vendor Subtotal: \$41.30

MICHAEL W SCHAFFER

RIN0028928 VICTIM SERVICES TRAINING COST \$149.10

Subtotal for Cost Center Police Grants: \$149.10

Vendor Subtotal: \$149.10

MITCH BAKER

5647381073 CLOTHING REIMBURSEMENT \$249.54

Subtotal for Cost Center Police: \$249.54

Vendor Subtotal: \$249.54

MITCHELL MIKESSELL

12198-A TOOL ALLOTMENT-REIMBURSEMENT \$360.00

Subtotal for Cost Center Fleet Maintenance: \$360.00

Vendor Subtotal: \$360.00

MORAVEC, MICHAEL

0031660982 UTILITY REFUND \$38.42

Subtotal for Cost Center Water: \$38.42

Vendor Subtotal: \$38.42

MOUNTAIN WEST TELEPHONE / WERCOS

AP000179090118 METRO-ETHERNET CHARGES \$1,003.55

AP00017909101821 METRO INTERNET SVS \$503.73

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

TELEPHONE, VIDEO COMMUNICATIONS	Subtotal for Cost Center Finance:	\$1,507.28
	Vendor Subtotal:	\$1,507.28
MOUNTAIN WEST VALUATIONS LLC	164-18-D APPRAISAL-LIVERY STABLE	\$1,500.00
	165-18D APPRAISAL-3 BLDS 322 S DAVID	\$2,500.00
	Subtotal for Cost Center Planning:	\$4,000.00
	Vendor Subtotal:	\$4,000.00
NALCO CHEMICAL CO.	67141560 FERROUS CHLORIDE NPSSI-CCF	\$16,221.60
	Subtotal for Cost Center Waste Water:	\$16,221.60
	Vendor Subtotal:	\$16,221.60
NAPA AUTO PARTS CORP.	RIN0028930 TOOLS	\$115.20
	RIN0028930 CONSUMABLE/OPERATING SUPPLIES	\$1,370.49
	RIN0028930 VEHICLE/EQUIPMENT PARTS	\$87,011.15
	8037 NAPA IBS expenses July 2018	\$14,830.72
	8055 NAPA IBS expenses Aug 2018	\$11,343.72
	Subtotal for Cost Center Fleet Maintenance:	\$114,671.28
	Vendor Subtotal:	\$114,671.28
NISSES, SHARLIE	0031660983 UTILITY REFUND	\$38.40
	Subtotal for Cost Center Water:	\$38.40
	Vendor Subtotal:	\$38.40
NORTHERN ARIZONA UNIVERSITY	1 FAMILY VIOLENCE TRAINING IACP	\$11,979.75
	Subtotal for Cost Center Police Grants:	\$11,979.75
	Vendor Subtotal:	\$11,979.75
ODELL, STACEY	0031660981 UTILITY REFUND	\$5.77
	Subtotal for Cost Center Water:	\$5.77

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

Vendor Subtotal: **\$5.77**

OHLSON LAVOIE CORPORATION

113291 MARION KREINER SPLASH PAD \$236.53
Subtotal for Cost Center Aquatics: **\$236.53**

Vendor Subtotal: **\$236.53**

ONE CALL OF WY.

49447 AUG18 LOCATE TICKETS \$274.39
Subtotal for Cost Center Sewer: **\$274.39**

49447 AUG18 LOCATE TICKETS \$335.36
Subtotal for Cost Center Water: **\$335.36**

Vendor Subtotal: **\$609.75**

P-CARD VENDORS

00079161 SQUARE SQ PAPA JOHNS - Purch \$522.85
00078386 MENARDS CASPER WY - Purchase \$104.85
00078773 WM SUPERCENTER #1617 - Purchas \$3.75
00078870 HAWKINS INC - Purchase \$62.90
00078931 BAILEYS ACE HDWE - Purchase \$35.99
00078954 INCSTORES LLC - Purchase \$337.87
00079046 GRAINGER - Purchase \$59.16
00079082 NORCO INC - Purchase \$244.99
00078894 MG GREAT FALLS - Purchase \$370.98
00078968 AMZN Mktp US - Credit -\$25.99
00078968 AMZN Mktp US - Credit -\$10.88
00078599 SUN COUNTRY DISTRIBUTI - Purch \$5,085.03
00078687 VZWRLSS IVR VB - Purchase \$326.07
00078712 CENTURYLINK/SPEEDPAY - Purchas \$315.13
00078728 CENTURYLINK/SPEEDPAY - Purchas \$308.15
00078731 COMTRONIX - Purchase \$165.00
00078749 SAMSCLUB #6425 - Purchase \$26.98
00078749 SAMSCLUB #6425 - Purchase \$39.40
00078749 SAMSCLUB #6425 - Purchase \$27.74
Subtotal for Cost Center Aquatics: **\$7,999.97**

00077283 NORCO INC - Purchase \$194.17
00079076 SOURCE OFFICE - VITAL - Purcha \$38.61
00079086 HENSLEY BATTERY&ELEC - Purchas \$93.08
00079314 INT IN FLAG DESK, INC - Purch \$270.72

Bills & Claims

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00078508 THE HOME DEPOT 6001 - Purchase	\$467.96
00078522 INT IN RECYKLING INDU - Purch	\$6,000.00
00078537 INT IN RECYKLING INDU - Purch	\$4,500.00
00078641 PILOT 00007591 - Purch	\$250.00
00078708 WYOMING MACHINERY CO - Purchas	\$167.34
00078714 WAL-MART #1617 - Purchase	\$14.45
00078733 SAMSCLUB #6425 - Purchase	\$13.46
00078782 INTUIT IN ICLEAN307 - Purcha	\$2,150.00
00078800 BEARING BELTCHAIN00244 - Purch	\$44.98
00078807 COMPUTER LOGIC INC - Purchase	\$145.49
00078808 INTUIT IN ICLEAN307 - Purcha	\$3,840.00
00078818 TRUENORTH STEEL-CASPER - Purch	\$1,412.40
00078821 WYOMING RENTS - Purchase	\$276.06
00078839 MENARDS CASPER WY - Purchase	\$70.49
00078842 ALSCO INC. - Purchase	\$300.12
Subtotal for Cost Center Balefill:	\$20,249.33
00078510 HERCULES INDUSTRIES CA - Purch	\$410.84
00078837 DIAMOND VOGEL PAINT #7 - Purch	\$194.59
00078879 SHERWIN WILLIAMS 70343 - Purch	\$3.57
00078930 BLOEDORN LUMBER CASPER - Purch	\$19.32
00078952 NORCO INC - Purchase	\$19.16
00078978 NORCO INC - Purchase	\$47.34
00078984 DENNIS SUPPLY COMPANY - Purcha	\$4.55
00078988 LONG BLDG. TECHNOLOGIE - Purch	\$2,415.67
00078994 DENNIS SUPPLY COMPANY - Purcha	\$82.91
00079012 BLOEDORN LUMBER CASPER - Purch	\$89.51
00079017 MURDOCH'S RANCH & HOME - Purch	\$102.97
00079030 SAMSCLUB #6425 - Purchase	\$130.96
00079034 GEORGE T SANDERS 20 - Purchase	\$28.37
00079044 DENNIS SUPPLY COMPANY - Purcha	\$38.50
00079121 MENARDS CASPER WY - Purchase	\$54.99
00079140 GEORGE T SANDERS 20 - Purchase	\$182.22
00079188 0970 CED - Purchase	\$256.50
00079216 DENNIS SUPPLY COMPANY - Purcha	\$216.50
00078333 IMLSS COLORADO - Purchase	\$284.87
00078842 ALSCO INC. - Purchase	\$211.00
00078534 BLOEDORN LUMBER CASPER - Purch	\$60.74
00078571 NORCO INC - Purchase	\$457.30
00078594 0970 CED - Purchase	\$513.00
00078612 BAILEYS ACE HDWE - Purchase	\$2.76
00078646 BLOEDORN LUMBER CASPER - Purch	\$21.56
00078647 CRESCENT ELECTRIC 103 - Purcha	\$9.16

Bills & Claims

City of Casper

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00078672 BRIDGER STEEL CASPER - Purchas	\$16.06
Subtotal for Cost Center Buildings & Structures:	\$5,874.92
00078917 VZWRLSS IVR VB - Purchase	\$40.01
Subtotal for Cost Center Cemetery:	\$40.01
00079173 THOMSON WEST TCD - Purchase	\$140.43
00079191 THOMSON WEST TCD - Purchase	\$104.19
00079195 THOMSON WEST TCD - Purchase	\$1,294.85
00079263 ATLAS OFFICE PRODUCTS - Purcha	\$32.76
00078670 AMZN Mktp US - Purchase	\$5.85
00078735 AMZN MKTP US AMZN.COM/ - Purch	\$256.25
Subtotal for Cost Center City Attorney:	\$1,834.33
00078792 CPU IIT - Purchase	\$1,996.00
00078039 CASPER STAR TRIBUNE - Purchase	\$87.36
00078048 CASPER STAR TRIBUNE - Purchase	\$60.44
00078050 CASPER STAR TRIBUNE - Purchase	\$84.34
Subtotal for Cost Center City Clerk:	\$2,228.14
00078928 OLD CHICAGO-CASPER - Purchase	\$84.68
00078314 SQ SQ JAVA JAVA - Purcha	\$11.71
00078344 SQ SQ JAVA JAVA - Purcha	\$5.14
00078363 SQ SQ JAVA JAVA - Purcha	\$6.56
00078379 SOURCE OFFICE - VITAL - Purcha	\$135.24
00078463 KUM & GO #953 - Purchase	\$30.00
Subtotal for Cost Center Communications Center:	\$273.33
00078224 DOMINO'S 6042 - Purchase	\$129.29
Subtotal for Cost Center Council:	\$129.29
00078932 XEROX CORPORATION/RBO - Purcha	\$35.42
00078982 XEROX CORPORATION/RBO - Purcha	\$168.79
Subtotal for Cost Center Engineering:	\$204.21
00078725 ATLAS OFFICE PRODUCTS - Purcha	\$237.88
00078810 VZWRLSS APOCC VISB - Purchase	\$280.07
00078854 ITRON INC - Purchase	\$2,525.88
Subtotal for Cost Center Finance:	\$3,043.83
00079158 SPORTSMANS WAREHOUSE 1 - Credi	-\$75.99
00077442 FIRST LINE TECHNOLOGY - Credit	-\$450.00
00077503 AUTOZONE #1294 - Purchase	\$20.78

Bills & Claims

City of Casper

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00078049 STAPLES	00114181 - Purch	\$258.91
00078183 TARGET	00001644 - Purch	\$8.07
00078225 SUTHERLANDS 2219	- Purchase	\$26.85
00078270 WM SUPERCENTER #3778	- Purchas	\$19.86
00078285 SAMS CLUB #6425	- Purchase	\$123.58
00078385 SQU SQ THE FLOUR BIN	- Purcha	\$20.00
00078411 ALBERTSONS #0062	- Purchase	\$62.34
00078466 ALBERTSONS #0062	- Purchase	\$16.46
00078511 EXXONMOBIL 47626544	- Purch	\$51.63
00078639 SPORTSMANS WAREHOUSE 1	- Purch	\$75.99
00078696 WAL-MART #1617	- Purchase	\$36.25
00078745 LOAF N JUG #0106 Q81	- Purch	\$35.39
00078762 EXXONMOBIL 45374030	- Purch	\$34.78
00078770 UL LLC	- Purchase	\$2,790.00
00078793 COMMUNICATION TECHNOLO	- Purch	\$150.13
00078819 COMMUNICATION TECHNOLO	- Purch	\$51.50
00078822 EXXONMOBIL 47626544	- Purch	\$48.89
00078838 COMMUNICATION TECHNOLO	- Purch	\$750.50
00078972 SUTHERLANDS 2219	- Purchase	\$9.57

Subtotal for Cost Center Fire: \$4,065.49

00078113 CASTLEBROOK WELDING AN	- Purch	\$665.00
00078510 HERCULES INDUSTRIES CA	- Purch	\$538.74
00078118 DECKER AUTO GLASS	- Purchase	\$173.21
00078128 ATLAS OFFICE PRODUCTS	- Purcha	\$17.08
00078141 DECKER AUTO GLASS	- Purchase	\$884.22
00078151 SAFETY KLEEN SYSTEMS B	- Purch	\$2,012.60
00078193 ATLAS OFFICE PRODUCTS	- Purcha	\$10.91
00078209 RESPOND FIRST AID OF W	- Purch	\$59.39
00078216 LONG BLDG. TECHNOLOGIE	- Purch	\$682.50
00078233 COMMUNICATION TECHNOLO	- Purch	\$179.83
00078265 CAPITAL BUSINESS SYSTE	- Purch	\$34.00
00078300 DECKER AUTO GLASS	- Purchase	\$175.40
00078310 DAYTON TRANSMISSION LL	- Purch	\$2,557.39
00078630 CPU IIT	- Purchase	\$1,317.40
00078059 BRAKE SUPPLY COMPANY I	- Purch	\$1,278.75
00078079 CONOCO - HOMAX OIL SAL	- Purch	\$85.69

Subtotal for Cost Center Fleet Maintenance: \$10,672.11

00078993 INT IN GOEDICKE'S CUS	- Purch	\$9.80
00078903 COMTRONIX	- Purchase	\$531.00

Subtotal for Cost Center Fort Caspar: \$540.80

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

00078673 BRECK MEDIA GROUP - Purchase	\$475.50
00078845 R & R REST STOPS - Purchase	\$378.00
00078970 COMTRONIX - Purchase	\$122.85
00078472 BEARING BELTCHAIN00244 - Purch	\$22.29
Subtotal for Cost Center Golf Course:	\$998.64
00078880 ALBERTSONS #0060 - Purchase	\$33.90
00078904 ALBERTSONS #0060 - Purchase	\$69.98
00078392 BPI HARVARDHEALTH PUBS - Purch	\$18.00
00078738 PARTY AMERICA CASPER # - Purch	\$45.75
00078766 DOLLAR TREE - Purchase	\$6.00
00078832 WM SUPERCENTER #3778 - Purchas	\$25.29
Subtotal for Cost Center Health Insurance:	\$198.92
00078561 ID CARD GROUP - Purchase	\$58.77
00078606 STAPLES 00114181 - Purch	\$13.99
00078653 BARGREEN WYOMING 25 - Purchase	\$42.95
00078722 CPU IIT - Purchase	\$161.00
00078935 USA BLUE BOOK - Purchase	\$119.95
00078950 BEARDSLEY SAM STABLE - Purchas	\$65.00
00078966 ORKIN LLC 002 - Purchase	\$116.19
00079004 COMTRONIX - Purchase	\$183.00
00079068 COWBOY SUPPLY HOUSE IN - Purch	\$151.91
00079094 HANNA INSTRUMENTS US - Purchas	\$133.00
Subtotal for Cost Center Hogadon:	\$1,045.76
00078512 ATLAS OFFICE PRODUCTS - Purcha	\$15.96
00078535 USPS PO 5715580945 - Purchase	\$6.70
00078737 ATLAS OFFICE PRODUCTS - Purcha	\$15.83
00078752 USPS PO 5715580945 - Purchase	\$6.70
00078853 STERLING BACKCHECK - Purchase	\$213.42
Subtotal for Cost Center Human Resources:	\$258.61
00079011 CASPERNATRONAHEALTHPAY - Purch	\$50.00
00079024 GOVTELLERNATRONAWYFEE - Purcha	\$1.50
00079057 TRACTOR SUPPLY CO #199 - Purch	\$72.78
00079091 SAMSCLUB #6425 - Purchase	\$65.78
00079105 SAMSCLUB #6425 - Purchase	\$162.75
00079118 WM SUPERCENTER #1617 - Purchas	\$37.80
00079124 BAILEYS ACE HDWE - Purchase	\$7.99
00079130 SAMSCLUB.COM - Purchase	\$95.22
00079143 SQUARE SQ PAPA JOHNS - Purch	\$115.84
00079022 WEAR PARTS INC - Purchase	\$118.73

