

# WORK SESSION AGENDA



**Casper City Council  
City Hall, Council Chambers  
Tuesday, September 28, 2021, 4:30 p.m.**



<b>Work Session Meeting Agenda</b>		Recommendation	Allotted Time	Beginning Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested				
1.	Council Meeting Follow-up		5 min	4:30
2.	Film Commission/Event Policy	Direction Requested	10 min	4:35
3.	In-Kind Support – Christmas Parade	Direction Requested	10 min	4:45
4.	Employee Voluntary Vaccine Incentive Program	Direction Requested	45 min	4:55
5.	Ford Wyoming Center’s Freight Elevator	Direction Requested	20 min	5:40
6.	Potential for Surplus Specific Purpose Tax Revenue	Move Forward for Approval	20 min	6:00
7.	Agenda Review		20 min	6:20
8.	Legislative Review		20 min	6:40
9.	Council Around the Table		10 min	7:00
Approximate End Time:				7:10

*\*Please silence cell phones during the meeting\**

We are **CASPER**

**Communication    Accountability    Stewardship    Professionalism    Efficiency    Responsiveness**

September 23, 2021

**MEMO TO:** J. Carter Napier, City Manager   
**FROM:** Pete Meyers, Management Analyst   
**SUBJECT:** Proposal for a Natrona County Film Commission

**Meeting Type & Date**

Council Work Session  
September 28, 2021

**Action Type**

Direction Requested

**Recommendation**

That Council provide direction in regards to the provision of support for a proposed Film Commission.

**Summary**

Film production companies want to film in authentic locations. Locations in Natrona County might be desirable, but it is likely that the interested company will be new to Natrona County. Getting a production going might involve identifying locations, buying equipment, renting facilities, hiring actors or staff, and acquiring permits.

Visit Casper is proposing to create a Film Commission that would serve as a point of contact for this sort of logistical support. The production company would contact the Commission, and Commission staff would then help to make those arrangements. In order to be successful, Visit Casper would like the City and Natrona County to both take formal action to support the creation of this entity.

The last major film project in Casper was a Wells Fargo commercial that was produced over two nights in June 2016. For that event, the City closed eight blocks of downtown Casper for two all-night filming sessions. Signs and cars were removed, police officers were deployed, parking areas were staged for semi-trucks, traffic signals were interrupted, and contracts were written to include such factors as fees, deposits, and liability. (In the end, the producers were very complimentary of the support that they received, giving it an overall score of 9.5 on a ten-point scale.) The producers estimated that their total expenditure came to \$250,000.

There is reason to hope that filming events will become more common in the future. The state legislature is considering a bill that would create a Wyoming Film Production Incentives Program to defray the costs of producing movies, commercials, documentaries, and new media productions within the State of Wyoming. The legislature is expected to consider the proposal at the 2022 session.

**Financial Considerations**

None.

**Oversight/Project Responsibility**

Pete Meyers, Management Analyst

**Attachments**

None

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Pete Meyers, Management Analyst *P. M.*  
**SUBJECT:** Request for Christmas Parade In-Kind Support

**Meeting Type & Date**

Council Work Session  
 September 28, 2021

**Action Type**

Direction Requested

**Recommendation**

That Council provide direction in regards to the request for in-kind support of the Casper Christmas Parade.

**Summary**

The annual Casper Christmas Parade will be jointly hosted this year by the Chamber of Commerce, the Downtown Casper Business Association, and Visit Casper. These parties are asking for in-kind support from the City of Casper to help defray the costs of the parade.

The Christmas Parade has sometimes been handled as a Community Promotions event. Under normal Community Promotions rules, the City would require the host to provide 50% of the cost for the in-kind services. Figures below reflect both the full cost of providing the requested in-kind services, and the 50% cost.

