

INFORMATION PACKET

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Friday, September 27, 2019



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We are CASPER

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

The Grid

A working draft of Council Meeting Agendas

October 1, 2019

Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
C = Item is on Consent N = Item is not on Consent					
Pre-Meeting: Distribution of September 17 Executive Session Minutes					
Pre-Meeting: Reallocation of Funds from 10MG Reservoir Upgrade Project to CY Booster Station Replacement Project.					
Establish October 15, 2019 as the Public Hearing Date for Consideration of a Zone Change of 1.65-acres, Generally Located at the Northwest Corner of SW Wyoming Blvd and South Coffman Avenue, Described as Tract A, Garden Creek Square Addition, From Planned Unit Development (PUD) to General Business (C-2).	C				
Establish October 15, 2019 as the Public Hearing Date for Consideration of a Transfer of Location for Retail Liquor License No. 19 Ridleys Family Market, Inc, d/b/a Ridleys Family Market, Located at 1375 CY Ave, to Ridleys Family Market, Inc, d/b/a Ridleys Family Market, Located at 3037 CY Ave.	C				
Public Hearing: Amending Chapter 10.72 - Article I - Parades of the Casper Municipal Code.		N			
Public Hearing: Resolution Rescinding Resolution Number 17-207, and Adopting Revised Historic Preservation Program Rules and Regulations for the City of Casper		N			
3rd Reading: Vacation and Replat Creating Johnny J's Addition, a Subdivision Agreement, and a Zone Change of Said Addition to C-2 (General Business), Located at 1705 East 2nd Street.			N		
Amending Chapter 12.32 of the Casper Municipal Code Regarding Trees and Shrubs - 2nd Reading Ordinance			N		
Amending the Casper Municipal Code to Establish a Code of Ethics - 2nd Reading Ordinance			N		
Rescinding Resolution No. 18-259 and Authorizing a New Resolution for the Event Policy Guide as Revised.				C	
Authorizing a License Agreement with Visionary Broadband for Installation of Buried Fiber Optic Cable Infrastructure within City Right-of-Way.				C	
Authorizing Amendment No. 2 to the Contract for Professional Services with Civil Engineering Professionals Inc., in the Amount of \$25,000, for additional Construction Administration for the East Casper Zone III Water System Improvements Project.				C	
Authorizing a Pre-Application Submittal to the Wyoming State Loan and Investment Board in the Amount of \$8,000,000 for a Clean Water State Revolving Fund Loan for the North Platte Sanitary Sewer Interceptor				C	
Accepting (4) Warranty Deeds (2) from Eastgate Ranch, LLC, (1) from Granite Peak Development Limited Partnership, and (1) from Natrona Land Holdings, LLC, all Dated September 2019 for Acreage of Open Space to the City of				C	
Adopting an MOU between Friends of Hogadon and the City of Casper regarding the Hogadon Night Skiing Project.				C	

Adopting an Amendment to the Agreement Between the Casper Amateur Hockey Club and the City of Casper Pertaining to the Use of the Modular Building Attached to the Casper Ice Arena.				C	
Authorizing Amendment No. 1 to the Agreement with Platte River Trails Trust and Amendment No. 1 to the Agreement with Central Wyoming Senior				C	
Authorizing an Amendment Releasing the Casper Skate Park from the Lease Agreement with the Boys and Girls Club of Central Wyoming.				C	
Approving a Contract for Mills Main Street Corridor Study and Plan in an Amount not to Exceed \$74,892.				C	
Approving an Increase of the City Manager's Purchasing Authority.				C	
Authorizing the Purchase of One (1) New Mini Skid Steer and Attachments, in the Total Amount of \$61,985, for Use by the Weed and Pest Section of the Parks and Recreation Department.					C
Authorizing the Purchase of Seven (7) Zoll AutoPulse Systems for Use by the Fire-EMS Department and in the Total Amount of \$109,665.					C
Executive Session - Security					

October 8, 2019

Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
Recommendations = Information Only, Move Forward for Approval, Direction Requested			
Council Meeting Follow-up		5 min	4:30
City Hall SAFE Project (Memo Due)	Direction Requested	20 min	4:35
Golf Pro RFP (Tim Cortez - Memo Due)	Move Forward for Approval	20 min	4:55
Speed Limits, Light Running & Supplemental Traffic Discussion (Memo Due)	Direction Requested	60 min	5:15
Agenda Setting		20 min	6:15
Legislative Review		10 min	6:35
Council Around the Table		10 min	6:45
Approximate Ending Time:			6:55

October 15, 2019

Councilmembers Absent:

Regular Council Meeting Agenda Items	Est. Public Hearing	Public Hearing	Ordinances	Resolutions	Minute Action
<p>C = Item is on Consent N = Item is not on Consent</p>					
Pre-Meeting: Distribution of October 1 Executive Session					
Public Hearing: Sale and Terms of the Sale and Transfer of Ownership of the Real Property, Generally known as the "Former Plains Furniture Property" and More Particularly Described as: Lots 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, and 33 of Block 1 of the City of Casper Addition, Casper, Natrona County, Wyoming.		N		N	
Public Hearing: Zone Change of 1.65-acres, Generally Located at the Northwest Corner of SW Wyoming Blvd and South Coffman Avenue, Described as Tract A, Garden Creek Square Addition, From Planned Unit Development (PUD) to General Business (C-2).		N	N		
Public Hearing: Transfer of Location for Retail Liquor License No. 19 Ridleys Family Market, Inc, d/b/a Ridleys Family Market, Located at 1375 CY Ave, to Ridleys Family Market, Inc, d/b/a Ridleys Family Market, Located at 3037 CY Ave.		N			N
Amending Chapter 12.32 of the Casper Municipal Code Regarding Trees and Shrubs - 3rd Reading Ordinance			N		
Amending the Casper Municipal Code to Establish a Code of Ethics - 3rd Reading Ordinance			N		
Amending Chapter 10.72 - Article I - Parades of the Casper Municipal Code. - 2nd Reading			N		
Amending the Horizontal Datum References, by Ordinance. 1st Reading			N		
Bureau of Justice Assistance Grant - Police (tentative title)				C	
Authorizing an Agreement with Wyoming Medical Center for Public Safety Dispatching and E911 Services.				C	

October 22, 2019

Councilmembers Absent:

Work Session Meeting Agenda Items	Recommendation	Allotted Time	Begin Time
<p>Recommendations = Information Only, Move Forward for Approval, Direction Requested</p>			
Council Meeting Follow-up		5 min	4:30
Wayfinding Sign Concept Presentation (Lobby)	Direction Requested	30 min	5:00
Citizen Presentation - Vehicle Licensing - Maddie Booth	Information Only	20 min	5:30
Downtown Parking Study (Further Discussion)	Direction Requested	60 min	5:50
Historic Preservation Strategic Plan - Final Presentation	Information Only	15 min	6:50
Agenda Setting		20 min	7:05
Legislative Review		10 min	7:25
Council Around the Table		10 min	7:35
Approximate Ending Time:			7:45

CIVIL SERVICE COMMISSION
MINUTES OF MEETING
August 14, 2019

PRESENT: Tim Monroe, Commission Chair; Carol Crump, Commissioner; and David Dovala, Commissioner

OTHERS: Will Chambers, Deputy City Attorney; Keith McPheeters, Police Chief; Thomas Solberg, Fire Chief; Shane Chaney, Police Captain; Dan Griswold, Deputy Fire Chief; Jack Moore, Nicole Carlson, Human Resources Supervisor and Heidi Rood, Human Resources Technician

Tim Monroe, Chair for the Commission, called the meeting to order at 1:00 p.m.