Bills & Claims

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00079182 BAILEYS ACE HDWE - Purchase	\$14.97
00079219 BAILEYS ACE HDWE - Purchase	\$9.99
00077721 WAL-MART #1617 - Purchase	\$4.70
00077856 SHERWIN WILLIAMS 70343 - Purch	\$53.59
00078791 SAMSCLUB.COM - Purchase	\$40.34
00078813 FARMER BROTHERS COFFEE - Purch	\$121.44
00078826 DOLLAR TREE - Purchase	\$8.00
00078851 HOWIES HOCKEY INC - Purchase	\$811.48
00078857 SNOW CREST CHEMICALS - Purchas	\$360.00
00078871 AMZN MKTP US AMZN.COM/ - Purch	\$99.98
00078885 AMPAC HOLDINGS INC - Purchase	\$102.33
00078894 MG GREAT FALLS - Purchase	\$370.98
00078968 AMZN MktP US - Credit	-\$21.59
00078509 INMUSIC BRANDS INC - Purchase	\$46.43
00078586 VISTAR ROCKY MOUNTAIN - Purcha	\$199.39
00078689 BAILEYS ACE HDWE - Purchase	\$49.15
00078704 MENARDS CASPER WY - Purchase	\$51.90
00078720 SHERWIN WILLIAMS 70343 - Purch	\$40.63
00078731 COMTRONIX - Purchase	\$108.00
00078749 SAMSCLUB #6425 - Purchase	\$13.49
00078763 SAMSCLUB #6425 - Purchase	\$99.90
Subtotal for Cost Center Ice Arena:	\$3,313.49
00078979 FEDEX 99657161 - Purchase	\$3.19
Subtotal for Cost Center Information Services:	\$3.19
00078332 TASER INTERNATIONAL - Purchase	\$61.00
00079018 WAL-MART #3778 - Purchase	\$20.46
00079033 WYOMING WORK WAREHOUSE - Purch	\$53.99
00079199 WESTSIDE ANIMAL HOSPIT - Purch	\$5,250.00
00079235 NORCO INC - Purchase	\$873.41
00078881 NOLAND FEED - Purchase	\$331.76
00078905 COCA COLA BOTTLING CO - Purcha	\$22.35
00078929 COMTRONIX - Purchase	\$387.00
00078942 ALL CREATURES VETERINA - Purch	\$165.45
00078956 AMBI MAIL AND MARKETIN - Purch	\$10.22
00079016 NORCO INC - Purchase	\$385.10
Subtotal for Cost Center Metro Animal:	\$7,560.74
00078969 UNITED 01624166793874 - Pur	\$275.27
00078969 UNITED 01624166793874 - Pur	\$28.93
00078981 UNITED 01624166831571 - Pur	\$48.01
00078981 UNITED 01624166831571 - Pur	\$456.79

Bills & Claims

09/19/2018 to 10/02/2018

00079085 TRAVEL GUARD GROUP INC - Credi	-\$17.89
00079085 TRAVEL GUARD GROUP INC - Credi	-\$1.88
00078895 TRAVEL GUARD GROUP INC - Purch	\$17.89
00078895 TRAVEL GUARD GROUP INC - Purch	\$1.88
00078867 CALIPER CORPORATION - Purchase	\$1,357.35
00078867 CALIPER CORPORATION - Purchase	\$142.65
Subtotal for Cost Center Metropolitan Planning:	\$2,309.00
00078726 WAYFAIR WAYFAIR - Purchase	\$4.99
00078856 BRIDGER STEEL CASPER - Purchas	\$11.55
00078933 STAPLES 00114181 - Purch	\$106.96
00078937 BAILEYS ACE HDWE - Purchase	\$2.79
00079087 SUTHERLANDS 2219 - Purchase	\$249.10
00079096 WAYFAIR WAYFAIR - Purchase	\$650.93
00079104 BAILEYS ACE HDWE - Purchase	\$19.16
00079181 CASPER CONTRACTORS SUP - Purch	\$21.40
00078247 BAILEYS ACE HDWE - Purchase	\$15.98
00078399 BAILEYS ACE HDWE - Purchase	\$24.99
00078795 THE HOME DEPOT #6001 - Purchas	\$131.60
Subtotal for Cost Center Parks:	\$1,239.45
00079138 WWW.1890INC.COM - Purchase	\$235.87
00078976 ATLAS REPRODUCTION INC - Purch	\$27.00
Subtotal for Cost Center Planning:	\$262.87
00078920 ENTERPRISE RENT-A-CAR - Purcha	\$407.92
00078944 SMOKIN FINS - Purchase	\$29.83
00078959 DOUBLETREE CHICAGO WOO - Purch	\$204.24
00079084 MARRIOTT FORT COLLINS - Purcha	\$218.00
00079208 PAYPAL REEVESCOMPA - Purchase	\$68.51
00078663 DOUBLETREE CHIC WOOD D - Purch	\$19.16
00078768 7-ELEVEN 33735 - Purchase	\$15.44
00078775 POPEYE'S #3081 - Purchase	\$24.30
00078872 LOS BUENOS DIAZ MEXICA - Purch	\$27.60
00078884 SPEEDWAY 04250 DES - Purchase	\$2.20
00078888 SHELL OIL 57443039300 - Purcha	\$23.00
00078896 LIQUOR BAR C06 ORD - Purchase	\$15.26
00078908 DOUBLETREE CHICAGO WOO - Purch	\$16.02
00079059 SMF PEETS TMP A - Purchase	\$10.06
00079062 DENMA - Purchase	\$24.42
00079065 BLAZE PIZZA #1292 - Purchase	\$13.68
00079071 MALABAR - Purchase	\$35.23
00079072 CHEVRON 0210286 - Purchase	\$41.85

Bills & Claims

09/19/2018 to 10/02/2018

00079080 CNCIA PARKING - Purchase	\$25.00
00079081 FAIRFIELD INN AURORA - Purchas	\$323.28
00079092 BABS DELTA DINER - Purchase	\$19.86
00079097 CHIANTI OSTERIA DC P - Purchas	\$42.02
00079100 GASAMAT/SMKRFRNDLY5QPS - Purch	\$3.66
00079101 BEST BUY 00015271 - Purch	\$179.99
00079103 CONOCO - SEI 29314 - Purchase	\$35.04
00079111 ALAMO RENT-A-CAR - Purchase	\$211.89
00079115 GALLS - Purchase	\$3,426.65
00079116 BLACK EYED PEA - Purchase	\$12.38
00079128 CHICK-FIL-A #03335 - Purchase	\$49.49
00079132 SARA LEE SANDWICH SHOP - Purch	\$14.03
00079137 UNITED 01626088440723 - Pur	\$25.00
00077456 NOLAND FEED - Purchase	\$75.20
00077795 STAPLES 00114181 - Purch	\$42.99
00078660 WARDROBE CLEANERS - Purchase	\$10.70
00078758 NOLAND FEED - Purchase	\$78.96
00078858 SHERWIN WILLIAMS 70343 - Purch	\$85.97
00078869 SHERWIN WILLIAMS 70343 - Purch	\$67.83
00078886 SPORTSMANS WAREHOUSE 1 - Purch	\$41.98
00078910 WAL-MART #3778 - Purchase	\$27.74
00078919 STAPLES 00114181 - Credi	-\$34.99
00078941 CRAZY PEDALER BIKE AND - Purch	\$29.98
00078947 RICOH USA, INC - Purchase	\$64.88
00078961 WDH PHL CHEMICAL TESTI - Purch	\$54.00
00078967 SMOKIN FINS - Purchase	\$32.58
00078991 FBI NATIONAL ACADEMY A - Purch	\$305.00
00079013 VOIANCE LLC - Purchase	\$5.84
00079029 SOURCE OFFICE - VITAL - Purcha	\$712.36
00079032 LOAF N JUG #0193 Q81 - Purch	\$36.52
00079047 INT IN POWDER RIVER S - Purch	\$138.00
00078015 MURDOCH'S RANCH & HOME - Purch	\$1,960.00
00077118 COMFORT INN FT MORGAN - Purcha	\$527.15
00079058 SPF45 - Purchase	\$51.17
00079079 MARRIOTT FORT COLLINS - Purcha	\$218.00
00079098 IACP - Purchase	\$370.00
00079112 IACP - Purchase	\$370.00
00079117 IACP - Purchase	\$370.00
00079131 IACP - Purchase	\$370.00
00078203 CASPER - Purchase	\$2.00
00078207 UNITED 01626074321130 - Pur	\$25.00
00078324 HILTON BANQUETS - Purchase	\$41.63
00078554 PERRYS STEAK HOUSE & G - Purch	\$22.00

Bills & Claims

09/19/2018 to 10/02/2018

00078555 GALLS - Purchase	\$37.95
00078559 HILTON JAVA JIVE - Purchase	\$5.15
00078569 GALLS - Purchase	\$10.40
00078577 HOTELS.COM151606071718 - Purch	\$28.08
00078883 USPS PO 5715580945 - Purchase	\$0.21
00078955 GALLS - Purchase	\$46.80
00078987 SQU SQ JOURNEY COFFEE - Purch	\$6.25
00079007 PANDA EXPRESS #1050 - Purchase	\$8.24
00079025 UNITED GLASS - Purchase	\$135.00
00079028 USPS PO 5715580478 - Purchase	\$2.66
00079039 CHIPOTLE 1014 - Purchase	\$10.49
00079051 CHIANTI OSTERIA DC P - Purchas	\$41.90
Subtotal for Cost Center Police:	\$12,000.63
00078990 DIA PARKING OPERATIONS - Purch	\$30.00
00078995 URBAN STACK BURGER - Purchase	\$15.84
00079037 TAILWIND CHA LLC - Purchase	\$13.19
00079042 PARKWAY POURHOUSE - Purchase	\$24.75
00079075 SPRINGHILL SUITES BY M - Purch	\$362.31
00079113 SPRINGHILL SUITES BY M - Purch	\$395.10
00078873 ATLANTA AIRPORT - Purchase	\$18.16
00078890 PANDA-CONCOURSE A Q75 - Purcha	\$11.50
00078909 BIG RIVER CHATTANOOGA - Purcha	\$29.85
00079056 SHELL OIL 10047678007 - Purcha	\$6.51
00079070 SHELL OIL 57444149009 - Purcha	\$34.25
00078143 CMI INC MOTO - Purchase	\$6,000.00
00078578 DELTA 00682756033713 - Pur	\$25.00
00078585 UBER TRIP VCHLC - Purchase	\$30.95
00078590 MARKET STREET GRIL SLC - Purch	\$18.40
00078608 CARIBE ROYALE FOOD&BEV - Purch	\$15.93
00078609 DELTA 00601434191102 - Pur	\$10.99
00078618 MCDONALD'S F7971 - Purchase	\$5.34
00078625 CARIBE ROYALE FOOD&BEV - Purch	\$8.78
00078638 PUBLIX #1563 - Purchase	\$10.30
00078662 SIR VEZAS AT SKY HARBO - Purch	\$14.06
00078697 CARIBE ROYALE FOOD&BEV - Purch	\$9.05
00078716 TROPICO MOFONGO - Purchase	\$19.35
00078739 CARIBE ROYALE FOOD&BEV - Purch	\$15.18
00078740 TROPICO MOFONGO - Purchase	\$20.64
00078756 BOATHOUSE ORLANDO - Purchase	\$26.00
00078764 COCONUTS ON THE BEACH - Purcha	\$28.24
00078765 DELTA 00601434387920 - Pur	\$10.49
00078767 RAGLAN ROAD - Purchase	\$12.73

Bills & Claims

09/19/2018 to 10/02/2018

00078777 CHIPOTLE 2745 - Purchase	\$14.22
00078798 CARIBE ROYALE RESORT S - Purch	\$490.55
00078804 CARIBE ROYALE RESORT S - Purch	\$472.17
00078809 CARIBE ROYALE FOOD&BEV - Purch	\$12.25
00078825 MCDONALD'S F13569 - Purchase	\$3.20
00078833 DELTA 00682984428814 - Pur	\$25.00
00078846 SLC INTERNATIONAL AIRP - Purch	\$36.00
00078847 UBER TRIP R4DTK - Purchase	\$25.32
00078852 CNCIA PARKING - Purchase	\$20.00
00078579 DELTA 00682754060111 - Pur	\$25.00
00078587 MARKET STREET GRIL SLC - Purch	\$14.22
00078603 CARIBE ROYALE FOOD&BEV - Purch	\$20.83
00078693 CARIBE ROYALE FOOD&BEV - Purch	\$9.00
00078711 TROPICO MOFONGO - Purchase	\$20.64
00078719 BOATHOUSE ORLANDO - Purchase	\$26.00
00078757 CARIBE ROYALE FOOD&BEV - Purch	\$15.17
00078772 SUPERSHUTTLE/EXECUCARM - Credi	-\$10.62
00078774 CARIBE ROYALE FOOD&BEV - Purch	\$8.72
00078802 CARIBE ROYALE FOOD&BEV - Purch	\$20.83
00078805 DELTA 00682983017032 - Pur	\$25.00
00078823 CARIBE ROYALE RESORT S - Purch	\$476.46
00078827 DELTA 00682981587562 - Pur	\$25.00
00078840 CARIBE ROYALE RESORT S - Purch	\$476.46
00078841 CARIBE ROYALE RESORT S - Credi	-\$56.21
00078495 SUPERSHUTTLE/EXECUCARM - Purch	\$69.62
00078855 ATLANTA AIRPORT - Purchase	\$15.07
00078897 PANDA-CONCOURSE A Q75 - Purcha	\$11.50
00078923 BIG RIVER CHATTANOOGA - Purcha	\$31.30
00078999 TAILWIND CHA LLC - Purchase	\$12.90
00079014 NORDYS BARBQUE GRILL - Purcha	\$14.88
00079035 PARKWAY POURHOUSE - Purchase	\$18.25
00079050 URBAN STACK BURGER - Purchase	\$16.19
Subtotal for Cost Center Police Grants:	\$9,607.81
00079010 LONG BLDG. TECHNOLOGIE - Purch	\$12,250.00
00079063 SQ SQ MY EDUCATIONAL - Purch	\$22.00
00078754 INT IN INSTALLATION & - Purch	\$8,325.00
Subtotal for Cost Center Property & Liability Insurance:	\$20,597.00
00078964 NORCO INC - Purchase	\$73.97
00079114 NORCO INC - Purchase	\$22.99
00079197 USPS PO 5715580478 - Purchase	\$7.90
00079243 AMZN MKTP US AMZN.COM/ - Purch	\$284.53

Bills & Claims

09/19/2018 to 10/02/2018

00078885 AMPAC HOLDINGS INC - Purchase	\$102.33
00078968 AMZN Mktp US - Credit	-\$24.83
00078968 AMZN Mktp US - Credit	-\$24.83
00078621 WM SUPERCENTER #1617 - Purchas	\$9.45
00078686 WM SUPERCENTER #1617 - Purchas	\$9.00
00078731 COMTRONIX - Purchase	\$108.00
00078749 SAMSCLUB #6425 - Purchase	\$33.72
00078749 SAMSCLUB #6425 - Purchase	\$33.73
00078749 SAMSCLUB #6425 - Purchase	\$248.20
00078806 WAL-MART #1617 - Credit	-\$9.45
Subtotal for Cost Center Recreation:	\$874.71
00079163 PANCHOS MEXICAN RESTAU - Purch	\$198.70
00077380 FEDEX 782108079463 - Purchase	\$81.88
00077698 STAPLES 00114181 - Purch	\$14.49
00077790 USPS PO 5715580945 - Purchase	\$260.00
00078415 CMI-TECO - Purchase	\$2,421.25
00078651 SIX ROBBLEES NO 19 - Purchase	\$11.26
00078668 S&S CASPER - SERVICE - Purchas	\$1,394.25
00078684 CASPER TIRE 0000705 - Purchase	\$165.00
00078729 CONOCO - HOMAX OIL SAL - Purch	\$693.88
00078747 CONOCO - HOMAX OIL SAL - Purch	\$70.50
00078759 AIRGAS CENTRAL - Purchase	\$101.60
00078842 ALSCO INC. - Purchase	\$299.86
Subtotal for Cost Center Refuse Collection:	\$5,712.67
00078940 EPASALES - Purchase	\$403.88
00079015 BAILEYS ACE HDWE - Purchase	\$4.59
00079077 STAPLES 00114181 - Purch	\$19.99
00078504 FACEBK 7JP5HHEJH2 - Purchase	\$66.97
00078652 CASPER STAR TRIBUNE - Purchase	\$682.50
00078673 BRECK MEDIA GROUP - Purchase	\$504.00
00078657 SAMS CLUB #6425 - Purchase	\$88.42
00078658 ALSCO INC. - Purchase	\$209.76
00078771 THE UPS STORE 2200 - Purchase	\$4.25
00078835 THE UPS STORE 2200 - Purchase	\$4.46
00078787 THE UPS STORE 2200 - Credit	-\$4.46
Subtotal for Cost Center Sewer:	\$1,984.36
00077267 MCDONALD'S F35345 - Purchase	\$8.49
00077333 WAL-MART #1457 - Purchase	\$10.40
00077364 SMITHS FOOD #4183 - Purchase	\$11.71
00077381 Chopstix Asian Bistro - Purcha	\$15.03