	<b>Amount</b>	<b>Rate</b>	<b>Full Cost</b>	<b>50% Cost</b>
Police Overtime (Hours)	19	\$62.00	\$1,178.00	\$589.00
Trash Service - Per 90 Gallon Can	10	\$19.00	\$190.00	\$95.00
Solid Waste Overtime (Hours)	3	\$42.54	\$127.62	\$63.81
Streets Overtime (Hours)	36	\$40.54	\$1,459.44	\$729.72
			<b>\$2,955.06</b>	<b>\$1,477.53</b>

Council can direct whatever level of support for this important community event (50% - 100% in-kind) as well as direct the group to participate in Community Promotions for their future partnerships.

**Financial Considerations**

The costs for these services would be paid for from the General Fund. The Council has budgeted \$25,000 for Community Promotions in the current fiscal year. \$24,907 of this was allocated through the Council's annual process, so this request would exceed the available budget, but those funds could be transferred from other programs to cover the shortfall.

**Oversight/Project Responsibility**

Pete Meyers, Management Analyst

**Attachments**

Request from Visit Casper



CASPER AREA CONVENTION  
& VISITORS BUREAU  
139 WEST 2<sup>nd</sup> STREET, SUITE 18  
CASPER, WYOMING 82601

August 19, 2021

To: The Honorable Mayor Freel and Casper City Council Members

From: Brook Kaufman, CEO, Visit Casper

RE: 2021 Downtown Christmas Parade

Dear Mayor and Members of Council,

For nearly four decades, the residents of Casper and the surrounding areas have enjoyed the Downtown Christmas Parade held on Small Business Saturday every year. Typically organized by the Downtown Casper Business Association, the parade draws 1000s of people downtown the Saturday after Thanksgiving to enjoy shopping, the tree lighting ceremony at David Street Station and the opportunity to see Santa at the end of the parade.

Due to time and financial constraints, the DCBA is no longer able to organize the parade effort. As such, 5150' Local, the resident-facing brand of Visit Casper, is willing to step in and facilitate the effort. But to do that, we need your help.

5150' Local is able to coordinate operating and marketing the parade. I'm asking today that the City consider an in-kind donation for security, trash, the street closure, etc.

For many years, the City of Casper has been an outstanding partner in this effort. We sincerely hope you can continue to do so in 2021. If you have questions about this request or would like to discuss in further detail, please let me know.

We appreciate your consideration and look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Brook Kaufman".

Brook Kaufman  
Visit Casper

September 23, 2021

MEMO TO: J. Carter Napier, City Manager *JW*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Zulima Lopez, Risk Manager  
SUBJECT: Voluntary Coronavirus (COVID-19) Vaccination Incentive Program for City of Casper employees

**Meeting Type & Date**

Work Session  
September 28, 2021

**Action type**

Direction Requested

**Recommendation**

That the City of Casper implement a Voluntary Coronavirus (COVID-19) Vaccination Incentive Program for City of Casper employees effective October 1, 2021 to December 31, 2021.

**Summary**

The number of City employees required to isolate or quarantine due to illness or exposure to COVID-19 has been rising significantly since late July 2021 as indicated in the graph below.



The creation of a Voluntary Coronavirus (COVID-19) Vaccination Incentive Program for the City of Casper is intended to help protect our workforce from widespread illness or exposure that is negatively affecting our ability to provide critical City services to the public. The current vaccination rate in Natrona County, and assumed among City staff, is just over thirty-six percent (36%). In an effort to increase vaccination to at least sixty five percent (65%), the City proposes to provide a financial incentive to employees to fully vaccinate against COVID-19.

The Casper-Natrona County Health Department (CNCHD) has obtained funding from the Wyoming Department of Health to provide incentives for vaccination of up to one hundred dollars (\$100) for each person who becomes fully vaccinated. This includes reimbursing employers for providing incentives to employees and eligible dependents who fully vaccinate. The CNCHD reimbursement only applies to currently unvaccinated individuals that obtain COVID-19 vaccinations after an incentive program is implemented. The City intends to maximize this reimbursement opportunity for its incentive program. However, for internal equity, the City proposes to provide an incentive retroactively to any employee who was vaccinated prior to the implementation of the program. The cost of the retroactive payments, as well as the incentive payment amount above the CNCHD maximum, will be covered by City funds.