APPROVAL OF MINUTES OF JULY 31, 2019

Commissioner Carol Crump made a motion to approve the minutes. Commissioner David Dovala seconded the motion. Motion carried unanimously.

LIEUTENANT PROMOTIONAL SELECTION PROCESS

Chief McPheeters requested the Commission ratify the process utilized for the Lieutenant Promotional testing as follows: 60% WASCOP Assessment Center, 10% Leadership Discussion Panel, 20% Oral Board (with outside agencies, community members, and staff on interview panel); 10% Staff Review.

Commissioner Carol Crump made a motion to approve the testing process; Commissioner David Dovala seconded the motion. Motion carried unanimously.

CERTIFY LIEUTENANT PROMOTIONAL LIST

Chief McPheeters presented a list of one (1) qualifying candidate for the Civil Service Commission to certify for Lieutenant Promotion. The testing process included four (4) candidates.

Commissioner Carol Crump made a motion to approve the certified list; Commissioner David Dovala seconded the motion. Motion carried unanimously.

FIRE CAPTAIN PROMOTIONAL TESTING

Deputy Chief Griswold presented a recommendation for the Civil Service Commission to approve the Fire Captain Promotional Testing process. The testing process is consistent with previous Fire Captain Promotional Tests, consisting of a 100 question written exam, developed by and purchased from EMPCO Incorporated. EMPCO is a nationally recognized public safety-testing firm. Testing will begin with a written test on November 6, 2019 and the assessment center will be administered later in November 2019.

Commissioner Carol Crump made a motion to approve the testing process; Commissioner David Dovala seconded the motion. Motion carried unanimously.

CIVIL SERVICE COMMISSION
MINUTES OF MEETING
August 14, 2019

SET NEXT MEETING DATES

September 19th

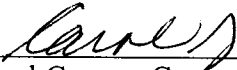
Commissioner Carol Crump made a motion to adjourn the meeting; Commissioner David Dovala seconded the motion. Motion carried unanimously. The meeting was adjourned at 1:17 p.m.



Tim Monroe, Chair



David Dovala, Commissioner



Carol Crump, Commissioner



RULES AND REGULATIONS OF THE
CIVIL SERVICE COMMISSION OF THE
CITY OF CASPER, WYOMING

I certify that the copy hereto attached is a true copy of the Rules of the City of Casper Civil Service Commission, as adopted on September 19, 2019, relating to the Police and Fire-EMS Departments of said City, adopted in accordance with section 15-5-101 et seq., of the Wyoming State Statutes. These rules supersede all other rules previously filed.

Prior to adoption, these rules were made available for public inspection on the 31st day of July 2019.

A handwritten signature in blue ink that reads "Tim Monroe".

Tim Monroe, Chairman
Civil Service Commission

A handwritten date in blue ink that reads "9-19-19".

Date

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CHAPTER I - DEFINITIONS

Section 1. Extent of Amendment. Chapters I through XVII, inclusive, of the Rules and Regulations of the Civil Service Commission of the City of Casper, Natrona County, Wyoming, are hereby repealed and are replaced by the following Chapters.

Section 2. Public Safety Director. Where the words "Fire Chief" or "Police Chief" are used, "Public Safety Director" can be substituted if applicable.

Section 3. Days. Unless otherwise specified, the term "days" refers to calendar days.

Section 4. Appointing Authority. As defined herein, the term "Appointing Authority" shall mean the City Manager or his/her designee.

Section 5. Eligibility List/Eligibility Register. These terms refer to the initial list of all candidates who passed the testing process with acceptable scores. This list is in ranking order and then becomes certified by the Civil Service Commission.

Section 6. Certified List. Once the eligibility list or eligibility register is certified by the Civil Service Commission, it becomes a certified list.

Section 7. Notification of Scores. Human Resources or its designee will notify candidates of their score(s) on examinations by posting in the Human Resources Office and respective department office.

CHAPTER II - GENERAL PROVISIONS

Section 1. Authority. In accordance with the provisions of Section 15-5-101 et seq., Wyoming Statutes (1977 Republished Edition) and the Wyoming Administrative Procedures Act 16-3-101 et seq., the Civil Service Commission of the City of Casper, Wyoming, adopts the following Rules and Regulations to govern its procedures under Civil Service laws relating to the Fire-EMS and Police Departments.

CHAPTER III - ADMINISTRATION

Section 1. Administration of Civil Service Rules and Regulations. The Commission, established and authorized in accordance with the laws of the State of Wyoming and the City of Casper, shall from its own membership, choose a Chairman who shall serve as the Chief Officer of the Commission and shall have general authority and responsibility in the administration of the Rules and Regulations.

Section 2. Appointment of Members. The Chairman may appoint one or more Commission members or another independent party to preside at any hearing or rule-making

proceeding coming before the Commission. Such persons shall serve as Hearing Examiners. Final decisions, however, shall be made in such case on the record, by the Commission.

CHAPTER IV - ELIGIBILITY

Section 1. Employment of Eligible Persons. No person shall be employed or appointed except eligible persons certified by the Commission, provided that emergency appointments may be made under Section 15-5-111 of the Wyoming Statutes.

CHAPTER V – CLASSIFIED SERVICE REVISED

Section 1. Grades. All officers and positions in the Police and Fire-EMS Departments in the City of Casper, Wyoming, are classified into grades as follows:

FIRE-EMS DEPARTMENT

Grade 1A	Fire Fighter I - Community Risk Reduction Officer - Probationary
Grade 1B	Fire Fighter II - Community Risk Reduction Officer - Third Class
Grade 1C	Fire Fighter II - Community Risk Reduction Officer - Second Class
Grade 1D	Senior Fire Fighter - Community Risk Reduction Officer - First Class
Grade 2	Fire Engineer - Community Risk Reduction Officer I
Grade 3A	Fire Captain - Community Risk Reduction Officer II
Grade 3B	Battalion Chief – Community Risk Reduction Officer III
Grade 4	Chief of Community Risk Reduction, Chief of Fire Training/Personnel, Chief of Operations, Division Chief
Grade 5	(No Position Currently Assigned.)
Grade 6	Fire Chief, Public Safety Director

POLICE DEPARTMENT

Grade 1A	Probationary Police Officer
Grade 1B	Police Officer
Grade 1C	(No Position Currently Assigned.)
Grade 2	Police Sergeant
Grade 3	Police Lieutenant
Grade 4	Deputy Police Chief - Police Captain
Grade 5	Police Chief, Public Safety Director

The City Manager, upon recommendation of the Civil Service Commission, may subdivide any grade within the classified service.

Unless otherwise designated, subdivisions within a grade do not constitute a separate grade.