Bills & Claims

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00077389 WM SUPERCENTER #1457 - Purchas	\$13.95
00077390 SMITHS FOOD #4183 - Purchase	\$15.06
00077406 PIZZA HUT #1801 - Purchase	\$15.62
00077425 WALGREENS #10466 - Purchase	\$9.27
00077437 QTS RESTAURANT RIVERTO - Purch	\$16.91
00077438 TACO BELL #23080 - Purchase	\$10.56
00077458 SMITHS FOOD #4183 - Purchase	\$9.56
00077479 SUBWAY 03354677 - Purch	\$7.76
00077513 TACO BELL #23080 - Purchase	\$12.66
00077542 SMITHS FOOD #4183 - Purchase	\$4.98
00077559 ARBYS 5740 - Purchase	\$8.48
00077598 Chopstix Asian Bistro - Purcha	\$14.49
00077632 SMITHS FOOD #4183 - Purchase	\$11.21
00077691 SMITHS FOOD #4183 - Purchase	\$11.98
00077713 DAIRY QUEEN #11301 QPS - Purch	\$10.48
00077715 EXXONMOBIL 47789409 - Purch	\$61.01
00077727 SMITHS FOOD #4183 - Purchase	\$5.33
00077729 SMITHS FOOD #4183 - Purchase	\$7.56
00077739 ARBYS 5740 - Purchase	\$8.48
00077740 TACO BELL #23080 - Purchase	\$10.57
00077755 TACO BELL #23080 - Purchase	\$14.66
00077798 WENDY'S 6706 - Purchase	\$10.58
00077799 6035 Dominos Pizza - Purchase	\$9.65
00077811 THE DEPOT - RIVERTON - Purchas	\$12.00
00077812 SMITHS FOOD #4183 - Purchase	\$5.99
00077823 WENDY'S 6706 - Purchase	\$10.58
00077891 TACO JOHN'S RIVERT - Purchase	\$7.21
00077915 HOLIDAY INN - RIVERTON - Purch	\$1,520.55
Subtotal for Cost Center Special Assistance:	\$1,902.77
00078882 INT IN NUTECH SPECIAL - Purch	\$100.91
00078971 IMSA A ROCKY MTN SECTI - Purch	\$1,605.00
00079069 BLOEDORN LUMBER CASPER - Purch	\$64.38
00079127 BLOEDORN LUMBER CASPER - Purch	\$6.42
00079135 INT IN NUTECH SPECIAL - Credi	-\$100.91
00079151 VZWRLSS IVR VB - Purchase	\$40.09
00079164 INT IN NUTECH SPECIAL - Purch	\$96.22
00078741 TOP OFFICE PRODUCTS IN - Purch	\$57.46
Subtotal for Cost Center Streets:	\$1,869.57
00078974 RESPOND FIRST AID OF W - Purch	\$58.98
00079023 DC FROST ASSOCIATES IN - Purch	\$374.79
00079041 PACE ANALYTICAL SERVIC - Purch	\$65.00

Bills & Claims

09/19/2018 to 10/02/2018

00079041 PACE ANALYTICAL SERVIC - Purch	\$1,528.00
00079066 BEARING BELTCHAIN00244 - Purch	\$67.12
00079120 NORCO INC - Purchase	\$865.00
00078505 POWER SYSTEMS WEST CO - Credit	-\$4.14
00078655 POWER SYSTEMS WEST CO - Purcha	\$4.14
00078666 ALSCO INC. - Purchase	\$457.40
00078815 HENSLEY BATTERY&ELEC - Purchas	\$35.27
00078816 HACH COMPANY - Purchase	\$629.52
00078824 MOTION INDUSTRIES WY54 - Purch	\$1,021.32
00078868 WATERWORKS IND 2697 - Purchase	\$259.00
00078899 CASPER WINNELSON CO - Purchase	\$327.93
00078901 NORTHROP BOILER WORKS - Purcha	\$57.30
00078902 HENSLEY BATTERY&ELEC - Purchas	\$63.20
00078924 CONOCO - HOMAX OIL SAL - Purch	\$338.40
Subtotal for Cost Center Waste Water:	\$6,148.23
00078911 ENERGY LABORATORIES, I - Purch	\$22.00
00078915 UNITED STATES WELDING - Purcha	\$21.47
00078948 DIAMOND VOGEL PAINT #7 - Purch	\$24.36
00078962 BEARING BELTCHAIN00244 - Purch	\$40.62
00078965 DANA KEPNER CO. - Purchase	\$945.00
00079005 SAMSCLUB #6425 - Purchase	\$403.77
00079027 PROKOTEENGINEERINGSUPP - Purch	\$120.00
00079048 HOSE & RUBBER SUPPLY C - Purch	\$8.04
00079142 HARBOR FREIGHT TOOLS 3 - Purch	\$41.88
00078892 ENERGY LABORATORIES, I - Purch	\$44.00
00078640 TOP OFFICE PRODUCTS IN - Purch	\$170.48
00078678 ENERGY LABORATORIES, I - Purch	\$22.00
00078691 STOTZ EQUIP CASPER - Purchase	\$185.98
00078702 ENERGY LABORATORIES, I - Purch	\$44.00
00078710 USPS PO 5715580945 - Purchase	\$7.33
00078718 ENERGY LABORATORIES, I - Purch	\$27.00
00078721 SUTHERLANDS 2219 - Purchase	\$2.29
00078736 ENERGY LABORATORIES, I - Purch	\$54.00
00078761 ALL OUT FIRE EXTINGUIS - Purch	\$20.00
00078794 STOTZ EQUIP CASPER - Purchase	\$23.05
00078799 INBERG-MILLER ENGINEER - Purch	\$677.00
00078820 NORCO INC - Purchase	\$79.29
00078836 CRUM ELECTRIC SUPPLY C - Purch	\$46.20
00078861 BEARING BELTCHAIN00244 - Purch	\$10.90
00078864 EUROFINS EATON ANALYTI - Purch	\$850.00
00078875 ENERGY LABORATORIES, I - Purch	\$374.00
00078664 ENERGY LABORATORIES, I - Purch	\$54.00

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

00078659 MSPS - Purchase	\$6,165.18
00078680 CORE & MAIN LP 518 - Purchase	\$1,111.44
00078695 GUNNERS METERS - Purchase	\$988.00
Subtotal for Cost Center Water:	\$12,583.28

00079145 URGENT CARE OF CASPER - Purcha	\$40.00
00079157 UPS 0000008F045W378 - Purchase	\$120.80
00079159 URGENT CARE OF CASPER - Purcha	\$40.00
00079184 URGENT CARE OF CASPER - Purcha	\$120.00
00079203 EUROFINS EATON ANALYTI - Purch	\$200.00
00079230 ALBERTSONS #0060 - Purchase	\$51.42
00079246 ENERGY LABORATORIES - Purchase	\$84.00
00079271 ATLAS OFFICE PRODUCTS - Purcha	\$198.84
00079276 UNITED STATES WELDING - Purcha	\$3,750.09
00079302 CASPER STAR TRIBUNE - Purchase	\$41.96
00079313 COASTAL CHEMICAL CO LL - Purch	\$164.07
00078828 ATLAS OFFICE PRODUCTS - Purcha	\$160.49
00079055 COASTAL CHEMICAL CO LL - Purch	\$34.50
00078921 ATLAS OFFICE PRODUCTS - Credit	-\$66.06
00078983 HARBOR FREIGHT TOOLS 3 - Purch	\$24.98
00078986 WATERWORKS IND 2697 - Purchase	\$11.49
00079008 ENERGY LABORATORIES - Purchase	\$268.00
00079045 FERGUSON ENT #3069 - Purchase	\$44.53
00078649 ALSCO INC. - Purchase	\$181.67
00078769 ENERGY LABORATORIES - Purchase	\$253.00
00078863 XEROX CORPORATION/RBO - Purcha	\$218.00
00078876 UNITED STATES WELDING - Purcha	\$1,690.02
Subtotal for Cost Center Water Treatment Plant:	\$7,631.80

00079183 SIMPLOT PARTNERS 1416 - Purcha	\$938.40
00078548 BAILEYS ACE HDWE - Purchase	\$10.04
00078563 BAILEYS ACE HDWE - Purchase	\$9.59
00078616 GROWTH PRODUCTS - Purchase	\$5,615.75
Subtotal for Cost Center Weed And Pest:	\$6,573.78

Vendor Subtotal:	\$161,833.04
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PRINTWORKS

11641 PRINTING OF 1 BOX OF ENVELOPES	\$149.24
Subtotal for Cost Center Code Enforcement:	\$149.24

Vendor Subtotal:	\$149.24
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Bills & Claims

09/19/2018 to 10/02/2018

RECYCLED MATERIALS, LLC.	1088 #18-052 RUSSIAN OLIVE REMOVAL	\$10,000.00
	1088 RETAINAGE 18-052	-\$1,000.00
	Subtotal for Cost Center Balefill:	\$9,000.00
	RIN0028943 #18-069 RUSSIAN OLIVE TREE HAU	\$4,000.00
	Subtotal for Cost Center Refuse Collection:	\$4,000.00
	Vendor Subtotal:	\$13,000.00
ROCKY MOUNTAIN POWER	AP00014909101821 ELECTRICITY	\$4,777.98
	AP00016909101821 ELECTRICITY	\$4,269.84
	Subtotal for Cost Center Aquatics:	\$9,047.82
	RIN0028896 POWER FOR GAS SYSTEM CLOSED BA	\$460.79
	AP00016709101821 ELECTRICITY	\$8,587.10
	Subtotal for Cost Center Balefill:	\$9,047.89
	AP00015009101821 ELECTRICITY	\$169.32
	Subtotal for Cost Center Cemetery:	\$169.32
	AP00015109101821 ELECTRICITY	\$4,485.94
	AP00015109101821 ELECTRICITY	\$563.26
	AP00015109101821 ELECTRICITY	\$42.66
	AP00015109101821 ELECTRICITY	\$966.71
	Subtotal for Cost Center City Hall:	\$6,058.57
	AP00015509101821 ELECTRICITY	\$2,595.20
	AP00024009101821 ELECTRICITY	\$648.20
	Subtotal for Cost Center Fire:	\$3,243.40
	AP00015409101821 ELECTRICITY	\$3,159.86
	Subtotal for Cost Center Fleet Maintenance:	\$3,159.86
	AP00015609101821 ELECTRICITY	\$855.46
	Subtotal for Cost Center Fort Caspar:	\$855.46
	AP00015709101821 ELECTRICITY	\$5,008.68
	Subtotal for Cost Center Golf Course:	\$5,008.68
	AP000158090518 ELECTRICITY	\$720.22
	AP00023509101821 ELECTRICITY	\$1,255.77

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

Subtotal for Cost Center Hogadon:	\$1,975.99
AP00015909101821 ELECTRICITY	\$5,441.97
Subtotal for Cost Center Ice Arena:	\$5,441.97
AP00016009101821 ELECTRICITY	\$851.40
Subtotal for Cost Center Metro Animal:	\$851.40
AP00018009101821 ELECTRICITY	\$2,649.55
AP00024409101821 ELECTRICTY	\$72.24
AP000161090618 ELECTRICITY	\$5,644.62
Subtotal for Cost Center Parks:	\$8,366.41
AP00016209101821 ELECTRICITY	\$388.86
Subtotal for Cost Center Police:	\$388.86
AP00015209101821 ELECTRICITY	\$4,558.75
Subtotal for Cost Center Recreation:	\$4,558.75
AP00016309101821 ELECTRICITY	\$381.49
AP00023909101821 ELECTRICITY	\$50.87
Subtotal for Cost Center Sewer:	\$432.36
AP000170090518 ELECTRICITY	\$70.51
AP00024109101821 ELECTRICITY	\$82.62
Subtotal for Cost Center Streets:	\$153.13
AP00016609101821 ELECTRICITY	\$22,025.73
Subtotal for Cost Center Waste Water:	\$22,025.73
AP00016509101821 ELECTRICITY	\$32,679.67
Subtotal for Cost Center Water:	\$32,679.67
RIN0028920 ENERGY - ELECTRICITY	\$90,667.20
RIN0028920 ENERGY - ELECTRICITY	\$9,858.73
Subtotal for Cost Center Water Treatment Plant:	\$100,525.93
Vendor Subtotal:	\$213,991.20
ROD BARSTAD'S PAINT & AUTO BODY	
6430 CLAIM NO. 1676CA / 660251	\$1,014.50
Subtotal for Cost Center Fleet Maintenance:	\$1,014.50

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

Vendor Subtotal: **\$1,014.50**

**SENIOR PATIENT
ADVOCATES**

2018-0393 OTHER CONTRACTUAL \$450.00
2018-0367 OTHER CONTRACTUAL \$450.00
2018-0359 OTHER CONTRACTUAL \$900.00
Subtotal for Cost Center Health Insurance: **\$1,800.00**

Vendor Subtotal: **\$1,800.00**

**SHEET METAL SPECIALTIES,
INC.**

27964-RR RETAINAGE RELEASE 18-003 \$1,285.00
Subtotal for Cost Center Water: **\$1,285.00**

Vendor Subtotal: **\$1,285.00**

**SHOSHONE DISTRIBUTING
CO., INC.**

6394 SWEATSHIRTS FOR RESALE IN STOR \$292.00
Subtotal for Cost Center General - Fort Caspar: **\$292.00**

Vendor Subtotal: **\$292.00**

SMARSH, INC

INV00400531 ARCHIVING SERVICES FEE \$1,691.50
Subtotal for Cost Center Finance: **\$1,691.50**

Vendor Subtotal: **\$1,691.50**

**SOLID WASTE
PROFESSIONALS OF WY LLC**

548 CASPER BALEFILL CLOSURE - \$31,341.89
Subtotal for Cost Center Balefill: **\$31,341.89**

Vendor Subtotal: **\$31,341.89**

**STATE OF WY. - NOTARY
DIV.**

RIN0028921 NOTARY RENEWAL \$30.00
Subtotal for Cost Center City Clerk: **\$30.00**

Vendor Subtotal: **\$30.00**

**STATE OF WY. - OFFICE OF
STATE LANDS & INVEST**

RIN0028904 CWSRR#128 PRINCIPAL PAYMENT \$3,434.22
Subtotal for Cost Center Waste Water: **\$3,434.22**

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

STATE FUNDS & INVEST

Vendor Subtotal: \$3,434.22

STEALTH PARTNER GROUP

RIN0028936 MEDICAL STOP LOSS \$53,667.54

Subtotal for Cost Center Health Insurance: \$53,667.54

Vendor Subtotal: \$53,667.54

SUPERIOR TRAMWAY CO, INC

7785 CHAIRLIFT PARTS \$171.67

7782 CHAIRLIFT PARTS \$184.42

Subtotal for Cost Center Hogadon: \$356.09

Vendor Subtotal: \$356.09

THIRTY THREE MILE ROAD IMPROVEMENT & SVS DIST

RIN0028909 SEWER LINE FLUSHING WATER \$230.72

Subtotal for Cost Center Sewer: \$230.72

Vendor Subtotal: \$230.72

TOP OFFICE PRODUCTS

169729 COPY CHARGE MX3050V AUG2018 \$230.10

Subtotal for Cost Center Waste Water: \$230.10

Vendor Subtotal: \$230.10

TRANSMISSION DISTRIBUTION SERVICE

2489 2018 PEDESTRIAN PATHWAYS PROJE \$2,149.50

Subtotal for Cost Center Parks: \$2,149.50

Vendor Subtotal: \$2,149.50

URGENT CARE OF CASPER LLC.