The program is proposed as follows:

- Participation in the incentive program is voluntary.
- The incentive will be offered beginning October 1, 2021 until December 31, 2021.
- Incentives will be provided to all City of Casper full-time and non-full-time employees employed on or after October 1, 2021 who are active on the City's payroll.
- Fully vaccinated employees (regardless of vaccine brand) will receive two hundred fifty dollars (\$250), net taxes, with evidence of full vaccination submitted to Human Resources, regardless of when full vaccination was achieved.
- An additional fifty-dollar (\$50) incentive will be provided to employees who get a third dose or booster as recommended by the Food and Drug Administration (FDA) and Centers for Disease Control and Prevention (CDC), with evidence of the third dose or booster submitted to Human Resources.
- An additional one hundred-dollar (\$100) incentive will be provided to employees for each fully vaccinated spouse or dependent that lives in the employee's home and obtains vaccination after the implementation of this program, with evidence of full vaccination submitted to Human Resources.
- Employees will be taxed on each incentive as required by applicable law. However, the incentive amount(s) will be a full \$250, \$100, or \$50 after taxes are applied.
- Payment will be provided through payroll on each employee's paycheck.
- Vaccination status will be kept strictly confidential and individuals' vaccination status will only be used to determine eligibility for incentives.
- The City of Casper will submit weekly reporting and invoice the Casper-Natrona County Health Department each month for eligible reimbursements for newly vaccinated employees and dependents.

Vaccinations are widely available in Casper through local providers. A list of providers, as well as other important information regarding vaccination, can be found on the Wyoming Department of Health website at <https://health.wyo.gov/publichealth/immunization/wyoming-covid-19-vaccine-information/county-covid-19-vaccine-information/>.

### **Financial Considerations**

The Casper-Natrona County Health Department will reimburse the City for incentives up to one hundred dollars (\$100) for each employee or dependent that becomes fully vaccinated after the program is approved. The CNCHD will not reimburse retroactively, and the reimbursement

amount will not exceed one hundred dollars (\$100) per person. The City of Casper will utilize awarded CARES funds to pay any unreimbursed portion of the incentive. A budget amendment for this program will be required later this fiscal year. Estimated program costs are below.

City employee count as of 9/1/21	Estimated eligible dependent count	Natrona County vaccination rate	Estimated # employees already fully vaccinated	City costs for retro incentives	Estimated # newly vaccinated employees (65% goal)	Estimated # newly vaccinated dependents (65% goal)	City costs for newly vaccinated	Reimbursed costs for newly vaccinated	Total City cost of incentive program
748	648	36%	269	\$ 80,784	217	188	\$ 43,384	\$ 40,484	\$124,168

**Oversight/Project Responsibility**

The Voluntary Coronavirus (COVID-19) Vaccination Incentive Program will be administered by Human Resources and Payroll.

**Attachments**

None

September 24, 2021

MEMO TO: Carter Napier, City Manager *SN*

FROM: Tracey L. Belser, Support Services Director *TLB*  
Matt Thomason, Buildings and Structures Manager

SUBJECT: Update on Repair of Thyssenkrupp Elevator Corporation Freight Elevator at Ford Wyoming Center.

Meeting Type & Date  
Council Work Session  
September 28, 2021

Action Type  
Provide Direction

Recommendation  
That Council consider the following options provided by staff regarding the Freight Elevator at Ford Wyoming Center.

Summary  
In early January 2021, Thyssenkrupp Elevator (TKE) notified the Buildings and Structures Division Manager that the main hydraulic jack that raises and lowers the elevator had failed and would need replaced. The cost of this repair was anticipated to be \$95,108.81. This part had a 5-10 week lead-time, as it is custom to the particular location based upon height of lift, size of car, weight capacity and other factors. City Council approved this repair on April 6, 2021.