CHAPTER VI – APPLICATIONS FOR ENTRY LEVEL AND LATERAL LEVEL (POLICE) TESTING

Section 1. Requirements for Application.

a. Applicants must be of good moral character and citizens of the United States. The application of no person shall be considered if he/she has ever been convicted of a felony or is not qualified to perform the essential functions of the position.

b. Applications for examination for positions in the classified service shall be submitted to the City of Casper Human Resources Department and shall specify name, address, and such personal and background information deemed appropriate by the City of Casper Human Resources Department.

c. Application forms shall be available to applicants on the City of Casper website.

d. In order to test for any open position, a completed application must be received by the City of Casper Human Resources Department by the published deadline.

e. A notice that entry level and lateral level examinations will be administered shall be advertised at least one week prior to the date of the examination deadline.

f. Applicants must show proof of a high school diploma or GED prior to hire. The Appointing Authority retains the right to establish minimum hiring criteria not otherwise required by state statute.

g. Applicants for the position of Fire Fighter I and Community Risk Reduction Officer, Probationary, must be at least 19 years of age on the date of employment.

h. Applicants for the position of Probationary Police Officer must be at least 21 years of age on the date of graduation from the Wyoming Law Enforcement Academy (WLEA).

i. Lateral level applicants must have two (2) years of previous related qualifying experience in good standing within the three (3) year period immediately preceding the application.

CHAPTER VII – PHYSICAL/PSYCHOLOGICAL QUALIFICATIONS

Section 1. Qualifications. All applicants may be required to demonstrate their ability to perform the essential functions of the job with or without reasonable accommodation. The Appointing Authority may require a medical and/or psychological examination.

CHAPTER VIII – EXAMINATION FOR ENTRY LEVEL AND LATERAL LEVEL (POLICE) APPLICANTS

Section 1. Examination Requirements. The Commission shall examine the qualifications and competency of all applicants for entry level and lateral level positions for the Fire-EMS and Police Departments.

The City of Casper Fire-EMS Department and Casper Police Department entry level and lateral level tests shall be approved by the Civil Service Commission and overseen by the City of Casper Human Resources Department.

The City of Casper Police Department may participate in the multi-jurisdictional written testing process given through the Wyoming Law Enforcement Academy. All written and physical exams, regardless of the location at which they are administered, shall be proctored by a Casper Police Department representative designated by the Police Chief. All potential applicants will be advised to contact the Wyoming Law Enforcement Academy or Peace Officer's Standard and Training (P.O.S.T.) register to take their written test, which is given multiple times a year.

If the multi-jurisdictional testing process is used, the Casper Police Department will begin the testing process for entry level and lateral level applicants by obtaining the most current Wyoming Law Enforcement Academy or Peace Officer's Standard and Training (P.O.S.T.) register of those who passed the written test. The P.O.S.T. register used cannot be more than 12 months old. Applicants from this register will be eligible for the next phase of the testing process if their score is on or above a percentage score established annually by the Civil Service Commission. This percentage shall not be less than 75%.

Subject to Commission approval and its determination of the relative weight to be assigned to each, testing will consist of the following examinations: physical, written, and oral. All examinations shall be related to the duties established for those positions for which the examination is scheduled and in accordance with State and Federal rules and regulations.

The Civil Service Commission reserves the right to utilize alternative testing methods.

The examination process will be initiated only when there is a position to be filled or when there is an anticipated hiring need.

Section 2. Permitted Matter. All examinations shall be impartial and shall relate only to matters which will test the fitness of the persons to be examined for the position to be filled.

Section 3. Scoring Requirements. No person shall be allowed to continue the examination process or be placed upon the eligibility list whose aggregate percentage of proficiency in each test is less than 75%. When multiple sections of a test are used, Casper Fire-EMS Department applicants must pass each section with a score of no less than 75% or, in the case of a pass/fail test, with a pass. When multiple sections of a test are used, Casper Police Department applicants must pass each section with a score of no less than 70% or, in the case of a pass/fail test, with a pass and an aggregate score of no less than 75%.

The subjects covered in the examination shall be approved by the Civil Service Commission.

Section 4. Right of Review. Upon completion of the scoring of examinations administered by the City of Casper Human Resources Department, each candidate shall be advised of his/her scores and shall, upon request, be permitted to review his/her test results under proper supervision by the Human Resources Department. Candidates will receive, at a minimum, a percentage score for each category of each section of the examination.

Section 5. Review. An applicant may request a review of the testing process upon filing a written request for such review with the Commission within ten (10) calendar days of the date the test scores are certified by the Commission. An applicant will be deemed to have waived any and all objections to the testing process unless the applicant shall have filed a written request with the Human Resources Department for a review thereof within such ten (10) day period.

Upon a timely request for a review of the testing process as provided herein, the Commission, whenever in its judgment the interest of the public service requires it, may order a re-examination of applicants; and where it appears that an error or injustice has been done, shall have power to correct any error or amend or revoke any schedule, list, or other paper or record. Notice shall be given to all persons affected by the alterations and the reason for every such action shall be recorded in full in the minutes of the Commission.

Section 6. Retention of Papers. All examination papers shall be retained for a period of five (5) years by the City of Casper Human Resources Department.

Section 7. Oral Examination. The Commission shall require oral examination. Entry level and lateral level oral examinations shall be conducted by the department head or his/her designate.

CHAPTER IX - ENTRY LEVEL AND LATERAL LEVEL (POLICE) ELIGIBILITY REGISTER

Section 1. Eligibility Register. Following the testing process approved by the Civil Service Commission, the names of all candidates shall be placed on the proper eligibility register in the order of their standing in the examination. The eligibility register shall contain the date of the composite score of test results. Eligible applicants for the Fire-EMS Department shall remain on the register for two (2) years, except the Appointing Authority may choose the option of a one (1) year register. Eligible Police Department applicants shall remain on the register for one (1) year without reexamination and certification. Nothing contained herein shall prevent the Commission, in its discretion, from requiring further examination as to physical fitness, health, and minimum age qualifications prior to certifying applicant for employment.**Section 2. Certification.** When a position is to be filled, the procedure shall be:

- 1) The governing body or the Appointing Authority shall submit a written request to the Commission asking for the names of five (5) eligible persons for the Fire-EMS Department and five (5) eligible persons for the Police Department. The Department will receive the names of five (5) eligible persons per vacancy.
- 2) The Commission may orally request the City of Casper Human Resources Department to release for the Fire-EMS Department the names of five (5) and for the Police Department the names of five (5) qualified applicants having the highest percentage of proficiency, one (1) of whom shall be employed.
- 3) In the event that all persons certified are unsuitable for the position, the Appointing Authority shall again request additional names from the Commission, up to the limit of five (5) for Fire-EMS and five (5) for Police. This request must be in writing and the reason for certification of additional names shall be stated in the written request. Again, the Commission may orally request the Human Resources Department to release these names to the Appointing Authority.
- 4) If multiple positions are to be filled, the Civil Service Commission will authorize the City of Casper Human Resources Department to release additional names from the certified list until all positions are filled.
- 5) As each position is filled, the City of Casper Human Resources Department is authorized to release the next name on the certified list.
- 6) If there are no registered eligible applicants, the Commission may allow provisional employment, or it may authorize the Appointing Authority to select a suitable person for examination, and if qualified, he/she shall be certified for employment.

Section 3. Reemployment Eligibility. Employees discharged because of a reduction in force are eligible for reemployment within two (2) years following the date of their discharge without further written examination.

Section 4. Veterans' Preference. All other things being equal, persons honorably discharged from military service of the United States shall be given preference for employment over other candidates as provided by law.