4579 18-048031 18-050074 \$54.00

Subtotal for Cost Center Police: \$54.00

Vendor Subtotal: \$54.00

UV DOCTOR LAMPS LLC

11835 UV BALLAST REPLACEMENT \$3,794.31

11836 UV BALLAST REPLACEMENT \$3,044.31

Bills & Claims

09/19/2018 to 10/02/2018

Subtotal for Cost Center Waste Water: **\$6,838.62**

Vendor Subtotal: **\$6,838.62**

VISION SVC. PLAN

805692712 BENEFITS PAYABLE \$1,566.94

2018092681872 COBRA CONTRIBUTIONS \$86.28

Subtotal for Cost Center Health Insurance: **\$1,653.22**

Vendor Subtotal: **\$1,653.22**

WESTERN WATER CONSULTANTS, INC.

181740001 TRANSFER STATION FLIGHT SURVEY \$2,930.63

Subtotal for Cost Center Balefill: **\$2,930.63**

160580027 K STREET IMPROVEMENTS - PHASE \$34.93

Subtotal for Cost Center Sewer: **\$34.93**

160580027 K STREET IMPROVEMENTS - PHASE \$325.97

160580027 K STREET IMPROVEMENTS - PHASE \$388.07

Subtotal for Cost Center Streets: **\$714.04**

160580027 K STREET IMPROVEMENTS - PHASE \$27.16

Subtotal for Cost Center Water: **\$27.16**

Vendor Subtotal: **\$3,706.76**

WILLIAM O BOHMAN JR.

RIN0028901 William Bohman Tuition Reimb \$592.37

Subtotal for Cost Center Fire: **\$592.37**

Vendor Subtotal: **\$592.37**

WLC ENGINEERING - SURVEYING - PLANNING

2018-10892 ROTARY PARK PATHWAY - PHASE II \$18,155.20

Subtotal for Cost Center City Manager: **\$18,155.20**

2018-10892 ROTARY PARK PATHWAY - PHASE II \$4,538.80

Subtotal for Cost Center One Cent #15: **\$4,538.80**

Vendor Subtotal: **\$22,694.00**

Bills & Claims

City of Casper

09/19/2018 to 10/02/2018

WY. DEPT. OF TRANSPORTATION	0000102841 W. YELLOWSTONE RECONST 06-07	\$25.53
	Subtotal for Cost Center Streets:	\$25.53
	Vendor Subtotal:	\$25.53
WY. LAW ENFORCEMENT ACADEMY	S-10679 FTO DEVELOPMENT	\$325.00
	S-10604 INTERPERSONAL COMMUNICATIONS	\$110.00
	Subtotal for Cost Center Communications Center:	\$435.00
	C-10646 GUEST INSTRUCTOR CREDIT EVO	-\$507.00
	S-010608 FIREARMS RECERT	\$330.00
	S-10723 EVO RECERT	\$135.00
	S-10679 FTO DEVELOPMENT	\$325.00
	C-10672 EVO GUEST INSTRUCTOR CREDIT	-\$507.00
	S-10604 INTERPERSONAL COMMUNICATIONS	\$110.00
	S-10692 FIREARMS CERT & GEN INSTRUCTOR	\$885.00
	Subtotal for Cost Center Police:	\$771.00
	Vendor Subtotal:	\$1,206.00
WY. MACHINERY CO.	WO5492203 141485	\$22,615.95
	WO5492202 141402	\$65,081.24
	Subtotal for Cost Center Balefill:	\$87,697.19
	Vendor Subtotal:	\$87,697.19
	Grand Total	\$1,552,661.08

Approved By

On

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 10/02/18

Payroll Disbursements

9/20/18	CITY PAYROLL	\$	1,066,021.10
9/20/18	BENEFITS & DEDUCTIONS	\$	189,290.98
9/25/18	FIRE PAYROLL	\$	193,797.82
9/25/18	BENEFITS & DEDUCTIONS	\$	34,255.14

Total Payroll \$ 1,483,365.04

Additional Fees

Total Fees \$ -

Additional Accounts Payable

9/12/18	Wire to Global Spectrum - Jurassic Quest ticket funds	\$	203,043.64
09/13/18	Prewrits - Sales Tax/Petty Cash		
	State of Wy - Department of revenue	\$	1,571.24
	First Interstate Bank - Petty Cash	\$	130.77
10/2/18	Tyler Technologies - new software system	\$	139,681.00

Total Additional AP \$ 344,426.65

September 25, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: John Henley, City Attorney *JH*
Wallace Trembath, Deputy City Attorney *W.T.*
SUBJECT: Establish the Public Hearing Date for the Qwest Corporation, d/b/a Century Link Franchise

Meeting Type & Date:
Regular Council Meeting
October 2, 2018

Action Type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish October 16, 2018, as the Public Hearing date for the Qwest Corporation, d/b/a Century Link Franchise.

Summary
The City and CenturyLink have been in extensive discussions for a new franchise ordinance. The final draft of the franchise ordinance needs Council consideration, and Council has requested a public hearing on first reading for ordinances.

Financial Considerations
None

Oversight/Project Responsibility
John Henley, City Attorney

Attachments
None

September 24, 2018

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish October 16, 2018 as the Public Hearing Date for a New Restaurant
Liquor License No. 40 for Yang & Zhang, Inc., d/b/a Lime Leaf Asian Bistro,
Located at 845 East 2nd Street.

Meeting Type & Date

Regular Council Meeting
October 2, 2018

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish October 16, 2018 as the Public Hearing date for a new restaurant liquor license No. 40 for Yang & Zhang, Inc., d/b/a Lime Leaf Asian Bistro, located at 845 East 2nd Street.

Summary

An application has been received requesting a new restaurant liquor license No. 40 for Yang & Zhang, Inc., d/b/a Lime Leaf Asian Bistro, located at 845 East 2nd Street. The previous owner of Lime Leaf Asian Bistro relinquished the liquor license on September 16, 2018, making a new application necessary.

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).

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

September 13, 2018

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: John Henley, City Attorney *JH*
SUBJECT: Amending Section 5.08.320 Ordinance

Meeting Type & Date:

Regular Meeting
October 2, 2018

Action Type

Ordinance – First reading

Recommendation

That Council approve an Ordinance to Amend Casper Municipal Code Section 5.08.320 – Hours of sale of alcoholic liquors or malt beverages, uniform for each day of the week.

Summary

Section 5.08.320 of the Casper Municipal Code currently provides that hours of sale for alcoholic beverages are generally 6:00 a.m. to 2:00 a.m., but on Sundays the hours are curtailed to between 10:00 a.m. to 10:00 p.m. The Council wishes to make uniform the hours for selling, serving, or dispensing alcoholic liquors or malt beverages for all seven days of the week.

The proposed changes to Section 5.08.320 would expand the hours of sale of alcoholic beverages on Sundays to be consistent with the other days of the week – 6:00 a.m. to 2:00 a.m. regarding the selling, serving, or dispensing of alcoholic liquor or malt beverages.

Financial Considerations

The proposed Ordinance does not directly impact the City's budget, but an increase in calls for emergency services may be experienced.

Attachments

Ordinance

ORDINANCE NO. 18-18

AN ORDINANCE AMENDING SECTION 5.08.320 – HOURS OF SALE OF ALCOHOLIC BEVERAGES - OF THE CASPER MUNICIPAL CODE

WHEREAS, THE City Council of Casper, Wyoming, has determined that creating an exception for hours of sale for Sunday is unnecessary and incongruent; and,

WHEREAS, the City’s Ordinance regulating hours of sale of alcoholic beverages should be amended to provide for all seven days of the week to have uniform serving hours; and,

NOW, THEREFORE, be ordained by the governing body of the City of Casper, Wyoming: that Casper Code Section 5.08.320 Hours of sale generally – Exceptions – Designation of dates for unrestricted operation, is hereby amended as follows:

The fifth and sixth words, in line one, paragraph 1 “except Sunday,” are deleted;

The last word in paragraph “1,” “and,” is deleted.

Current paragraph “2” is deleted.

Current paragraph “B” shall be designated as paragraph “2”.

Current paragraph “C” shall be designated as paragraph “3”.

Current paragraph “C”, to be designated paragraph “3,” shall have the phrase at the end of that paragraph “on days other than Sunday, and beginning at ten a.m. on Sundays” deleted.

The Code Section 5.08.320 shall now read:

5.08.320 – Hours of sale generally – Exceptions – Designation of dates for unrestricted operation.

- A. All licensees except club licensees holding liquor licenses shall be controlled by the following schedule for operating hours:
 - 1. On all days, 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 the 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.

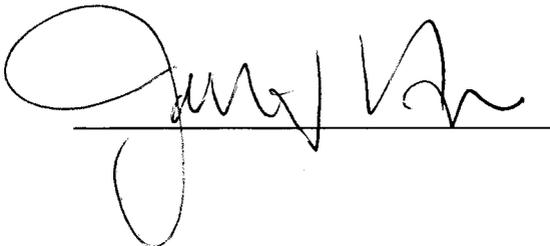
This Ordinance shall become effective on the 21st day following adoption of the Ordinance.

PASSED on 1st reading the ____ day of _____, 2018.

PASSED on 2nd reading the ____ day of _____, 2018.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the ____ day of _____, 2018.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

A Municipal Corporation

ATTEST:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

September 14, 2018

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

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

SUBJECT: Public Hearing for New Microbrewery Liquor License No. 5 for Gruner Brothers Brewing, d/b/a Gruner Brothers Brewing, Located at 1301 Wilkins Circle.

Meeting Type & Date
Regular Council Meeting
October 2, 2018

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, approve the application for a new microbrewery liquor license No. 5 for Gruner Brothers Brewing, d/b/a Gruner Brothers Brewing, located at 1301 Wilkins Circle.

Summary
An application has been received requesting a new microbrewery liquor license No. 5 for Gruner Brothers Brewing, d/b/a Gruner Brothers Brewing, located at 1301 Wilkins Circle. This brewery will be located in the old Casper Petroleum Club building, which was purchased by the applicants in February of 2017. The building has been undergoing extensive renovations since May of 2017. The area that holds the brewery is now finished. The restaurant area is tentatively scheduled to be finished in 3-8 months.

As required by Municipal Code 05.08.070, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City's website (www.casperwy.gov).

Financial Considerations
No Financial Considerations

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Copy of Application
Affidavit of Website Publication
Affidavit of Notice of Application

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY	
Customer #:	_____
Trf from:	_____
Reviewer:	Initials _____ Date _____
Agent:	_____ / _____ / _____
Chief:	_____ / _____ / _____

To be completed by City/County Clerk

Local License # 1160 Brew 15
 Date filed with clerk 09/06/2018
 Advertising Dates: (2 Weeks) 09/20/18 & 09/23/18
 Hearing Date 10/02/2018

License Fees: Annual Fee: \$ 500.00
 Prorated Fee: \$ 252.00
 Transfer Fee: \$ _____
 Publishing Fee: \$ _____

Publishing Fee Direct Billed to Applicant:

License Term: 10/03/2018 Through 03/31/2019
Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies. **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Gruner Brothers Brewing
 Trade/Business Name (dba): Gruner Brothers Brewing
 Building to be licensed/Building Address: 1301 Wilkins Circle
Number & Street
Casper Wyoming 82601 Natrona
City State Zip County
 Mailing Address: Same as above
Number & Street or P.O. Box
City State Zip
 Business Telephone Number: (307) 259-2323 Fax Number: (_____)
 E-Mail Address: ben@grunerbrewing.com
 Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
City of Casper - North Platte Industrial park - Lot #9, Lot #10, Lot #11, Lot #12 - Zoned C4 - Highway Business

FILING FOR <input checked="" type="checkbox"/> NEW LICENSE <input type="checkbox"/> TRANSFER OF LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP FORMERLY HELD BY: _____	FILING IN (CHOOSE ONLY ONE) <input checked="" type="checkbox"/> CITY OF: <u>Casper</u> <input type="checkbox"/> COUNTY OF: _____ <input type="checkbox"/> ASSIGNMENT LETTER ATTACHED	FILING AS (CHOOSE ONLY ONE) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LP/LLP <input type="checkbox"/> LLC <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> OTHER _____
---	--	--

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<input checked="" type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS <input type="checkbox"/> CONVENTION FACILITY <input type="checkbox"/> CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> GUEST RANCH <input type="checkbox"/> RESORT
---	--	---

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) (specify months of operation) from January to December
 SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Monday to Saturday
 NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 9 am to 2 am

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

- BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103 (a) (iii)
 - OWN** the licensed building? YES (own) NO
 - LEASE** the licensed building? (Lease must be through the term of the liquor license) YES (lease) NO

If Yes, please submit a copy of the lease and indicate

 - When the lease expires, located on page 2 paragraph 2 of lease.
 - Where the **Sales** provision for alcoholic or malt beverages is located, on page 11 paragraph 3 of lease. **(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)**

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) YES NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for? YES NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO

(d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103 (b) YES NO

If "YES", explain: _____

5. If applicant is filing as an **Individual, Partnership or Club**: W.S. 12-4-102 (a) (ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a **Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership**: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Benjamin J. Gruner						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Sonja L. Gruner						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Daron M. Gruner						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Charlotte M. Gruner						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Outstanding Shares						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) YES NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): _____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) YES NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) YES NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) YES NO
(Requires wholesaler license with the Liquor Division) Not initially We plan to eventually add a restaurant

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) YES NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

(a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A)

(a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(c):

(a) Do you have more than fifty (50) bona fide members? YES NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) YES NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

I, the undersigned, being in the employ of the City of Casper and responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and knowing the facts herein set forth do solemnly swear that:

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 09/19/2018 and ended on 10/03/2018 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mill Laatsch Date: 09/20/18

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

20th day of September, 2018

Heidi Hood



Provide to City of Casper Central Records

Gruner Brothers Brewing

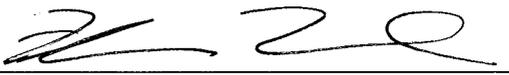
Notice is hereby given that on the 6th day of September, 2018, Gruner Brothers Brewing applied for a new Microbrewery Liquor License No. 5 in the office of the Clerk of the City of Casper, Wyoming for the following described place 1301 Wilkins Circle, and protests, if any there be, against the issuance of the license will be heard at the hour of 6 p.m., on the 2nd day of October, 2018 in the City Council Chambers at 200 North David.

Dated: 09/14/2018

AFFIDAVIT OF NOTICE OF APPLICATION POSTING

State of Wyoming)
County of Natrona)

I, the City Clerk, being in the employ of the City of Casper, through my office, responsible for the publishing and posting of notices for the Casper City Council's public hearings concerning liquor licensing, and know the facts herein set forth, do solemnly swear that notice of application for a new Microbrewery Liquor License and Public Hearing was posted on the 24th day of September, 2018, conspicuously upon the respective premises, shown by the application as the proposed place of sale.

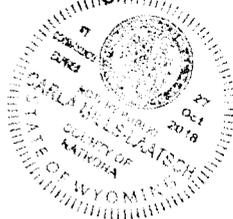
By: 
Fleur D. Tremel, City Clerk

Date: 9/20/18

Scribed in my presence and sworn before me on this

20th day of September, 2018

Carla Mills Laatsch



Provide to City of Casper Central Records

MICROBREWERY LIQUOR LICENSE NO. 5

NOTICE OF APPLICATION FOR A New Microbrewery Liquor License is hereby given that on the 6th day of September 2018, Gruner Brothers Brewing d/b/a Gruner Brothers Brewing filed an application for a New Microbrewery Liquor License, in the Office of the Clerk of the City of Casper, Wyoming for the following described building and premises to wit: 1301 Wilkins Circle protests, if any there be, against the issuance of such license (permit) will be heard at the hour of 6:00 p.m. the 2nd day of October 2018, in the Council Chambers of the City of Casper, Wyoming.