TKE received the parts, and began working on the replacement of the hydraulic jack on July 14, 2021. TKE removed the existing elevator jack and performed an analysis of the cause of failure for the jack. TKE determined that the initial elevator was damaged prior to installation. Repairs were made and that over time, a hole developed at the edge of the repair. This hole caused the elevator jack to fail over the course of approximately 40 years. Risk Management worked with the Wyoming Association of Risk Management (WARM) in an attempt to secure insurance reimbursement for the cost of the repair, but that claim was denied since the failure was not due to an actual event of loss for coverage.

TKE also noted that the ground had shifted, necessitating the drilling of a new hole for the jack. This work would need to be completed by an additional contractor, as TKE does not have the capability to perform that type of work. An estimate was delivered to the City on July 30, 2021 for \$183,282.00, which would be in addition to the original estimate for the approved repair work needed in April.

TKE told City staff that Snow's Drilling, from Englewood, CO, was the only company that they were aware of that could perform the specialized work needed. City staff did some investigating to see if any other companies were able to perform the type of drilling needed to continue the repair. True Drilling was contacted and told City staff that not only were they unable to drill the holes needed, but



they were also unaware of any other drilling companies in the area that would be able to perform that type of work. After contacting a former manager at Hunting, they provided the same information. Otis Elevator also agreed that Snow's Drilling was the only company that they were aware of in the region, who were capable of performing the work needed. They also verified the estimated cost of changing this type of elevator. Due to the cost of the repair, City staff and Spectra's leadership discussed the options available to the City.

**Option 1:**

Create an Amendment to the original contract with TKE for the additional amount of \$183,282.00 for the specialized repair work that would need to be completed. The new jack would have an anticipated lifespan of at least 40 years as the new method of installing hydraulic jacks provide a much higher level of protection from ground shift and the elements.

TKE informed City staff that the existing repair path would be delayed by 3-4 weeks due to Snow's existing workload. The drilling work would take approximately 2 weeks to complete at which time the installation of the jack would take 3-4 days to finish the project making the elevator available to the Ford Wyoming Center staff the third week of November 2021.

**Option 2:**

Pursue a new freight elevator. A new contract would be needed, and all the repair costs up to this point would be lost. A new freight elevator would change the elevator from a hydraulic jack operated elevator to a traction elevator. The cost of this option would be approximately \$600,000 – 750,000. There would be an extremely long lead-time for design and procurement of parts and materials to install a new elevator. A new elevator anticipated lifespan would be for 20-30 years. TKE added that it would take until around the end of 2022 to complete installation for this option.

**Option 3:**

Abandon the elevator repair, and add either a repair or new elevator in a future capital budget planning request. This would leave the Ford Wyoming Center without the ability to use a freight elevator.

Spectra Event Management has very understanding on the extended time that the freight elevator has been out of service. They have had to shift around how they do the work associated with all of the events such as the CNFR but will be unable to continue those changes in perpetuity.

Financial Considerations

The additional cost of the new repair is \$183,282.00 and is proposed to come from the Perpetual Care Fund that receives investment income and loan repayments which should be enough to cover this expense. Since this expense was not anticipated and therefore, not included in the budget, it will be included in an upcoming budget amendment. The City will be responsible for paying \$91,641.00 upon approval of change order for Snow's Drilling to schedule the work with the balance paid upon completion of work.

Oversight/Project Responsibility

Matt Thomason, Buildings and Structures Manager, will oversee completion of the repair.