Section 5. Exclusion or Removal from Eligibility List. Any false statements or evidence of bad character or dissolute habits shall be deemed sufficient cause to exclude or remove an applicant from the eligibility list.

Section 6. Inquiries Regarding Scores. An inquiring applicant, identified by Social Security number, may be informed of his/her ranking on the eligibility register, the number of candidates on the eligibility register, and his/her composite test score.

CHAPTER X – TRIAL EMPLOYMENT

Section 1. Trial Employment. Appointment to the classified service shall be on a trial basis for the period of time established by Wyoming State Statute.

Section 2. Withdrawal of Appointment. At any time during the trial period as established, an initial appointment to the Fire-EMS Department and Police Department may be withdrawn by the Appointing Authority if, in the judgment of the department chief, the conduct or capacity of the person appointed has not been satisfactory. Withdrawal of an appointment does not constitute disciplinary action, a discharge, or reduction for cause; therefore, provisions of Chapter XIII do not apply.

In the event of a withdrawal of appointment, City of Casper Rules and Regulations probationary discharge procedures will apply.

Section 3. Confirmation of Appointment. If, at the end of the trial period, it has been found that the conduct and capacity of the person appointed has been satisfactory, his/her appointment shall be documented.

CHAPTER XI – APPLICATIONS FOR PROMOTIONAL TESTING

Section 1. Requirements for Application.

a. Applications for examination for positions in the classified service shall be submitted to the City of Casper Human Resources Department and shall specify name, address, and such personal and background information deemed appropriate by the City of Casper Human Resources Department.

b. Application forms shall be available to applicants on the City of Casper website.

c. In order to test for any open position, a completed application must be received by the City of Casper Human Resources Department by the published deadline.

CHAPTER XII – EXAMINATION OF CANDIDATES FOR PROMOTION

Section 1. Examination Requirements. The Commission shall examine the qualifications and competency of all applicants for promotional positions for the Fire-EMS and Police Departments. Written examinations shall be approved by the Commission and conducted by the City of Casper Human Resources Department. Such examinations shall be related to the duties established for those positions for which the examination is scheduled and in accordance with State and Federal rules and regulations.

Section 2. Permitted Matter. All examinations shall be impartial and shall relate only to matters which will test the fitness of the persons to be examined for the position to be filled.

Section 3. Determination by Commission. The subjects covered in the examination shall be approved by the Commission.

No person shall be placed upon the Police eligibility list whose total aggregate percentage of proficiency is less than 75%.

No person shall be placed upon the Fire-EMS eligibility list whose total aggregate percentage of proficiency is less than 75% in each section of the testing process.

Section 4. Applicant to Receive Notice. Upon completion of the scoring of examinations, each candidate shall be advised of his/her scores and shall, upon request, be permitted to review his/her test results under proper supervision by the Human Resources Department. Candidates will receive, at a minimum, a percentage score for each category of each section of the examination.

Section 5. Review. An applicant may request a review of the testing process upon filing a written request with the Human Resources Department for such review with the Commission within ten (10) calendar days of the date the test scores are certified by the Commission. An applicant will be deemed to have waived any and all objections to the testing process unless the applicant shall have filed a written request for a review thereof within such ten (10) day period.

Upon a timely request for a review of the testing process as provided herein, the Commission, whenever in its judgment the interest of the public service requires it, may order a re-examination of applicants; and where it appears that an error or injustice has been done, shall have power to correct any error, decertify, or amend or revoke, or declare exhausted any schedule, eligibility list or certified list, or other paper or record. Notice shall be given to all persons affected by the alterations and the reason for every such action shall be recorded in full in the minutes of the Commission.

Section 6. Retaking Examination. An applicant who has failed an examination shall not be admitted to a subsequent examination for the same position within one (1) month from the date of the failed examination.

Section 7. Retention of Papers. All promotional examination papers shall be retained for five (5) years by the City of Casper Human Resources Department.

Section 8. Filling Vacancies.

a. Except as otherwise provided by law, no person may be employed or appointed in the Fire-EMS or Police Department except from the list of eligible persons certified by the commissions to the governing body.

b. Appointment of a person to the office of Fire Chief may be made from within or without the department and any appointment shall be based upon competitive examinations and merit. However, subject to equal qualifications, members of the department from the next lower grade shall be given preference for appointment to that office.

c. This section does not apply to the appointment, tenure or office of the Police Chief. However, if any member of the Police Department is appointed Police Chief, he shall remain on the list of eligible persons certified and his classification remains the same at the end of his term as Police Chief. (This provision does not apply to a Fire Chief or Police Chief with an employment contract.)

d. Fire-EMS Department. Each vacancy in positions within the Fire-EMS Department, if filled, shall be filled by promotion of a competent person from the next lowest grade.

e. Police Department. Each vacancy in positions within the Police Department, if filled, shall be filled by promotion of a competent person from the next lowest grade; and, the following time in grade requirements shall be observed:

No persons with less than four (4) years qualifying law enforcement service, of which no less than two (2) years has been served with the Casper Police Department and no less than two (2) years of previous qualifying law enforcement service was served within the three year period immediately preceding current employment with the Casper Police Department prior to the application deadline for a promotional examination shall be eligible for promotion to the rank of Grade 2; persons must complete at least one (1) year of service at Grade 2 prior to the application deadline for a promotional examination to be eligible for promotion to Grade 3; and, there shall be no in-service time requirement for promotion from Grade 3 to Grade 4.

Section 9. Notice. Notice of examination for promotion shall be posted in the office of the branch of service in which the promotion is to be made, at least forty-five (45) days in advance of such examination and shall state the character of the examination, who is admissible to it, the date upon which the receipt of application will close, and the date of the examination.

Section 10. Promotional Examination. An application for promotional examination must be filed by the applicant with the department head at least thirty (30) days before the date fixed for the examination. Subsequent promotional examinations may be held prior to the exhaustion of an existing promotional list.

Section 11. Promotional Criteria. Promotion shall be based on competitive examination and ascertained merit.

a. Competitive Examination. Subject to Commission approval and its determination of the relative weight to be assigned to each, testing shall consist of one or more of the following examinations: written, oral, or other. Examination shall be a practical test of the applicant's knowledge of the duties of the position to be filled by promotion and of the applicant's competence to satisfactorily discharge the same.

b. Ascertained Merit. Ascertained merit shall be based upon a report of the head of the department on efficiency, character, and conduct. The concerned department shall maintain personnel records for each employee, showing: (a) the quality of work performed; (b) the quantity of work performed; (c) his/her aptitude and capacity for initiative; (d) punctuality and attendance;

and, (e) character and habits, as far as it affects his/her efficiency and trustworthiness, and such record shall also show all fines and penalties imposed, and all commendations bestowed whenever these are a matter of record. Such record shall be open to the inspection of classified employees under proper supervision. The head of the department shall report all acts of unusual bravery to the Commission that the case may be rewarded by honorable mention.

If an oral examination is used, oral examinations for promotions shall be conducted by not less than two (2) examiners.

If an assessment center is used, the Civil Service Commission will approve the assessment center process.

c. Education Requirements. Educational requirements for specific promotions are as follows. Degrees must be from an accredited college and are required at the time of the promotion. (Effective July 1, 2018)

i. Fire-EMS Department:

- Promotion from Grade 2 to Grade 3A may require an Associate's Degree or equivalent college credits.
- Promotion from Grade 3A to Grade 3B may require a Bachelor's Degree or equivalent college credits.
- Promotion from Grade 3A or 3B to Grade 4 may require a Bachelor's Degree or equivalent college credits.
- Promotion from Grade 4 to Grade 5 may require a Bachelor's Degree or equivalent college credits.
- Promotion from Grade 4 to Grade 6 may require a Bachelor's Degree or equivalent college credits.

ii. Police Department:

- Promotion from Grade 1B to Grade 2 may require an Associate's Degree or equivalent college credits.
- Promotion from Grade 2 to Grade 3 may require an Associate's Degree or equivalent college credits.
- Promotion from Grade 3 to Grade 4 may require a Bachelor's Degree or equivalent college credits.
- Promotion from Grade 4 to Grade 5 may require a Bachelor's Degree or equivalent college credits.

d. Minimum Average. A list of eligibility for promotion shall be kept by the Commission and the Human Resources Department, and shall be certified by the Commission for the City Manager.

- i. Fire-EMS Department. No person shall be allowed to continue in the promotional examination process or be placed upon the eligibility list whose percentage of proficiency in each test is less than 75%.

ii. Police Department. No person who fails to attain an average of at least 75% aggregate score of proficiency on all competitive examination promotional criteria shall be deemed eligible for promotion or be placed upon the eligibility list.

e. Physical and/or Psychological Fitness. Physical and/or psychological fitness requirements as approved by the Commission may be made a part of the practical testing process for all promotional applicants. Those applicants who fail to meet these requirements shall become ineligible for promotion to the next highest rank.

Section 12. Certification of Scores. The Human Resources Department shall certify to the Commission the scores of all applicants on the examinations within the time prescribed by the Fire-EMS Department contract and within thirty (30) days for the Police Department.

Section 13. Selection of Applicant. The Police Chief or Fire Chief shall have the sole discretion to fill a promotional vacancy in their respective departments from the certified list of all eligible candidates, for which any such candidate's efficiency, character and past conduct may be taken into consideration for any such promotion. The Commission shall be notified of the name of the candidate promoted to any such position.

CHAPTER XIII – DISCHARGE AND REDUCTION FOR CAUSE

Section 1. Discharge and Reduction for Cause. Discharge from a department, or reduction in grade or compensation, or both, may be made by the Appointing Authority with the consent of the Commission, for any cause not political or religious, which will promote the efficiency of the service. Any discharge or reduction shall be effective upon consent of the Commission after a hearing.

Section 2. Request. The Appointing Authority shall make a request to the Commission for its consent to any discharge, reduction in grade or compensation, or suspension for more than 120 hours, specifying therein the grounds therefore, and requesting the Commission to set a hearing on the request. The Appointing Authority shall, at the same time, provide a copy of the request to the affected employee.

Section 3. Notice and Response.

a. Immediately after receipt of such request, the Commission or Hearing Examiner shall set a time and place for the hearing thereon, which shall be not less than ten (10) days nor more than twenty (20) days after receipt of such request. As soon as practicable, the Commission or Hearing Examiner shall notify the employee by notice served personally on him/her, or by mail, at his/her last known address, and the Appointing Authority of the time and place of the hearing. Such notice shall contain the following:

1. The time, place, and nature of the hearing;
2. The legal authority and jurisdiction under which the hearing is to be held;
3. The particular sections of the statutes and rules involved;
4. A short and plain statement of the matters asserted. If the Commission or other party is unable to state the matters in detail at the time the notice is served, the initial notice may be limited to a statement of the issues involved, and thereafter upon application, a more definite and detailed statement shall be furnished.

b. Any employee who is notified of a request that he or she be discharged or reduced in grade or compensation has the right to answer, in writing, the statement of the authority requesting discharge or reduction, and to file this with the Commission within five (5) business days of the Appointing Authority's request, as provided in Section 2. Such employee shall at the same time provide a copy of the response to the Appointing Authority.

Section 4. Waiver. An employee may waive his or her right to a hearing by submitting a signed, notarized letter to this effect to the Civil Service Commission in care of the City of Casper Human Resources Department. The waiver must be voluntary, knowing, and complete.

Section 5. Prehearing Requirements.

a. Time of Hearing. The Commission or Hearing Examiner shall proceed to hear the request at the time and place set in the notice. In the event the Commission, Hearing Examiner, or either party, shall request a resetting, then the Commission or Hearing Examiner may reset the matter for hearing at a time not more than thirty (30) days from that set in the original notice.

b. Docket. When a case is instituted by the filing of a request, the Commission or Hearing Examiner shall establish a separate file and docket of said case, which shall contain and show all pleadings pertaining thereto.

c. Default in Responding or Appearing. In the event of failure of the employee to respond or otherwise plead under these Rules, the Commission or Hearing Examiner may summarily proceed with an ex parte hearing on the request.

d. Discovery. The Commission, through its presiding officer or Hearing Examiner, upon application of any party shall issue a subpoena requiring the appearance of witnesses for the purpose of taking evidence, or requiring the production of any books, papers, or other documents relevant or material to the inquiry. Other discovery shall be available pursuant to the Wyoming Administrative Procedure Act.

Section 6. Hearing. At the date, time, and place of hearing, any party may be represented personally or by counsel, provided that such counsel be duly authorized to practice law in the State of Wyoming or is otherwise associated at the hearing with one or more attorneys authorized to practice law in this state.

Section 7. Order of Procedure at Hearing. As nearly as possible, hearings shall be conducted in accordance with the following order of procedure.

a. The Commission or Hearing Examiner shall announce that the hearing is convened upon the call of the docket number and title of the matter and case to be heard, and thereupon the Commission or Hearing Examiner shall note for the record the appearance of parties and their counsels of record.

b. Opening statements may be made.

c. The Appointing Authority shall proceed to present evidence. Witnesses may be cross-examined. All exhibits offered by and on behalf of the Appointing Authority shall be marked by numbers, beginning with "1".

d. The employee shall be heard in the same manner as the Appointing Authority. Each of employee's exhibits shall be marked separately so as to identify them, commencing with the letters of the alphabet, beginning with "A".

e. Each of the parties may offer rebuttal evidence within the discretion of and by order of the Commission or Hearing Examiner.

f. Closing statements, at the conclusion of the presentation of evidence, may be made by the representative of the parties.

g. After all proceedings have been concluded, the Commission or Hearing Examiner shall dismiss and excuse all witnesses and declare the hearing closed. The Commission shall take the case under advisement and the decision of the Commission shall be announced within a reasonable time.

Section 8. Witnesses to be Sworn. All persons testifying at any hearing before the Commission or Hearing Examiner shall stand and be administered the following oath by the presiding officer or Hearing Examiner:

"Do you swear (or affirm) to tell the truth, the whole truth, and nothing but the truth in this hearing?"

Section 9. Attorneys. The filing of an answer or other appearance by an attorney constitutes his/her appearance for the party for whom the pleading is filed. The Commission or Hearing Examiner shall be notified in writing of his/her withdrawal from any hearing. Any person appearing before the Commission or Hearing Examiner at a hearing in a representative capacity shall be precluded from examining or cross-examining any witness, unless such person shall be an attorney licensed to practice law in the State of Wyoming, or a nonresident attorney associated with a Wyoming attorney qualified to practice law in the State of Wyoming. This rule shall not be construed to prohibit any person from representing himself in any hearing before the Commission, but any such person appearing personally must abide by the Rules of Evidence and the Administrative Procedures Act under the laws of the State of Wyoming.

Section 10. Applicability of Wyoming Administrative Procedure Act. The hearing and all related matters shall be conducted as a contested case, pursuant to the Wyoming Administrative Procedure Act.

CHAPTER XIV - SUSPENSION

Section 1. Suspension Authority. The Appointing Authority may suspend subordinates within their respective departments for disciplinary purposes.

a. Suspensions of Sixteen (16) Hours or Less. A suspension of an employee without pay for sixteen (16) hours or less ordered by either the Police Chief or the Fire Chief for any given incident is a *De Minimis* deprivation for which the employee shall have no right of appeal or review by the Commission, and any such suspension shall be deemed to be final.

b. Suspensions of More than Sixteen (16) Hours but Less Than One Hundred Twenty (120) Hours. In the case of suspensions without pay of more than sixteen (16) hours but less than one hundred twenty (120) hours, written notice of the charges supporting the suspension shall be given to the employee and the Commission concurrently with the suspension, or as soon as practical thereafter. The affected employee may make written request for a hearing before the Commission within ten (10) days of the date of the written suspension notice. If requested, a hearing before the Commission or Hearing Examiner shall be scheduled at which the disciplinary action shall be reviewed. The procedure to be followed in such case shall be as outlined in Chapter XII, Section 6. The Commission may either uphold, or reverse, or modify the disciplinary action following the hearing. If not so requested, said hearing right shall be considered waived.

c. Suspensions of One Hundred Twenty (120) Hours or More. Suspensions without pay for a period of one hundred twenty (120) hours or more shall require the prior written consent of the Commission. In such case, written notice of the charges supporting the suspension shall be given to the affected employee and to the Commission, and the Commission or Hearing Examiner shall schedule a hearing. Following such hearing, the Commission may either issue its written consent, decline to do so, or issue its consent conditionally.

Section 2. Hearing. The affected employee and the appropriate department head shall be given notice of the time and place of any hearing at least five (5) days prior thereto. Continuances may be allowed by the Commission for good cause. All hearings before the Commission or Hearing Examiner shall be conducted as contested cases under the Wyoming Administrative Procedures Act.

Section 3. Waiver. The affected employee may waive his or her right to a hearing by submitting a signed, notarized letter to this effect to the Civil Service Commission in care of the City of Casper Human Resources Department. The waiver must be voluntary, knowing, and complete.

CHAPTER XV – PREDEPREVATION HEARING

Prior to suspension of 16 hours or more, demotion, or discharge, a Civil Service employee shall have the right to a pre-deprivation hearing with the Human Resources Director, or the Risk Manager, at the sole discretion of the Human Resources Director (“hearing officer”). Employee shall be notified of his or her right to this hearing in writing by the Chief of the Department or his or her designee at least five (5) business days before the hearing.

At this hearing, the employee shall be presented with the reasons for the disciplinary action and shall have an opportunity to present relevant information and rebuttal to the hearing officer. The employee shall have no right to have an attorney or any other representative present at this hearing.

Should the hearing officer find a reasonable basis for the proposed discipline, he or she shall so indicate in writing to the Chief of the Department and the employee and the discipline and its appeal process if applicable shall proceed pursuant to these rules.

Should the hearing officer find that there is no reasonable basis for the proposed discipline he or she shall report such finding in writing to Chief of the Department and the employee and the discipline will not be implemented and the employee shall be returned to duty if they were on administrative leave pending the discipline.

CHAPTER XVI – DELEGATION

The Commission may delegate any duty prescribed by these Rules, where such delegation is not prohibited by State or Federal Law.

CHAPTER XVII – RATIFICATION AND CONFIRMATION

The Commission ratifies and confirms the existing classifications and employees of the Fire-EMS and Police Departments which are not inconsistent with these Rules and Regulations.



☆ The Pet Gazette ☆

Brought to you by: Metro Animal Shelter

September 2019

We've all seen a Rin-Tin-Tin movie, or at least heard of them. So we might know of this famous dog, but who was Lee Duncan? American fighter pilot Lee Duncan had gone into the French countryside during WWI looking for a place to land and discovered a bombed-out town. Duncan landed near the town and found a partially collapsed dog kennel containing a starving German Shepherd dog and her litter of five puppies – all originally destined to be trained as German Army canines. Duncan took all six dogs back to his base; keeping two of the puppies himself. He named them Nanette and Rin-Tin-Tin, after a pair of French dolls given to American soldiers for luck.

After the war ended, Duncan managed to bring both dogs back to America, sadly Nanette got sick and did not survive quarantine. Rin-Tin-Tin was trained to perform multiple tricks and became a successful movie star until his death in 1932 at the age of 14.



ATTENTION MUGGLES!



From Sept 1 – Oct 31, you can adopt your own Familiar! Come to the Shelter and test your odds at our Cauldron of Chance for an adoption discount. Our animals have been sorted into Hogwarts Houses – **Gryffindor**, **Hufflepuff**, **Ravenclaw** and **Slytherin**...and they're waiting for you!



Thank you to all who support Shelter animals
– Metro Staff

FEATURE CREATURE!!



Say Hi to Ace. He was abandoned here by his owner and needs a new home. He is a neutered male, around 10-12 years old and needs a surgery to remove his eyes due to years of neglect. We've had him to the vet and are treating his eyes every day to make him more comfortable, but he needs a person with a great big heart so he can live the last chapter in his life in a loving home. Ace can't see anything, but he sure can hear your voice and feel you petting him – he is a kind boy. We are working on a plan for him to have the surgery he needs – if you'd like to meet this sweet dog, please come to the Shelter. There is no fee to adopt him. Please don't throw dogs away when they get old and gray...senior dogs are great!

GROUND CONTROL TO MAJOR TOM



Public Comment 2019-09-25 07:21 PM(MST) was submitted by Guest on 9/25/2019 9:21:36 PM (GMT-07:00) US/Mountain

Name	Value
Last Name	Fairbanks
First Name	Tara
Email Address	rippkat3@aol.com
Phone Number	3072677253
Comments	The seed limit on 2nd street being dropped to 20mph is horrible. I can see it being reduced one block before and after the hospital, that makes sense. However, the rest of 2nd should remain 30mph. Have there been accidents in this stretch of the road that residence need to know about? I don't recall there being anything like that.

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16060953&contextId=15932970&returnto=submissions>

Public Comment 2019-09-25 06:53 PM(MST) was submitted by Guest on 9/25/2019 8:53:22 PM (GMT-07:00) US/Mountain

Name	Value
Last Name	ennard
First Name	Tom
Email Address	isfp2@yahoo.com
Phone Number	3072771173
Comments	residential speed limits no more that 25 mph use portable cameras to catch people running stop lights and signs increase fines for not stopping step up enforcement of existing speed limits very rare do I see traffic officers patrolling

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16060821&contextId=15932970&returnto=submissions>

Public Comment 2019-09-23 12:08 PM(MST) was submitted by Guest on 9/23/2019 2:08:51 PM (GMT-07:00) US/Mountain

Name	Value
Last Name	Knickerbocker
First Name	Bill
Email Address	bill_knickerbocker@hotmail.com
Phone Number	3072620082
Comments	Second street from the hospital to downtown should be raised back to 30mph. Or at a minimum keep it at 20 near the entrance to the hospital and back to 30 until the Nic or library. At this time there are a ton of vehicles that do 30+ on that area, and with no enforcement there is a larger chance of an accident or road rage as those of us following the 20mph zone are slowing the speeders down. I often see vehicles weaving in and out of traffic or extreme tailgating on those doing the speed limit. The Hospital or City should create a better access to the emergency room turn in as it is crowded and not easily accessible plus people entering are usually under duress thus the past accidents, the speed limit is really not the cure to that issue.

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16049542&contextId=15932970&returnto=submissions>

Public Comment 2019-09-22 10:06 PM(MST) was submitted by Guest on 9/23/2019 12:06:34 AM (GMT-07:00) US/Mountain

Name	Value
Last Name	Long
First Name	Bonnie
Email Address	bonnielong77@aol.com
Phone Number	3038478466
Comments	Speed limit on 2nd at hospital 20 miles an hour too low and when you follow it people speed past you or tailgate. No consistency.

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16048217&contextId=15932970&returnto=submissions>

Public Comment 2019-09-22 05:40 PM(MST) was submitted by Guest on 9/22/2019 7:40:05 PM (GMT-07:00) US/Mountain

Name	Value
Last Name	Wales
First Name	Nicholas
Email Address	nicholaswales906@yahoo.com
Phone Number	3073716256
Comments	Please take the time to consider this, Since you changed part of 2nd St. to go further with the 20mph zone! Please put it back to 30, i can deal with bad drivers when in my car/truck, but when i am on my Motorcycle doing 20 i have been almost hit by BAD drivers more now than before, so at least consider patrolling more often, or at the least give tickets to those speeding in front of our CPD! Also, 15th St going East along Dean morgan should be a constant 20mph, the outside of the school, (sidewalk) gets used through out the year for running, respect out kids,. Now the Kicker, if and when caught Passing a School Bus, and VERIFIED as the actual DRIVER, not just the Auto, \$1000.00 fine and if you cant identify the driver, nail the Owner with at least \$500, bet they find out who was driving, if that is too much then let me know, so i can vote someone else in that thinks of our children first, not the GENERAL PUBLIC'S feelings, quit voting on stupid one nite ideas, try voting on something that will make an impact in a Positive way

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16048115&contextId=15932970&returnto=submissions>

Public Comment 2019-09-22 12:49 PM(MST) was submitted by Guest on 9/22/2019 2:49:02 PM (GMT-07:00) US/Mountain

Name	Value
Last Name	Wirth
First Name	Andrea
Email Address	andywirth@yahoo.com
Phone Number	3074410891
Comments	While looking at streets that need to be addressed....please consider the Coffman St from 25th to the school. That stretch is narrow with vehicles on the street the whole way, many blind areas and people drive through that like it is a raceway. While I no longer live on that street...I raised kids on W Coffman...and it was a constant worry. We had a dog killed there, vehicles side swiped and many close calls with kids. Thank you

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16047592&contextId=15932970&returnto=submissions>

Public Comment 2019-09-22 11:01 AM(MST) was submitted by Guest on 9/22/2019 1:01:09 PM (GMT-07:00) US/Mountain

Name	Value
Last Name Anderson	
First Name Dale	
Email Address dalea49@gmail.com	
Phone Number 3072623681	
Comments	In general I think speed limits are reasonable and appropriate. There are however, a few places where I think the limits should be raised. 1. Raise the limit in the area of the hospital where it was relatively recently reduced. If it needs to be lower near the hospital, lower it for a block or two, not all the way to downtown. 2. Much of 2nd Street from downtown out past the mall could be raised to 35 mph, with the exception of a reduced speed area for a couple of blocks either side of the hospital. 3. The limit on Metro Rd. from Bryan Stock to the landfill could be raised to 40. 4. the City should work with WYDOT to raise limits on WYDOT controlled roads such as Wyoming Blvd. Thank you for the opportunity to comment.

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16047562&contextId=15932970&returnto=submissions>

Public Comment 2019-09-22 07:30 AM(MST) was submitted by Guest on 9/22/2019 9:30:37 AM (GMT-07:00) US/Mountain

Name	Value
Last Name	Davis
First Name	Lorena
Email Address	lorydavis@bresnan.net
Phone Number	307-267-4667
Comments	The posted speed of 20mph is too slow on 2nd Street between Beech St. and McKinley Ave.

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16047513&contextId=15932970&returnto=submissions>

Public Comment 2019-09-21 08:12 PM(MST) was submitted by Guest on 9/21/2019 10:12:25 PM (GMT-07:00) US/Mountain

Name	Value
Last Name	Nelson
First Name	Christie
Email Address	nmgirl76@gmail.com
Phone Number	3072590431
Comments	As a frequent pedestrian crossing at 2nd and Conwell, I like the 20 MPH speed limit by Wyoming Medical center. Please keep!

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16047397&contextId=15932970&returnto=submissions>

Public Comment 2019-09-21 12:50 PM(MST) was submitted by Guest on 9/21/2019 2:50:55 PM (GMT-07:00) US/Mountain

Name	Value
Last Name	Ferguson
First Name	Douglas
Email Address	lfgllc@tribcsp.com
Phone Number	3072672065
Comments	20 mph on Second street from the hospital to downtown is ridiculous. There was nothing wrong with 30mph. Speed was not a factor in the accidents that occurred in that stretch. Inattentive driving, texting, drugs are to blame.

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16047314&contextId=15932970&returnto=submissions>

Public Comment 2019-09-21 12:24 PM(MST) was submitted by Guest on 9/21/2019 2:24:27 PM (GMT-07:00) US/Mountain

Name	Value
Last Name	Collette
First Name	Anthony
Email Address	tonytony675@gmail.com
Phone Number	3072677454
Comments	The speed limit down 2nd st by the hospital is too low. When I take this route and go the speed limit, cars typically pass me going 30. The variance of people that follow the speed limit and those that dont is too great. This can cause accidents. I typically cut down to 1st street to avoid the ridiculous speed limit. Thank you.

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16047301&contextId=15932970&returnto=submissions>

Public Comment 2019-09-21 09:18 AM(MST) was submitted by Guest on 9/21/2019 11:18:41 AM (GMT-07:00) US/Mountain

Name	Value
Last Name	Dollar
First Name	Rachel
Email Address	racheldollar307@gmail.com
Phone Number	3073770070

Comments The 20 mile an hour speed limit change on 2nd Ave, from Wyoming Medical Center to downtown, is just a scam to get additional revenue and should be reverted back immediately to its previous limit. How on earth is changing that speed limit to 20 miles an hour, not a money grab? It is absolutely 100% understandable the speed limit be lowered to 20 miles an hour for the Wyoming Medical Center streets; yes, that makes sense to ensure safety of all medical personnel, patients, and drivers. However, The extension of the 20 mile an hour speed limit serves no purpose except to get quick speeding ticket money from unwitting drivers. How is this motive extrapolated from the citizens? It's not straining to deduce when a police officer is sitting at one intersection with a speed gun, minimum, after the hospital, and tail drivers until they get to the library. Now, this is a standard occurrence every time I have the misfortune of driving down 2nd Street. My family and I will go so far not to entertain this egregious scheme and avoid that area of 2nd street and its businesses, altogether. When 2nd Avenue travel is unavoidable, I am sure to lock my speed at 10 miles an hour in order to save riding my breaks all the way down a hill. Here's hoping the next time a city Council member has to head down 2nd St to go to the bank, an appointment, a class, or for any other reason, has to pee real badly and gets stuck behind my 10 mph car. I do hope that council member can enjoy the view of a mediocre street stretch and the cops assigned to act as living traffic cameras. Mike Huber and his city council sycophants can find more creative ways to squander public resources; change it back.

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16047219&contextId=15932970&returnto=submissions>

Code Enforcement Complaint Form 2019-09-21 12:08 AM(MST) was submitted by Guest on 9/21/2019 2:08:02 AM (GMT-07:00) US/Mountain

Name	Value
Date	9/20/19
Your First Name	Crystal
Your Last Name	Lamorie
Email Address	Crystallamorie@gmail.com
Street	East A street
City	Casper
Zip Code	82601
Home Telephone:	
Cell Telephone	3072679883
Work Telephone	
Please describe the complaint	It's not fair to casper residents to be denied a room cause they live here and outrageous deposit if they do live here and for one my apartment wasn't livable a single mom can't afford a 300 dollar deposit on top of paying for the room just cause people fuck the rooms up don't mean everyone will

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16047122&contextId=161514&returnto=submissions>

Public Comment 2019-09-21 12:04 AM(MST) was submitted by Guest on 9/21/2019 2:04:54 AM (GMT-07:00) US/Mountain

Name	Value
Last Name	Matthews
First Name	Kelly
Email Address	kellymatthews2014@yahoo.com
Phone Number	3077973195
Comments	2nd street is complicated by the hospital entrance. I live at 6th & Washington. The ER entrance should be back on Conwell. 2nd St-as a very busy "cross town street" shouldn't have a street divider or ER entrance. This has just become a dangerous area & 20 mph isn't helping. Thank you

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16047120&contextId=15932970&returnto=submissions>

Public Comment 2019-09-20 03:41 PM(MST) was submitted by Guest on 9/20/2019 5:41:18 PM (GMT-07:00) US/Mountain

Name	Value
Last Name	Adams
First Name	Stephen
Email Address	steve_adams@bresnan.net
Phone Number	3072588025

Comments If the City Council is concerned about the speed limit around the hospital than post the 20 mph from Conwell to McKinley and not beyond McKinley until you get downtown traveling west. I don't believe the new speed limit will result in less crashes as the Council claims, there has already been several crashes since the new posting one being a roll over. Most of the crashes that have occurred around the hospital involved high speed (over the legal speed limit) or people that were under the influence at time and clearly had no regard to the legal speed limit. I believe the Council needs to reconsider their decision.

To view this form submission online, please follow the link below:

<http://www.casperwy.gov/form/one.aspx?objectId=16046743&contextId=15932970&returnto=submissions>



City of Casper
Public Services Department
Casper, Wyoming
82601



September 18, 2019

Mr. Chad Aagard, P.E.
Resident Engineer
Wyoming Department of Transportation
900 Bryan Stock Trail
Casper, Wyoming 82601

Re: WYDOT Project N212121, Casper Streets, Poplar St. & West 1st St., Natrona County

Dear Mr. Aagard:

Thank you for meeting with me the other day to discuss the City of Casper's desired enhancements for the Poplar Street and West 1st Street reconstruction project. From previous discussions with you, it is understood that WYDOT is planning on constructing a 10-ft pedestrian sidewalk on the upstream side of the bridge, with a 5-ft. walk on the downstream side. Casper City Council would like to see a 10-ft walk on both sides of the bridge deck and understands that the additional cost of approximately \$426,250 will be the responsibility of the City.

Additionally, City Council has agreed to accept a donation from the Platte River Trails Trust of up to \$100,000 to install two 'bulb-outs' on the bridge. The intent for these bulb-outs is to mimic those installed on the Robertson Road bridge over the North Platte River. The City has estimated these bulb-outs to cost \$45,000 each.

Connections to the Poplar Street corridor from adjacent pathways are a priority for the community and Council. Thank you for making the connections on both the north and south sides of the bridge to the pathways to the west. Thank you for also extending a 10-ft wide sidewalk along the eastside of the project from 1st Street to West Yellowstone Highway. Council would also like to see a connection north of the bridge to the pathway to the east. It is understood that the cost for this connection will be the City's responsibility and will likely cost \$75,000.

As with the bridge over the railroad tracks north of this project, decorative lighting is desired to be installed along the bridge over the North Platte River. The City will contract with a consultant for design of these improvements, but asks that the railing be reduced in height from that over the railroad tracks to more of a pedestrian scale, similar in height to the railing on Robertson Road bridge. The City has estimated the cost for this lighting to be \$125,000.

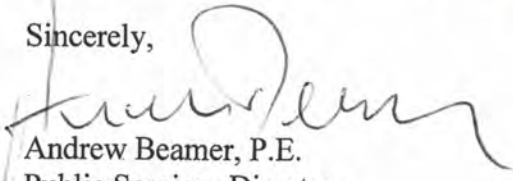
The City understands that WYDOT will undertake the design for widening the sidewalk on the bridge, installation of the bulb-outs, and for the connection north of the bridge to the pathway to

Fleet Maintenance 1800 E. K Street 307-235-8245 Fax-235-8417	Parks 1800 E. K Street 307-235-8281 Fax-235-8417	Streets 1800 E. K Street 307-235-8283 Fax-235-8417	Public Utilities 200 N. David 307-235-8213 Fax-234-0709	Engineering 200 N. David 307-235-8341 Fax-234-0709	Solid Waste 200 N. David 307-235-8246 Fax-235-7553
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Mr. Chad Aagard
September 18, 2019
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the east. Please let me know if you have any questions concerning the proposed work. The City of Casper looks forward to working with you on this project.

Sincerely,



Andrew Beamer, P.E.
Public Services Director

cc: J. Carter Napier, City Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 2nd day of July, 2019, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Wyoming Food Bank of the Rockies, P.O. Box 116, Mills, Wyoming 82644 ("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 1% #16 allocation to assist with the provision of human services.

C. The City will budget Twenty Thousand Dollars (\$20,000.00) for services as outlined in Contractor's application for 1%#16 funds.

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. Contractor shall distribute food through the core distribution program, Fighting Hunger Feeding Hope.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June, 2023.

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 budget Twenty Thousand Dollars (\$20,000.00).

4. METHOD OF PAYMENT:

Payments will be made quarterly for four years following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. This means Contractor may invoice the City One Thousand Two Hundred Fifty Dollars (\$1250.00) every quarter for four years. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

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. REPORTS

Contractor shall complete biannual reports. These reports will be due the on July 1 and January 2 of each year. The reporting form may be obtained from the City Manager's Office, and shall be turned back in to the City Manager's Office.

6. TERMS AND CONDITIONS:

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

7. 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

[Handwritten signature]

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

[Handwritten signature]
Fleur D. Tremel
City Clerk



[Handwritten signature]
Charles Powell
Mayor

WITNESS

CONTRACTOR
Wyoming Food Bank of the Rockies

By: *[Handwritten signature]*
Printed Name: Marshall Aster
Title: CFO

By: *[Handwritten signature]*
Printed Name: Eden Pulling
Title: President & CEO

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, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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