Dated: September 24th, 2018

Signed: 

City Clerk

ORDINANCE NO.16-18

AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS 1 THROUGH 8 INCLUSIVE, BLOCK 1 NORTH BURLINGTON ADDITION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described lots, commonly referred to as 143, 145, 159 and 169 West K Street, from zoning classification R-3 (One to Four Unit Residential) to R-5 (Mixed Residential); and,

WHEREAS, after a public hearing on July 19, 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 1 through 8 inclusive, Block 1, North Burlington Addition, are hereby rezoned from R-3 (One to Four Unit Residential) to R-5 (Mixed Residential).

SECTION 2:

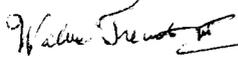
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 4th day of September, 2018.

PASSED on 2nd reading the 18th day of September, 2018.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

ORDINANCE NO.17-18

AN ORDINANCE REPEALING AND REPLACING SECTION 5.24.070 OF THE CASPER MUNICIPAL CODE PERTAINING TO THE GUEST REGISTRATION OF HOTELS, MOTELS AND ROOMINGHOUSES

WHEREAS, the City Council of Casper, Wyoming, has determined that hotels' and other lodging operations' guest registration information is helpful and necessary to address the City's public safety responsibilities; and,

WHEREAS, in a United States Supreme Court case titled City of L.A. v. Patel, 192 L.Ed.2d 435 (U.S. 2015), the Court ruled that municipal ordinances may permit law enforcement officers to request guest registration information, but cannot force a lodging operator to divulge guest registration information without such a request and an opportunity for pre-compliance review, which may require a warrant at the option of the lodging operator; and,

WHEREAS, the City's ordinance regulating lodging operations should be amended to comply with the Supreme Court's Ruling in City of L.A. v. Patel; and,

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

That Section 5.24.070 of Chapter 5.24 of the Casper Municipal Code is hereby repealed and replaced with the following:

5.24.070 Every person to whom a license is issued to conduct a hotel, motel, rooming house, lodging house (hereafter lodging operation) shall, at all times, keep a hotel register, which shall contain the names of all guests or persons renting or occupying rooms in such lodging operation and their vehicle information, which register shall be signed by the person renting a room or by someone under the person's direction. After the registration, the manager of the lodging operation, or the manager's agent, shall write the number of the room which such guest or person is to occupy, together with the time when such room is rented, all of which shall be done before such person and the party of such person are permitted to occupy such rooms. Any peace officer of the City or State may request the consent of the manager of the lodging operation, or the manager's agent to inspect the record or a part of it pertaining to specific names or vehicles as part of the Police and Sheriff's Departments' public safety responsibilities."

This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the 18th day of Sept., 2018

PASSED on 2nd reading the ___ day of ___, 2018

PASSED, APPROVED, AND ADOPTED on third and final reading the ____
day of ____, 2018

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

10/26/18

MEMO TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, Assistant to the City Manager

SUBJECT: Adopting Priorities for use of the Optional 1%#16 Sales Tax and Committing Sales Tax Funds to Said Priorities.

Meeting Type & Date:

Council Meeting
October 2, 2018

Action type:

Resolution

Recommendation

That Council, by resolution, authorize the allocation of one cent funding from 1% #16.

Summary

The Resolution before the City Council represents the commitment by the City to allocate 1%#16 funds if approved by the voters to the priorities which were identified in the surveys collected during Spring & Summer of 2018. The survey was part of an educational process for 1%#16 that was patterned after the process used in 2010 for 1%#14 and again in 2014 for 1%#15.

In 2010, the citizens asked that the City allocate funds to 4 main areas – Fire, Water, Police and Streets. In fact 74% of the estimated revenues were allocated to these four areas. The total amount allocated for City projects from 1%#14 was \$42,000,000 with \$31,090,000 in funding for the top priorities.

Likewise, in the 2014 survey the top four areas were Water, Fire, Streets and Police and the proposal was to allocate 68.3% or \$41,000,000 to these priorities.

This year the City followed the same education process which included surveying the citizenry. This cycle, Staff decided to use a research firm to conduct a written mailed survey in order to ensure a scientific sample. The results from this survey as well as the online City survey, and the public meeting live survey, all supported Fire, Streets, Police, and Water as the top four priorities.

Staff has estimated that the total funds to be collected in 1% #16 will be \$58,000,000. Of that staff is recommending that \$42,223,000 be spent on the top four priorities. This is roughly 73% of the estimated revenues.

The total estimated receipts from 1%#16 is \$58,000,000 with \$3,052,000 reserved for community projects. Those projects have been identified through a formal application process.

\$12,725,000 is proposed to be divided among the other priorities on the list (including some community project applicants which have been moved in the City's allocation) to include Senior Citizen Services, Parks/Playgrounds and Outdoor Sports Facilities, Platte River Trails Trust, River Restoration, Museums, Swimming and Recreation, Public Building Renovations at City Hall & Metro Animal Shelter, the Casper Housing Authority, and Public Transportation. The specific list of allocations in each area has been included in the Resolution.

Council reviewed the allocations at a work session on October 25, 2018 and asked that they be brought forward for formal consideration.

Financial Considerations

1%#16 will provide \$58,000,000 of general government funding to the City.

Oversight/Project Responsibility

Fleur Tremel, Assistant to the City Manager

Attachments

Resolution

RESOLUTION NO. 18-206

A RESOLUTION ADOPTING PRIORITIES FOR USE OF THE OPTIONAL 1%#16 SALES TAX AND COMMITTING SALES TAX FUNDS TO SAID PRIORITIES.

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

That the following projects and programs are to be funded by the Optional 1%#16 Sales Tax should the Optional 1%#16 Sales Tax be approved:

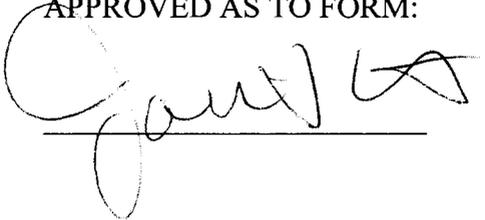
<u>Priority Item (based on Survey)</u>	<u>Amount</u>
1. Fire/EMS	\$3,160,000
• Fire Vehicle Replacement - \$1,850,000	
• Miscellaneous Equipment - \$1,310,000	
2. Street Repair	\$19,200,000
• Vehicle/Equipment Replacement - \$2,600,000 (\$650,000/yr)	
• Collectors, Arterials, and Residential Streets - \$15,400,000 (\$3,850,000/yr)	
• Poplar St - \$500,000	
• Center Street Underpass - \$500,000	
• Ash Street - \$200,000	
3. Police	\$7,363,000
• Vehicle/Equipment Replacement - \$3,368,000	
• Police Station Design - \$3,632,000	
4. Water and Sewer	\$12,500,000
• Water Main Replacement - \$10,000,000 (\$2,500,000/yr)	
• Sewer - \$2,000,000 (\$500,000/yr)	
• Storm Water Improvements - \$500,000 (125,000/yr)	
5. Parks, Playgrounds, Trails & Outdoor Sports Facilities	\$4,500,000
• Irrigation System Improvements - \$1,100,000	
• Playground Equipment/Amenities - \$900,000	
• Fleet Replacement - \$500,000	
• Trails - \$1,500,000	
• Golf equipment -\$500,000	
6. Community Projects – Varied	\$3,052,000
7. Casper Housing Authority	\$500,000
• Building Projects and Operations - \$500,000	

8. Swimming and Recreation	\$3,600,000
• Pool Liners - \$180,000	
• Recreation Center HVAC- \$230,000	
• Ice Arena Misc. Improvements - \$190,000	
• Swimming Fee Subsidy - \$1,300,000	
• Casper Events Center HVAC & Renovations -\$1,700,000	
9. River Restoration	\$1,500,000
• Misc. River Projects - \$1,500,000	
10. Museum And Arts	\$500,000
• Ft. Caspar Renovations - \$100,000	
• The Nic - \$400,000	
11. Public Transportation (CATC)	\$1,600,000
• CATC Operations and Subsidized Tokens - \$1,600,000	
12. Public Building Repairs	\$525,000
• City Hall Safety Renovations - \$450,000	
• Metro Shelter HVAC - \$75,000	
 TOTAL	 \$58,000,000

BE IT FURTHER RESOLVED: That should the voters of Natrona County approve the Optional One Percent Sales Tax, such monies received shall be set aside for the completion of said priority projects. Excess tax receipts and funds not utilized for recommended projects, if any, should be utilized for capital projects, perpetual care, and the opportunity fund, to be determined by the Casper City Council, after a public hearing.

PASSED, APPROVED AND ADOPTED this ___ day of October, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

09/20/18

MEMO TO: J. Carter Napier, City Manager 
FROM: Fleur Tremel, Assistant to the City Manager 
SUBJECT: Outside Agency Funding

Meeting Type & Date:
Council Meeting
October 2, 2018

Action type:
Resolution

Recommendation

That Council, by resolutions, approve contracts with Natrona County Health Department, Youth Crisis Center, Central Wyoming Senior Services, Casper Mountain Fire District, Children's Advocacy Project, Inc., Mercer Family Resource Center, and University of Wyoming Extension.

Summary

For FY19, an application was developed and sent to agencies who have received this City funding and four new agencies who requested an application. Fourteen funding requests were received for FY19 totaling \$1,038,066.53 in funding requests. The Council Finance Committee met and reviewed applications and staff reports. In an effort to support these important organizations and their services, while being cognizant of the City's budget, and in an effort to increase accountability, the Council Finance Committee and Staff made the following recommendations for FY19 outside agency funding:

1. Move agency and community promotions funding, with the exception of Casper Natrona County Health Department funding, from General Fund to Optional One Cent Fund. Rationale: This will reduce General Fund year over year expenses by \$325,179.85.
2. Do not fund Platte River Trails Trust request. Rationale: The Platte River Trails will continue to receive their one percent allocation.
3. Do not fund the six new requests/agencies that were not funded in FY18. Rationale: This will reduce overall the amount of City funds awarded to outside agencies.
4. Cancel Community Action Partnership and Poverty Resistance 1% contracts. Rationale: Community Action Partnership and Poverty Resistance receive City dollars to provide pass-through funding for an array of social services and food bank services for the City. As Council has directed Staff to obtain better funding data and control, canceling these contracts will allow City to have more accountability. City can handle these requests in-house as is already done with the various funding categories. This will open about \$242,245 of 1%#15 funding.

5. After the Community Action Partnership and Poverty Resistance contracts are cancelled, open a funding application process that the City oversees. Rationale: Using the \$242,245 of 1%#15 funding City staff can oversee a funding application process that will align with past Community Action Partnership & Poverty Resistance grants.

These recommendations have now been completed; the contracts before Council, are the historically funded groups, which were moved to the Optional One Cent Fund.

Financial Considerations

The contracts will have a reduced general fund impact of \$540,000 in FY 19 as compared to over \$800,000 in FY 18, and will have an impact of \$210,136.53 on the City's Optional 1% fund.

Oversight/Project Responsibility

Fleur Tremel, Assistant to the City Manager

Attachments

Seven (7) Outside Agency Contracts

Seven (7) Resolutions

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 2nd day of October 2018, 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. City of Casper-Natrona County Health Department ("Contractor").

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

RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its General Fund to assist with the provision of human services.

C. The City will budget Five Hundred Forty Thousand Dollars (\$540,000) for Casper-Natrona County Health Department to provide adult health services, environmental health services, disease prevention clinical services, maternal and child health services and administration of Casper-Natrona County Health Department.

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

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

1. SCOPE OF SERVICES:

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

A. Provide adult health program including medical case management of older adults; environmental health program including health inspections; maternal and child health program including prenatal and postnatal home visits; and disease prevention program including general

disease prevention for tuberculosis control, travel medicine, immunizations, family planning, and prevention and treatment of sexually-transmitted infections.

B. Provide administration of Casper-Natrona County Health Department.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 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 total sum of Five Hundred Forty Thousand Dollars (\$540,000). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

Payment will be made monthly 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.

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. FINANCIAL REPORTS:

Casper-Natrona County Health Department shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Casper-Natrona County Health Department shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Casper-Natrona County Health Department shall submit to the City Manager quarterly reports no later than December 31, 2018, March 31, 2019, and June 30, 2019, reflecting the

services provided, the number of persons served, and applicant information requested in the terms of this contract. The Quarterly Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Casper-Natrona County Health Department agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to program records and reports.

8. RETENTION OF RECORDS:

Casper-Natrona County Health Department shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

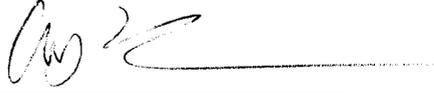
11. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
Casper-Natrona County Health Department

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES
IPART II - GENERAL TERMS AND CONDITIONS
PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this

project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the 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*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO.18-207

A RESOLUTION AUTHORIZING A CONTRACT WITH THE CASPER—NATRONA COUNTY HEALTH DEPARTMENT (PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Casper—Natrona County Health Department is a “Human Services Program” as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Five Hundred Forty Thousand Dollars (\$540,000) for fiscal year 2019 for Casper-Natrona County Health Department to provide adult health services, environmental health services, disease prevention clinical services, maternal and child health services and to administer the Casper-Natrona County Health Department; including to provide assistance as referenced in W.S. §35-1-613(a)(iv) and,

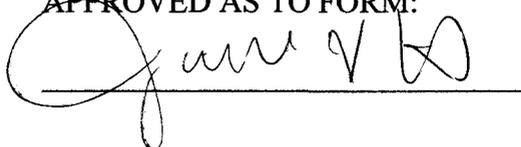
WHEREAS, The City desires to retain the program provider for such services.

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 with the Casper –Natrona County Health Department.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in an amount not to exceed a total sum of Five Hundred Forty Thousand Dollars (\$540,000).

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 2nd day of October, 2018, 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. Youth Crisis Center, 1656 East 12th Street, 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 authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its General Fund to assist with the provision of human services.

C. The City will budget Sixty Thousand Dollars (\$60,000) for Youth Crisis Center to provide shelter, food, transportation and/or counseling to at risk youth or youth in crisis.

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

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

1. SCOPE OF SERVICES:

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

Provide shelter, food, transportation and counseling services to a minimum of 450 youth, and endeavor to increase the number of youth who may be returned home.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 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 total sum of Sixty Thousand Dollars (\$60,000). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

Payment will be made quarterly 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.

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. FINANCIAL REPORTS:

Youth Crisis Center shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Youth Crisis Center shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Youth Crisis Center shall submit to the City Manager quarterly reports no later than December 31, 2018, March 30, 2019 and June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Quarterly Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Youth Crisis Center agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Youth Crisis Center shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum,

records shall be retained by the Youth Crisis Center for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

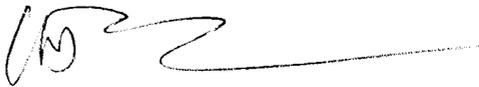
11. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
Youth Crisis Center

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the 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*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO.18-208

A RESOLUTION AUTHORIZING A CONTRACT WITH THE YOUTH CRISIS CENTER (PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Youth Crisis Center is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Sixty Thousand Dollars (\$60,000) for fiscal year 2019 for Youth Crisis Center to provide shelter, food, transportation and/or counseling to youth in need of the assistance defined in W.S. §35-1-614(b) as well as at risk youth, or youth in crisis; and,

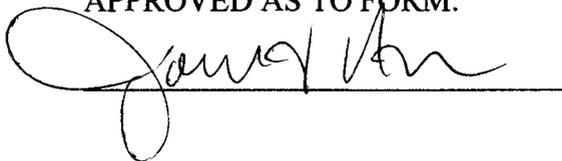
WHEREAS, The City desires to retain the Contractor for such services.

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 with the Youth Crisis Center Center.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Sixty Thousand Dollars (\$60,000).

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 2nd day of October, 2018, 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. Central Wyoming Senior Services, 1831 East 4th Street, 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 authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its General Fund to assist with the provision of human services.

C. The City owns the building located at 1831 East 4th Street and leases it to Central Wyoming Senior Services to provide services to senior citizens of the city, which includes a food service and meal program for its participants under an agreement between Contractor and the Wyoming Department of Health, Division on Aging.