Attachments

Project Proposal



# Repair Completion Notice to be signed at job completion

Date: \_\_\_\_\_  
Repair Job #: \_\_\_\_\_

Building Name: EVENTS CENTER FREIGHT  
Street Address: 1 Events Dr  
City State, Zip: Casper, WY 82601-1380

Dear ,

Thank you for allowing us the opportunity to perform the repair job listed above. We have completed the work as outlined in job # \_\_\_\_\_ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

**Customer Representative**

Customer Name: \_\_\_\_\_  
Print or Type Name

Customer Signature: \_\_\_\_\_  
Signature of Authorized Individual

Title: \_\_\_\_\_  
Print or Type Title

Date: \_\_\_\_\_  
Date of acceptance

Customer Email: \_\_\_\_\_  
Customer Email

**TK Elevator Representative**

Name: Michael Marty  
\_\_\_\_\_  
Print or Type Name

Signature: \_\_\_\_\_  
Signature of Authorized Individual

Title: Account Manager  
\_\_\_\_\_  
Print or Type Title

Date: \_\_\_\_\_

**Follow Up Request**

If you would like a manager or department representative to contact you, please check one of the following:

- Sales Department
  - Service Department
  - Branch Manager
  - Repair Department
- Phone Number

Comments:



City Of Casper  
 1 Events Dr  
 Casper WY, 82601-1380

Date	Terms	Reference ID	Customer Reference # / PO
July 30, 2021	Immediate	ACIA-1VPH8F7	
Total Contract Price:			\$183,282.00
Down Payment:			(50%) \$91,641.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 970 2147716. To make a payment by phone, please call 404-777-3904 with the reference information provided below.

Current and former service customers can now pay online at:  
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

**Please detach the below section and provide along with payment.**

Customer Name: City Of Casper	Remit To:
Location Name: EVENTS CENTER FREIGHT	TK Elevator
Customer Number: 173656	PO Box 3796
Quote Number: 2021-2-1129046	Carol Stream, IL
	60132-3796
<hr/>	
Reference ID: ACIA-1VPH8F7	
<hr/>	
Remittance Amount: \$91,641.00	
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# Repair Work Order



## EVENTS CENTER FREIGHT

July 30, 2021

Purchaser: City Of Casper  
Address: 1 Events Dr  
Casper, WY 82601-1380

Location: EVENTS CENTER FREIGHT  
Address: 1 Events Dr  
Casper, WY 82601-1380

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **One Hundred Eighty Three Thousand Two Hundred Eighty Two Dollars (\$183,282.00)** plus any applicable sales tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

## Summary:

Elevator	Description	Repair category
EVENTS CENTER FREIGHT	Indoor drilling	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 970 2147716.

We appreciate your consideration.

Regards,

Michael Marty  
TK Elevator Corporation  
2415 E Mulberry St Ste 6  
Fort Collins CO 80524  
michael.marty@tkelevator.com | +1 970 2147716

**Notice:**  
No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

# Repair Work Order



## Scope of Work

TK Elevator will provide indoor drilling and installation of steel casing (culvert) for the Event Center hydraulic jack. Scope of work is as follows:

- \* Floor, door jamb, wall protection and dust control set up
- \* 24" x 24" block out cut around existing hole at pit level
- \* elevator car will be re-hung 10' higher and rails prepped
- \* 12,000lb capacity steel hoisting beam installed rail to rail below car
- \* Indoor drill rig will be installed from beam and winch system to pit floor
- \* Generator will be supplied (125kw)
- \* Hole will be drilled out and existing 17" casing removal
- \* Hole will be drilled again with installation of new 20" steel casing
- \* Removal of drill rig, beam and winch system anchored to pit floor
- \* Clean up and removal of surface protection
- \* End of Scope\* - Proceed with jack installation

\*\*\*\*\*This proposal does not cover the cost of vacuum truck services. Vacuum truck must be on site for duration of drilling procedure.

\*Parking for 72' tractor trailer to be provided for within 150' of hoistway

A 50% deposit is requested for the securing of drilling services.

## Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$183,282.00
Initial progress payment:	(50%)	\$91,641.00
Total due upon completion:	(50%)	\$91,641.00

# Repair Work Order



## Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

# Repair Work Order



## Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.



This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

<b>City Of Casper (Purchaser):</b>		<b>TK Elevator Corporation Management Approval</b>	
By: _____		By: _____	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
_____ (Print or Type Name)		David Spence Branch Manager	
_____ (Print or Type Title)			
_____ (Date of Acceptance)		_____ (Date of Execution)	

Please contact \_\_\_\_\_ to schedule work at the following phone number \_\_\_\_\_

September 20, 2021

**MEMO TO:** J. Carter Napier, City Manager   
**FROM:** Pete Meyers, Management Analyst   
**SUBJECT:** Dedicating Any Surplus Specific Purpose Tax Revenue

**Meeting Type & Date**

Council Work Session  
September 28, 2021

**Action Type**

Resolution  
Direction Requested

**Recommendation**

That Council, by resolution, commit to spending any surplus Specific Purpose Tax revenue only on street construction and repair projects.

**Summary:**

A Specific Purpose Tax (“sixth cent” penny tax) has been proposed for Natrona County. If passed by the voters in November, then this tax will run for three months, from April 1, 2022 through June 30, 2022. Because this is a specific tax, it has a specific revenue goal as stated on the ballot. That goal is \$4.3 million, which includes \$2.3 million to complete the construction of Midwest Avenue, and \$2.0 million to replace the waterline that leads to the towns of Midwest and Edgerton.

The tax cannot run for less than a three-month time period. However, given the current state of the Natrona County economy, it is expected that the tax will raise more than the targeted amount. Sales tax revenue can fluctuate wildly from month to month, but an averaged three-month period from last fiscal year would have generated about \$5.25 million, or roughly \$950,000 more than the targeted amount (a surplus of roughly 22%).

Under the wording of the resolution that was passed, any surplus beyond the first \$4.3 million would be split among the recipient agencies just as it would have been for the first \$4.3 million. In this case, that would mean 53% of the excess revenue would go to the City of Casper, and 47% of the excess revenue would go to the towns of Midwest and Edgerton. So if the average monthly activity from last year can be taken as guide for the upcoming year, then it’s not unreasonable to predict that the specific purpose tax will raise a surplus of about \$500,000 for the City of Casper, and about \$450,000 for Midwest and Edgerton.

Since Casper’s portion of the proposed tax is being designated as funding for a street project, City staff is proposing that if there is any excess collected, then it should be designated only for other street construction projects. It is well understood that Casper is behind on street repair citywide – a recent study found that the City ought to be spending almost \$3,500,000 more than it currently does for street repair – so it would not be difficult to find deserving street repair projects to dedicate the surplus funding to.



### **Financial Considerations**

It is expected that the City will receive a surplus of roughly \$500,000, assuming that the tax is approved by the voters and assuming that collection rates remain flat throughout the collection period. State law requires that any surplus be held for one year in order to address possible overpayments from specific taxpayers, so if any surplus is identified, the specific amount will not be known or available until the summer of 2023.

### **Oversight/Project Responsibility**

J. Carter Napier, City Manager

### **Attachments**

City of Casper Resolution to Dedicate Surplus Funding

Natrona County Resolution (With highlights – See Paragraph 9)

RESOLUTION \_\_\_\_\_

A RESOLUTION DEDICATING EXCESS SPECIFIC PURPOSE TAX REVENUE, IF ANY, TO STREET REPAIR AND CONSTRUCTION PROJECTS WITHIN THE CITY OF CASPER.

WHEREAS, a proposition to impose a Specific Purpose Tax will be submitted to the voters of Natrona County, to be considered on November 2, 2021; and

WHEREAS, the proposition specifies that \$4,300,000 of revenue shall be collected by this tax, with the City of Casper's portion of that tax being \$2,300,000, provided that this \$2,300,000 must be specifically dedicated toward the reconstruction of Midwest Avenue from Walnut to Poplar Street; and

WHEREAS, the authorizing resolution of the Natrona County Commissioners specifies that funds collected in excess of \$4,300,000 shall be held for one (1) year by the County Treasurer for the purposes of refunding tax overpayments, and then, any remaining excess will be distributed to the sponsoring entities on a pro-rata basis; and

WHEREAS, the City of Casper, as one of the sponsoring entities, might therefore receive funding in excess of the targeted amount of \$2,300,000; and

WHEREAS, the voters of Natrona County should be provided with an understanding of how the City of Casper would spend these possible excess funds; and

WHEREAS, a recent study of street quality throughout the City of Casper has found that the City continues to have a street network that is in dire need of additional street repair funding.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That, if the Specific Purpose Tax is indeed authorized by the voters on November 2, 2021, and if the tax duly authorized by this election does result in the collection of tax revenue in excess of the targeted amount, then any such excess revenue received by the City of Casper shall be expressly dedicated toward street repair and street construction projects within the City of Casper.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Steven K. Freel  
Mayor

**RESOLUTION FROM  
NATRONA COUNTY**

**RESOLUTION NO. 23-21**

A RESOLUTION SUPPORTING PLACING A PROPOSITION FOR IMPOSITION OF A 1% SPECIFIC PURPOSE EXCISE TAX IN NATRONA COUNTY, STATE OF WYOMING, FOR THE PURPOSE OF FUNDING SPECIFIC PROJECTS ON THE BALLOT FOR CONSIDERATION BY THE VOTERS AT A SPECIAL ELECTION TO BE HELD IN NATRONA COUNTY ON November 2, 2021.

WHEREAS, pursuant to Wyo. Stat. §§ 39-15-203(a)(iii), 39-15-204(a)(iii), 39-16-203(a)(ii), and 39-16-204(a)(ii) a county may impose a sales and use excise tax not to exceed two percent (2%) upon retail sales of tangible personal property, admissions and services made, and upon storage, use and consumption of tangible personal property, within the county, for specified purposes and in specified amounts as authorized by the qualified electors of the county; and

WHEREAS, in February and March of this year, ETC Institute administered a public opinion survey to residents in the cities of Casper, Evansville, Bar Nunn, Mills, and Natrona County to gauge support for a 6th Cent specific purpose tax and gather feedback on items that residents would support with the additional tax; and

WHEREAS, the survey indicated a majority of respondents were supportive of replacing eight miles of potable waterline between Midwest/Edgerton and Casper for a total cost of \$2 million; and

WHEREAS, the survey indicated a majority of respondents were supportive of completing the reconstruction of Midwest Avenue between Walnut Street and Poplar Street in Casper for a total cost of \$2.3 million; and

WHEREAS, Natrona County has determined to make this source of funding available in the total amount of \$4,300,000 in order to provide these projects, the specific purpose one cent tax is necessary to fund said projects; and

WHEREAS, the tax will expire when the amounts approved have been funded pursuant to Wyo. Stat. § 39-15-203(a)(iii)(C) and Wyo. Stat. § 39-15-207(c); and

WHEREAS, pursuant to the provisions of Wyo. Stat. §§ 39-15-203(a)(iii) and 39-16-203(a)(ii), before any proposition to impose the Tax shall be placed before the electors of the Natrona County, the Natrona County Commissioners and the governing bodies of at least fifty percent (50%) of the Municipalities shall adopt a resolution approving the proposition, setting forth a procedure for qualification of a ballot question for placement on the ballot and specifying how excess funds shall be expended; and

WHEREAS, the governing bodies of more than half the Municipalities have adopted resolutions approving the proposition; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING

1. That at a special election to be held in Natrona County, State of Wyoming, on Tuesday, November 2, 2021, between the hours of 7:00 a.m. and 7:00 p.m. there will be submitted to the qualified registered electors of the County the proposition of imposing a 1% specific purpose sales and use excise tax for the specific purpose of funding the Projects described above. The submission of the proposition of imposing the tax for the projects to the electors of the County is contingent upon the prior adoption of a resolution by the governing bodies of at least fifty percent (50%) of the municipalities within Natrona County approving the proposition.

2. The election on the proposition shall be held at the election districts, precincts and polling places as will be more particularly set forth in a Proclamation and Notice of Election to be published by the Natrona County Clerk in accordance with law.

3. Any qualified elector in the County shall be entitled to vote on the proposition in person or by absentee ballot. A qualified elector includes every citizen of the United States who is a bona fide resident of Wyoming and Natrona County, has registered to vote and will be at least eighteen (18) years of age on the day of the election.

4. The votes for and against the proposition shall be registered on official ballots. The ballots shall set forth the following proposition:

“Shall Natrona County, State of Wyoming (the “County”), be authorized to adopt and cause to be imposed a one percent (1%) specific purpose sales and use excise tax (the “Tax”) within the County for the purpose of raising and collecting the total amount of \$4,300,000, the proceeds of which and the interest earned thereon to be used and applied for the following specific projects (the “Projects”):

City of Casper Project

\$2,300,000 to be collected, together with interest earned there to be used by the City of Casper for completing the reconstruction of Midwest Avenue between Walnut Street and Poplar Street in Casper.

Midwest/Edgerton Project

\$2,000,000 to be collected, together with interest earned there to be used by the Cities of Midwest and Edgerton to replace eight miles of potable waterline between Midwest/Edgerton and Casper.

FOR the Proposition: \_\_\_\_\_

AGAINST the Proposition: \_\_\_\_\_

5. The Natrona County Clerk shall cause the Proclamation and Notice of Election to be published in accordance with law.

6. The election on the proposition shall be held, conducted and the results canvassed as provided by the Wyoming Election Code of 1972, as amended, more particularly the Political Subdivision Bond Election Law (Wyo. Stat. 22-21-101 to 22-21-112, inclusive).

7. The results disclosed by the canvass of votes shall be certified by the election officials to the County Clerk of Natrona County, State of Wyoming. If the majority of votes cast on the proposition at the election is in favor of the proposition, the proposition shall be approved, and the Natrona County Board of County Commissioners, in the manner provided by law, shall then proceed to declare the results of the election, and complete all steps necessary for the imposition of the Tax.

8. In the event the proposition shall be approved by the qualified electors of Natrona County, the Tax shall commence on the date provided in Wyo. Stat. §§ 39-15-203(a)(iii)(c) and 39-15-207(c). Within three (3) days of receipt of the monthly Tax funds, the Natrona County Treasurer shall distribute such funds to the Sponsoring Entities on a pro-rata basis, based on the respective ratio which the principal amount that each Sponsoring Entity is to receive bears to the total amount of all Projects for which the Tax was approved.

9. Upon distribution of the approved Tax funds to the County, excess Tax funds shall be retained by the Natrona County Treasurer for one (1) year for refund of overpayments. After one (1) year, the excess Tax funds (less any refunds), plus any interest earned thereon, shall be distributed within three (3) days to the Sponsoring Entities on a pro-rata basis, based on the respective ratio which the principal amount that each Sponsoring Entity is to receive bears to the total amount of all Projects for which the tax was approved.

10. The passage of this resolution shall constitute written notification to the Natrona County Clerk, specifying the date of the election and the proposition, as required by Wyo. Stat. § 22-21-103, and shall further constitute approval as required by Wyo. Stat. §§ 39-15-203(a)(iii)(A) and 39-16-203(a)(ii)(A).

11. Should any part or provision of this resolution or the proposition and ballot question set forth herein ever be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof or thereof, the intention being that each part or provision of this resolution, the proposition and ballot question is severable.

PASSED AND APPROVED this 15<sup>th</sup> day of June, 2021.

BOARD OF COUNTY COMMISSIONERS  
OF NATRONA COUNTY

  
Paul Bertoglio, Chairman



*Tracy Good*  
\_\_\_\_\_  
Tracy Good, County Clerk

**My term of office expires  
January 3, 2023**

Approved as to form:

*Eric K. Nelson*  
\_\_\_\_\_  
Eric K. Nelson, County Attorney