D. The meals program requires professional oversight and direction in order to meet the nutritional requirements of the participants.

E. The City will budget Fifty-Five Thousand Dollars (\$55,000) for Central Wyoming Senior Services to provide meals for senior citizens.

F. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

Provide daily meal services for residents age 55 and older according to Contractor agreement with the Wyoming Department of Health, Division on Aging.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 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 total sum of Fifty-Five Thousand Dollars (\$55,000). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

Payment will be made quarterly 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.

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. FINANCIAL REPORTS:

Central Wyoming Senior Services shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Central Wyoming Senior Services shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Central Wyoming Senior Services shall submit to the City Manager quarterly reports no later than December 31, 2018, March 31, 2019, and June 30, 2019, reflecting the services provided, the number of persons served, and applicant information in the term of this contract. The Quarterly Report to be used for reporting is attached. The Quarterly Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Central Wyoming Senior Services agrees to give the City, or its designee, general access to all Contractor records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Central Wyoming Senior Services shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall be retained by the Central Wyoming Senior Services for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

11. 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

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.

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the 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*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO. 18-209

A RESOLUTION AUTHORIZING A CONTRACT WITH
THE CENTRAL WYOMING SENIOR SERVICES (A
PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Central Wyoming Senior Services is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City owns the building located at 1831 East 4th Street and leases it to Central Wyoming Senior Services to provide services to senior citizens of the city, which includes a food service and meal program for its participants under an agreement between Contractor and the Wyoming Department of Health, Division on Aging.

WHEREAS, the meals program requires professional oversight and direction in order to meet the nutritional requirements of the participants.

WHEREAS, the City will budget Fifty-Five Thousand Dollars (\$55,000) for Central Wyoming Senior Services to provide meals for senior citizens for fiscal year 2019; and,

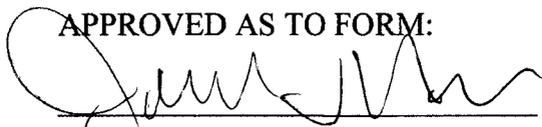
WHEREAS, the City desires to retain the "program provider" for such services.

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 with the Central Wyoming Senior Services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts not to exceed a total sum of Fifty-Five Thousand Dollars (\$55,000), over the term of the agreement.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____,
2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 2nd day of October, 2018, 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. Casper Mountain Fire District, 1000 Lemmers Road, Casper, Wyoming 82601-9709 ("Contractor").

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

RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its General Fund to assist with the provision of fire protection services for City-owned land on Casper Mountain.

C. The City will budget Seven Thousand Five Hundred Dollars (\$7,500) for Casper Mountain Fire District to provide fire protection services for City-owned land on Casper Mountain.

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

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

1. SCOPE OF SERVICES:

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

Provide fire protection services for City-owned land on Casper Mountain.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 2019.

Template 3/7/18

Contractor's Name: Casper Mountain Fire District

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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 total sum of Seven Thousand Five Hundred Dollars (\$7,500). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

Payment will be made quarterly 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.

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. FINANCIAL REPORTS:

Casper Mountain Fire District shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Casper Mountain Fire District shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Casper Mountain Fire District shall submit to the City Manager quarterly reports no later than December 31, 2018, March 31, 2019, and June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Quarterly Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Casper Mountain Fire District agrees to give the City, or its designee, general access to all Contractor records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Casper Mountain Fire District shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall be retained by the Casper Fire District for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

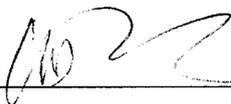
11. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
Casper Mountain Fire District

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the 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*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO.18-210

A RESOLUTION AUTHORIZING A CONTRACT WITH THE CASPER MOUNTAIN FIRE DISTRICT (PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Seven Thousand Five Hundred Dollars (\$7,500) for fiscal year 2019 for Casper Mountain Fire District to provide fire protection services for City-owned land on Casper Mountain; and,

WHEREAS, The City desires to retain the program provider for such 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 with the Casper Mountain Fire District.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Seven Thousand Five Hundred Dollars (\$7,500).

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 2nd day of October, 2018, 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. Children's Advocacy Project, Inc. ("Contractor").

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

RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its General Fund to assist with the provision of human services.

C. The City will budget Forty Thousand Dollars (\$40,000) for Children's Advocacy Project, Inc. to provide administration of a community response to child maltreatment.

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

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

1. SCOPE OF SERVICES:

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

Provide administration of a community response to child maltreatment.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 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 Forty Thousand Dollars (\$40,000). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

Payment will be made quarterly 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.

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. FINANCIAL REPORTS:

Children's Advocacy Project, Inc. shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Children's Advocacy Project, Inc. shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Children's Advocacy Project, Inc. shall submit to the City Manager quarterly reports no later than December 31, 2018, March 30, 2019, and June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Quarterly Report to be used for reporting is attached.

7. ACCESS TO RECORDS:

Children's Advocacy Project, Inc. agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to program records and reports.

8. RETENTION OF RECORDS:

Children’s Advocacy Project, Inc. shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

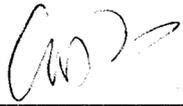
11. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City’s and the Contractor’s authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM



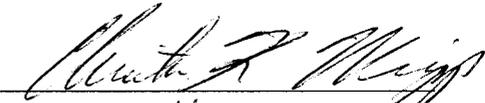
ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

By: 
Printed Name: Christa K Wiggs
Title: Assistant City Clerk

CONTRACTOR
Children's Advocacy Project, Inc.

By: 
Printed Name: Stacy M Nelson
Title: Executive Director

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the 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*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO. 18-211

A RESOLUTION AUTHORIZING A CONTRACT WITH THE CHILDREN'S ADVOCACY PROJECT, INC. (PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Children's Advocacy Project, Inc. is a "Human Services Program" as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Forty Thousand Dollars (\$40,000) for fiscal year 2019 for Children's Advocacy Project, Inc. to provide administration of a community response to child maltreatment program; and,

WHEREAS, The City desires to retain the program provider for such 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 with the Children's Advocacy Project, Inc.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Forty Thousand Dollars (\$40,000).

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 2nd day of October, 2018, 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. Mercer Family Resource Center ("Contractor").

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

RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its General Fund to assist with the provision of human services.

C. The City will budget Twenty-Two Thousand Five Hundred Dollars (\$22,500) for Mercer Family Resource Center to provide opportunities for youth of the city to develop their leadership and community activism skills through the Youth Empowerment Council program.

D. The program requires professional services for administration of the Youth Empowerment Council program.

E. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

Administer the Youth Empowerment Council program in Casper.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 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 Twenty-Two Thousand Five Hundred Dollars (\$22,500). Funding will be contingent on budget availability.

4. METHOD OF PAYMENT:

Payment will be made quarterly 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.

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. FINANCIAL REPORTS:

Mercer Family Resource Center shall keep and maintain proper records reflecting all revenues and expenditures and shall make annual financial reports. Mercer Family Resource Center shall provide City with a copy of the annual report and audit, if applicable, by June 30, 2019.

6. PROGRAM REPORTS:

Mercer Family Resource Center shall submit to the City Manager quarterly reports no later than December 31, 2018, March 30, 2019, and June 30, 2019, reflecting the services provided, the number of persons served, and applicant information requested in the terms of this contract. The Quarterly Report to be used is attached.

7. ACCESS TO RECORDS:

Mercer Family Resource Center agrees to give the City, or its designee, general access to all records in connection with this Contract, except as provided by law, including, but not limited to, program records and reports.

8. RETENTION OF RECORDS:

Mercer Family Resource Center shall establish and maintain sufficient records to enable the City to determine whether the Contractor has met the requirements of this Contract. At a minimum, records shall be retained by the Contractor for a period of not less than three (3) years. A copy of said records shall be submitted to the City at the time of request for payments.

9. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

10. SEVERABILITY:

The parties intend that the provisions of this Contract are severable. Should a Court of competent jurisdiction hereof declare any portion invalid, such declaration shall not affect the remaining provisions.

11. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM



A handwritten signature in black ink, appearing to be 'AW', is written over a horizontal line.

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
Mercer Family Resource Center

By: *Christa K. Wiggs*
Printed Name: Christa K. Wiggs
Title: Assistant City Clerk

By: *Cori Cosner-Burton*
Printed Name: Cori Cosner-Burton
Title: Executive Director

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the 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*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment

of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. *Option 2:* Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.* However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO. 18-212

A RESOLUTION AUTHORIZING A CONTRACT WITH
THE MERCER FAMILY RESOURCE CENTER
(PROGRAM PROVIDER).

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction pursuant to Wyoming Statutes §15-1-111(a)(i) and §35-1-614(b); and,

WHEREAS, the Mercer Family Resource Center is a “Human Services Program” as defined in W.S. §35-1-613(a)(iv); and,

WHEREAS, the City has allocated a portion of its funds to assist with the provision of human services; and,

WHEREAS, the City will budget Twenty-Two Thousand Five Hundred Dollars (\$22,500) for fiscal year 2019 for Mercer Family Resource Center to provide funding for administration of the Youth Empowerment Council program, a human services program as defined in W.S. §35-1-614(b); and,

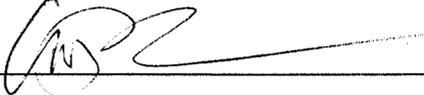
WHEREAS, The City desires to retain the program provider for such services.

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 with the Mercer Family Resource Center.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, those amounts in total not to exceed a total sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500).

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART I – AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 2nd day of October, 2018, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. The University of Wyoming Cooperative Extension Service, 2011 Fairgrounds Road, Casper, Wyoming 82604 (“Contractor”).

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

RECITALS

- A. The City is undertaking a project to benefit the citizens and City staff on horticulture/floriculture/urban forestry/turf management.
- B. The project requires professional services for public educational programs and outreach programs.
- 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;

1. SCOPE OF SERVICES:

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

- a. Employ an Extension Professional whose primary place of employment shall be 2011 Fairgrounds Road, Casper, Wyoming. The Extension Professional shall be able to demonstrate a high proficiency in regard to horticulture/floriculture/urban forestry/turf management and the execution of public educational programs and public outreach programs. The Extension Professional Shall:
 - i. Field queries and provide expert advice to citizens and property owners within Natrona County relative to horticulture, arboriculture, and related fields. The

fielding of queries may involve investigation, research, and site visits, as appropriate.

- ii. Create, execute, and manage public outreach programs that will promote and enhance positive behaviors such as gardening, planting, volunteerism, and public beautification, with an emphasis on activities that will achieve enhanced beautification, food production, flood control, fire control, pest control, biodiversity, water and soil conservation, and environmental protection for the residents and property owners of Natrona County.
- iii. Provide general assistance to the City Parks Manager, at his or her request, on matters related to horticulture, arboriculture, landscaping, and public outreach or public education.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 2019. Contract may be terminated by either party upon thirty (30) days written notice to the other party. In the event this Contract is terminated, the Contractor will return unused funds contributed by the City.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty-Five Thousand One Hundred Thirty-Six Dollars (\$25,136).

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 quarterly 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.

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.

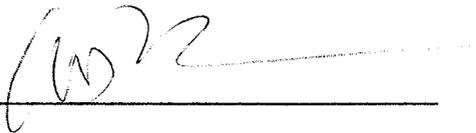
6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representation, or agreements, either written or oral. The Contract maybe amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMNG
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS:

CONTRACTOR:
University of Wyoming Cooperative
Extension Service

By: _____

By: _____

Printed Name: _____

Printed Name; _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and

all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Hundred Fifty

Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained

by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this contract, the 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*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. *Option 1:* Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

b. *Option 2*: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work* and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

E. Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence of the Contractor and any subcontractor thereof.

12. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create

such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

RESOLUTION NO. 18-213

A RESOLUTION AUTHORIZING A CONTRACT WITH
THE UNIVERSITY OF WYOMING COOPERATIVE
EXTENSION SERVICE (PROGRAM PROVIDER).

WHEREAS, the City is undertaking a project to serve a public purpose to benefit the community of Casper and to advertise the resources of Casper, and encourage exhibits of resources and produce at the weekly expositions during the midsummer to early autumn in Casper and to educate and assist in horticulture/floriculture/urban forestry/turf management for the fiscal year 2019; and,

WHEREAS, the project requires professional services for public educational programs and outreach programs; and,

WHEREAS, the University of Wyoming Cooperative Extension Service Program provider represents that she is ready, willing, and able to provide the professional services to City to provide the project as referenced above and as required by this Contract; and,

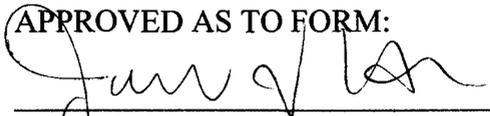
WHEREAS, The City desires to retain the program provider for such services.

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 with the University of Wyoming, Cooperative Extension Agreement for the purpose stated herein; and.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments quarterly, throughout the term of the agreement, in an amount not to exceed a total of Twenty-Five Thousand One Hundred Thirty-Six Dollars (\$25,136).

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

September 10, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 1 with Treto Construction, LLC, for a time extension of seventy-three (73) days, for the Begonia Lift Station Upgrades, Project No. 14-08.

Meeting Type & Date

Regular Council Meeting
October 2, 2018

Action type

Resolution

Recommendation

Treto Construction, LLC is under contract for upgrades to Begonia Lift Station sanitary sewer pumping facility. This project includes upsizing of pumps to increase velocity in the force main; cleaning of the force main to remove fats, oils and grease (FOG); addition of clean-outs in the force main for ease of future cleaning; addition of a new valve vault for easier maintenance and redundancy; addition of a new wet well cleaning system to reduce FOG in the wet well; replacement of the failing discharge manhole at the end of the force main pipe; and minor modifications to the wet well, electrical system, and float controls for a modernized pump station. Construction of the improvements was to be complete by August 31, 2018.

Change Order No. 1 is due to a long ordering and shipping process for the new pumps, which are supplied by the City of Casper on this project. The pumps did not arrive for seventy-three (73) days beyond the date of the Notice to Proceed.

Change Order No. 1 will change the Substantial Completion deadline from August 17, 2018, to October 29, 2018, and the Final Completion deadline from August 31, 2018, to November 12, 2018.

Financial Considerations

Funding for the project is from revenues from Sewer Fund Reserves.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department

Attachments

Resolution

Change Order No. 1 Form

Contractor's Change Order Proposal

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: Begonia Lift Station Upgrades
Project No. 14-08

DATE OF ISSUANCE: September 10, 2018

OWNER: City of Casper, Wyoming

CONTRACTOR: Treto Construction, LLC

ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description: Time Extension Only – due to late arrive of lift station pumps supplied by City.

Attachments: Memo & Contractor’s Proposal Letter

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>155,325.00</u>	Original Contract Time: (days or date) <u>Substantial completion: August 17, 2018</u> <u>Final completion: August 31, 2018</u>
Previous Change Orders No. ___ to ___ \$ <u>00.00</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>155,325.00</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: August 17, 2018</u> <u>Final completion: August 31, 2018</u>
Net Increase/Decrease of this Change Order: \$ <u>0.00</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 73 --</u>
Contract Price with all approved Change Orders: \$ <u>155,325.00</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: October 29, 2018</u> <u>Final completion: November 12, 2018</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:  BY:  BY: _____
Contractor Engineer Owner

Treto Construction, LLC

P.O. Box 50610
Casper, WY 82609
P: 307-237-8836, F: 307-237-0875
• cristinatreto@aol.com

City Of Casper
200 N. David St.
Casper, Wyoming 82601

August 24, 2018

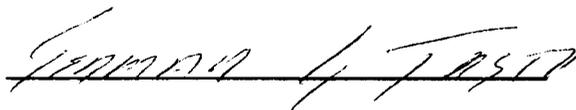
Re: 2018 Begonia Lift Station Upgrades

Dear Mr. Scott Baxter

Treto Construction, LLC would like to request a time extension on the reference project. As you are aware, the project was scheduled to be completed by August 31, 2018. The City of Casper had ordered draining pumps and the arrival date was delayed.

We are asking for a 73 calendar day extension. Leaving the completion date to November 12, 2018

Thank you for your time and consideration on this matter. Any question please contact Gustavo at 307-797-4767



Gustavo Treto
Managing member
Treto Construction, LLC

RESOLUTION NO.18-214

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR A TIME EXTENSION OF SEVENTY-THREE (73) DAYS FOR THE BEGONIA LIFT STATION UPGRADES, PROJECT NO. 14-08.

WHEREAS, the City of Casper desires to extend the contract time for the Begonia Lift Station Upgrades, Project No. 14-08; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services, specified as Change Order No. 1 to the agreement for a time extension of seventy-three (73) days for the Begonia Lift Station Upgrades, Project No. 14-08, and further described therein.

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, for a time extension of seventy-three (73) days for the Begonia Lift Station Upgrades, Project No. 14-08, for those services.

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 price not to exceed One Hundred Fifty-Five Thousand Three Hundred Twenty-Five Dollars (\$155,325).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

September 10, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Timothy Cortez, Parks and Recreation Director
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 1 with Wyoming Office Deliveries, Inc., for a time extension of one hundred twenty-four (124) days, for the Casper Events Center 2018 Seating Replacement, Project No. 17-077.

Meeting Type & Date

Regular Council Meeting
October 2, 2018

Action type

Resolution

Recommendation

Wyoming Office Deliveries, Inc. is under contract for a seating replacement project to improve accessibility, security and quality for users of the facility. This new project will correct seat widths and leg room, while maintaining the use of armrest cup-holders. Wyoming Office Deliveries, Inc., is preparing to install seats supplied by Telescopic Seating Systems, LLC, an expert company in stadium, arena and theater seating applications, based in Grand Rapids, Michigan.

Change Order No. 1 is due to issues with production of the steel casting parts of the new seats. These parts are all made in China where production has been delayed by approximately six (6) weeks. This delay was beyond the control on the contractor. This delay, coupled with the resulting slower production rates afterward and the need to fit into the Casper Events Center's aggressive fall events schedule, results in the need for an additional one hundred twenty-four (124) days of contract time.

Change Order No. 1 will change the Substantial Completion deadline from August 10, 2018 to December 12, 2018, and the Final Completion deadline from August 25, 2018 to December 27, 2018.

Financial Considerations

Funding for the project is from County-wide Consensus Grant funds allocated to Casper Events Center Projects. No additional funds are associated with Change Order No. 1.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department

Attachments

Resolution

Change Order No. 1 Form

Contractor's Change Order Proposal

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: Casper Events Center 2018 Seating Replacement DATE OF ISSUANCE: September 10, 2018
Project No. 17-077

OWNER: City of Casper, Wyoming

CONTRACTOR: Wyoming Office Deliveries, Inc.

ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description: Time Extension Only – due to production issues with overseas steel manufacturing plant.

Attachments: Memo & Contractor's Proposal Letter

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>571,831.00</u>	Original Contract Time: (days or date) <u>Substantial completion: August 10, 2018</u> <u>Final completion: August 25, 2018</u>
Previous Change Orders No. <u>---</u> to <u>---</u> \$ <u>00.00</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>571,831.00</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: August 10, 2018</u> <u>Final completion: August 25, 2018</u>
Net Increase/ Decrease of this Change Order: \$ <u>0.00</u>	Net Increase/ Decrease of this Change Order: (days) <u>-- 124 --</u>
Contract Price with all approved Change Orders: \$ <u>571,831.00</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: December 12, 2018</u> <u>Final completion: December 27, 2018</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 
Contractor

BY: 
Engineer

BY: _____
Owner



328 W. Yellowstone, Casper, WY 82601
PO Box 1201, Casper, WY 82602
Phone: 307-472-7367
Fax: 307-472-7368

September 10, 2018

Mr. Scott Baxter
City of Casper
200 N. David St.
Casper, WY 82601

RE: 2018 Casper Events Center Seating Replacement, Project 17-077 – Time Extension CO Request

Mr. Baxter,

This letter change order requested has been provided with proof of the delay on the 2018 Casper Events Center Seating Replacement, Project 17-077.

Telescopic Seating Systems, LLC is the company in charge of manufacturing the products for the above referenced project. Fred Jacobs, Telescopic Seating Systems Managing Director was notified on June 27, 2018 by the Environmental Protection Supervision Group, Banqiao Town Government that one of their foundries was shut down due to not meeting standards. Until recertification could take place the company was to remain shut down (see attached letter). Due to this shut down the company was unable to produce the castings needed for this job, which has resulted in the delays for this project.

Below is the schedule that has been given to us for material delivery:

- Delivery of pedestals and beams will occur 10/15/18 (right after the band competition).
- Beginning the week of 10/22/18 one container (1000 chairs) will be delivered weekly for the chairs to be mounted on the beams. The last container will be delivered no later than 11/12/18.

Installation on sections 108 thru 115 will be completed by 11/8/2018. Substantial Completion will be reached by 12/12/2018 and Final Completion (including punch list) by 12/27/2018.

We are requesting a change order to extend the completion deadlines by 124 days.

Sincerely,

Bunky Loucks

Owner/President

Wyoming Office Products & Interiors

RESOLUTION NO.18-215

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH WYOMING OFFICE DELIVERIES, INC., FOR A TIME EXTENSION OF ONE HUNDRED TWENTY-FOUR (124) DAYS FOR THE CASPER EVENTS CENTER 2018 SEATING REPLACEMENT, PROJECT NO. 17-077.

WHEREAS, the City of Casper desires to extend the contract time for the Casper Events Center 2018 Seating Replacement, Project No. 17-077; and,

WHEREAS, Wyoming Office Deliveries, Inc., is able and willing to provide those services, specified as Change Order No. 1 to the agreement for a time extension of one hundred twenty-four (124) days for the Casper Events Center 2018 Seating Replacement, Project No. 17-077, and further described therein.

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 Wyoming Office Deliveries, Inc., for a time extension of one hundred twenty-four (124) days for the Casper Events Center 2018 Seating Replacement, Project No. 17-077, for those services.

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 price not to exceed Five Hundred Seventy-One Thousand Eight Hundred Thirty-One Dollars (\$571,831).

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

Ray Pacheco
Mayor

September 18, 2018

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water Service with Fullspeed Service, LLC

Meeting Type & Date

Regular Council Meeting
October 2, 2018

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Contract for Outside-City Sewer Service with Fullspeed Service, LLC.

Summary

Fullspeed Subdivision is located north of the City adjacent to North Poplar Street between Amoco Road and the Wardwell I-25 Interchange. This property is not contiguous to Casper City limits, but is within the Casper growth boundary on the east side of Interstate - 25.

The subdivision is composed of six tracts of land. This contract provides for outside-City retail water service.

Fullspeed Service, LLC has permission from the Central Wyoming Regional Water System (RWS) to connect two eight-inch main stubouts to the RWS sixteen-inch water transmission line on North Poplar Street. After construction is complete, the City would own, operate, and maintain the water distribution system for Fullspeed Subdivision. There is currently no central sewer economically available to Fullspeed Subdivision. Until sewer service becomes available, the lots will be on septic systems.

The contract requires the owner to participate in future sanitary sewer, storm sewer, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements at the request of the City.

The Public Utilities Advisory Board has conceptually approved the contract and has recommended Council approval.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution

Agreement

Commitment to Annex

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this ____ day of _____, 2018, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Fullspeed Service, LLC, P.O. Box 2838, Cody, Wyoming 82414; hereinafter referred to as "Owner."

RECITALS

- A. Owner is the owner of certain land as described in Exhibit "A", Fullspeed Subdivision, being a portion of the SE1/4 NE1/4, Section 29, Township 34 North, Range 79 West of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to obtain water service from City for such property as described in Exhibit "A"; the Fullspeed Subdivision (the "Subdivision"); and,
- C. Owner can extend eight-inch (8-inch) water mains to his property by connection into the Central Wyoming Regional Water System sixteen-inch (16-inch) water transmission line in the North Poplar Street right-of-way; and,
- D. The Central Wyoming Regional Water System has authorized two (2) eight-inch (8-inch) connections into its transmission line for the Fullspeed Subdivision; and,
- E. Sanitary sewer service is not currently economically available to the Owner's property; and,
- F. Owner and City have agreed to such outside-city water service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service

- a. The property served shall be limited to that described in Exhibit "A", being the Fullspeed Subdivision. No other properties shall be served without the express permission of the City Council of the City of Casper.
- b. Owner can extend two (2) eight-inch (8-inch) water mains to his property by connection into the Central Wyoming Regional Water System sixteen-inch (16-inch) water transmission line in the North Poplar Street right-of-way.
- c. Owner shall be allotted up to twelve (12) new water service connections for the Subdivision.

- d. Main water lines, water service lines, fire hydrants and other appurtenances shall be constructed in an orderly sequence, as the Subdivision is developed and built out and upon. Streets shall not be paved until all water lines including water service lines are in place and the ditches thereof properly backfilled and compacted, in accordance with the City's requirements.
- e. The Owner shall construct the necessary water lines up to and through the Subdivision pursuant to the requirements of the Casper Municipal Code. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water line sizes shall be as determined by the City.
- f. All necessary water line easements or rights-of-way, on the Subdivision plat or in forms acceptable to the City, up to and through the Subdivision, shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, fire hydrants and other appurtenances. Minimum twenty foot (20-foot) wide easement widths shall be provided.
- g. All water system improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the water and sewer improvements have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- h. The Owner shall maintain, repair, and replace, if necessary, all the water system improvements for a period of eighteen (18) months from the date stated in a Letter of Completion issued by the City under the Casper Municipal Code. This obligation includes maintenance, repair, or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing as provided in the Casper Municipal Code and thereafter own, operate, and maintain said water system. In the event the Owner fails to maintain, repair, or replace said improvements during the warranty period, City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City of the water system does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- i. Sewer service is currently not economically available to the Owner's property. In accordance to the "Agreement For Construction, Operation, and Cost Allocation For a Regional Wastewater System for the Mills-Casper-Evansville Area Including Amendments No. 1, 2, and 3" (hereinafter referred to as "Interagency Agreement") the Owner may be granted a temporary exception to the Facilities Plan in accordance to Section 3.6 of the "Interagency Agreement" allowing the use of septic tanks/leach fields for sewer service if authorized by the Regional

Wastewater System Management Oversight Committee. All provisions of Section 3.6 of the “Interagency Agreement” must be adhered to by the Owner. This Agreement is not contingent on approval of the temporary exception to the Facilities Plan.

2. Right of Inspection

- a. The City shall have the right to inspect all water system construction. All water system construction must meet City requirements. Before connection of the water services to any building, all work must be accepted and approved by the City.
- b. Curb boxes shall be left at the property line of each lot and the Owner shall protect, during the subsequent course of developing the Subdivision, valve boxes and curb boxes from, and the Owner shall be wholly responsible for the repair and replacement to the City’s satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City’s staff, shall be obtained and installed by and at the Owner’s sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. Owner will pay to the City the then-current outside-City system investment charge for each connection (lot) to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City.
- c. The charge for water service provided shall be at the City’s existing rate as the same shall apply from time to time for all retail outside-City water service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water service.

4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.

- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited to, all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

5. Record Drawings

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

6. Construction Term

The Owner shall be allowed two (2) years from the time of consummation of this Agreement to complete the water service line construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

7. Security/Annexation

- a. Owner shall comply with all Casper Municipal Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to, the financial surety and security for the water system construction and the warranty period.
- b. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The

Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within one (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

8. Future Improvements

- a. The Owner agrees to participate in future water system improvements, sanitary sewer system improvements, stormwater system improvements, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements within Fullspeed Subdivision and on the North Poplar Street frontage of Fullspeed Subdivision at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, stormwater, sidewalk, street lighting, or other municipal improvement design and construction within Fullspeed Subdivision and on the North Poplar Street frontage of Fullspeed Subdivision shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

9. Discontinuance of Utility Services/Remedies

- a. In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this Agreement in an expeditious manner, the City may, at its option, do any or all of the following:
 - i. Request Natrona County to refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.
 - ii. After written notice to the Owner of any public improvements which have not been completed or properly completed, and upon Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the water system improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.
 - iii. Refuse to connect or to otherwise disconnect water services to any building in the Subdivision.
- b. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- c. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

10. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property and set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info
David Richards
Fullspeed Service, LLC
P.O. Box 2838
Cody, WY 82414

City of Casper
Attn: Public Services Director
200 North David
Casper, WY 82601

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable Casper Municipal Code provisions shall apply for the life of the permit or under an extension that is approved by the City Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Municipal Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

[The rest of this page is intentionally left blank.]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walter Tremel #1

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS:

OWNER:

Fullspeed Service, LLC
P.O. Box 2838
Cody, Wyoming 82414

Garrison R. Brown

David Richards
David Richards
Vice President

The undersigned mortgagee for Fullspeed Service, LLC, hereby agrees to, consents, and ratifies this agreement.

Date

N/A
MORTGAGEE

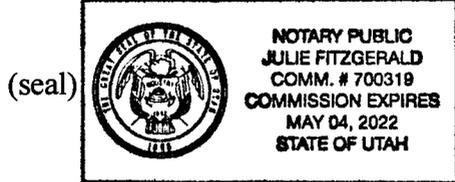
By: _____

Printed Name: _____

Title: _____

STATE OF ^{UTAH} WYOMING)
) ss.
COUNTY OF WASATCH)

This instrument was acknowledged before me David Richards as Vice President of Fullspeed Service, LLC, this 13th day of September, 2018.



Julie Fitzgerald
NOTARY PUBLIC

My commission expires: May 4, 2022

STATE OF _____)
) ss.
COUNTY OF _____)

N/A

This instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of _____ the Mortgagee.

(seal) _____ NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this _____ day of _____, 2018, by Ray Pacheco as the Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

(seal) _____ NOTARY PUBLIC

My commission expires: _____

FINAL PLAT OF
"FULLSPEED SUBDIVISION"
 A REPLAT AND SUBDIVISION OF
 FULLSPEED SIMPLE SUBDIVISION
 AND BEING A PORTION OF
 THE SE1/4NE1/4, SECTION 29
 TOWNSHIP 34 NORTH, RANGE 79 WEST
 SIXTH PRINCIPAL MERIDIAN
 NATRONA COUNTY, WYOMING

CERTIFICATE OF DEDICATION
 FULLSPEED SERVICE, LLC, hereby certify that they are the owners and proprietors of the foregoing replat and subdivision of Fullspeed Simple Subdivision, located in and being a portion of the SE1/4NE1/4, Section 29, Township 34 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and also the northeasterly corner of said SE1/4NE1/4, Section 29; thence from said Point of Beginning and along the easterly line of said Parcel and SE1/4NE1/4, Section 29, S.0°37'02"E., 1294.00 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel and parallel to the southerly line of said SE1/4NE1/4, Section 29 as measured 20 feet northerly and perpendicular therefrom, S.89°44'45"W., 1257.21 feet to the southwesterly corner of said Parcel and a point in and intersection with the easterly line of North Poplar Street, N.6°44'39"E., 1304.93 feet to the northeasterly corner of said Parcel and a point in and intersection with the northerly line of said SE1/4NE1/4, Section 29; thence along the northerly line of said Parcel and SE1/4NE1/4, Section 29, N.89°48'38"E., 1090.02 feet to the Point of Beginning and containing 34.88 acres, more or less.

The replat and subdivision of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors; the name of said subdivision shall be known as "FULLSPEED SUBDIVISION" and all streets and Public Access Easements as shown hereon are hereby dedicated to the public and utility easements as shown hereon are hereby reserved for the purposes of access, construction, operation and maintenance of utility lines, conduits, ditches and drainage.

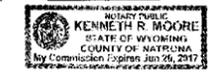
FULLSPEED SERVICE, LLC
 P.O. Box 2838
 Cody, Wyoming 82414

Joseph Card
 JOSEPH CARD, MANAGING MEMBER OF FULLSPEED SERVICE, LLC

ACKNOWLEDGMENT

State of Wyoming) ss
 County of Natrona) ss
 The foregoing instrument was acknowledged before me by Joseph Card, Managing Member of Fullspeed Service, LLC on this 15th day of JUNE, 2016.

Witness my hand and official seal.
 My commission expires: JUNE 17, 2017



APPROVALS

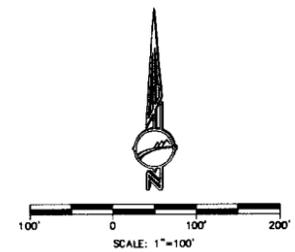
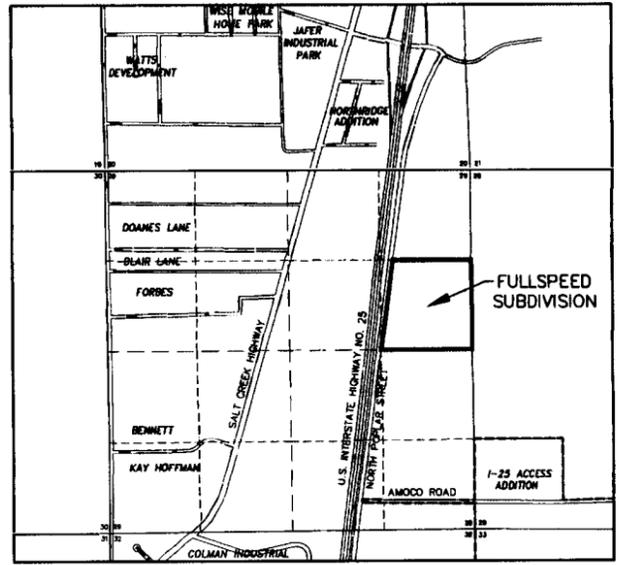
APPROVED: Board of County Commissioners of Natrona County, Wyoming by Resolution passed this 15th day of June, 2016.
 Attest: *Renee Vito* County Clerk

APPROVED: City Council of the City of Casper, Wyoming by Resolution No. 16-185 duly passed, adopted and approved on the 15th day of June, 2016.
 Attest: *Tracey A. Kellner* City Clerk

INSPECTED AND APPROVED on the 15th day of June, 2016.
James Anderson City Planner

INSPECTED AND APPROVED on the 15th day of June, 2016.
William R. Schrage County Surveyor

INSPECTED AND APPROVED on the 15th day of June, 2016.
Kelly Anderson - Dr. Mark Danell County Health Department



PLAT CLOSURE RATIO; EXCEEDS 1:100,000

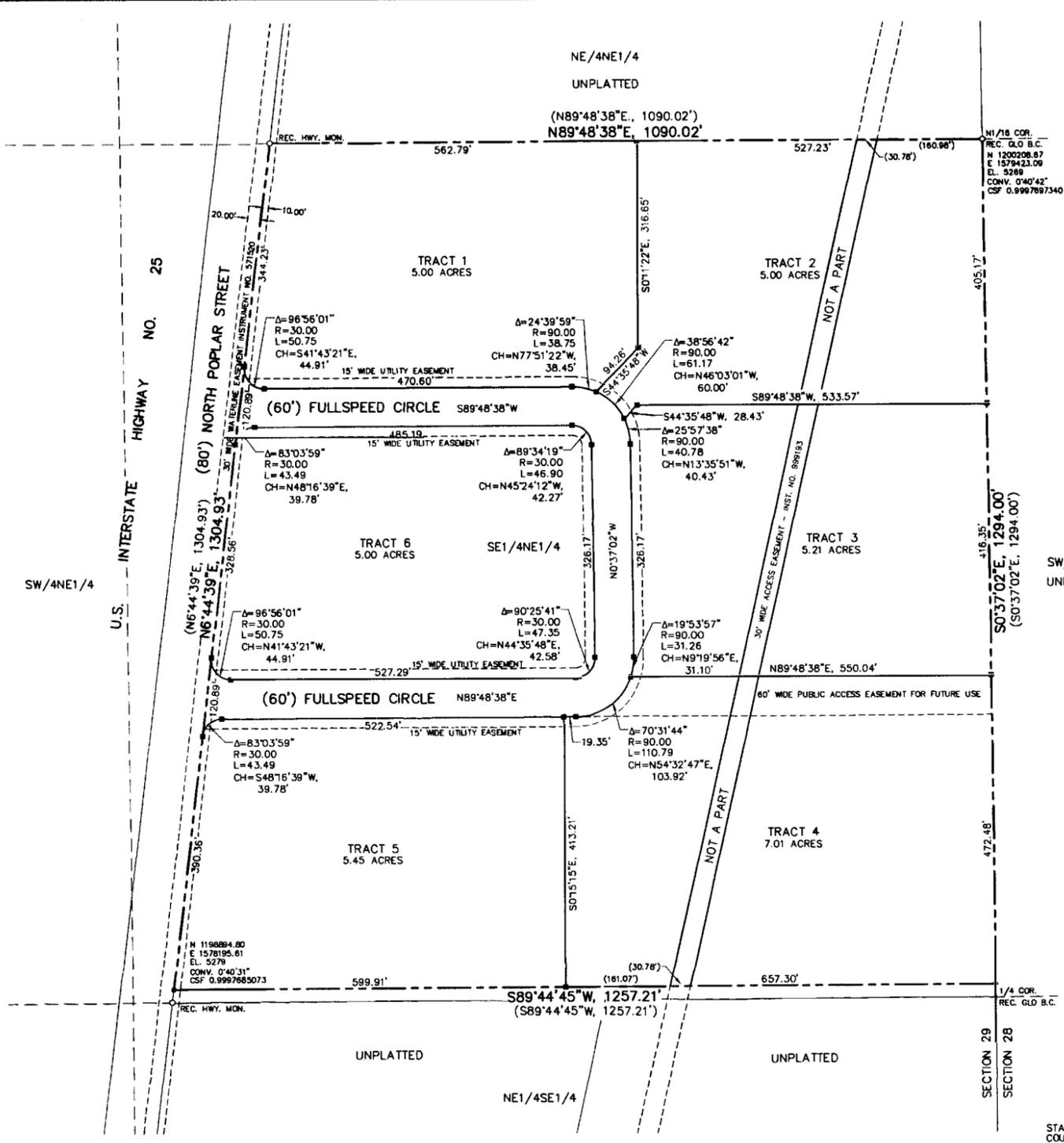
DATUM:
 GROUND DISTANCE - U.S. SURVEY FOOT
 BASIS OF BEARING - GEODETIC BASED ON GPS
 COORDINATES REFER TO CITY OF CASPER GIS DATUM,
 WYOMING STATE PLANE COORDINATES, EAST CENTRAL
 ZONE, NAD83/B6.

CERTIFICATE OF SURVEYOR

STATE OF WYOMING) ss
 COUNTY OF NATRONA) ss
 I, Steve M. Castle, of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me or others under my direct supervision during the months of January, 2013 and October, 2013 and that this map correctly represents said surveys. All perimeter corners are well and accurately monumented by brass caps as of the date of this map. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.

Wyoming Registration No. 6010 P.L.S.

Subscribed in my presence and sworn to before me by Steve M. Castle this 15th day of JUNE, 2016.
 My commission expires: JUNE 20, 2017



NOTES:

1. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
2. NO PUBLIC MAINTENANCE OF PUBLIC ROADS - NATRONA COUNTY NOT RESPONSIBLE FOR MAINTENANCE OF PUBLIC SUBDIVISION ROADS.

- LEGEND**
- RECOVERED BRASS CAP CORNER
 - SET BRASS CAP
 - SET 5/8" REBAR W/AL. CAP
 - SUBDIVISION BOUNDARY
 - - - EASEMENT

N.64°32'30"E., 469.86'
 (S89°44'45"W, 1257.21') MEASURED BEARING & DISTANCE
 RECORD BEARING & DISTANCE



COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING
(Corporate/Partnership Form)

We, Fullspeed Service, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**FULLSPEED SUBDIVISION
SE1/4 NE1/4 SE: 29-34-79
CASPER, WYOMING NATRONA COUNTY
PROPERTY AS DESCRIBED IN EXHIBIT "A"**

for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the said Owner and Mortgagee, and their heirs, successors, and assigns forever.

Fullspeed Service, LLC
AS OWNER:

9/13/18
Date

By: 

Name: David Richards

Title: Vice President

Date

N/A
MORTGAGEE

By: _____

Name: _____

Title: _____

FINAL PLAT OF
"FULLSPEED SUBDIVISION"
 A REPLAT AND SUBDIVISION OF
 FULLSPEED SIMPLE SUBDIVISION
 AND BEING A PORTION OF
 THE SE1/4NE1/4, SECTION 29
 TOWNSHIP 34 NORTH, RANGE 79 WEST
 SIXTH PRINCIPAL MERIDIAN
 NATRONA COUNTY, WYOMING

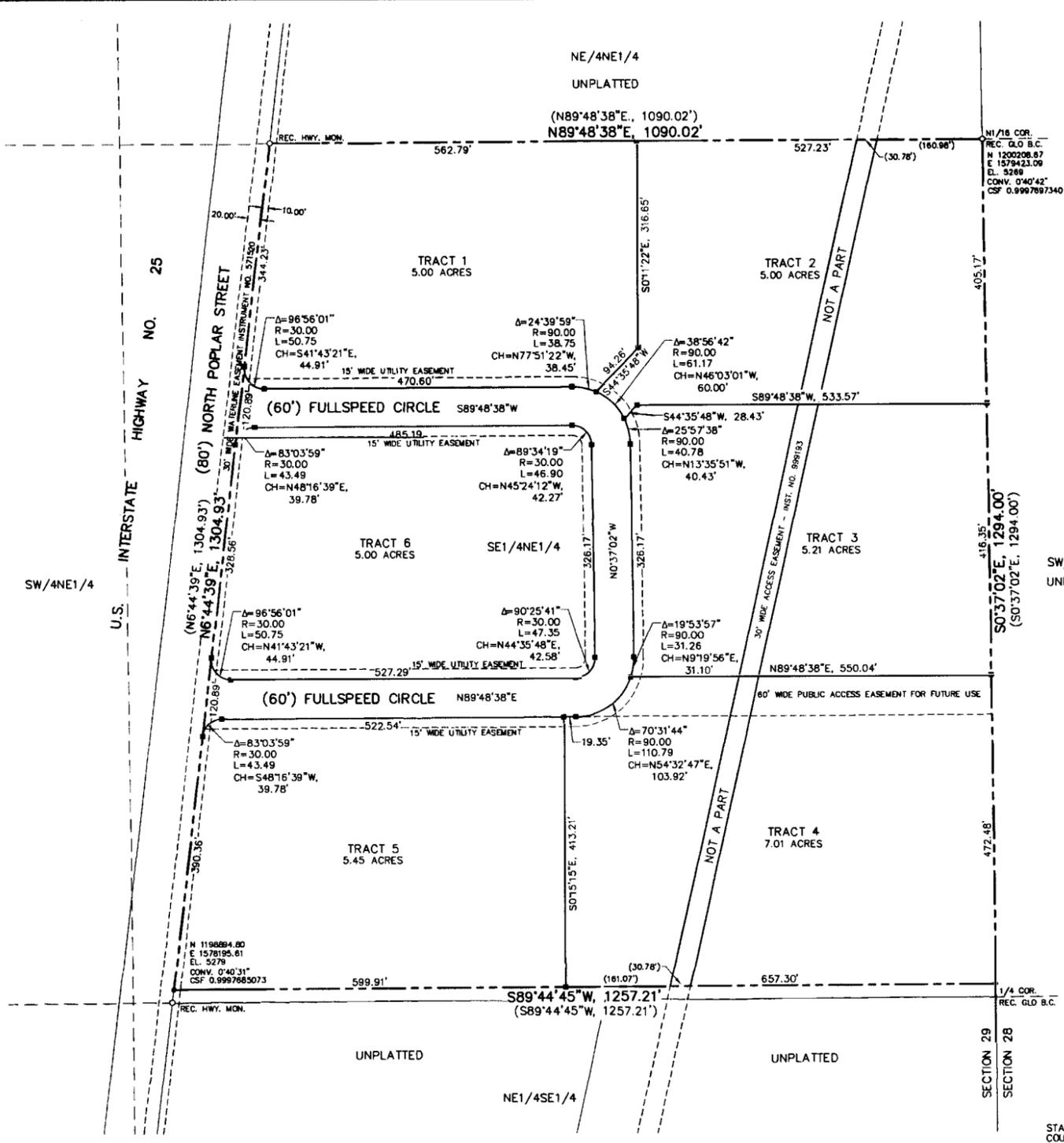
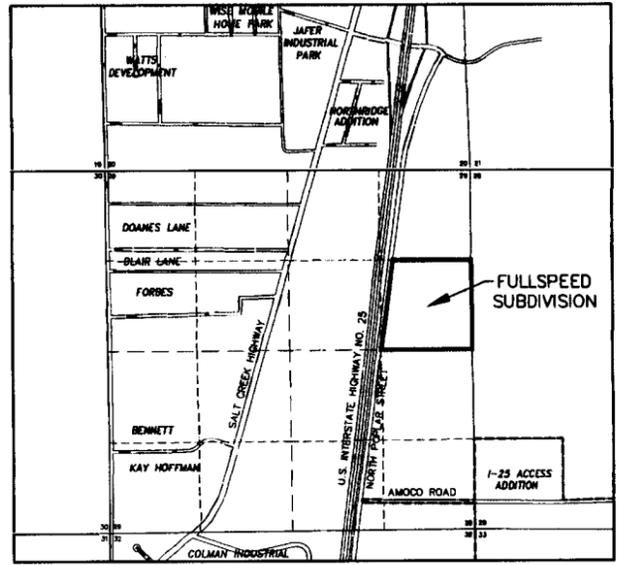
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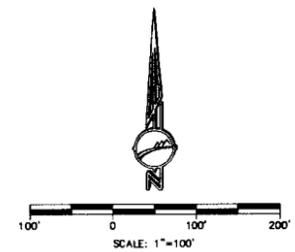
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FULLSPEED SERVICE, LLC
 P.O. Box 2838
 Cody, Wyoming 82414



SW/4NW1/4 UNPLATTED



PLAT CLOSURE RATIO; EXCEEDS 1:100,000

DATUM:
 GROUND DISTANCE - U.S. SURVEY FOOT
 BASIS OF BEARING - GEODETIC BASED ON GPS
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 WYOMING STATE PLANE COORDINATES, EAST CENTRAL
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STATE OF WYOMING)
 COUNTY OF NATRONA) ss

I, Steve M. Castle, of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me or others under my direct supervision during the months of January, 2013 and October, 2013 and that this map correctly represents said surveys. All perimeter corners are well and accurately monumented by brass caps as of the date of this map. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.

Wyoming Registration No. 6010 P.L.S.

Subscribed in my presence and sworn to before me by Steve M. Castle this 15TH day of JUNE, 2016.
 My commission expires: JUNE 20, 2017



APPROVALS

APPROVED: Board of County Commissioners of Natrona County, Wyoming by Resolution passed this 7th day of June, 2016.
 Attest: Renee Vito County Clerk

APPROVED: City Council of the City of Casper, Wyoming by Resolution No. 16-185 duly passed, adopted and approved on the 15th day of June, 2016.
 Attest: Tracey A. Kellner City Clerk

INSPECTED AND APPROVED on the 15th day of June, 2016.
James Anderson County Planner

INSPECTED AND APPROVED on the 20th day of June, 2016.
William R. Schrage County Surveyor

INSPECTED AND APPROVED on the 23rd day of June, 2016.
Kelly Anderson - Dr. Mark Danell County Health Department

NOTES:

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N.64°32'30"E., 469.86'
 (S89°44'45"W, 1257.21')

MEASURED BEARING & DISTANCE
 RECORD BEARING & DISTANCE



Exhibit "A"

RESOLUTION NO.18-216

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER SERVICE WITH FULLSPEED SERVICE, LLC FOR THE FULLSPEED SUBDIVISION.

WHEREAS, Fullspeed Service, LLC has requested outside-City water service from the City of Casper for the Fullspeed Subdivision; and,

WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such a contract is deemed to be in the best interest of the City of Casper.

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 Outside-City Water Service with Fullspeed Service, LLC, for the Fullspeed Subdivision.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2018.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor