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REGULAR COUNCIL MEETING

Tuesday, August 5, 2014

6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. Smoking is Not Permitted.
- IV. Use of Cellular Telephones is Not Permitted, and Such Telephones Shall Be Turned Off or Otherwise Silenced During the Council Meeting.
- V. The Hearing Impaired Are Encouraged to Contact the City Manager's Office No Later Than 12:00 Noon on the Monday Preceding the Council Meeting, if Assistance is Required.
- VI. Wheelchair Bound Members of the Public Are Encouraged to Contact the City Manager's Office No Later than 12:00 Noon on the Monday Preceding the Council Meeting, if Additional Handicapped Parking is Required.
- VII. Speaking to the City Council (These Guidelines Are Also Posted at the Podium in the Council Chambers)
 - Clearly State Your Name and Address.
 - Please Keep Your Remarks Pertinent to the Issue Being Considered by the City Council.
 - Please Limit the Time of Your Presentation to Five Minutes or Less.
 - Please Do Not Repeat the Same Statements that Were Made by a Previous Speaker.
 - Please Speak to the City Council as You Would Like to Be Spoken To.

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JULY 15, 2014 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JULY 23, 2014

4. CONSIDERATION OF BILLS AND CLAIMS

5. PUBLIC HEARING

A. Minute Action

1. **Transfer of Retail Liquor License No. 2**, from GMRI, Inc., to **Red Lobster Hospitality LLC**, Located at 5010 East 2nd Street.

6. THIRD READING ORDINANCES

A. Consent

1. Consideration of a **Vacation and Replat** of Lots 10 & 11 and a Portion of Talon Drive, Mountain Plaza Addition No. 6 to Create **Wolf Creek Eight**, Generally located off Talon Drive South and West of Mountain Plaza Assisted Living; and a Rezoning of Proposed Lots 17 and 18, Wolf Creek Eight Addition, From PUD (Planned Unit Development) and R-4 (High Density Residential) to Entirely R-4 (High Density Residential).
2. Consideration of a **Vacation and Replat** of Tracts A, B, & C, Heritage Hills Addition No. 2 to Create **Heritage Hills Addition No. 3**, Generally Located Southeast of the Current South Beverly Street Terminus.

7. FIRST READING ORDINANCES

A. Amending **Chapter 2.60, Regarding the Public Service Code of Ethics.**

B. Amending **Chapter 2.64, Regarding Removal of Officials.**

C. Amending Certain Sections of **Title 6 of the Casper Municipal Code** Pertaining to **Permissible Off-Leash Areas.**

8. RESOLUTIONS

A. Consent

1. Authorizing a Lease Agreement with **Mountain Sports**, for the Operation of Ski and Snowboard Equipment Rental, for the 2014-2015 Ski Season, at the **Hogadon Ski Area.**
2. Adopting Priorities for Use of the **Optional 1%#15 Sales Tax** and **Committing Sales Tax Funds to Said Priorities.**

8. RESOLUTIONS (continued)

A. Consent

3. Authorizing a Contract for Professional Services with **API System Integrators**, in an Amount not to Exceed \$20,911, for the Purchase and Installation of a **Clean Agent Fire Suppression System**.
4. Authorizing a **Sublease Agreement** between the **Amoco Reuse Agreement Joint Powers Board, BP Products North America, Inc. and the City of Casper, and Rescinding Resolution No. 14-176**.
5. Authorizing the Mayor to Execute a “Consent” for a **Change of the Current Point of Diversion, and for an Additional Point of Diversion of Water** from the “Stroud Ditch” for Irrigation Purposes by **East Elkhorn Ranch, LLC**.
6. Approving a **Natrona County Plat, “Can Do Simple Subdivision,”** a Subdivision of a Portion of the E1/2E1/2, Section 20, Township 34 North, Range 79 West, Sixth Principal Meridian, Natrona County, Wyoming.
7. Authorizing a Contract for Professional Services with **K&K, for Siding Replacement at 139 Columbine Street**, in an Amount not to Exceed \$31,400.
8. Authorizing **Change Order No. 1** with Casper Electric, Inc., in the Amount of \$18,750, for the **Poplar Street and Midwest Avenue King Boulevard Traffic Signal Project**.
9. Authorizing Agreement with **WWC Engineering**, in the Amount of \$58,500, for Construction Administration Services for the **Robertson Road Trail Extension Project**.
10. Authorizing Agreement with **WLC Engineering, Surveying, Planning** in the Amount of \$62,650 for the **Old Yellowstone District Pedestrian Bridge, Pathway and Pavilion**.
11. Authorizing Contract for **Outside-City Water and Sewer Service** with **Granite Peak Development, LLC, Casper Crude to Rail Holdings, LLC, and CTran, LLC**, for the Casper Logistics Hub.
12. Authorizing **Outside-City Water Service Contract** with **Kevin Kalies, Tract 13, Rocky Mountain Packing Subdivision**.

9. MINUTE ACTION

A. Consent

1. Authorizing **Discharge of Uncollectible Accounts Receivables Balances**, in the Amount of \$5,223.84, as Outlined in Staff's Report Dated June 30, 2014.
2. Authorizing the Purchase of One **John Deere 1550 Terrain Cut Mower** from **Stotz Equipment**, Casper, Wyoming, to be Used in the Cemetery Section of the Parks Division, in the Amount of \$16,238.33, Before Trade In.
3. Authorizing the Purchase of One **John Deere 1600 Turbo Series II Mower** from **Stotz Equipment**, Casper, Wyoming, to be Used in the Park Division of the Public Services Department, in the Amount of \$48,752.24, Before Trade In.
4. Authorizing the Purchase of One **Redexim VertiDrain 7416 Deep Tine Aerator** from **Stotz Equipment**, Casper, Wyoming, to be Used in the Parks Department, in the Amount of \$22,895, Before Trade In.
5. Rejecting Bid from **Rocky Mountain Excavating, Inc.**, for the **Casper Events Center Refrigerant Ice Floor – Bid Package 2 Project**.
6. Authorizing the Sole Source Purchase of **Six Snow Guns**, from **Snow Machines Inc.**, Midland, Michigan, in the Amount Not to Exceed \$160,000.
7. Appointing **Glenn Januska** to an Unexpired Term Ending June 30, 2016, to the **Natrona County Travel & Tourism Council**.
8. Appointing **Vincent Crolla** to an Unexpired Term Ending December 31, 2016, to the **Historic Preservation Commission**.
9. Appointing **Jennifer Rohrer** to an Unexpired Term Ending December 31, 2015, to the **Central Wyoming Senior Services Board**.
10. Reappointing **Dave Dovala** to an Additional 3 year Term Ending December 31, 2016, to the **Civil Service Commission**.
11. Appointing **Dr. Michael Miller** to the **Community Action Partnership of Natrona County Board of Directors** to an Unexpired Term Ending June 30, 2018.

10. COMMUNICATIONS

A. From Persons Present.

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

12. ADJOURNMENT

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
July 15, 2014

Casper City Council met in regular session at 6:00 p.m., Tuesday, July 15, 2014. Present: Councilmen Bertoglio, Cathey, Goodenough, Hedquist, Hopkins, Powell, Sandoval, Schlager and Mayor Meyer.

Mayor Meyer led the audience in the Pledge of Allegiance.

Moved by Councilman Bertoglio, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the July 1, 2014, regular Council meeting, as published in the Casper-Star Tribune on July 10, 2014. Passed.

Moved by Councilman Bertoglio, seconded by Councilman Cathey, to, by minute action, approve payment of the July 15, 2014, bills and claims, as audited by City Manager Patterson. Councilman Hedquist noted he wished to abstain from voting on invoices pertaining to Hedquist Construction. Councilman Schlager abstained from voting on invoices pertaining to Fleming Supply and Wyoming Scenic Photography. Passed.

Bills & Claims
07/15/14

A Goetz	Refund	\$46.15
A Stedilie	Reimb	\$34.00
AAALandscaping	Services	\$524.27
Adecco	Services	\$1,324.18
AllianceElec	Services	\$714.94
AltitudeRecycling	Goods	\$150,106.50
AMBI	Services	\$1,156.84
AmericanCivilConstructors	Projects	\$224,735.00
AmericanEagleCleaning	Services	\$620.00
AtlanticElec	Services	\$651.75
AvonInternationalSafety	Goods	\$296,944.50
B Allen	Reimb	\$40.00
B Lang	Refund	\$57.69
B Wnuk	Reimb	\$66.00
BaldEagleLifts	Goods	\$23,000.00
BankOfAmerica	Goods	\$244,257.42
BarDSigns	Goods	\$454.00
Bentz'sTownPump	Goods	\$99.06
BillingsPoliceDept	Services	\$300.00
BoomtownSweeping	Services	\$1,824.22
Burns&McDonnellEngineering	Services	\$8,629.11
BWInsurance	Services	\$20,238.00
C Kidder	Reimb	\$1,500.79
CasperElectric	Services	\$18,900.00

CasperHousingAuthority	Refund	\$475.00
CasperMtnFireDistrict	Services	\$7,500.00
CasperMunicipalBand	Funding	\$117,181.72
CasperRecLeagues	Services	\$4,252.00
CATC	Funding	\$125,047.00
Centurylink	Services	\$11,305.16
ChildrensAdvocacyProject	Funding	\$30,000.00
CNFR	Refund	\$600.00
CommTech	Goods	\$17,128.10
Comtronix	Services	\$159.00
Coplogic	Services	\$8,361.00
CowdinCleaning	Services	\$1,243.94
D Crowell	Reimb	\$313.00
D Webb	Reimb	\$95.63
DansAutoElectric	Services	\$20.00
DeltaDental	Services	\$33,026.68
DeluxeBusinessChecks	Goods	\$44.80
DoubleDWelding	Services	\$845.00
DowntownDevelopmentAuth	Funding	\$1,450.05
DQLandService	Services	\$1,177.71
E Dash	Refund	\$61.11
E Taub	Refund	\$49.16
EcolabPest	Services	\$274.79
FirstData	Services	\$1,630.97
FirstInterstateCreditCard	Services	\$2,997.72
FirstInterstatePettyCash	Goods	\$712.08
G Jamie	Refund	\$24.02
G Marsh	Services	\$25,821.90
GKassay	Reimb	\$131.00
GolderAssociates	Services	\$1,440.00
Good2GoStores	Goods	\$502.16
GovtFinanceOfficers	Services	\$305.00
Granicus	Services	\$725.00
GreatOpenSpacesManagement	Services	\$100.00
GreensSewer	Services	\$118.00
Greiner	Goods	\$1,500.00
GroundEngineering	Services	\$1,000.00
GWMechanical	Services	\$10,706.72
H Larsen	Reimb	\$396.00
HarrisComputer	Services	\$69,883.00
HDR Engineering	Projects	\$6,371.78
HedquistConstruction	Projects	\$209,145.16
HighCountryConstruction	Projects	\$365,721.87
HilstonAppraisals	Services	\$3,000.00
Homax	Goods	\$591.45
Installation&Svc	Projects	\$48,651.05

InternationalColiseums	Projects	\$29,960.03
Interspec	Goods	\$4,080.00
IrrigationTech	Services	\$1,600.00
ISC	Services	\$10,702.00
ITCElec	Services	\$1,353.95
J Christopherson	Refund	\$150.00
J Eastin	Reimb	\$80.00
J Huston	Refund	\$51.34
J Kukay	Refund	\$7.09
J Maki	Reimb	\$97.98
J Richardson	Refund	\$25.89
J Seurer	Refund	\$682.85
JTiller	Reimb	\$494.12
JTLGroup	Services	\$2,516.24
JunteenthAssoc	Refund	\$150.00
K Ellifritz	Refund	\$57.69
K Peil	Refund	\$57.47
K Woodruff	Refund	\$75.00
KCWY-TV	Services	\$735.25
L Rakisits	Reimb	\$396.00
LaborReady	Services	\$13,462.84
LINA	Services	\$293.37
Linlog	Refund	\$17.15
LongBuildingTech	Services	\$324.00
M Chapman	Refund	\$41.78
M Kleinpeter	Refund	\$150.00
M Maton	Reimb	\$244.91
Manpower	Services	\$1,920.35
Mastercard	Services	\$1,708.83
McMurryReadyMix	Goods	\$1,626.76
MercerHouse	Funding	\$300.00
Microsoft	Services	\$3,901.00
MillsPolice	Services	\$2,499.99
Motorola	Goods	\$5,029.97
NatlDevelopmentCouncil	Services	\$833.33
NatronaCountyCommissioner	Services	\$11,825.50
NBSBenefits	Services	\$415.95
NCSheriffsOffice	Funding	\$274,453.48
NevesUniforms	Goods	\$454.58
NicolaysenArtMuesum	Refund	\$600.00
NIRA	Funding	\$16,000.00
OfficeStateLands	Services	\$650,067.62
OneCallofWy	Services	\$798.75
P Robbins	Refund	\$150.00
Paciolan	Services	\$2,137.10
ParamountConstruction	Projects	\$33,234.15

Pepsi	Goods	\$154.00
PhippsConst	Projects	\$22,100.00
PlatteRiverCrossing	Funding	\$125,592.00
PublicTechnology	Services	\$5,000.00
R Hieb	Reimb	\$794.29
RamshornConstruction	Projects	\$96,246.92
RegionalWater	Services	\$700,735.43
ResourceStaff	Services	\$2,113.34
RockyMtnPower	Services	\$72,527.58
S Bell	Reimb	\$49.99
S Daley	Reimb	\$282.00
S Gardner	Refund	\$47.44
S Nunn	Reimb	\$57.91
S Smith	Refund	\$10.87
SheetMetalSpec	Goods	\$129.84
Smarsh	Services	\$1,918.00
SpillmanTechnologies	Services	\$131,190.00
StantecConsult	Projects	\$49,141.00
SuperiorStructures	Goods	\$180.00
SuperiorTramway	Services	\$4.99
SuperSuds	Services	\$4.25
Sysco	Goods	\$2,716.36
T Carlson	Refund	\$31.46
T Cutrell	Reimb	\$1,520.25
T Elhart	Reimb	\$1,266.45
T Maranda	Refund	\$61.47
T Sheehan	Reimb	\$100.00
Terracon	Goods	\$330.00
TetraTech	Services	\$1,670.00
ThatcherCo	Goods	\$5,104.59
TownsquareMedia	Services	\$1,300.00
TriMountainConstruction	Refund	\$20.22
TVEyes	Services	\$1,200.00
UPS	Services	\$23.67
Verizon	Services	\$1,747.35
Viewpoint	Services	\$2,250.00
WardwellWater	Services	\$110.26
WaterControlCorp	Goods	\$1,034.28
WayneColemanConstruction	Projects	\$41,411.83
WERCSCommunications	Services	\$2,515.00
WesternPlainsLandscaping	Services	\$6,605.00
WesternWaterConsult	Services	\$63,189.06
WilliamsPorterDay	Services	\$640.00
WorthingtonLenhart&Carpenter	Services	\$4,425.13
WrightBrothers	Projects	\$170,585.28
WyAssocMunicipalities	Services	\$43,986.00

WyAssocRiskManagement	Services	\$925,253.00
WyBusinessCoalition	Services	\$4,990.00
Wycomp	Services	\$1,036.00
WyConferenceMuniCourts	Services	\$150.00
WyDeptRevenue	Taxes	\$25,079.16
WYDOT	Services	\$152.24
WyLawEnforcementAcademy	Services	\$719.07
WyNotaryDivision	Goods	\$30.00
WyRecovery	Refund	\$150.00
YouthCrisisCenter	Funding	\$4,714.51
Z Szekely	Services	\$550.00
Zunesis	Services	\$100,200.28
		\$5,809,222.23

Moved by Councilman Schlager, seconded by Councilman Hedquist, to, by minute action: establish August 5, 2014, as the public hearing date for the consideration of the transfer of Retail Liquor License No. 2, from GMRI, Inc., to Red Lobster Hospitality, LLC, 5010 East 2nd Street. Passed.

The following ordinances were considered, on third reading, by consent agenda.

ORDINANCE NO. 14-14
AN ORDINANCE AMENDING CERTAIN SECTIONS
OF TITLE 16 OF THE CASPER MUNICIPAL CODE
PERTAINING TO DIGITAL PLAT DATA SUBMISSION
STANDARDS.

WHEREAS, the City of Casper has identified a need to revise certain sections of the Casper Municipal Code pertaining to digital plat submissions; and,

WHEREAS, the City of Casper proposes to utilize the increase of digital mapping in both public and private organizations to facilitate the development of more efficient and accurate digital records; and,

WHEREAS, said digital plat submissions will improve the efficiency in data collection and reduce duplication among different entities; and,

WHEREAS, said digital plat submissions are consistent with digital standards being proposed for the submission of construction documents; therefore, assisting in providing consistent digital application standards within the City of Casper.

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

SECTION 1:

That Section 16.24.010 of the Casper Municipal Code, pertaining to final plats, is amended as follows:

R. A digital copy of the subdivision plat, annexation map, or replat shall be submitted as part of the final plat requirement and shall be in A GEOGRAPHIC INFORMATION SYSTEM (GIS) OR COMPUTER AIDED DESIGN (CAD) format.

1. File names shall be NAMED ACCORDING TO THE PLAT NAME WITH THE APPLICABLE EXTENSION.
 - a. ALL CAD FILES SHALL BE SUBMITTED IN .DWG FORMAT UTILIZING THE CAD TEMPLATE PROVIDED BY THE CITY OF CASPER. APPLICANTS MAY OBTAIN A COPY OF THE CAD TEMPLATE FROM THE CITY PLANNING OFFICE OR VIA THE CITY OF CASPER WEBSITE.
 - b. ALL GIS FILES SHALL BE SUBMITTED IN .SHP OR .GDB FORMAT, COMPATIBLE WITH THE CITY OF CASPER'S CURRENT GIS SOFTWARE, AND UTILIZING THE GIS TEMPLATE PROVIDED BY THE CITY OF CASPER. APPLICANTS MAY OBTAIN A COPY OF THE CITY OF CASPER GIS TEMPLATE FROM THE CITY PLANNING OFFICE OR VIA THE CITY OF CASPER WEBSITE.
2. DIGITAL SUBMISSION SHALL BE INCLUDED WITH THE ORIGINAL APPLICATION, IN ADDITION TO, ANY SUBSEQUENT SUBMISSIONS REQUIRING MODIFICATION OF THE ORIGINAL DATA. ORIGINAL DATA SUBMISSION, MODIFICATIONS THEREOF, AND FINAL FORM APPROVAL OF THE PLAT, MUST INCLUDE THE FOLLOWING:
 - a. ALL FEATURES IN LAYERING TEMPLATE, INCLUDING BUT NOT LIMITED TO: SUBDIVISION BOUNDARY LINES, LOT LINES, EASEMENT LINES, STREET RIGHTS-OF-WAY, THE POINT-OF-BEGINNING AND AT LEAST ONE OTHER CONTROL POINT, STREET CENTER LINES.
 - b. LOT EASEMENT AND SUBDIVISION BOUNDARY SHALL EITHER BE A CLOSED POLYLINE OR BE COMPOSED OF SINGLE LINES. ALL LOT, EASEMENT, AND BOUNDARY LINES SHALL BE BROKEN BY VERTICES ONLY AT LINE INTERSECTIONS, BEARING CHANGES OR THE START AND FINISH OF CURVES.
 - c. ALL STREET CENTERLINES AND EASEMENT LINES CAN ONLY BE BROKEN WHERE THE OBJECT STARTS OR ENDS. THERE MUST NOT BE GAPS IN CONTINUOUS LINES.
 - d. ALL LINE LENGTHS SHALL REPRESENT TRUE LENGTH. ALL ELEMENTS IN THE DRAWING SHALL RESIDE IN THE CORRECT COORDINATE SYSTEM.
 - e. CAD BLOCKS MAY NOT CAUSE GAPS IN ANY LINE OR POLYLINE WHEN EXPORTED TO ONE OF THE SPECIFIED FILE FORMATS.
 - f. CLOSURE IS CRITICAL IN CONVERTING CAD ELEMENTS TO GIS FEATURES. ALL POLYGON FEATURES SHALL BE SNAPPED TO CLOSE AND POLYLINE FEATURES SHALL BE SNAPPED TO CONNECT TO EACH OTHER.
 - g. DRAWING TEXT SHALL BE LOCATED IN A SEPARATE ANNOTATION LAYER. ANNOTATION SHOULD INCLUDE TEXT SHOWING BEARING AND DIRECTION OF EACH LINE SEGMENT,

CURVE DESCRIPTIONS (RADIUS, ARC LENGTH, DELTA, CHORD DIRECTION AND CHORD LENGTH) AND LOT AND BLOCK NUMBERS.

3. ALL DIGITAL SUBMISSIONS SHALL USE THE CITY COORDINATES SYSTEM. TABLE COORDINATES ARE NOT ACCEPTABLE. THE CITY'S COORDINATE SYSTEM IS:
 - a. HORIZONTAL CONTROL: STATE PLANE WYOMING EAST CENTRAL ZONE NAD 1983/86.
 - i. LINEAR UNITS SHALL BE US SURVEY FEET.
 - ii. REFERENCE EPOCH MUST BE DEFINED.
 - b. VERTICAL COORDINATE SYSTEM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)
 - c. ALL ELEVATION POINTS SHALL BE DELIVERED IN EITHER AN ESRI (.SHP OR .GDB), CAD (.DWG), OR AS A SINGLE COMMA - DELIMITED ASCII TEXT FILE. EACH LINE OF THE FILE SHALL CONTAIN VALUES FOR A SINGLE POINT UTILIZING THE CITY'S COORDINATE SYSTEM FOLLOWING THE SPECIFIED FORMAT: EASTING, NORTHING, ELEVATION, AND LOCATION DESCRIPTION/CODE.
 - d. A MINIMUM OF TWO CONTROL POINTS SHALL BE INCLUDED ON ALL SUBMITTED PLATS. EACH CONTROL POINT WILL INCLUDE NORTHING, EASTING, ELEVATION, CONVERGENCE ANGLE, AND COMBINED FACTOR VALUES. PUBLIC LAND SURVEY SYSTEM (PLSS) MONUMENTS ARE DESIRABLE, BUT NOT REQUIRED.
4. GIS DATA SHALL ALSO INCLUDE METADATA CREATED CONFORMING WITH THE STANDARDS SPECIFIED BY THE FEDERAL GEOGRAPHIC DATA COMMITTEE (FGDC) AND IN .PDF OR A TEXT BASED FILE FORMAT. METADATA SHALL BE PROVIDED IN KEEPING WITH FGDC GUIDANCE AND MAY BE OBTAINED FROM THE CITY PLANNING OFFICE OR VIA [HTTP://WWW.FGDC.GOV/METADATA/DOCUMENTS/METADATAQUICKGUIDE.PDF](http://www.fgdc.gov/metadata/documents/metadataquickguide.pdf).
5. DIGITAL SUBMISSION SHALL ALSO INCLUDE .PDF OF THE LOT CLOSURE REPORT REQUIRED PER SECTION 16.24.010(G)(1)(2) OF THE CASPER MUNICIPAL CODE.
6. DATA SHALL BE VIA THE CITY'S FTP SITE, EMAIL, OR OTHER DIGITAL DEVICE.
7. THE SUBMITTING PARTY WILL BE RESPONSIBLE FOR CORRECTIONS AND DELIVERING FINAL DIGITAL DATA TO THE CITY PRIOR TO RECORDING OF THE FINAL PLAT.
8. IF THE APPLICANT FAILS TO SUBMIT DIGITAL DATA IN ACCORDANCE WITH THIS SECTION WITHIN THIRTY (30) DAYS OF SUBSTANTIAL COMPLETION OF CONSTRUCTION, THEN THE CITY MAY, AT ITS OPTION, DO ANY OR ALL OF THE FOLLOWING: AFTER WRITTEN NOTICE TO THE APPLICANT OF ANY DIGITAL RECORDS WHICH HAVE NOT BEEN COMPLETED OR PROPERLY SUBMITTED, AND UPON

APPLICANT'S FAILURE TO CURE THE SAME WITHIN THIRTY (30) DAYS, THE CITY MAY COMPLETE THE DIGITAL RECORDS ON ITS OWN, OR HIRE A THIRD PARTY TO DO SO. THE APPLICANT SHALL TO PAY TO THE CITY ANY AND ALL COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS AND LITIGATION COSTS) RESULTING THEREFROM UPON DEMAND BY THE CITY. THE REMEDIES PROVIDED IN THIS SECTION ARE IN ADDITION TO ANY OTHER REMEDIES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, OR WHICH THE CITY MAY OTHERWISE HAVE AT LAW OR IN EQUITY, AND ARE NOT A LIMITATION UPON THE SAME.

SECTION 2:

That Section 16.25.050(0) of the Casper Municipal Code, pertaining to minor boundary adjustment plats, is amended as follows:

Upon approval of the boundary adjustment and prior to its recording, the applicant shall submit a digital format of the plat PER SECTION 16.24.010(R) OF THE CASPER MUNICIPAL CODE.

SECTION 3:

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

PASSED on 1st reading the 17th day of June, 2014.

PASSED on 2nd reading the 1st day of July, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 15th day of July, 2014.

ORDINANCE NO. 15-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE 13 AND 16 OF THE CASPER MUNICIPAL CODE PERTAINING TO DIGITAL AS-BUILT DATA SUBMISSION STANDARDS.

WHEREAS, the City of Casper has identified a need to revise certain sections of the Casper Municipal Code pertaining to digital as -built submissions; and,

WHEREAS, the City of Casper proposes to utilize the increase of digital mapping in both public and private organizations to facilitate the development of more efficient and accurate digital records; and,

WHEREAS, said digital as -built submissions will improve the efficiency in data collection and reduce duplication among different entities; and,

WHEREAS, said digital as -built submissions are consistent with digital standards being proposed for the submission of construction and record documents; therefore, assisting in providing consistent digital application standards within the City of Casper.

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

SECTION 1:

That Section 13.49.290 of the Casper Municipal Code, pertaining to urban stormwater quality management and discharge control is omitted in its entirety.

SECTION 2:

That Section 16.16.020 of the Casper Municipal Code, pertaining to general engineering principles for Casper streets and utilities, is amended as follows:

V. Survey Requirements.

1. General.

- a. Provide all necessary survey required for the proposed work. All engineering surveys required for the planning, design, and construction of infrastructure and appurtenances, including detailed layout and staking for installation, shall be the responsibility of the person, firm, or corporation requesting or receiving the permit to construct. Such surveys shall be made or performed by a professional engineer or land surveyor licensed to practice in the state of Wyoming.
2. Datum. All elevations shown on plans or drawings, or referred to in the specifications, shall be REFERENCED TO NAVD 88(GEOID12A) AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY.
3. Survey data shall be compatible with the City of Casper GIS and CAD INFRASTRUCTURES, ALL DATA MUST BE HORIZONTALLY REFERENCED TO NAD 83(86) STATE PLANE EAST CENTRAL ZONE, SURVEY FEET AT GRID.
4. EACH DIGITAL SUBMISSION SHALL SHOW AT LEAST FOUR CORNERS WITH WYOMING STATE PLANE COORDINATES (X, Y AND Z) IN NAD 83 DATUM. THE CONVERGENCE ANGLE AND COMBINATION FACTOR SHALL BE SHOWN ON ALL FINAL DRAWINGS.

DD. Documents.

1. General. Construction documents shall consist of drawings representative of the work to be performed, general and special provisions, and technical specifications.

THE CITY OF CASPER WILL LEVERAGE THE INCREASED USE OF DIGITAL MAPPING IN PUBLIC AND PRIVATE ORGANIZATION TO FACILITATE THE DEVELOPMENT OF MORE EFFICIENT AND ACCURATE DIGITAL RECORDS. IN ADDITION TO STANDARD PAPER DOCUMENTS, THE OWNER/CONTRACTOR/ENGINEER/DEVELOPER WILL SUBMIT DIGITAL DRAWINGS OF ALL SUBDIVISIONS, SITE CONSTRUCTION, BUILDING CONSTRUCTION OR OTHER CONSTRUCTION THAT MODIFIES EXISTING UTILITY OR TRANSPORTATION INFRASTRUCTURE OR INCLUDES THE ADDITION OF AFOREMENTIONED INFRASTRUCTURE. TO EXPEDITE THE REVIEW OF SUBMISSIONS, THE CITY OF CASPER REQUESTS APPLICABLE DIGITAL DATA BE DELIVERED IN COMPUTER AIDED DESIGN (CAD) AND GEOGRAPHIC INFORMATION SYSTEM (GIS) FORMATS AS DESCRIBED IN THE BELOW REQUIREMENTS. TO OBTAIN A COPY OF THE GIS DATA OR CAD (DWS or DWT) TEMPLATES CONTACT THE CITY OF CASPER ENGINEERING OR GIS DEPARTMENTS.

2. Construction DOCUMENTS.
 - a. Construction drawings shall contain sufficient detail and information to determine construction costs and to construct the improvements. Standard drawing sheet size shall be thirty-four inches by twenty-two inches. "Half size" (seventeen inches by eleven inches) plan sheets may be used, provided all information on the drawings is legible.
 - b. Plan and profile sheets shall have a horizontal scale not less than one inch equals fifty feet, and an appropriate vertical scale. Drawings shall accurately represent the extent of infrastructure improvements and appurtenances (e.g., service lines and manholes) and utility conflict locations.
 - c. Plan information shall include street alignment; parcel lines; right -of way; proposed back of sidewalk, street centerline; curb and gutter or curbside, demolition and salvage; proposed alignments of water lines and sewer lines; existing underground utilities; length and grade of pipes; pipe material and size; location of manholes, valves, and fire hydrants; pavement rehabilitation; and any other work relevant to the project.
 - d. Profile information shall include estimated depths of existing underground utilities and alignments of proposed utilities. Proposed underground utilities shall include grades, stationing, and lengths.
 - e. Preliminary, final, and record drawings shall be in computer-aided drafting format. Digital format shall be compatible with the city's CAD system.
 - f. Two copies of the "draft" construction drawings and project manuals shall be submitted to city engineering office staff for review.
 - g. A traffic control plan in construction drawings, at an appropriate scale shall be included. The plan shall depict phased construction of the project to minimize inconvenience to local traffic and homeowners, as necessary.
8. Record Documents.
 - a. Consultant shall provide to the city of Casper record drawings showing those changes made during the construction process, based on the consultant's observation, marked -up prints, drawings, and other data furnished by the contractor.
 - b. Within thirty days of substantial completion of construction, developer or engineer shall submit one hard copy and one copy in digital PDF format VIA THE CITY'S FTP SITE, EMAIL, OR OTHER APPROVED DIGITAL DEVICE. The hard copy shall be on EITHER THIRTY-four inches by TWENTY-TWO inches OR SEVENTEEN INCHES BY ELEVEN INCHES reproducible four-mil mylar. The digital copy MUST be in AutoCAD AND GIS formats. CAD DIGITAL DELIVERABLES MUST BE COMPATIBLE WITH THE CITY OF CASPER' S CURRENT AUTOCAD SOFTWARE, AND UTILIZING THE CAD (DWT) TEMPLATE PROVIDED BY THE CITY OF CASPER. APPLICANTS MAY OBTAIN A COPY OF THE CITY OF CASPER CAD TEMPLATE FROM THE CITY ENGINEERING OFFICE OR VIA THE CITY OF CASPER WEBSITE.
 - c. ALL CAD DATA DEVELOPED FOR RECORD DOCUMENTS MUST BE SUBMITTED TO THE CITY OF CASPER ENGINEERING OFFICE WITHIN THIRTY DAYS OF SUBSTANTIAL COMPLETION. ALL SUBMITTED CAD DATA MUST ADHERE TO THE NATIONAL CAD STANDARD (NCS) VERSION 5 LAYERING CONVENTION. APPLICANTS MAY OBTAIN A COPY OF THE CITY OF CASPER CAD (DWS) STANDARDS FILE FROM THE CITY ENGINEERING OFFICE OR VIA THE CITY OF CASPER WEBSITE.

- d. THE FILE NAMING CONVENTION FOR ALL DIGITALLY SUBMITTED CAD OR GIS DATA SHALL BE NAMED ACCORDING TO PLAN/PROJECT NAME FOLLOWED BY DRAWING DESIGNATION (PRELIMINARY, FINAL, RECORD), DATE DELIVERED, WITH THE EXTENSION .DWG FOR CAD TYPE, .SHP(PLUS RELATED FILES) FOR SHAPEFILE, AND .GDB FOR FILE GEODATABASES.
- e. CAD AND GIS DIGITAL DELIVERABLES MUST ADHERE TO FUNDAMENTAL TOPOLOGIC AND CARTOGRAPHIC RULES INCLUDING BUT NOT LIMITED TO: POINTS MUST BE CONNECTED TO LINES AND LINES MUST BE BROKEN AT INTERSECTIONS WITH POINTS.
- f. WITHIN THIRTY DAYS OF SUBSTANTIAL COMPLETION OF CONSTRUCTION, DEVELOPER OR ENGINEER MUST SUBMIT VIA FTP, EMAIL, OR OTHER DIGITAL DEVICE A GIS digital file compatible with the city of Casper GIS INFRASTRUCTURE showing all new improvements WILL be provided with the record documents INCLUDING BUT NOT LIMITED TO: TRANSPORTATION, TRAFFIC, RECREATION, AND UTILITY RELATED FEATURES. TO OBTAIN A COMPREHENSIVE LISTING OF FEATURES OR A COPY OF THE FEATURE SCHEMAS INCLUDED WITHIN THE CITY OF CASPER GIS DATABASE CONTACT THE GIS OFFICE. FOR INCLUSION IN THE CITY OF CASPER GIS INFRASTRUCTURE ALL DATA MUST BE HORIZONTALLY REFERENCED TO NAD 83(86) STATE PLANE EAST CENTRAL ZONE, SURVEY FEET AT GRID AND ALL VERTICAL MEASURES WILL BE REFERENCED TO NAVD 88(GEOID12A).
- g. THE OWNER/SUBDIVIDER/ENGINEER/CONTRACTOR WILL PROVIDE RECORD DRAWINGS, SIGNED AND STAMPED BY THE ENGINEER DEPICTING THE ACTUAL CONFIGURATION AND CONDITIONS AFTER CONSTRUCTION. RECORD DRAWINGS SHALL INCLUDE LOCATION AND ELEVATIONS FOR ALL UTILITY AND TRANSPORTATION INFRASTRUCTURE. ONE SET OF REPRODUCIBLE RECORD DRAWINGS ON MYLAR AND ONE SET IN DIGITAL FORMAT, IN ADDITION TO, COMPATIBLE DIGITAL CAD AND GIS FORMATS THAT ADHERE TO THE CITY'S DRAFTING AND GIS PROGRAMS SHALL BE PROVIDED TO THE CITY ENGINEER'S OFFICE PRIOR TO THE ISSUANCE OF THE LETTER OF COMPLETION AND START OF THE WARRANTY PERIOD.
- h. IF THE APPLICANT FAILS TO SUBMIT DIGITAL DATA IN ACCORDANCE WITH THIS SECTION WITHIN THIRTY (30) DAYS OF SUBSTANTIAL COMPLETION OF CONSTRUCTION, THEN THE CITY MAY, AT ITS OPTION, DO ANY OR ALL OF THE FOLLOWING: AFTER WRITTEN NOTICE TO THE APPLICANT OF ANY DIGITAL RECORDS WHICH HAVE NOT BEEN COMPLETED OR PROPERLY SUBMITTED, AND UPON APPLICANT'S FAILURE TO CURE THE SAME WITHIN THIRTY (30) DAYS, THE CITY MAY COMPLETE THE DIGITAL RECORDS ON ITS OWN, OR HIRE A THIRD PARTY TO DO SO. THE APPLICANT SHALL TO PAY TO THE CITY ANY AND ALL COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, COURT COSTS AND LITIGATION COSTS) RESULTING THEREFROM UPON DEMAND BY THE CITY. THE REMEDIES PROVIDED IN THIS SECTION ARE IN ADDITION TO ANY OTHER REMEDIES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, OR WHICH THE CITY MAY OTHERWISE HAVE AT LAW OR IN EQUITY, AND ARE NOT A LIMITATION UPON THE SAME.

SECTION 3:

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

PASSED on 1st reading the 17th day of June, 2014.

PASSED on 2nd reading the 1st day of July, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 15th day of July, 2014.

Councilman Bertoglio presented the two (2) foregoing consent agenda ordinances for adoption, on third reading. Seconded by Council Hopkins. Passed.

The following ordinances were considered, on second reading, by consent agenda.

ORDINANCE NO. 16-14

AN ORDINANCE APPROVING A PLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE SHERIDAN HEIGHTS ADDITION NO. 3 IN THE CITY OF CASPER, WYOMING.

ORDINANCE NO. 17-14

AN ORDINANCE APPROVING A REPLAT CREATING WOLF CREEK EIGHT, A SUBDIVISION AGREEMENT, AND ZONE CHANGE OF LOTS 17 AND 18 IN THE WOLF CREEK EIGHT ADDITION IN THE CITY OF CASPER, WYOMING.

ORDINANCE NO. 18-14

AN ORDINANCE APPROVING THE ANNEXATION OF A 1.467-ACRE PARCEL; A VACATION AND REPLAT OF TRACT A, WOLF CREEK EIGHT ADDITION, AND LOTS 2, 3, AND 4, AND WEST 37TH STREET, MOUNTAIN PLAZA ADDITION NO. 5, TO CREATE THE WOLF CREEK NINE ADDITION; AND A REZONING OF THE PROPOSED WOLF CREEK NINE ADDITION TO R-2 (ONE UNIT RESIDENTIAL); AND APPROVING THE WOLF CREEK NINE ADDITION SUBDIVISION AGREEMENT.

ORDINANCE NO. 19-14

AN ORDINANCE APPROVING THE VACATION AND REPLAT OF TRACTS A, B, AND C, HERITAGE HILLS ADDITION NO. 2 TO CREATE THE HERITAGE HILLS ADDITION NO. 3, AND APPROVING THE SUBDIVISION AGREEMENT FOR THE PROPOSED HERITAGE HILLS ADDITION NO. 3

Councilman Bertoglio presented the foregoing four (4) ordinances for adoption, on second reading, by consent agenda. Seconded by Councilman Sandoval. Councilman Cathey voted nay on Ordinance No. 18-14, passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 14-189

A RESOLUTION APPROVING A SITE PLAN FOR THE CONSTRUCTION OF A THREE STORY, 36 -UNIT APARTMENT BUILDING ON LOT 1, HUNT ADDITION NO. 3; AND APPROVING THE ASSOCIATED SITE PLAN AGREEMENT.

RESOLUTION NO. 14-190

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. FOR ON-GOING STUDIES, TASKS, AND ACTIVITIES REGARDING WATER RIGHTS AND WATER SUPPLY ACTIVITIES.

RESOLUTION NO. 14-191

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING, SURVEYING AND PLANNING FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE FIRST STREET IMPROVEMENTS PROJECT.

RESOLUTION NO. 14-192

A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH THE UNIVERSITY OF WYOMING COOPERATIVE EXTENSION SERVICE.

RESOLUTION NO. 14-193

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ACCESS PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE WEST YELLOWSTONE HIGHWAY AND POPLAR STREET INTERSECTION.

RESOLUTION NO. 14-194

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH NEVEREST EQUIPMENT COMPANY.

RESOLUTION NO. 14-195

A RESOLUTION AUTHORIZING SUBMISSION AND ACCEPTANCE OF A GRANT FROM THE WYOMING DEPARTMENT OF TRANSPORTATION'S TRANSPORTATION ALTERNATIVES PROGRAM FOR ADA RAMPS, SIDEWALKS, AND SCHOOL ZONE FLASHERS FOR CASPER AREA SCHOOLS.

RESOLUTION NO. 14-196

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GSG ARCHITECTURE, FOR PROFESSIONAL SERVICES FOR CONSTRUCTION DOCUMENTS, CONSTRUCTION ADMINISTRATION AND MATERIAL TESTING OF THE SOLID WASTE SANITATION TRUCK BARN EXPANSION.

RESOLUTION NO. 14-197

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING AND CONSTRUCTION, LLC, FOR THE 1ST STREET IMPROVEMENTS PROJECT.

RESOLUTION NO. 14-198

A RESOLUTION ESTABLISHING RATES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION, RECYCLING AND DISPOSAL AT THE CASPER REGIONAL SOLID WASTE FACILITY, AND RESCINDING RESOLUTION NO. 13-310.

RESOLUTION NO. 14-199

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE STATE SMALL BUSINESS CREDIT INITIATIVE/LARAMIE CONSORTIUM OF PARTICIPATING MUNICIPALITIES JUNE 30, 2014 CERTIFICATION ON USE-OF-ALLOCATED FUNDS.

RESOLUTION NO. 14-200

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY AND GRIZZLY EXCAVATING AND CONSTRUCTION, LLC IN CIVIL ACTION NO. 95302.

Councilman Hopkins presented the foregoing twelve (12) resolutions for adoption. Seconded by Councilman Powell. Councilman Goodenough voted nay on Resolution No. 14-199 and Councilman Sandoval voted nay on Resolution No. 14-197. Passed.

Moved by Councilman Schlager, seconded by Councilman Cathey, to, by consent minute action, reject bid received for the Solid Waste Facility Electronic Waste Building Extension Project; and reappoint Brettnee Tromble, and appoint Peter Fazio, to the Downtown Development Authority Board of Directors, for four-year terms expiring June 30, 2018. Passed.

Individuals addressing the Council was: Gabriel Phillips, 142 South Center Street regarding government spending.

Mayor Meyer noted the next meetings of the City Council will be work sessions to be held at 4:30 p.m., Tuesday, July 22, 2014, and at 7:00 a.m., Friday, July 25, 2014, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, August 5, 2014, in the Council Chambers.

Moved by Councilman Cathey, seconded by Councilman Schlager, to, by minute action adjourn. Councilmen Goodenough and Sandoval voted nay, passed.

The meeting was adjourned at 6:35 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

4 DIMENSIONAL LIGHTING

624-1 RETAIN PAY REC CENTER LIGHTING

(\$831.74)

(\$831.74) Subtotal for Dept. Capital Projects

624-1 REC CENTER LIGHTING RETROFIT

\$16,634.75

\$16,634.75 Subtotal for Dept. City Manager

\$15,803.01 Subtotal for Vendor

71 CONSTRUCTION, INC.

12733 2014 SANITARY SEWER IMPROVEMEN

\$18,384.00

\$18,384.00 Subtotal for Dept. Sewer

1554-7 2013 ARTERIAL AND COLLECTOR

\$1,384.00

3869 HOT MIX

\$4,437.55

\$5,821.55 Subtotal for Dept. Streets

\$24,205.55 Subtotal for Vendor

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

14-07-254 POSTAGE

\$1.26

\$1.26 Subtotal for Dept. Balefill

14-07-258 POSTAGE

\$5.73

14-06-543 POSTAGE

\$17.19

\$22.92 Subtotal for Dept. Casper Events Center

14-07-253 POSTAGE

\$18.14

\$18.14 Subtotal for Dept. City Attorney

14-07-256 POSTAGE

\$1.82

\$1.82 Subtotal for Dept. City Manager

14-07-265 PASTAGE

\$0.88

\$0.88 Subtotal for Dept. Council

14-07-257 POSTAGE

\$24.77

\$24.77 Subtotal for Dept. Engineering

14-07-259 POSTAGE

\$425.70

\$425.70 Subtotal for Dept. Finance

14-07-260 POSTAGE

\$7.54

\$7.54 Subtotal for Dept. Fire

14-07-261 POSTAGE

\$13.81

14-06-546 POSTAGE

\$7.89

\$21.70 Subtotal for Dept. Fort Caspar

14-07-255 POSTAGE

\$24.38

\$24.38 Subtotal for Dept. Health Insurance

14-07-263 POSTAGE

\$98.97

\$98.97 Subtotal for Dept. Human Resources

14-07-267 POSTAGE

\$379.31

\$379.31 Subtotal for Dept. Police

14-07-268 POSTAGE

\$8.05

\$8.05 Subtotal for Dept. Property & Liability Insurance

14-06-553 POSTAGE

\$2.20

\$2.20 Subtotal for Dept. Recreation

14-07-269 POSTAGE

\$25.38

\$25.38 Subtotal for Dept. Refuse Collection

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

\$1,063.02 Subtotal for Vendor

AAA LANDSCAPING

6055 LANDSCAPING SERVICE

\$180.00

\$180.00 Subtotal for Dept. Balefill

5998 IRRIGATION BOOMTOWN MOTOCROSS

\$5,819.04

\$5,819.04 Subtotal for Dept. Capital Projects

\$5,999.04 Subtotal for Vendor

ADBAY.COM

6432 3 MINUTE EDUCATIONAL AWARENESS

\$2,975.00

6433 3 MINUTE EDUCATIONAL AWARENESS

\$850.00

\$3,825.00 Subtotal for Dept. Streets

\$3,825.00 Subtotal for Vendor

ADECCO USA, INC.

67213488 LANDFILL LITTER CREW

\$2,088.90

67204426 LANDFILL LITTER CREW

\$1,702.80

67194901 LANDFILL LITTER CREW

\$841.50

67222591 LANDFILL LITTER CREW

\$1,900.80

\$6,534.00 Subtotal for Dept. Balefill

67213488 REAR LOAD HELPER

\$702.90

67222591 REAR LOAD HELPER

\$633.60

67204426 REAR LOAD HELPER

\$633.60

\$1,970.10 Subtotal for Dept. Refuse Collection

\$8,504.10 Subtotal for Vendor

ADVANCED THERMAL SOLUTIONS INC.

1332-4467 REPAIR BEER COOLER, ICE MACHIN

\$238.00

1332-4506 BROILER HEATING ELEMENT REPAIR

\$1,831.44

1332-4464 ICE MACHINE, REPLACE CONTROL B

\$317.89

1332-4520 KEG COOLER REPAIRS

\$629.68

\$3,017.01 Subtotal for Dept. Golf Course

\$3,017.01 Subtotal for Vendor

AIRGAS INTERMOUNTAIN, INC.

9919453724 WELDING SUPPLIES

\$147.50

\$147.50 Subtotal for Dept. Balefill

9919453724 WELDING SUPPLIES

\$147.50

\$147.50 Subtotal for Dept. Refuse Collection

\$295.00 Subtotal for Vendor

ALISA COX

RIN0024065 BOOT REIMBURSEMENT

\$71.40

\$71.40 Subtotal for Dept. Parks

\$71.40 Subtotal for Vendor

ALLIANCE ELECTRIC LLC.

3792 REPAIR UNDERGROUND WATER FOUNT

\$163.89

\$163.89 Subtotal for Dept. Buildings And Grounds

\$163.89 Subtotal for Vendor

AMERICAN EAGLE CLEANING, LLC

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

4012 JANITORIAL SERVICES	\$2,150.00	
4016 PRESSURE WASH E-WASTE BLDG.	\$437.50	
3989 JANITORIAL SERVICE	\$2,150.00	
	\$4,737.50	Subtotal for Dept. Balefill
4015 PRESSURE WASH TRUCKS	\$500.00	
4036 PRESSURE WASH TRUCKS	\$500.00	
4010 PRESSURE WASH TRUCKS	\$500.00	
	\$1,500.00	Subtotal for Dept. Refuse Collection
	\$6,237.50	Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.

80-109360 TITLE FEES	\$100.00	
80-109352 TITLE FEES	\$100.00	
	\$200.00	Subtotal for Dept. Balefill
	\$200.00	Subtotal for Vendor

AMERIGAS - CASPER

801816598 PROPANE	\$78.64	
801840227 PROPANE	\$78.64	
	\$157.28	Subtotal for Dept. Balefill
	\$157.28	Subtotal for Vendor

ANGELA ALLEY

RIN0024069 PARK REFUND	\$150.00	
	\$150.00	Subtotal for Dept. Recreation
	\$150.00	Subtotal for Vendor

ARCADIS U.S., INC.

0604944 ENGINEERING SERVICES	\$8,550.92	
0601329 ENGINEERING SERVICES	\$5,999.30	
	\$14,550.22	Subtotal for Dept. Garage
0602941 ENGINEERING SERVICES	\$3,430.00	
	\$3,430.00	Subtotal for Dept. Waste Water
	\$17,980.22	Subtotal for Vendor

ASBESTOS & TECHNICAL SVCS., LLC.

142438 ASEBSTOS REMOVAL, ROOF REPAIR	\$3,600.00	
	\$3,600.00	Subtotal for Dept. Buildings & Grounds
	\$3,600.00	Subtotal for Vendor

BAR-D SIGNS, INC.

26369 STRIPING TRUCK	\$801.83	
	\$801.83	Subtotal for Dept. Metro Animal
26166 REPAIR STRIPING ON CAR	\$73.34	
	\$73.34	Subtotal for Dept. Police
	\$875.17	Subtotal for Vendor

BENTZ'S TOWN PUMP

RIN0024107 FUEL	\$25.14	
	\$25.14	Subtotal for Dept. Garage
	\$25.14	Subtotal for Vendor

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

BEST WESTERN RAMKOTA HOTEL 247057 METH CONF SPEAKER ROOMS

\$1,551.43
\$1,551.43 Subtotal for Dept. Police Grants
\$1,551.43 Subtotal for Vendor

BILL SALISBURY RIN0024086 CLOTHING ALLOWANCE

\$75.00
\$75.00 Subtotal for Dept. Balefill
\$75.00 Subtotal for Vendor

BLAIR, DANYEL/PARIS 0022509940 DEPOSIT/CREDIT REFUND

\$27.20
\$27.20 Subtotal for Dept. Water
\$27.20 Subtotal for Vendor

BOOMTOWN COMMERCIAL SWEEPING, LLC. 3167 WEED CONTRACTOR

\$2,054.60
\$2,054.60 Subtotal for Dept. Code Enforcement
\$2,054.60 Subtotal for Vendor

BRADY WEBSTER RIN0024055 BOOT REIMBURSEMENT

\$51.97
\$51.97 Subtotal for Dept. Balefill
\$51.97 Subtotal for Vendor

BRENNTAG PACIFIC, INC.

BPI432202 FERRIC
BPI434860 FERRIC
BPI428233 FERRIC
BPI434861 FERRIC
BPI432203 FERRIC
BPI432669 FERRIS
BPI432668 FERRIC
BPI432204 FERRIC
BPI432667 FERRIC

\$11,500.42
\$14,231.62
\$14,292.98
\$13,893.58
\$12,355.19
\$5,027.39
\$14,028.79
\$13,703.75
\$12,923.30
\$111,957.02 Subtotal for Dept. Water Treatment Plant
\$111,957.02 Subtotal for Vendor

BRETT GOVERNANTI RIN0024116 TRAVEL EXPENSES

\$70.00
\$70.00 Subtotal for Dept. Information Services
\$70.00 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC. 78385-4 WWTP CENTRIFUGE INSTALLATION 78807-2 WWTP PLC REPLACEMENTS

\$7,041.91
\$1,787.00
\$8,828.91 Subtotal for Dept. Waste Water
\$8,828.91 Subtotal for Vendor

CAROLINA SOFTWARE 54880 WASTE WORKS SOFTWARE SUPPORT 54755 WASTE WIZARD SOFTWARE SUPPORT

\$450.00
\$250.00
\$700.00 Subtotal for Dept. Balefill

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

\$700.00 Subtotal for Vendor

CARUS CORPORATION

SLS10034407 POLY

\$7,524.36

\$7,524.36 Subtotal for Dept. Water Treatment Plant

\$7,524.36 Subtotal for Vendor

CASELLE, INC.

58683 CONTRACT SUPPORT & MAINT 8/14

\$125.00

\$125.00 Subtotal for Dept. Finance

\$125.00 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC.

19368 CONTRACTUAL SERVICES

\$10,500.00

\$10,500.00 Subtotal for Dept. Social Community Services

\$10,500.00 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

RIN0024077 JUNE 14 CITY CATC EXPENSES

\$26,699.00

RIN0024079 JUNE 14 THE BUS 1% EXPENSES

\$14,009.00

RIN0024074 JUNE 2014 FTA THE BUS EXPENSES

\$49,299.00

RIN0024075 JUNE 2014 FTA CATC EXPENSES

\$29,949.00

RIN0024078 JUNE 14 CATC 1% EXPENSES

\$2,385.00

RIN0024076 JUNE 14 CITY EXPNS FOR THE BUS

\$40,963.00

\$163,304.00 Subtotal for Dept. C.A.T.C.

\$163,304.00 Subtotal for Vendor

CASPER ELECTRIC, INC.

RIN0024085 RETAIN PAY POP/MID/KING

(\$6,957.65)

(\$6,957.65) Subtotal for Dept. Capital Projects

RIN0024085 POPLAR AND MIDWEST AVE/KING BL

\$190,750.75

\$190,750.75 Subtotal for Dept. Traffic

\$183,793.10 Subtotal for Vendor

CASPER RADIO GROUP

IN-114062240 MULCH MOWING CAMPAIGN

\$250.00

IN-114062241 MULCH MOWING CAMPAIGN

\$250.00

\$500.00 Subtotal for Dept. Refuse Collection

\$500.00 Subtotal for Vendor

CASPER STAR TRIBUNE - LEGAL ADS ONLY

982250 ADS

\$403.72

\$403.72 Subtotal for Dept. Balefill

981836 ADS

\$302.30

982718 ADS

\$380.04

982722 ADS

\$430.36

\$1,112.70 Subtotal for Dept. Casper Events Center

982251 ADS

\$171.84

981837 ADS

\$190.60

\$362.44 Subtotal for Dept. Parks

981941 ADS

\$175.80

\$175.80 Subtotal for Dept. Planning

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

981940 ADS

\$140.76

\$140.76 Subtotal for Dept. Streets

982723 ADS

\$394.84

\$394.84 Subtotal for Dept. Water

\$2,590.26 Subtotal for Vendor

CASPER STAR TRIBUNE - REGULAR ADS ONLY

414949 ADS

\$1,034.16

\$1,034.16 Subtotal for Dept. Refuse Collection

414949 ADS

\$1,100.10

\$1,100.10 Subtotal for Dept. Streets

\$2,134.26 Subtotal for Vendor

CASPER-ALCOVA IRRIGATION DISTRICT

2014-C01 ANNUAL CAID CHARGE

\$55,453.65

\$55,453.65 Subtotal for Dept. Water

\$55,453.65 Subtotal for Vendor

CENTURYLINK

RIN0024087 PHONE USE

\$111.75

RIN0024088 PHONE USE

\$74.82

RIN0024089 PHONE USE

\$37.49

\$224.06 Subtotal for Dept. Balefill

RIN0024034 PHONE USE

\$0.82

RIN0024034 PHONE USE

\$0.42

RIN0024059 PHONE USE

\$38.24

\$39.48 Subtotal for Dept. Casper Events Center

RIN0024059 PHONE USE

\$5.10

RIN0024034 PHONE USE

\$77.76

\$82.86 Subtotal for Dept. Cemetery

RIN0024034 PHONE USE

\$74.06

RIN0024034 PHONE USE

\$0.12

\$74.18 Subtotal for Dept. City Hall

RIN0024034 PHONE USE

\$0.14

RIN0024034 PHONE USE

\$0.82

\$0.96 Subtotal for Dept. Communications Center

RIN0024034 PHONE USE

\$0.41

\$0.41 Subtotal for Dept. Engineering

AP00013207031419 PHONE USE

\$1,669.00

AP00005707031419 PHONE BILL

\$3,420.06

\$5,089.06 Subtotal for Dept. Finance

RIN0024034 PHONE USE

\$1.07

RIN0024091 PHONE USE

\$133.82

\$134.89 Subtotal for Dept. Fire

RIN0024034 PHONE USE

\$0.42

\$0.42 Subtotal for Dept. Municipal Court

RIN0024034 PHONE USE

\$0.12

\$0.12 Subtotal for Dept. Parking

RIN0024005 PHONE USE

\$0.16

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

RIN0024034 PHONE USE	\$0.41		
	\$0.57	Subtotal for Dept.	Police
RIN0024059 PHONE USE	\$37.49		
	\$37.49	Subtotal for Dept.	Streets
RIN0024005 PHONE USE	\$5.25		
RIN0024059 PHONE USE	\$37.25		
	\$42.50	Subtotal for Dept.	Waste Water
RIN0024033 PHONE USE	\$41.76		
	\$41.76	Subtotal for Dept.	Water Treatment Plant
	\$5,768.76	Subtotal for Vendor	

CHALLENGER HOLDINGS

RIN0024117 REFUND OVERPAYMENT	\$184.05		
	\$184.05	Subtotal for Dept.	General Fund
	\$184.05	Subtotal for Vendor	

CHARTER

RIN0024081 INTERNET SERVICE JUNE 2014	\$2.22		
	\$2.22	Subtotal for Dept.	Aquatics
RIN0024081 INTERNET SERVICE JUNE 2014	\$16.67		
	\$16.67	Subtotal for Dept.	Balefill
RIN0024081 INTERNET SERVICE JUNE 2014	\$4.44		
	\$4.44	Subtotal for Dept.	Buildings And Grounds
RIN0024081 INTERNET SERVICE JUNE 2014	\$25.56		
	\$25.56	Subtotal for Dept.	Casper Events Center
RIN0024081 INTERNET SERVICE JUNE 2014	\$4.44		
	\$4.44	Subtotal for Dept.	Cemetery
RIN0024081 INTERNET SERVICE JUNE 2014	\$7.78		
	\$7.78	Subtotal for Dept.	City Attorney
RIN0024081 INTERNET SERVICE JUNE 2014	\$6.67		
	\$6.67	Subtotal for Dept.	City Manager
RIN0024081 INTERNET SERVICE JUNE 2014	\$13.33		
	\$13.33	Subtotal for Dept.	Code Enforcement
RIN0024081 INTERNET SERVICE JUNE 2014	\$8.89		
	\$8.89	Subtotal for Dept.	Communications Center
RIN0024081 INTERNET SERVICE JUNE 2014	\$10.00		
	\$10.00	Subtotal for Dept.	Council
RIN0024081 INTERNET SERVICE JUNE 2014	\$14.44		
	\$14.44	Subtotal for Dept.	Engineering
RIN0024081 INTERNET SERVICE JUNE 2014	\$32.23		
	\$32.23	Subtotal for Dept.	Finance
RIN0024081 INTERNET SERVICE JUNE 2014	\$33.33		
	\$33.33	Subtotal for Dept.	Fire
RIN0024081 INTERNET SERVICE JUNE 2014	\$5.56		
	\$5.56	Subtotal for Dept.	Fort Caspar
RIN0024081 INTERNET SERVICE JUNE 2014	\$13.33		
	\$13.33	Subtotal for Dept.	Garage
RIN0024081 INTERNET SERVICE JUNE 2014	\$3.33		

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

	\$3.33	Subtotal for Dept.	Golf Course
RIN0024081 INTERNET SERVICE JUNE 2014	\$6.67		
	\$6.67	Subtotal for Dept.	Hogadon
RIN0024081 INTERNET SERVICE JUNE 2014	\$8.89		
	\$8.89	Subtotal for Dept.	Human Resources
RIN0024081 INTERNET SERVICE JUNE 2014	\$4.44		
	\$4.44	Subtotal for Dept.	Ice Arena
RIN0024081 INTERNET SERVICE JUNE 2014	\$17.78		
	\$17.78	Subtotal for Dept.	Information Services
RIN0024081 INTERNET SERVICE JUNE 2014	\$7.78		
	\$7.78	Subtotal for Dept.	Metro Animal
RIN0024081 INTERNET SERVICE JUNE 2014	\$14.44		
	\$14.44	Subtotal for Dept.	Municipal Court
RIN0024081 INTERNET SERVICE JUNE 2014	\$6.67		
	\$6.67	Subtotal for Dept.	Parks
RIN0024081 INTERNET SERVICE JUNE 2014	\$10.00		
	\$10.00	Subtotal for Dept.	Planning
RIN0024081 INTERNET SERVICE JUNE 2014	\$105.56		
	\$105.56	Subtotal for Dept.	Police
RIN0024081 INTERNET SERVICE JUNE 2014	\$8.89		
	\$8.89	Subtotal for Dept.	Recreation
RIN0024081 INTERNET SERVICE JUNE 2014	\$4.44		
	\$4.44	Subtotal for Dept.	Streets
RIN0024081 INTERNET SERVICE JUNE 2014	\$6.67		
	\$6.67	Subtotal for Dept.	Traffic
RIN0024081 INTERNET SERVICE JUNE 2014	\$14.44		
	\$14.44	Subtotal for Dept.	Waste Water
RIN0024081 INTERNET SERVICE JUNE 2014	\$4.44		
RIN0024081 INTERNET SERVICE JUNE 2014	\$16.67		
	\$21.11	Subtotal for Dept.	Water
RIN0024081 INTERNET SERVICE JUNE 2014	\$10.00		
	\$10.00	Subtotal for Dept.	Water Treatment Plant
	\$450.00	Subtotal for Vendor	

CHRIS GOULD

0723149914 TOOL REIMBURSEMENT

	\$275.78		
	\$275.78	Subtotal for Dept.	Garage
	\$275.78	Subtotal for Vendor	

CIVIL ENGINEERING PROFESSIONALS, INC.

14-030-02 2013 ARTERIALS PROJECT

13-12-11 PRATT II NORTH WATER STORAGE T
 12-68-19 ZONE II/III POPLAR 39TH WATER
 12-68-19 ZONE II/III POPLAR 39TH WATER

	\$4,563.75		
	\$4,563.75	Subtotal for Dept.	Streets
	\$1,050.00		
	\$9,633.53		
	\$9,595.07		
	\$20,278.60	Subtotal for Dept.	Water
	\$24,842.35	Subtotal for Vendor	

CLINT SPARGUR

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

RIN0024017 CLOTHING ALLOWANCE

\$175.00

\$175.00 Subtotal for Dept. Balefill

\$175.00 Subtotal for Vendor

CNIC HEALTH SOLUTIONS, INC.

RIN0024093 ADMIN FEES

\$21,467.74

RIN0024093 STOP LOSS FEES

\$53,484.66

\$74,952.40 Subtotal for Dept. Health Insurance

\$74,952.40 Subtotal for Vendor

COBAN TECH. INC.

8417 COBAN UPLOAD CRADLE/NEW FLEET

\$275.00

\$275.00 Subtotal for Dept. Police Dept

\$275.00 Subtotal for Vendor

COLE, FALON

0022509946 DEPOSIT/CREDIT REFUND

\$51.83

\$51.83 Subtotal for Dept. Water

\$51.83 Subtotal for Vendor

COLLECTION CENTER INC.

972000000264 COLLECTION FEES

\$97.76

\$97.76 Subtotal for Dept. Refuse Collection

972000000264 COLLECTION FEES

\$74.29

\$74.29 Subtotal for Dept. Sewer

972000000264 COLLECTION FEES

\$218.96

\$218.96 Subtotal for Dept. Water

\$391.01 Subtotal for Vendor

COMMUNICATION TECHNOLOGIES, INC.

67653 REPAIRS

\$49.00

67617 REPAIRS

\$49.00

67616 REPAIRS

\$49.00

67654 REPAIRS

\$196.00

67614 REPAIRS

\$49.00

67652 REPAIRS

\$49.00

67472 REPAIRS

\$49.00

67679 REPAIRS

\$196.00

\$686.00 Subtotal for Dept. Police

\$686.00 Subtotal for Vendor

COMMUNITY ACTION PARTNERSHIP OF NC

1QTR.ADV HUMAN SERVICES - ADMINISTRATION

\$19,222.75

1QTR.ADV HUMAN SERVICES - OPTIONAL 1%15

\$43,750.00

1QTR.ADV HUMAN SERVICES - GENERAL

\$9,818.75

\$72,791.50 Subtotal for Dept. Social Community Services

\$72,791.50 Subtotal for Vendor

COMTRONIX, INC.

AP00004907251402 ALARM MONITORING

\$55.00

\$55.00 Subtotal for Dept. Aquatics

AP00004907251402 ALARM MONITORING

\$26.00

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

AP00004907251402 ALARM MONITORING	\$26.00	
AP00004907251402 ALARM MONITORING	\$40.95	
AP00004907251402 ALARM MONITORING	\$52.00	
	\$144.95	Subtotal for Dept. Balefill
AP00004907251402 ALARM MONITORING	\$26.00	
AP00004907251402 ALARM MONITORING	\$26.00	
	\$52.00	Subtotal for Dept. Casper Events Center
AP00004907251402 ALARM MONITORING	\$26.00	
AP00004907251402 ALARM MONITORING	\$26.00	
AP00004907251402 ALARM MONITORING	\$26.00	
	\$78.00	Subtotal for Dept. City Hall
AP00004907251402 ALARM MONITORING	\$26.00	
	\$26.00	Subtotal for Dept. City Manager
AP00004907251402 ALARM MONITORING	\$26.00	
	\$26.00	Subtotal for Dept. Finance
AP00004907251402 ALARM MONITORING	\$26.00	
	\$26.00	Subtotal for Dept. Fire
AP00004907251402 ALARM MONITORING	\$91.95	
	\$91.95	Subtotal for Dept. Fort Caspar
AP00004907251402 ALARM MONITORING	\$26.00	
	\$26.00	Subtotal for Dept. Garage
AP00004907251402 ALARM MONITORING	\$36.00	
	\$36.00	Subtotal for Dept. Ice Arena
AP00004907251402 ALARM MONITORING	\$36.00	
	\$36.00	Subtotal for Dept. Metro Animal
AP00004907251402 ALARM MONITORING	\$39.95	
	\$39.95	Subtotal for Dept. Police
AP00004907251402 ALARM MONITORING	\$36.00	
	\$36.00	Subtotal for Dept. Recreation
	\$673.85	Subtotal for Vendor

CONCRETE CONSERVATION, INC

2014150 RETAIN PAY 2014 MANHOLE REHAB	(\$2,571.50)	
2014150 2014 MANHOLE REHABILITATION PR	\$25,715.05	
	\$23,143.55	Subtotal for Dept. Sewer
	\$23,143.55	Subtotal for Vendor

COWDIN CLEANING

201178 WEED CONTRACTOR	\$44.10	
	\$44.10	Subtotal for Dept. Code Enforcement
	\$44.10	Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-029 CRIME STOPPERS LINE	\$86.25	
	\$86.25	Subtotal for Dept. Police
	\$86.25	Subtotal for Vendor

DALE BUCKINGHAM ARCHITECTS

2048 ARCH/ENGINEERING AND CA FOR MU	\$3,488.60	
	\$3,488.60	Subtotal for Dept. Golf Course

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

DANIEL GRISWOLD

RIN0024057 TUITION & BOOKS

\$3,488.60 Subtotal for Vendor

\$456.07

\$456.07 Subtotal for Dept. Fire

\$456.07 Subtotal for Vendor

DARCY STEINKE

410549 BOOT REIMBURSEMENT

\$43.68

\$43.68 Subtotal for Dept. Garage

\$43.68 Subtotal for Vendor

DAVE LODEN CONSTRUCTION

RIN0024054 ROOF AND WINDOW REPAIR

\$1,385.00

\$1,385.00 Subtotal for Dept. Hogadon

\$1,385.00 Subtotal for Vendor

DAVID COURTADE

104385 BOOT REIMBURSEMENT

\$63.00

\$63.00 Subtotal for Dept. Garage

\$63.00 Subtotal for Vendor

DAVIDSON FIXED INCOME MGMT.

CM5770 FIXED INCOME MGT FEES

\$6,374.96

CM5807 FIXED INCOME MANAGEMENT FEES

\$6,736.98

\$13,111.94 Subtotal for Dept. Finance

\$13,111.94 Subtotal for Vendor

DECKER AUTO GLASS, INC.

19215984 CLAIM #14C-091

\$517.15

\$517.15 Subtotal for Dept. Property & Liability Insurance

\$517.15 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0024092 EMPLOYEE DENTAL PROGRAM

\$1,472.00

\$1,472.00 Subtotal for Dept. Health Insurance

\$1,472.00 Subtotal for Vendor

DENNIS GOEHRING

RIN0024021 CLOTHING ALLOWANCE

\$100.00

\$100.00 Subtotal for Dept. Refuse Collection

\$100.00 Subtotal for Vendor

DENVER INDUSTRIAL SALES & SVC. CO.

152979 CREDIT, ELECT HOSE ASY

(\$965.02)

(\$965.02) Subtotal for Dept. Garage

152773 CRAFCO 250 GALLON MELTER

\$64,670.00

\$64,670.00 Subtotal for Dept. Streets

\$63,704.98 Subtotal for Vendor

DIAMOND VOGEL PAINTS, INC.

101477274 OPERATING SUPPLIES

\$25,979.25

\$25,979.25 Subtotal for Dept. Traffic

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

\$25,979.25 Subtotal for Vendor

DOLBIER, CANDICE

0022509942 DEPOSIT/CREDIT REFUND

\$50.19

\$50.19 Subtotal for Dept. Water

\$50.19 Subtotal for Vendor

DOMINGUEZ, MARISOL

0022509945 DEPOSIT/CREDIT REFUND

\$6.76

\$6.76 Subtotal for Dept. Water

\$6.76 Subtotal for Vendor

DON BOOMSMA

RIN0024039 CLOTHING ALLOWANCE

\$100.00

\$100.00 Subtotal for Dept. Cemetery

\$100.00 Subtotal for Vendor

DONNA MINTON

RIN0024026 REFUNDABLE DEPOSIT

\$50.00

\$50.00 Subtotal for Dept. Recreation

\$50.00 Subtotal for Vendor

DOWL HKM

5124.24683.01-1 FY14 TRAFFIC COUNTS

\$2,377.50

5124.24683.01-1 FY14 TRAFFIC COUNTS

\$22,622.50

\$25,000.00 Subtotal for Dept. Metropolitan Planning

\$25,000.00 Subtotal for Vendor

DOWNTOWN DEVELOPMENT AUTHORITY

DDA-14-7-1 2014 ADOPT A PLANTER DONATION

\$3,000.00

\$3,000.00 Subtotal for Dept. Parks

\$3,000.00 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000239-14 SODIUM HYPOCHLORITE

\$5,687.82

727000240-14 SODIUM HYPO

\$5,672.74

\$11,360.56 Subtotal for Dept. Water Treatment Plant

\$11,360.56 Subtotal for Vendor

DQ'S LAND SERVICE MAINTENANCE

255 CODE ENFORCEMENT MOWING SERVIC

\$675.67

\$675.67 Subtotal for Dept. Code Enforcement

\$675.67 Subtotal for Vendor

DRURY, RONDA

0022468560 DEPOSIT/CREDIT REFUND

\$21.04

\$21.04 Subtotal for Dept. Water

\$21.04 Subtotal for Vendor

ECONOLITE CONTROL PRODUCTS, INC.

114064 PLUG-N-GO MODULAR CABINET

\$164,350.00

\$164,350.00 Subtotal for Dept. Traffic

\$164,350.00 Subtotal for Vendor

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

ECONOMIC DEVELOPMENT JOINT POWERS BOARD

FY2015-1 1ST QURT FY 2015 ADIM & INCENT

\$100,000.00
\$100,000.00 Subtotal for Dept. One Cent #14
\$100,000.00 Subtotal for Vendor

EMB GOLF CARTS

RIN0024035 STARTER, LIMIT SW, DR CL & BEL

\$648.09
\$648.09 Subtotal for Dept. Garage
\$648.09 Subtotal for Vendor

EMPCO, INC.

3335 PROMO EXAM

\$2,706.00
\$2,706.00 Subtotal for Dept. Police
\$2,706.00 Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS

2536 COUNTRY CLUB RD-WY BLVD TO ARD

\$6,533.03
\$6,533.03 Subtotal for Dept. Streets

2540 2013 MISC WATER PH I

\$1,983.40
\$1,983.40 Subtotal for Dept. Water
\$8,516.43 Subtotal for Vendor

EVERGREEN TENNIS COURTS INC.

RIN0024105 RETAIN PAY TENNIS CRT RESURF

(\$2,753.75)
(\$2,753.75) Subtotal for Dept. Capital Projects

RIN0024105 TENNIS COURT RESURFACING

\$49,580.00
\$49,580.00 Subtotal for Dept. Parks
\$46,826.25 Subtotal for Vendor

FIRST AMERICAN TITLE INSURANCE CO.

1786-451917877 HIHGLAND PARK DETENTION RSRVR

\$220.00
\$220.00 Subtotal for Dept. Streets
\$220.00 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI980509 MERCHANT SERVICES

\$4,487.42
\$4,487.42 Subtotal for Dept. Balefill

REMI980874 MERCHANT SERVICES

\$148.91
\$148.91 Subtotal for Dept. Fort Caspar

REMI973290 MERCHANT SERVICES

\$1,345.06
\$1,345.06 Subtotal for Dept. Golf Course
\$5,981.39 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0024046 JUNE 14 LOCKBOX FEES

\$2,027.16
\$2,027.16 Subtotal for Dept. Finance
\$2,027.16 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0024044 PETTY CASH

\$34.05

RIN0024044 PETTY CASH

\$9.60

\$43.65 Subtotal for Dept. Metro Animal

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

\$43.65 Subtotal for Vendor

FISCHER BODY SHOP CORP.

22076 '02 FORD F-250/PARTS / PAINT	\$4,308.78	
22021 2010 DODGE CHARGER UNIT#101166	\$2,616.20	
22059 UNIT 101231/BODY PNT/MAT PAINT	\$729.80	
22040 UNIT 101168/BODY PARTS PAINT	\$2,779.80	
	\$10,434.58	Subtotal for Dept. Property & Liability Insurance
	\$10,434.58	Subtotal for Vendor

GOLDER ASSOCIATES

387457 LANDFILL GAS COLLECTION & CONT	\$2,654.75	
	\$2,654.75	Subtotal for Dept. Balefill
	\$2,654.75	Subtotal for Vendor

GRANICUS, INC.

16699 MAINTENANCE	\$725.00	
	\$725.00	Subtotal for Dept. Information Services
	\$725.00	Subtotal for Vendor

GREINER MOTOR CO - CASPER

489147 SUSP KIT 2535	\$425.00	
	\$425.00	Subtotal for Dept. Garage
	\$425.00	Subtotal for Vendor

GRIEBEL, DANIELLE

0022509935 DEPOSIT/CREDIT REFUND	\$50.63	
	\$50.63	Subtotal for Dept. Water
	\$50.63	Subtotal for Vendor

GRIZZLY EXCAVATING & CONST. LLC.

RIN0024038 RETAIN RELEASE GRIZ 2013 WATER	\$12,000.00	
RIN0024062 2013 MISC WATER PHASE I	\$14,000.00	
	\$26,000.00	Subtotal for Dept. Water
RIN0024047 COLLINS DRIVE IMP. 09-37	\$65,220.07	
RIN0024051 COLLINS DRIVE SETTLEMENT	\$57,507.79	
	\$122,727.86	Subtotal for Dept. Streets
	\$148,727.86	Subtotal for Vendor

GRIZZLY EXCAVATION AND SUPERIOR SIGN & SUPPLY

RIN0024050 COLLINS DRIVE SETTLEMENT	\$3,112.84	
	\$3,112.84	Subtotal for Dept. General Fund
RIN0024050 COLLINS DRIVE SETTLEMENT	\$11,887.16	
	\$11,887.16	Subtotal for Dept. Streets
	\$15,000.00	Subtotal for Vendor

GRIZZLY EXCAVATION AND TRETO CONSTRUCTION

RIN0024049 COLLINS DRIVE SETTLEMENT	\$84,206.16	
	\$84,206.16	Subtotal for Dept. General Fund
	\$84,206.16	Subtotal for Vendor

GROUND ENGINEERING CONSULTANTS, INC.

147508.D-1 TESTING CORING AT LANDFILL	\$312.50	
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Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

\$312.50 Subtotal for Dept. **Balefill**

\$312.50 Subtotal for Vendor

GSG ARCHITECTURE

17621 FIRE STATION 2 REPLACEMENT DES

\$5,658.81

\$5,658.81 Subtotal for Dept. **Fire**

17605 AMENDMENT #1 - TRUCK BARN EXPA

\$1,488.87

\$1,488.87 Subtotal for Dept. **Refuse Collection**

\$7,147.68 Subtotal for Vendor

GUIDRY, REBECCA/KEN

0022468559 DEPOSIT/CREDIT REFUND

\$41.78

\$41.78 Subtotal for Dept. **Water**

\$41.78 Subtotal for Vendor

HALEY STEPHENS

RIN0024068 PARK REFUND

\$300.00

\$300.00 Subtotal for Dept. **Recreation**

\$300.00 Subtotal for Vendor

HARKER, STACY

0022559247 DEPOSIT/CREDIT REFUND

\$53.07

\$53.07 Subtotal for Dept. **Water**

\$53.07 Subtotal for Vendor

HARRIS COMPUTER SYSTEMS INC.

RIN0024097 EOM 10.0 UPGRADE FOR ESSP

\$1,621.00

\$1,621.00 Subtotal for Dept. **Finance**

\$1,621.00 Subtotal for Vendor

HARRIS, CARLY

0022468564 DEPOSIT/CREDIT REFUND

\$10.78

\$10.78 Subtotal for Dept. **Water**

\$10.78 Subtotal for Vendor

HDR ENGINEERING, INC.

00417217-H ON-GOING STUDIES, TASKS AND

\$783.46

\$783.46 Subtotal for Dept. **Water**

\$783.46 Subtotal for Vendor

HEMENWAY, JODI

0022468563 DEPOSIT/CREDIT REFUND

\$22.63

\$22.63 Subtotal for Dept. **Water**

\$22.63 Subtotal for Vendor

HEWLETT PACKARD

54551498 COMPUTER

\$951.19

54551497 COMPUTER

\$1,145.03

\$2,096.22 Subtotal for Dept. **Human Resources**

\$2,096.22 Subtotal for Vendor

HIGH PLAINS CONSTRUCTION, INC.

PA2 12.43 HOT MIX

\$64,007.68

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

\$64,007.68 Subtotal for Dept. Streets
\$64,007.68 Subtotal for Vendor

HIGHLAND PARK COMMUNITY CHURCH OF GOD, INC.

RIN0024080 REGISTRATION

\$45.00
\$45.00 Subtotal for Dept. City Manager
\$45.00 Subtotal for Vendor

HITEK COMMUNICATIONS

675 FAX LINE REPAIR

\$81.00
\$81.00 Subtotal for Dept. Fire
\$81.00 Subtotal for Vendor

HOMAX OIL SALES, INC.

0246515-IN FUEL

\$30,122.85

0247283-IN TRUCK MAINTENANCE SUPPLIES

\$472.45

\$30,595.30 Subtotal for Dept. Balefill

0247573-IN FUEL

\$0.01

0247572-IN FUEL

\$277.43

0247573-IN FUEL

\$37,580.30

0247572-IN FUEL

\$26,106.96

0244786-IN FUEL

\$0.01

0247780-IN OIL,

\$209.52

0247780-IN OIL, CONOCO 10W30

\$139.20

0244788-IN FUEL

(\$0.01)

0244786-IN FUEL

\$38,168.25

0244788-IN FUEL

\$37.00

0247058-IN DEF, BLUE 2.5 GAL

\$660.80

0244788-IN FUEL

\$332.91

0244788-IN FUEL

\$34,813.48

0246222-IN OIL,5W20 BULK

\$1,290.48

0247780-IN OIL, CASE

\$69.84

\$139,686.18 Subtotal for Dept. Garage

0243989-IN FUEL

\$2,771.46

0247716-IN FUEL

\$6,206.77

\$8,978.23 Subtotal for Dept. Golf Course

CL55914 FUEL

\$5,536.09

CL55915 FUEL

\$1,536.92

\$7,073.01 Subtotal for Dept. Water

\$186,332.72 Subtotal for Vendor

HOPE CHURCH

RIN0024070 PARK REFUND

\$150.00

\$150.00 Subtotal for Dept. Recreation

\$150.00 Subtotal for Vendor

HUMPHREY, WALTER

0022468561 DEPOSIT/CREDIT REFUND

\$50.00

0022468561 DEPOSIT/CREDIT REFUND

\$37.02

\$87.02 Subtotal for Dept. Water

\$87.02 Subtotal for Vendor

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

ICE BUILDERS

RIN0024036	RETAIN PAY CEC REF FLOOR	(\$20,898.20)	
RIN0024082	RETAIN PAY CEC REFRG FLOOR	(\$59,460.45)	
		(\$80,358.65)	Subtotal for Dept. Capital Projects
RIN0024082	EVENTS CENTER REFRIGERATED FLO	\$614,203.00	
RIN0024036	EVENTS CENTER REFRIGERATED FLO	\$208,982.00	
		\$823,185.00	Subtotal for Dept. Casper Events Center
		\$742,826.35	Subtotal for Vendor

IRRIGATION TECHNOLOGIES

605	IRRIGATION DESIGN AND CONSULTI	\$1,600.00	
599	IRRIGATION DESIGN AND CONSULTI	\$1,600.00	
		\$3,200.00	Subtotal for Dept. Golf Course
		\$3,200.00	Subtotal for Vendor

JACOB WOLFE

WWC2295	CDL PERMIT REIMBURSEMENT	\$20.00	
		\$20.00	Subtotal for Dept. Sewer
		\$20.00	Subtotal for Vendor

JEFFREY PROUDFOOT

48042	TOOL ALLOTMENT - REIMBURSEMENT	\$500.00	
		\$500.00	Subtotal for Dept. Garage
		\$500.00	Subtotal for Vendor

JEROD LEVIN

RIN0024056	TUITION & BOOKS	\$377.90	
		\$377.90	Subtotal for Dept. Fire
		\$377.90	Subtotal for Vendor

JKC ENGINEERING

RIN0024037	CASPER YOUTH BASEBALL FIELD OF	\$3,645.00	
		\$3,645.00	Subtotal for Dept. Parks
		\$3,645.00	Subtotal for Vendor

JOHN GALL

RC0000100019313	BOOT REIMBURSEMENT 1/2 \$147.59	\$73.79	
		\$73.79	Subtotal for Dept. Garage
		\$73.79	Subtotal for Vendor

JOHN SCHOENWOLF

RIN0024100	BOOT REIMBURSEMENT	\$75.00	
		\$75.00	Subtotal for Dept. Parks
		\$75.00	Subtotal for Vendor

JOSHUA BAKE

RIN0024043	REIMB ROTARY DUES	\$404.00	
		\$404.00	Subtotal for Dept. Planning
		\$404.00	Subtotal for Vendor

JOSHUA WILLIAMS

RIN0024061	BOOT REIMBURSEMENT	\$162.96	
		\$162.96	Subtotal for Dept. Refuse Collection

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

\$162.96 Subtotal for Vendor

JTL GROUP DBA KNIFE RIVER

102927 BASE COURSE \$318.08
102408 BASE COURSE \$100.23
103133 BASE COURSE \$953.75

\$1,372.06 Subtotal for Dept. Parks

103144 CONCRETE \$648.63
103325 KR CASPER CONCRETE 2 \$353.88
103483 KR CASPER GRAVEL 1 \$162.50
102938 CONCRETE \$353.88
103482 BASE FOR CY STORM SEWER REPAIR \$151.58
102982 BASE COURSE \$158.63

\$1,829.10 Subtotal for Dept. Streets

\$3,201.16 Subtotal for Vendor

KALINOWSKI, JENNY

0022559244 DEPOSIT/CREDIT REFUND \$33.48

\$33.48 Subtotal for Dept. Water

\$33.48 Subtotal for Vendor

KATHRYN HALLOCK

RIN0024023 BOOT REIMBURSEMENT \$149.99

\$149.99 Subtotal for Dept. Parks

\$149.99 Subtotal for Vendor

KATIE MAY

0723149913 TOOL ALLOTMENT - REIMBURSEMENT \$213.09

\$213.09 Subtotal for Dept. Garage

\$213.09 Subtotal for Vendor

KENNETH KING

RIN0024040 IPAD CASE \$58.62

\$58.62 Subtotal for Dept. Fire

RIN0024067 TRAVEL EXPENSES \$511.73

\$511.73 Subtotal for Dept. Fire

\$570.35 Subtotal for Vendor

KIRK BUCHHOLZ

IZR08E820314 CLOTHING ALLOWANCE \$93.92

\$93.92 Subtotal for Dept. Police

\$93.92 Subtotal for Vendor

KRISTI CROWELL

9126 CLOTHING ALLOWANCE \$57.33

\$57.33 Subtotal for Dept. Police

\$57.33 Subtotal for Vendor

KUBWATER RESOURCES, INC

04152 ZETAG 7593 DRY POLYMER \$4,839.01

\$4,839.01 Subtotal for Dept. Waste Water

\$4,839.01 Subtotal for Vendor

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

LABOR READY CENTRAL, INC.

18559560 LABOR	\$162.82	
18604393 MAINTENANCE PERSONNEL	\$533.15	
18598027 MAINTENANCE PERSONNEL	\$1,178.05	
18566868 MAINTENANCE PERSONNEL	\$1,386.85	
18598028 LABOR	\$143.66	
\$3,404.53 Subtotal for Dept.		Casper Events Center
\$3,404.53 Subtotal for Vendor		

LEGAL ASSISTANTS OF WY., INC.

RIN0024060 DUES	\$65.00	
\$65.00 Subtotal for Dept.		City Attorney
\$65.00 Subtotal for Vendor		

LEONARD B. MEDOFF, PH.D

RIN0024073 MEDICAL TESTING	\$1,200.00	
\$1,200.00 Subtotal for Dept.		Police
\$1,200.00 Subtotal for Vendor		

LIFETIME INSULATION

170556 SEWER 929 N KIMBALL	\$4,306.80	
\$4,306.80 Subtotal for Dept.		Sewer
\$4,306.80 Subtotal for Vendor		

LIPP, DONOVAN

0022468557 DEPOSIT/CREDIT REFUND	\$59.16	
\$59.16 Subtotal for Dept.		Water
\$59.16 Subtotal for Vendor		

LOUGHLIN, AMBER

0022509936 DEPOSIT/CREDIT REFUND	\$11.29	
\$11.29 Subtotal for Dept.		Water
\$11.29 Subtotal for Vendor		

MACLEAN, HILLARY

0022559248 DEPOSIT/CREDIT REFUND	\$40.31	
\$40.31 Subtotal for Dept.		Water
\$40.31 Subtotal for Vendor		

MASTERCARD

RIN0024102 MANAGER TRAVEL ICMA CONFERENCE	\$148.67	
RIN0024102 ICMA INTERNET REGISTRATION	\$720.00	
RIN0024103 MANAGER MEETINGS EXPENSE	\$104.03	
RIN0024103 MANAGER TRAVEL	\$189.01	
RIN0024102 MANAGER TRAVEL ICMA CONFERENCE	\$575.50	
\$1,737.21 Subtotal for Dept.		City Manager
RIN0024103 COUNCIL MEETING EXPENSE	\$159.27	
\$159.27 Subtotal for Dept.		Council
RIN0024102 IT TRAVEL - CONVENTION	\$1,288.90	
\$1,288.90 Subtotal for Dept.		Information Services
RIN0024098 P&Z TRAINING LUNCH	\$162.36	
\$162.36 Subtotal for Dept.		Planning

Bills and Claims

City of Casper

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RIN0024102 WY CAMERA OUTFITTERS - CANON

\$1,067.97
\$1,067.97 Subtotal for Dept. Refuse Collection
\$4,415.71 Subtotal for Vendor

MCMURRY READY MIX CO.
217191 CONCRETE

\$884.00
\$884.00 Subtotal for Dept. Streets
\$884.00 Subtotal for Vendor

MEIKLE, HAILEY
0022509944 DEPOSIT/CREDIT REFUND

\$50.63
\$50.63 Subtotal for Dept. Water
\$50.63 Subtotal for Vendor

MICHELLE SOLKO
RIN0024063 CLASS REFUND

\$170.00
\$170.00 Subtotal for Dept. Ice Arena
\$170.00 Subtotal for Vendor

MILLER, AMANDA/HISLOP JON
0022509941 DEPOSIT/CREDIT REFUND

\$54.05
\$54.05 Subtotal for Dept. Water
\$54.05 Subtotal for Vendor

MORROW, ABBI
0022468565 DEPOSIT/CREDIT REFUND
0022468565 DEPOSIT/CREDIT REFUND

\$75.00
\$9.72
\$84.72 Subtotal for Dept. Water
\$84.72 Subtotal for Vendor

MOTOROLA SOLUTIONS
78271162 MONTHLY MAINT AGREEMENTS

\$5,029.97
\$5,029.97 Subtotal for Dept. Communications Center
\$5,029.97 Subtotal for Vendor

NATHAN LANGE
RC00001000193299 BOOT REIMBURSEMENT

\$75.00
\$75.00 Subtotal for Dept. Water
\$75.00 Subtotal for Vendor

NATRONA COUNTY - HALL OF JUSTICE EXPENSES

APRIL 2014 JOINT BUILDING RENT
MAY 2014 JOINT BUILDING RENT
JUNE 2014 JOINT BUILDING RENT

\$1,374.96
\$1,906.60
\$1,881.19
\$5,162.75 Subtotal for Dept. Municipal Court

JUNE 2014 JOINT BUILDING RENT
APRIL 2014 JOINT BUILDING RENT
MAY 2014 JOINT BUILDING RENT

\$11,555.91
\$8,446.15
\$11,711.94
\$31,714.00 Subtotal for Dept. Police
\$36,876.75 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE
900 JUVENILE PRISONER CARE JUNE

\$7,500.00

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

\$7,500.00 Subtotal for Dept. Police

\$7,500.00 Subtotal for Vendor

NATRONA COUNTY CLERK

974856 RECORDING

\$294.00

\$294.00 Subtotal for Dept. Planning

975211 RECORDING

\$204.00

\$204.00 Subtotal for Dept. Planning

975211 RECORDING

\$30.00

\$30.00 Subtotal for Dept. Water Treatment Plant

\$528.00 Subtotal for Vendor

NATRONA COUNTY HEALTH DEPT.

0021311-IN MONTHLY FUNDING

\$50,000.00

\$50,000.00 Subtotal for Dept. Social Community Services

\$50,000.00 Subtotal for Vendor

NATRONA COUNTY PUBLIC LIBRARY FOUNDATION

RIN0024042 1%#14SALES TAX FUNDS FOR BOOKS

\$275,000.00

\$275,000.00 Subtotal for Dept. One Cent #14

\$275,000.00 Subtotal for Vendor

NATRONA COUNTY TREASURER

RIN0024052 234 S.DAVID 2ND INST.PROP.TAX

\$249.07

\$249.07 Subtotal for Dept. Special Revenue

\$249.07 Subtotal for Vendor

NEIL KAISER

RIN0024064 BOOT REIMBURSEMENT

\$39.37

\$39.37 Subtotal for Dept. Traffic

\$39.37 Subtotal for Vendor

NELSON ENGINEERING

40460 DESIGN & C/A FORT CASPAR UNDER

\$8,754.00

\$8,754.00 Subtotal for Dept. Fort Caspar

\$8,754.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE32388 UNIFORMS

\$219.80

NE32321 UNIFORMS

\$54.95

NE32556 UNIFORMS

\$167.90

NE32294 UNIFORMS

\$129.90

NE32295 UNIFORMS

\$129.90

NE32320 UNIFORMS

\$100.90

NE32330 UNIFORMS

\$129.90

NE32617 UNIFORMS

\$294.75

NE32209 UNIFORMS

\$54.59

NE32550 UNIFORMS

\$108.90

NE32329 UNIFORMS

\$129.90

NE32483 UNIFORMS

\$109.90

NE32616 UNIFORMS

\$158.89

NE32604 UNIFORMS

\$251.85

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

NE32293 UNIFORMS

\$194.85

NE32638 UNIFORMS

\$54.95

\$2,291.83 Subtotal for Dept. Police

\$2,291.83 Subtotal for Vendor

NICOLAYSEN ART MUSEUM

0029511 NIC PERPETUAL CARE

\$378.00

\$378.00 Subtotal for Dept. Perpetual Care

\$378.00 Subtotal for Vendor

NIEGISCH, JOSHUA

0022468556 DEPOSIT/CREDIT REFUND

\$51.12

\$51.12 Subtotal for Dept. Water

\$51.12 Subtotal for Vendor

NIX SIGNS CO.

13620 LANSING FIELD SCOREBOARD

\$25,102.00

\$25,102.00 Subtotal for Dept. Capital Projects

\$25,102.00 Subtotal for Vendor

PACE CONSTRUCTION, INC.

11680 REPLACEMENT ROOT SAW PARTS

\$179.98

\$179.98 Subtotal for Dept. Sewer

\$179.98 Subtotal for Vendor

PACIOLAN, INC.

0000064507 2014-2015 HOSTING SUBSCRIPTION

\$35,000.00

0000064507 2014-2015 PACMAIL SUBSCRIPTION

\$12,000.00

\$47,000.00 Subtotal for Dept. Casper Events Center

\$47,000.00 Subtotal for Vendor

PARAMOUNT CONST. INC

RIN0024106 METRO ANIMAL CONTROL BUILDING

\$25,393.00

RIN0024106 RETAIN PAY METRO ANIMAL BLDG

(\$32.15)

\$25,360.85 Subtotal for Dept. Metro Animal

\$25,360.85 Subtotal for Vendor

PARKER, CORINNE

0022509937 DEPOSIT/CREDIT REFUND

\$27.01

\$27.01 Subtotal for Dept. Water

\$27.01 Subtotal for Vendor

P-CARD VENDORS

00015160 ATLAS OFFICE PRODUCTS - Purcha

\$25.66

00015231 ATLAS OFFICE PRODUCTS - Purcha

\$27.73

00015160 ATLAS OFFICE PRODUCTS - Purcha

\$63.59

00015003 BARGREEN WYOMING 25 - Purchase

\$51.40

00015190 MENARDS CASPER - Purchase

\$39.99

00015216 SAMSCLUB #6425 - Purchase

\$7.88

00015160 ATLAS OFFICE PRODUCTS - Purcha

\$25.66

00014570 SPRINT AQUATICS - Purchase

\$1,333.48

00014632 SAMSCLUB #6425 - Purchase

\$105.44

00014941 SAMSCLUB #6425 - Purchase

\$232.26

Bills and Claims

City of Casper

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00014941	SAMSCLUB #6425 - Purchase	\$10.88	
00014941	SAMSCLUB #6425 - Purchase	\$74.70	
00014689	SUN COUNTRY DISTRIBUTI - Purch	\$684.76	
00014469	NORCO INC - Purchase	\$51.79	
00014516	SAMS CLUB #6425 - Purchase	\$499.30	
00014516	SAMS CLUB #6425 - Purchase	\$37.85	
00014516	SAMS CLUB #6425 - Purchase	\$24.50	
00014780	SUN COUNTRY DISTRIBUTI - Purch	\$8,089.02	
00014554	SAMS INTERNET - Purchase	\$197.45	
00015443	SAMSCLUB #6425 - Purchase	\$3.58	
00014570	SPRINT AQUATICS - Purchase	\$450.00	
00014941	SAMSCLUB #6425 - Purchase	\$15.34	
00014941	SAMSCLUB #6425 - Purchase	\$44.82	
00015382	HAWKINS INC - Purchase	\$245.28	
00015383	URGENT CARE OF CASPER - Purcha	\$180.00	
00015280	ALBERTSONS - Purchase	\$31.95	
00015443	SAMSCLUB #6425 - Purchase	\$3.58	
00015174	AMERICAN RED CROSS - Purchase	\$490.00	
00015443	SAMSCLUB #6425 - Purchase	\$9.09	
00015231	ATLAS OFFICE PRODUCTS - Purcha	\$27.73	
00014521	NORCO INC - Purchase	\$344.84	
		\$13,429.55	Subtotal for Dept. Aquatics
00014380	AIRGAS CENTRAL - Purchase	\$25.65	
00014624	COCA COLA BOTTLING CO - Purcha	\$23.75	
00014606	CITY TREASURER - Purchase	\$3,900.00	
00015169	SWANA - Purchase	\$425.00	
00015129	AMERI-TECH EQUIPMENT C - Credi	(\$282.00)	
00015353	BAILLYS PLUMBING HEAT - Purch	\$1,833.25	
00015275	MMS - Purchase	\$4,796.10	
00015019	BEARING BELTCHAIN00244 - Purch	\$34.28	
00014963	AMERI-TECH EQUIPMENT C - Purch	\$983.22	
00014562	EPG COMPANIES INC - Purchase	\$5,484.12	
00014485	IN CASPER SAFETY LLC - Purcha	\$565.00	
00014972	SAMS CLUB #6425 - Purchase	\$127.00	
00014865	WW GRAINGER - Purchase	\$495.72	
00014224	WYOMING RENTS - Purchase	\$530.00	
00014945	0970 CED - Purchase	\$28.04	
00014856	COCA COLA BOTTLING CO - Purcha	\$16.50	
00014426	INTERSTATE ALL BATTERY - Purch	\$33.95	
00014894	MENARDS CASPER - Purchase	\$27.18	
00014914	HILLCREST SPRING WATER - Purch	\$16.50	
00014030	CPU VENTURE TECH NETWO - Purch	\$34.90	
00014912	VOLVO OF MILLS - Purchase	\$419.80	
00014765	MENARDS CASPER - Purchase	\$50.78	
00014383	JOHNNY APPLESEED, INC. - Purch	\$8,380.00	
00013403	CASPER STAR TRIBUNE - Purchase	\$234.00	
00014927	SWANA - Purchase	\$200.00	
00014470	ACT TTCI - Purchase	\$2,954.00	
00014641	BARGREEN WYOMING 25 - Purchase	\$5.95	
00014788	WW GRAINGER - Purchase	\$38.19	

Bills and Claims

City of Casper

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00014845	THE UPS STORE 2200 - Purchase	\$93.11	
00014014	BAVCO - Purchase	\$316.00	
00014631	ENERGY LABORATORIES - Purchase	\$4,016.00	
00015084	BEARING BELTCHAIN00244 - Purch	\$62.99	
00015085	WYOMING STEEL AND RECY - Purch	\$221.63	
00014944	QUALITY OFFICE SOLUTIO - Purch	\$145.37	
00014657	QUALITY OFFICE SOLUTIO - Purch	\$120.69	
00014661	BARGREEN WYOMING 25 - Purchase	\$136.85	
00014666	BAILEYS ACE HARDWARE - Purchas	\$14.98	
00014690	RAMADA RIVERSIDE PLAZA - Purch	\$83.00	
00014678	BAILEYS ACE HARDWARE - Purchas	\$27.42	
00014775	BAILEYS ACE HARDWARE - Purchas	\$180.79	
00014642	METECH, INC. - Purchase	\$3,855.80	
00014631	ENERGY LABORATORIES - Purchase	\$1,036.00	
		\$41,691.51	Subtotal for Dept. Balefill
00013796	BRIDGER STEEL CASPER - Purchas	\$2,564.06	
		\$2,564.06	Subtotal for Dept. Buildings & Grounds
00014833	BLOEDORN LUMBER CASPER - Purch	\$13.98	
00015030	BLOEDORN LUMBER CASPER - Purch	\$2.50	
00015108	SHERWIN WILLIAMS #3439 - Purch	\$271.30	
00015516	CRUM ELECTRIC SUPPLY C - Purch	\$39.52	
00014781	DENNIS SUPPLY COMPAN - Purchas	\$27.45	
00015504	WW GRAINGER - Purchase	\$10.00	
00015483	DENNIS SUPPLY COMPAN - Purchas	\$86.45	
00013948	WW GRAINGER - Purchase	\$107.04	
00015474	FLEMING SUPPLY - Purchase	\$20.65	
00015460	DENNIS SUPPLY COMPAN - Purchas	\$83.75	
00015529	DIAMOND VOGEL PAINT #7 - Purch	\$29.75	
00015471	FERGUSON ENT #3069 - Purchase	\$41.58	
00015447	SHERWIN WILLIAMS #3439 - Purch	\$5.01	
00015573	SHERWIN WILLIAMS #3439 - Purch	\$720.40	
00015420	NORCO INC - Purchase	\$50.11	
00014854	WW GRAINGER - Purchase	\$20.59	
00013188	CASPER WINNELSON CO - Purchase	\$73.00	
00015327	BLOEDORN LUMBER CASPER - Purch	\$43.78	
00014962	BLOEDORN LUMBER CASPER - Purch	\$33.98	
00015121	WESTERN LOCKSMITH - Purchase	\$7.50	
00015215	HOUSTON SUPPLY 20 - Purchase	\$20.63	
00015212	BLOEDORN LUMBER CASPER - Purch	\$30.70	
00015247	MENARDS CASPER - Purchase	\$123.96	
00015081	LONG BLDG. TECHNOLOGIE - Purch	\$424.70	
00015250	DIAMOND VOGEL PAINT #7 - Purch	\$39.96	
00015223	HOUSTON SUPPLY 20 - Purchase	\$41.85	
00015573	SHERWIN WILLIAMS #3439 - Purch	\$125.37	
00015294	BLOEDORN LUMBER CASPER - Purch	\$43.57	
00015277	SHERWIN WILLIAMS #3439 - Purch	\$213.96	
00015186	BAILEYS ACE HARDWARE - Purchas	\$8.49	
00015269	SUTHERLANDS 2219 - Purchase	\$4.49	
00015222	CASPER WINNELSON CO - Purchase	\$39.63	
00015199	BLOEDORN LUMBER CASPER - Purch	\$201.06	

Bills and Claims

City of Casper

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00013781	BLOEDORN LUMBER CASPER - Purch	\$32.93
00014920	MENARDS CASPER - Purchase	\$3.29
00014791	FASTENAL COMPANY01 - Purchase	\$11.15
00014903	BARGREEN WYOMING 25 - Purchase	\$19.20
00014347	BAILEYS ACE HARDWARE - Purchas	\$2.79
00014919	BLOEDORN LUMBER CASPER - Purch	\$28.64
00014352	SHERWIN WILLIAMS #3439 - Purch	\$19.89
00014354	XPEDX-INTL PAPER - Purchase	\$43.73
00013939	NORCO INC - Purchase	\$109.36
00014909	BLOEDORN LUMBER CASPER - Purch	\$42.76
00013944	BLOEDORN LUMBER CASPER - Purch	\$12.99
00014907	BLOEDORN LUMBER CASPER - Purch	\$8.54
00014175	CASPER WINNELSON CO - Purchase	\$224.47
00014767	CASPER WINNELSON CO - Purchase	\$5.68
00014051	BLOEDORN LUMBER CASPER - Purch	\$45.70
00014766	FERGUSON ENT #3069 - Purchase	\$29.23
00013960	SUTHERLANDS 2219 - Purchase	\$96.64
00014756	FASTENAL COMPANY01 - Purchase	\$11.95
00014742	BLOEDORN LUMBER CASPER - Purch	\$5.66
00014685	SUTHERLANDS 2219 - Purchase	\$37.35
00014739	HUB FLOOR COVERING INC - Purch	\$26.11
00014733	BLOEDORN LUMBER CASPER - Purch	\$6.14
00014691	NORCO INC - Purchase	\$594.02
00014712	CPS DISTRIBUTORS INC C - Purch	\$16.06
00014140	SUTHERLANDS 2219 - Purchase	\$11.65
00014122	DENNIS SUPPLY COMPAN - Purchas	\$5.34
00014902	HOSE & RUBBER SUPPLY - Purchas	\$165.75
00014887	CRUM ELECTRIC SUPPLY C - Purch	\$112.15
00013176	CASPER WINNELSON CO - Purchase	\$141.97
00014128	WW GRAINGER - Purchase	\$118.36
00014177	CASPER WINNELSON CO - Purchase	\$57.68
00014118	BRIDGER STEEL CASPER - Purchas	\$24.20
00013655	BLOEDORN LUMBER CASPER - Credi	(\$91.40)
00014823	BLOEDORN LUMBER CASPER - Purch	\$28.38
00014139	BLOEDORN LUMBER CASPER - Purch	\$15.29
00014852	WESTERN LOCKSMITH - Purchase	\$57.50
00013580	DENNIS SUPPLY COMPAN - Purchas	\$12.47
00014868	SUTHERLANDS 2219 - Purchase	\$75.99
00014869	DENNIS SUPPLY COMPAN - Purchas	\$59.33
00014315	RMI - CASPER - Purchase	\$192.00
00014093	SAMSClub #6425 - Purchase	\$157.26
00014314	HD SUPPLY UTILITIES, L - Purch	\$118.32
00014821	HERCULES INDUSTRIES CA - Purch	\$23.27
00014147	CRESCENT ELECTRIC 103 - Purcha	\$192.53
00013927	WW GRAINGER - Purchase	\$8.16
00015092	BARGREEN WYOMING 25 - Purchase	\$168.89
00014658	LONG BLDG. TECHNOLOGIE - Purch	\$135.00
00014891	HOSE & RUBBER SUPPLY - Purchas	\$7.50
00014066	CASPER CONTRACTOR SUPP - Purch	\$33.13
00014190	CASPER WINNELSON CO - Purchase	\$359.77

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00014192 LIGHTING SUPPLY - Purchase	\$16.80	
00014199 CASPER WINNELSON CO - Purchase	\$45.36	
00014082 CASPER WINNELSON CO - Purchase	\$12.45	
00013182 CASPER WINNELSON CO - Purchase	\$97.66	
00014875 WOODWORKERS SUPPLY, IN - Purch	\$87.43	
00014782 CASPER CONTRACTOR SUPP - Purch	\$37.80	
	\$6,928.98	Subtotal for Dept. Buildings And Grounds
00014092 SHERWIN WILLIAMS #3439 - Purch	\$185.11	
00013953 OVERHEAD DOOR COMPANY - Purcha	\$231.20	
00014187 SHERWIN WILLIAMS #3439 - Purch	\$1,080.60	
00015025 BUSH-WELLS SPORTING GO - Purch	\$458.00	
00015206 MICHAELS FENCE & SUPPL - Purch	\$1,893.60	
	\$3,848.51	Subtotal for Dept. Capital Projects
00014664 ATLAS OFFICE PRODUCTS - Purcha	\$28.99	
00014647 LONG BLDG. TECHNOLOGIE - Purch	\$3,747.58	
00014476 PARKWAY PLAZA - Purchase	\$7,691.04	
00014644 ALBERTSONS - Purchase	\$12.13	
00015060 CASPER CONTRACTOR SUPP - Purch	\$61.20	
00014757 KISTLER TENT AWNING - Purchas	\$580.00	
00014943 VIDEO EQUIPMENT RENTAL - Purch	\$2,188.75	
00013724 CASPER STAR TRIBUNE - Purchase	\$426.40	
00015283 BUDGET TRUCK0486000053 - Purch	\$485.70	
00015427 PEDENS INC. - Purchase	\$308.00	
00014744 STAPLES 00114181 - Purch	\$408.98	
00014625 NATURAL GROCERSCA - Purchase	\$202.06	
00015435 HARBOR FREIGHT TOOLS 3 - Purch	\$95.98	
00015195 CADDIE SHACK RESTAURAN - Purch	\$264.00	
00015038 CHARTER COMM - Purchase	\$140.20	
00014759 NATURAL GROCERSCA - Purchase	\$10.65	
00014651 FINANCIAL SERVICES - Purchase	\$1,099.05	
00014703 SAMSClub #6425 - Purchase	\$37.40	
00014653 ALBERTSONS - Purchase	\$35.13	
00014968 CASPER CONTRACTOR SUPP - Purch	\$400.92	
00014473 PARKWAY PLAZA - Purchase	\$791.46	
00014610 SAMSClub #6425 - Purchase	\$121.52	
00014515 PARKWAY PLAZA - Purchase	\$225.00	
00015482 THE HOME DEPOT 6001 - Purchase	\$58.81	
00014611 IAAM INC - Purchase	\$455.00	
00014517 PARKWAY PLAZA - Purchase	\$106.48	
	\$19,982.43	Subtotal for Dept. Casper Events Center
00014700 STOTZ EQUIPMENT - Credit	(\$167.90)	
00014966 NORCO INC - Purchase	\$157.81	
00014640 MOUNTAIN STATES LITHOG - Purch	\$14.14	
00015087 TORRINGTON SOD FARMS - Purchas	\$730.00	
00014708 STOTZ EQUIPMENT - Credit	(\$130.96)	
00014743 STOTZ EQUIPMENT - Credit	(\$321.56)	
00014859 BAILEYS ACE HARDWARE - Purchas	\$1,019.80	
00014684 MOUNTAIN STATES LITHOG - Purch	\$127.26	
00015063 SUTHERLANDS 2219 - Purchase	\$59.98	
	\$1,488.57	Subtotal for Dept. Cemetery

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00014964 THOMSON WEST TCD - Purchase	\$1,057.20	
00014738 HEADSETSCOM - Purchase	\$17.85	
00015054 ATLAS OFFICE PRODUCTS - Purcha	\$13.20	
00014812 CASPER STAR TRIBUNE - Purchase	\$239.20	
	\$1,327.45	Subtotal for Dept. City Attorney
00014412 GALLES GRNHS & HEPP LN - Purch	\$81.36	
00014439 GALLES GRNHS & HEPP LN - Credi	(\$86.45)	
	(\$5.09)	Subtotal for Dept. City Hall
00015171 CRESCENT ELECTRIC 103 - Purcha	\$6,600.00	
00015058 BAILEYS ACE HARDWARE - Purchas	\$19.95	
00015459 AMBI MAIL AND MARKETIN - Purch	\$509.91	
00015237 XEROX CORPORATION/RBO - Purcha	\$89.30	
00015049 ALBERTSONS - Purchase	\$27.90	
00015032 CPU VENTURE TECH NETWO - Purch	\$29.99	
00015068 BAILEYS ACE HARDWARE - Purchas	\$52.40	
00015181 ATLAS OFFICE PRODUCTS - Purcha	\$11.19	
	\$7,340.64	Subtotal for Dept. City Manager
00014985 VZWRLLS IVR VB - Purchase	\$42.04	
00015089 ATLAS OFFICE PRODUCTS - Purcha	\$169.79	
00014655 ATLAS OFFICE PRODUCTS - Purcha	\$6.88	
00015040 ATLAS OFFICE PRODUCTS - Purcha	\$178.05	
	\$396.76	Subtotal for Dept. Code Enforcement
00015458 AMBI MAIL AND MARKETIN - Purch	\$1,210.00	
00014998 CASPER STAR TRIBUNE - Purchase	\$1,100.00	
00015308 CASPER STAR TRIBUNE - Purchase	\$704.00	
00015000 EGGINGTONS - Purchase	\$85.00	
00014985 VZWRLLS IVR VB - Purchase	\$30.02	
	\$3,129.02	Subtotal for Dept. Council
00014978 ATLAS OFFICE PRODUCTS - Purcha	\$43.88	
00014483 ATLAS OFFICE PRODUCTS - Purcha	\$7.71	
00014949 ATLAS REPRODUCTION - Purchase	\$44.00	
00014985 VZWRLLS IVR VB - Purchase	\$50.89	
00015151 FAMILY DOLLAR #5767 - Purchase	\$37.00	
00014460 ATLAS OFFICE PRODUCTS - Purcha	\$431.58	
00014953 XEROX CORPORATION/RBO - Purcha	\$24.20	
00014376 ISC,INC - Purchase	\$547.82	
00014679 CASPER CONTRACTOR SUPP - Purch	\$107.88	
00013670 ATLAS OFFICE PRODUCTS - Purcha	\$64.02	
	\$1,358.98	Subtotal for Dept. Engineering
00014826 CPU VENTURE TECH NETWO - Purch	\$119.99	
00014030 CPU VENTURE TECH NETWO - Purch	\$229.99	
00014991 ATLAS OFFICE PRODUCTS - Purcha	\$57.51	
00015041 WHEATLAND TRAVEL GEN - Purchas	\$16.16	
00015251 ELI RESEARCH NC 800 2 - Purch	\$189.00	
00015105 AMERISTAR - HOTEL - Purchase	\$218.60	
00015070 A&W WHEATLAND TRAVEL P - Purch	\$7.40	
00014007 AMAZON.COM - Purchase	\$57.16	
00014537 ATLAS OFFICE PRODUCTS - Purcha	\$4.56	
00015086 ALSCO SLCAS - Purchase	\$11.61	

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00015157	CORNER STORE 4545 - Purchase	\$39.33	
00014701	NORCO INC - Purchase	\$59.86	
00015066	A&W WHEATLAND TRAVEL P - Purch	\$6.56	
00014563	BEST BUY 00015271 - Purch	\$74.73	
00015044	ALSCO SLCAS - Purchase	\$11.61	
00014834	BEST BUY 00015271 - Credi	(\$25.99)	
00014860	SUTHERLANDS 2219 - Purchase	\$45.47	
00015075	SUTHERLANDS 2219 - Purchase	\$6.57	
	\$1,130.12 Subtotal for Dept.		Finance
00014857	NORCO INC - Purchase	\$589.51	
00014716	OVERHEAD DOOR COMPANY - Purcha	\$225.00	
00015079	ATLAS OFFICE PRODUCTS - Purcha	\$38.30	
00014741	WITMER PUBLIC SAFETY G - Purch	\$1,509.93	
00014735	GAYLORD TEXAN FRONT DE - Purch	\$168.00	
00014732	SHEET METAL SPECIALTIE - Purch	\$101.12	
00014663	BEARING BELTCHAIN00244 - Purch	\$36.65	
00014725	OVERHEAD DOOR COMPANY - Purcha	\$1,004.75	
00014983	GAYLORD TEXAN FRONT DE - Credi	(\$168.00)	
00014795	CASPER STAR TRIBUNE - Purchase	\$258.80	
00015255	IN JOHNSON ROBERTS & - Purcha	\$27.80	
00014878	ALERT ALL CORP - Purchase	\$2,020.00	
00014831	PAUL CONWAY SHIELDS - Purchase	\$214.50	
00014853	SAMSCLUB #6425 - Purchase	\$1,025.78	
00014844	MY EDUCATIONAL RESOURC - Purch	\$516.00	
00014615	SUTHERLANDS 2219 - Purchase	\$3.84	
00014979	INK CARTRIDGES	\$294.54	
00014979	PAPER, POST ITS, PENS	\$196.63	
00014673	INT'L CODE COUNCIL INC - Purch	\$225.00	
00015148	CASPER FIRE EXTINGUISH - Purch	\$129.70	
00015120	MOUNTAIN WEST TELEPHON - Purch	\$86.00	
00015057	THE HOME DEPOT 6001 - Purchase	\$7.62	
00015145	WW GRAINGER - Purchase	\$235.58	
00015228	HOSE & RUBBER SUPPLY - Purcha	\$55.07	
00015488	FEDEX 91382013 - Purchase	\$37.02	
00015102	THE HOME DEPOT 6001 - Purchase	\$226.88	
00015172	INTERNATIONAL ASSOC - Purchase	\$677.00	
00014819	WAL-MART #1617 - Purchase	\$55.39	
00015452	AMBI MAIL AND MARKETIN - Purch	\$305.33	
00014822	BARGREEN WYOMING 25 - Purchase	\$443.20	
00015205	SQ ATLANTIC ELECTRIC, - Purch	\$371.99	
00015452	AMBI MAIL AND MARKETIN - Purch	\$118.75	
00015380	ATLAS OFFICE PRODUCTS - Purcha	\$4.51	
00015125	CASPER FIRE EXTINGUISH - Purch	\$151.00	
00015037	BEARING BELTCHAIN00244 - Purch	\$310.05	
00015273	PROMOTIONS NOW - Purchase	\$309.18	
00014388	WAL-MART #3778 - Purchase	\$19.89	
00014880	INTL ASSOC OF FIRE CHI - Purch	\$615.00	
00015103	UNITED 01674043539206 - Pur	\$406.50	
00014857	NORCO INC - Purchase	\$357.20	
00014711	TARGET 00001644 - Purch	\$7.34	

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

	\$13,218.35	Subtotal for Dept.	Fire
00015249 AMERICAN ASSOCIATION F - Purch	\$150.00		
00013688 THE HOME DEPOT 6001 - Credit	(\$36.00)		
00013571 THE HOME DEPOT 6001 - Purchase	\$112.20		
00014391 JAS TOWNSEND AND SONS - Purcha	\$60.00		
00013920 ATLAS OFFICE PRODUCTS - Purcha	\$45.85		
00014287 SUTHERLANDS 2219 - Purchase	\$38.66		
00014349 PETCO 1456 63514566 - Purch	\$23.98		
00015182 ATLAS OFFICE PRODUCTS - Purcha	\$79.10		
00014341 DAKOTAS BEST DISTRIBUT - Purch	\$145.00		
00014437 NASCO MAIL ORDER - Purchase	\$43.78		
00015258 TY INC - Purchase	\$213.70		
00014284 PFIRE-MERCH - Purchase	\$99.95		
00015213 AMAZON MKTPLACE PMTS - Purchas	\$19.93		
	\$996.15	Subtotal for Dept.	Fort Caspar
00014722 BEARING BELTCHAIN00244 - Purch	\$74.58		
00014702 STOTZ EQUIPMENT - Purchase	\$234.36		
00014728 WEAR PARTS INC - Purchase	\$11.52		
00014769 VOLVO OF MILLS - Purchase	\$25.50		
00014590 HENSLEY BATTERY & ELEC - Purch	\$75.96		
00014258 DOMINO'S 6042 - Purchase	\$52.45		
00014731 BEARING BELTCHAIN00244 - Purch	\$13.02		
00014723 STOTZ EQUIPMENT - Purchase	\$167.90		
00014787 DRIVE TRAIN INDUSTRIES - Purch	\$35.16		
00014686 SAFETY KLEEN SYSTEMS B - Purch	\$970.20		
00014749 STOTZ EQUIPMENT - Purchase	\$130.96		
00012886 S&S CASPER- PARTS - Credit	(\$5,125.00)		
00014671 BEARING BELTCHAIN00244 - Purch	\$283.52		
00014786 STOTZ EQUIPMENT - cowl,str mtr	\$1,054.06		
00014971 BEARING BELTCHAIN00244 - Purch	\$25.50		
00014719 STOTZ EQUIPMENT - Purchase	\$106.20		
00014779 JACKS TRUCK AND EQUPMT - CHS/4	\$10.41		
00014667 BEARING BELTCHAIN00244 - Purch	\$21.46		
00014656 GREINER MOTOR COMPANY - Purcha	\$408.75		
00014648 HENSLEY BATTERY & ELEC -CABLE/	\$4.97		
00014752 STOTZ EQUIPMENT - Purchase	\$26.36		
00014643 WW GRAINGER - Purchase	\$71.20		
00014662 NORCO INC - Purchase	\$118.11		
00014796 DRIVE TRAIN INDUSTRIES - Purch	\$519.04		
00014639 GREINER MOTOR COMPANY - Purcha	\$129.90		
00014799 MACDONALD EQUIPMENT CO - Purch	\$1,887.36		
00014840 GREINER MOTOR COMPANY - Purcha	\$95.46		
00014682 STOTZ EQUIPMENT - Purchase	\$5.79		
00015083 STOTZ EQUIPMENT - Credit	(\$31.79)		
00014794 AMERI-TECH EQUIPMENT C - Purch	\$3,962.90		
00015093 CASPER TIRE - Purchase	\$70.00		
00014468 BEARING BELTCHAIN00244 - Purch	\$25.75		
00014569 ALSCO SLCAS - Purchase	\$800.24		
00014687 STOTZ EQUIPMENT - Purchase	\$246.30		
00014659 BEARING BELTCHAIN00244 - Credi	(\$61.88)		

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00012896	S&S CASPER- PARTS - Credit	(\$5,125.00)	
00014116	HERCULES INDUSTRIES CA - Purch	\$657.72	
00014985	VZWRLSS IVR VB - Purchase	\$16.99	
00014704	STOTZ EQUIPMENT - Purchase	\$321.56	
00014935	GREINER MOTOR COMPANY - Purcha	\$676.71	
00014772	POWER EQUIPMENT CO CAS - Purch	\$2,765.04	
00014915	SAMSClub #6425 - Purchase	\$123.31	
00014692	GREINER BUICK GMC CADI - Purch	\$75.62	
00014851	CPU VENTURE TECH NETWO - Purch	\$145.90	
00014802	WW GRAINGER - Purchase	\$16.00	
00014697	BEARING BELTCHAIN00244 - Purch	\$10.60	
00014724	BEARING BELTCHAIN00244 - HEAD	\$271.77	
00014799	MACDONALD EQUIPMENT CO - 35372	\$23.03	
00014699	BEARING BELTCHAIN00244 - Purch	\$192.58	
00014720	HOSE & RUBBER SUPPLY - ADAPTER	\$9.91	
00014800	JACKS TRUCK AND EQUPMT - S472-	\$392.67	
00014881	GREINER MOTOR COMPANY - Purcha	\$312.82	
00015017	GREINER MOTOR COMPANY - Credit	(\$110.00)	
00014717	BEARING BELTCHAIN00244 - Purch	\$11.49	
00015096	DRIVE TRAIN INDUSTRIES - Credi	(\$519.04)	
00014552	GREINER MOTOR COMPANY - Purcha	\$5.19	
00015209	GREINER MOTOR COMPANY - Purcha	\$83.31	
00015022	BEARING BELTCHAIN00244 - Purch	\$47.38	
00015031	SUPERIOR SIGNALS PP 7 - Purch	\$253.07	
00015021	HENSLEY BATTERY & ELEC - Purch	\$79.82	
00013997	CASPER TIRE - Purchase	\$190.00	
00015126	STOTZ EQUIPMENT - Purchase	\$317.80	
00014073	ISC,INC - Purchase	\$461.66	
00015127	DECKER AUTO GLASS - Purchase	\$80.00	
00013935	SQ SHAD KLINE - REPAIR NORTH	\$170.00	
00014804	ALBERTSONS - Purchase	\$16.99	
00015024	BEARING BELTCHAIN00244 - Purch	\$30.14	
	\$8,451.26 Subtotal for Dept.		Garage
00014942	GROWTH PRODUCTS - Purchase	\$2,235.20	
00014926	CPS DISTRIBUTORS INC C - Purch	\$97.73	
00014835	MIDLAND IMPLEMENT CO - Purchas	\$280.81	
00015088	OFFICE MAX - Purchase	\$104.96	
00015077	HOSE & RUBBER SUPPLY - Purchas	\$96.12	
00014681	CPS DISTRIBUTORS INC C - Purch	\$547.88	
00014940	CPS DISTRIBUTORS INC C - Purch	\$1,720.00	
00015453	EATON SALES & SERVICE - Purcha	\$579.33	
00015114	BARGREEN WYOMING 25 - Purchase	\$283.60	
00015238	BEARING BELTCHAIN00244 - Purch	\$14.19	
00015109	CHARTER COMM - Purchase	\$135.31	
00015444	R & R REST STOPS - Purchase	\$755.13	
00014817	WEAR PARTS INC - Purchase	\$14.53	
00015315	MENARDS CASPER - Purchase	\$92.97	
00015210	TURF MASTER LLC - Purchase	\$742.50	
00015400	CPS DISTRIBUTORS INC C - Purch	\$59.99	
00014736	WESTCO - Purchase	\$566.10	

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00015146 MIDLAND IMPLEMENT CO - Purchas	\$183.13	
00014638 STAPLES 00114181 - Purch	\$153.99	
00014402 GROWTH PRODUCTS - Purchase	\$2,230.50	
00014162 MIDLAND IMPLEMENT CO - Purchas	\$262.43	
00015107 GALLES GRNHS & HEPP LN - Purch	\$39.75	
00014311 SAFETY KLEEN SYSTEMS B - Purch	\$364.98	
00014755 71 CONSTRUCTION INC #1 - Purch	\$572.76	
00014636 GOLDEN WEST INDUS SUPP - Purch	\$1,291.46	
	\$13,425.35	Subtotal for Dept. Golf Course
00014882 BINDEPENDENT INC - Purchase	\$110.55	
	\$110.55	Subtotal for Dept. Health Insurance
00015159 ENERGY LABORATORIES - Purchase	\$15.00	
00013413 CASPER STAR TRIBUNE - Purchase	\$394.84	
00015050 AIRGAS CENTRAL - Purchase	\$75.39	
00015511 SNOW KING - Purchase	\$266.68	
00014987 BEARING BELTCHAIN00244 - Purch	\$23.38	
00014985 VZWRLSS IVR VB - Purchase	\$25.05	
00014672 BenMeds 1020205842 - Purchase	\$124.58	
00015153 ORKIN 854 - Purchase	\$84.27	
00014668 THE HOME DEPOT 6001 - Purchase	\$184.61	
00015055 WCI OF WYOMING, INC - Purchase	\$220.00	
	\$1,413.80	Subtotal for Dept. Hogadon
00014714 ATLAS OFFICE PRODUCTS - Purcha	\$6.88	
00015039 ATLAS OFFICE PRODUCTS - Purcha	\$33.20	
00015097 USPS 57155809430310940 - Purch	\$6.49	
00014806 ABSO - Purchase	\$751.85	
00014645 ATLAS OFFICE PRODUCTS - Purcha	\$337.52	
00015342 SAMSClub #6425 - Purchase	\$8.98	
00014753 ACT NEOGOV - User Conf - Purch	\$799.00	
00014680 ATLAS OFFICE PRODUCTS - Purcha	\$48.05	
00015393 ATLAS OFFICE PRODUCTS - Purcha	\$19.35	
	\$2,011.32	Subtotal for Dept. Human Resources
00014571 BAILEYS ACE HARDWARE - Purchas	\$69.00	
00015143 SAMS CLUB #6425 - Purchase	\$41.98	
00015132 BAILEYS ACE HARDWARE - Purchas	\$58.53	
00015443 SAMSClub #6425 - Purchase	\$8.38	
00015409 SAMSClub #6425 - Purchase	\$181.70	
00015443 SAMSClub #6425 - Purchase	\$3.21	
00015369 SAMSClub #6425 - Purchase	\$23.24	
00015316 JARCO INDUSTRIES - Purchase	\$729.99	
00015160 ATLAS OFFICE PRODUCTS - Purcha	\$25.66	
00015154 SAM'S CLUB #6425	(\$2.00)	
00014941 SAMSClub #6425 - Purchase	\$74.70	
00014750 SAMSClub #6425 - Purchase	\$176.58	
00014518 BARGREEN WYOMING 25 - Purchase	\$8.40	
00014516 SAMS CLUB #6425 - Purchase	\$24.50	
00015117 ADOBE SYSTEMS, INC. - Purchase	\$9.99	
	\$1,433.86	Subtotal for Dept. Ice Arena
00015101 TAXI CAB SERVICE - Purchase	\$17.80	

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00014877	APCO INTERNATIONAL INC - Purch	\$69.00	
00014905	AVIATOR'S BBQ - Purchase	\$5.77	
00014967	DECLAN SUITES F&B - Purchase	\$22.55	
00014660	SAMSCLUB #6425 - Credit	(\$2.22)	
00014649	SAMSCLUB #6425 - Purchase	\$138.86	
00014999	GASLAMP ROCKIN BAJA - Purchase	\$21.86	
00015045	STARBUCKS #05899 SAN D - Purch	\$8.70	
00015015	MASALA SPICES OF INDIA - Purch	\$18.70	
00014827	APCO INTERNATIONAL INC - Purch	\$425.00	
00015002	JOLT N JOES SAN DI - Purchase	\$12.80	
00015168	HUB MARKET - Purchase	\$8.63	
00015053	CVS PHARMACY #4768 - Purchase	\$4.49	
00015111	UNITED 01626015421166 - Pur	\$25.00	
00015302	UNITED 01624159693936 - Pur	\$585.70	
00014997	DECLAN SUITES HOTEL - Credit	(\$1,288.90)	
00014930	BLARNEY STONE PUB - Purchase	\$13.00	
00014947	UNITED 01629289204642 - Pur	\$8.99	
00015071	MIMMO'S - Purchase	\$33.16	
00014896	DECLAN SUITES HOTEL - Purchase	\$1,288.90	
00014863	EB SHAREPOINT FEST DE - Purch	\$745.00	
00014917	TAXI CAB SERVICE - Purchase	\$18.72	
		\$2,181.51	Subtotal for Dept. Information Services
00014746	Claim ADJ/RESPOND FIRST A - Cr	(\$58.64)	
00015116	BEARING BELTCHAIN00244 - Purch	\$128.04	
00014754	CASPER ANIMAL CENTER, - Purcha	\$480.82	
00014792	BEAUCOUP SWOOZIE'S LLC - Purch	\$267.95	
00014745	USPS 57155809430310940 - Purch	\$8.70	
00013778	RESPOND FIRST AID - Purchase	\$58.64	
00014695	AMBI MAIL AND MARKETIN - Purch	\$3.28	
00014707	CAMPBELL PET CO - WHOL - Purch	\$802.17	
00014675	NORCO INC - Purchase	\$208.46	
00015297	4IMPRINT - Purchase	\$373.73	
00014748	COMMUNICATION TECHNOLO - Purch	\$294.00	
00014861	ORIENTAL TRADING CO - Purchase	\$460.68	
		\$3,027.83	Subtotal for Dept. Metro Animal
00014933	Utah APA - WP Conference Feder	\$268.76	
00014933	Utah APA - WP Conference Local	\$28.24	
00014669	THE WONDER BAR - Local match	\$1.35	
00014669	THE WONDER BAR - Federal Porti	\$12.85	
		\$311.20	Subtotal for Dept. Metropolitan Planning
00015290	NORCO INC - Purchase	\$80.50	
00015311	NORCO INC - Purchase	\$530.13	
		\$610.63	Subtotal for Dept. Parking
00015104	TOP OFFICE PRODUCTS - Purchase	\$30.28	
00015124	CPS DISTRIBUTORS INC C - Purch	\$197.30	
00015448	WW GRAINGER - Purchase	\$480.00	
00015347	CPS DISTRIBUTORS INC C - Purch	\$570.98	
00015337	WW GRAINGER - Purchase	\$9.40	
00015256	THE HOME DEPOT 6001 - Purchase	\$539.33	
00015272	MICHAELS FENCE & SUPPL - Purch	\$482.76	

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00015167	THE HOME DEPOT 6001 - Purchase	\$40.20
00015180	MENARDS CASPER - Purchase	\$1,899.91
00015197	MICHAELS FENCE & SUPPL - Purch	\$213.30
00015218	MICHAELS FENCE & SUPPL - Purch	\$132.66
00015184	WW GRAINGER - Purchase	\$255.69
00015253	MICHAELS FENCE & SUPPL - Purch	\$414.16
00015140	BAILEYS ACE HARDWARE - Credit	(\$6.34)
00014808	FLEMING SUPPLY - Purchase	\$16.80
00015334	WW GRAINGER - Purchase	\$106.60
00014885	CPS DISTRIBUTORS INC C - Purch	\$391.50
00014884	CPS DISTRIBUTORS INC C - Purch	\$49.67
00014871	R & R REST STOPS - Purchase	\$259.20
00014893	CPS DISTRIBUTORS INC C - Purch	\$563.00
00014832	CPS DISTRIBUTORS INC C - Purch	\$116.61
00014693	BEACON ATHLETICS - Purchase	\$204.68
00014688	CPS DISTRIBUTORS INC C - Purch	\$49.34
00014929	CPS DISTRIBUTORS INC C - Purch	\$100.50
00014922	CPS DISTRIBUTORS INC C - Purch	\$79.50
00014514	NETWORK FLEET. INC. - Purchase	\$51.90
00014637	NORCO INC - Purchase	\$26.00
00014618	BEACON ATHLETICS - Purchase	\$816.60
00015011	VOLVO OF MILLS - Purchase	\$71.72
00014915	SAMSCLUB #6425 - Purchase	\$50.00
00014530	CPS DISTRIBUTORS INC C - Purch	\$252.21
00014925	WAUSAU TILE INC. - Purchase	\$2,000.00
00014430	CPS DISTRIBUTORS INC C - Purch	\$14.97
00014848	CASPER CONTRACTOR SUPP - Purch	\$182.25
00014811	AMERICAN SWING COM - Purchase	\$446.85
00014696	CPS DISTRIBUTORS INC C - Purch	\$37.39
00014785	CPS DISTRIBUTORS INC C - Purch	\$329.20
00014970	SUTHERLANDS 2219 - Purchase	\$92.05
00014730	CPS DISTRIBUTORS INC C - Purch	\$265.80
00014886	BLOEDORN LUMBER CASPER - Purch	\$31.24
00014939	STAPLES 00114181 - Purch	\$54.39
00014810	BAILEYS ACE HARDWARE - Purchas	\$13.99
00014956	BAILEYS ACE HARDWARE - Purchas	\$5.99
00014627	ANTHEM SPRT - Purchase	\$223.98
00014727	CPS DISTRIBUTORS INC C - Purch	\$202.25
00014726	CPS DISTRIBUTORS INC C - Purch	\$4.97
00015194	CPS DISTRIBUTORS INC C - Purch	\$380.93
00015028	WYOMING RENTS - Purchase	\$360.00
00014694	CPS DISTRIBUTORS INC C - Purch	\$159.00
00014709	CPS DISTRIBUTORS INC C - Purch	\$12.60
00014994	PIONEER REVERE 8008771 - Purch	\$1,250.00
00015100	NORCO INC - Purchase	\$203.46
00015118	CPS DISTRIBUTORS INC C - Purch	\$115.45
00015328	THE HOME DEPOT 6001 - Purchase	\$7.47
00015198	CASPER CONTRACTOR SUPP - Purch	\$233.97
00014990	MIDLAND IMPLEMENT CO - Purchas	\$272.94
00015162	BAILEYS ACE HARDWARE - Purchas	\$49.98

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00015131	MICHAELS FENCE & SUPPL - Purch	\$9.00	
00015034	ATLAS OFFICE PRODUCTS - Purcha	\$21.15	
00015204	OREILLY AUTO 00027466 - Purch	\$66.98	
00015095	THE HOME DEPOT 6001 - Purchase	\$118.78	
		\$15,632.49	Subtotal for Dept. Parks
00015004	CASPER STAR TRIBUNE - Purchase	\$78.65	
00015208	USPS 57155809430310940 - Purch	\$38.05	
00015165	USPS 57155809430310940 - Purch	\$1.40	
00015413	ATLAS REPRODUCTION - Purchase	\$6.00	
00014655	ATLAS OFFICE PRODUCTS - Purcha	\$6.88	
00014828	ATLAS REPRODUCTION - Purchase	\$12.00	
		\$142.98	Subtotal for Dept. Planning
00014721	ATLAS OFFICE PRODUCTS - Purcha	\$100.08	
00014900	PARK RIDGE BEHAVIORAL - Purcha	\$250.00	
00014797	QDOBA #2791 - Purchase	\$78.65	
00015001	ATLAS OFFICE PRODUCTS - Purcha	\$367.43	
00015005	QUALITY OFFICE SOLUTIO - Purch	\$87.58	
00015348	ATLAS OFFICE PRODUCTS - Purcha	\$82.30	
00014975	IN EXPRESS PRINTING C - Purch	\$328.00	
00014954	WM SUPERCENTER #3778 - Purchas	\$49.88	
00014633	WAL-MART #1617 - Purchase	\$19.74	
00014916	ATLAS OFFICE PRODUCTS - Purcha	\$23.14	
00014635	CASPER ANIMAL CENTER, - Purcha	\$54.18	
00014899	GREINER MOTOR COMPANY - Purcha	\$52.12	
00015082	RMIN - Purchase	\$250.00	
00015007	ENTENMANN-ROVIN COMPAN - Purch	\$50.00	
00014807	THE HOME DEPOT 6001 - Purchase	\$72.42	
00014773	PEDENS INC. - Purchase	\$105.00	
00015254	HENSLEY BATTERY & ELEC - Purch	\$209.08	
00015012	NMI NATIONWIDE/ALLIED - Purcha	\$50.00	
00015094	IN EXPRESS PRINTING C - Purch	\$1,692.00	
00015301	USPS 57155809430310940 - Purch	\$12.98	
00015176	HARTZ E&F TOWING & REC - Purch	\$600.00	
00014770	SAFEWAY STORE00024687 - Purch	\$38.83	
00014814	RESPOND FIRST AID - Purchase	\$161.02	
00014855	THE HOME DEPOT 6001 - Credit	(\$72.42)	
00014867	R & R REST STOPS - Purchase	\$138.92	
00014761	KMART 4736 - Purchase	\$57.96	
00015073	QUALITY OFFICE SOLUTIO - Purch	\$151.98	
00014825	ALBERTSONS - Purchase	\$64.85	
00014715	RICOH USA, INC - Purchase	\$31.35	
00014737	TLO TRANSUNION - Purchase	\$110.00	
00014751	PARK RIDGE BEHAVIORAL - Purcha	\$500.00	
00014654	COKER TIRE CO-MO - Purchase	\$67.81	
00014864	THE HOME DEPOT 6001 - Purchase	\$71.82	
		\$5,856.70	Subtotal for Dept. Police
00015042	WPSANTENNAS.COM - Purchase	\$105.43	
		\$105.43	Subtotal for Dept. Police Dept
00014839	EXPEDIA EXPEDIA.COM - Purchase	\$246.93	
00015261	NOLAND FEED INC. - Purchase	\$31.49	

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00015291 PIZZA HUT #240 - Purchase	\$75.00	
00014888 SQ JAMES D. ENGLISH & - Purch	\$512.00	
	\$865.42	Subtotal for Dept. Police Grants
00015027 IRMI - Purchase	\$39.00	
	\$39.00	Subtotal for Dept. Property & Liability Insurance
00014976 ERC WIPING PRODUCTS IN - Purch	\$419.00	
00014494 DECKER AUTO GLASS - Purchase	\$60.35	
00014516 SAMS CLUB #6425 - Purchase	\$7.98	
00014516 SAMS CLUB #6425 - Purchase	\$14.43	
00015062 RICOH USA, INC - Purchase	\$298.26	
00014941 SAMSCLUB #6425 - Purchase	\$65.27	
00014516 SAMS CLUB #6425 - Purchase	\$12.25	
00014941 SAMSCLUB #6425 - Purchase	\$52.29	
00014455 AMAZON MKTPLACE PMTS - Purchas	\$11.95	
00014498 BAILEYS ACE HARDWARE - Purchas	\$3.00	
00014941 SAMSCLUB #6425 - Purchase	\$33.96	
00014698 NORCO INC - Purchase	\$311.61	
00015062 RICOH USA, INC - Purchase	\$298.26	
00015270 BUREAU OF LAND MGMT - Purchase	\$102.00	
00015443 SAMSCLUB #6425 - Purchase	\$110.68	
00015160 ATLAS OFFICE PRODUCTS - Purcha	\$94.11	
00015231 ATLAS OFFICE PRODUCTS - Purcha	\$55.46	
00015443 SAMSCLUB #6425 - Purchase	\$14.98	
00015443 SAMSCLUB #6425 - Purchase	\$8.38	
00014516 SAMS CLUB #6425 - Purchase	\$36.75	
00014516 SAMS CLUB #6425 - Purchase	\$47.18	
00014508 BAILEYS ACE HARDWARE - Purchas	\$11.07	
	\$2,069.22	Subtotal for Dept. Recreation
00014872 PILOT 00007591 - Purch	\$170.00	
00014577 PHOENIX TAPE & SUPPLY - Purcha	\$946.20	
00014626 SMITHS FOOD #4185 - Purchase	\$15.00	
00014803 INTERNATIONAL TRANSACTION - Pu	\$10.49	
00014616 WYOMING STEEL AND RECY - Purch	\$6,458.70	
00014392 CMI-TECO - Purchase	\$48.28	
00014747 WYOMING STEEL AND RECY - Purch	\$144.00	
00014944 QUALITY OFFICE SOLUTIO - Purch	\$145.38	
00014729 PAYPAL WYOMINGFOOD - Purchase	\$180.00	
00014657 QUALITY OFFICE SOLUTIO - Purch	\$120.68	
00014972 SAMS CLUB #6425 - Purchase	\$127.01	
00014946 SPORTSMANS WAREHOUSE 1 - Purch	\$2.99	
00015104 TOP OFFICE PRODUCTS - Purchase	\$28.09	
00014895 STAPLES 00114181 - Purch	\$32.98	
00015155 MENARDS CASPER - Purchase	\$13.49	
00015147 ISTOCK INTERNATIONAL - Purcha	\$19.99	
00014777 COASTER FACTORY - Purchase	\$1,311.00	
00014514 NETWORK FLEET. INC. - Purchase	\$570.90	
00014925 WAUSAU TILE INC. - Purchase	\$106.97	
00014422 BAILEYS ACE HARDWARE - Purchas	\$13.74	
00014545 BEARING BELTCHAIN00244 - Purch	\$713.04	
00014960 MICHAELS FENCE & SUPPL - Purch	\$4.00	

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00014901	MENARDS CASPER - Purchase	\$49.50	
00014450	MOUNTAIN WEST TELEPHON - Purch	\$129.00	
00014326	PILOT 00007591 - Purch	\$21.00	
		\$11,382.43	Subtotal for Dept. Refuse Collection
00014547	BAILEYS ACE HARDWARE - Purchas	\$11.18	
00015338	WATERWORKS INDUSTRIES - Purcha	\$234.60	
00014501	HENSLEY BATTERY & ELEC - Purch	\$209.08	
00015243	SUBWAY 03126703 - Purch	\$34.75	
00015150	STEAMBOATS - Purchase	\$33.58	
00015274	SAMS CLUB #6425 - Purchase	\$68.96	
00015281	WATERWORKS INDUSTRIES - Purcha	\$54.29	
00015214	CASPER CONTRACTOR SUPP - Purch	\$5.87	
00014985	VZWRLSS IVR VB - Purchase	\$16.99	
00015138	SMITH RV SALES AND SER - Purch	\$961.95	
00015156	BAILEYS ACE HARDWARE - Purchas	\$43.16	
00014910	EPASALES - Purchase	\$252.67	
00015394	THE UPS STORE 2200 - Purchase	\$31.42	
00014514	NETWORK FLEET. INC. - Purchase	\$25.95	
		\$1,984.45	Subtotal for Dept. Sewer
00014592	MIS INDUSTRIAL SUPPLY - Purcha	\$324.00	
00014988	MONTPELIER BROADCASTIN - Purch	\$500.00	
00014683	WL CONSTRUCTION SUPPLY - Purch	\$399.99	
00014320	CASPER CONTRACTOR SUPP - Purch	\$39.00	
00014911	MOBILE CONCRETE, INC - Purchas	\$237.44	
00014793	CASPER CONTRACTOR SUPP - Purch	\$1,734.54	
00014514	NETWORK FLEET. INC. - Purchase	\$622.80	
00014897	WAL-MART #3778 - Purchase	\$35.96	
00014849	AMERIGAS propane - Purchas	\$34.55	
00014985	VZWRLSS IVR VB - Purchase	\$25.05	
00014790	BLOEDORN LUMBER CASPER - Purch	\$163.92	
00014829	AMERIGAS propane - Purchas	\$59.70	
00015046	CENTRAL TRUCK & DIESEL - Purch	\$6,495.00	
00014921	KNIFE RIVER 5701 - Purchase	\$501.25	
00013747	CASPER STAR TRIBUNE - Purchase	\$385.96	
00013783	CASPER STAR TRIBUNE - Purchase	\$415.56	
00015119	AMERIGAS AMERIGAS - Purcha	\$65.60	
00015043	POWER EQUIPMENT CO CAS - Purch	\$277.76	
00015104	TOP OFFICE PRODUCTS - Purchase	\$30.26	
00015036	FASTENAL COMPANY01 - Purchase	\$9.57	
00015065	FASTENAL COMPANY01 - Credit	(\$12.60)	
00015188	WATERWORKS INDUSTRIES - Purcha	\$79.60	
00015034	ATLAS OFFICE PRODUCTS - Purcha	\$21.14	
00015276	WATERWORKS INDUSTRIES - Purcha	\$17.50	
00014713	BAILEYS ACE HARDWARE - Purchas	\$16.39	
00015317	BOBCAT OF CASPER - Purchase	\$3,250.00	
00014915	SAMSLUB #6425 - Purchase	\$50.00	
00015069	FASTENAL COMPANY01 - Purchase	\$21.98	
		\$15,801.92	Subtotal for Dept. Streets
00014514	NETWORK FLEET. INC. - Purchase	\$155.70	
00014385	POTTERS FLEX O LITE - Purchase	\$1,488.00	

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00015136	THE HOME DEPOT 6001 - Purchase	\$94.68	
00015014	BAILEYS ACE HARDWARE - Purchas	\$10.00	
00015234	CRUM ELECTRIC SUPPLY C - Purch	\$78.84	
00014985	VZWRLSS IVR VB - Purchase	\$16.99	
00014965	CRESCENT ELECTRIC 103 - Purcha	\$48.72	
00014763	SHERWIN WILLIAMS #3439 - Purch	\$39.80	
00013423	CASPER STAR TRIBUNE - Purchase	\$355.90	
		\$2,288.63	Subtotal for Dept. Traffic
00014509	CPS DISTRIBUTORS INC C - Purch	\$14.72	
00015047	SHERWIN WILLIAMS #3439 - Purch	\$165.87	
00014985	VZWRLSS IVR VB - Purchase	\$82.70	
00015392	NORCO INC - Purchase	\$57.25	
00015248	WW GRAINGER - Purchase	\$40.64	
00014938	BAILEYS ACE HARDWARE - Purchas	\$49.97	
00014838	DIXON CREEK SOFTWARE - Purchas	\$1,500.00	
00014836	CPU VENTURE TECH NETWO - Purch	\$14.99	
00014992	ATLAS OFFICE PRODUCTS - Purcha	\$111.27	
00014824	WW GRAINGER - Purchase	\$46.84	
00014862	WATERWORKS INDUSTRIES - Purcha	\$205.00	
00014798	WEAR PARTS INC - Purchase	\$18.35	
00014801	CRUM ELECTRIC SUPPLY C - Purch	\$341.53	
00015341	SAMSCLUB #6425 - Purchase	\$116.80	
00015377	BEARING BELTCHAIN00244 - Purch	\$9.17	
00014623	ENERGY LABORATORIES - Purchase	\$2,500.50	
00014805	ENERGY LABORATORIES - Purchase	\$30.00	
00015178	BAILEYS ACE HARDWARE - Purchas	\$102.85	
00014948	USPS 57155809430310940 - Purch	\$25.14	
00014513	HOSE & RUBBER SUPPLY - Purchas	\$99.27	
00015203	HOSE & RUBBER SUPPLY - Purchas	\$43.50	
00015201	TYCO VALVES&CONTROLS L - Purch	\$3,281.05	
00014505	WEAR PARTS INC - Purchase	\$66.50	
00014705	DEWITT WATER - Purchase	\$50.00	
00015059	HENSLEY BATTERY & ELEC - Purch	\$93.13	
00014363	HARRINGTON 08 DENVER - Purchas	\$565.94	
00014448	HOSE & RUBBER SUPPLY - Purchas	\$1,395.89	
00015098	ATLAS OFFICE PRODUCTS - Purcha	\$11.64	
00015099	HOSE & RUBBER SUPPLY - Purchas	\$269.89	
00014957	HOSE & RUBBER SUPPLY - Purchas	\$12.10	
00015366	STOTZ EQUIPMENT - Purchase	\$58.23	
00015264	HAJOCA KEENAN SUPP 25 - Purcha	\$94.96	
00015187	BEARING BELTCHAIN00244 - Purch	\$170.91	
00015381	RESPOND FIRST AID - Purchase	\$184.23	
00015239	WW GRAINGER - Purchase	\$0.24	
00015236	WW GRAINGER - Purchase	\$59.63	
		\$11,890.70	Subtotal for Dept. Waste Water
00015411	ENERGY LABORATORIES - Purchase	\$345.00	
00015325	CASPER CONTRACTOR SUPP - Purch	\$303.38	
00015033	COMMUNICATION TECHNOLO - Purch	\$522.75	
00015314	WW GRAINGER - Purchase	\$7.02	
00015386	SUTHERLANDS 2219 - Purchase	\$3.96	

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00015177	ATLAS OFFICE PRODUCTS - Purcha	\$6.22
00015288	DANA KEPNER CO. - Purchase	\$366.06
00015367	AMBI MAIL AND MARKETIN - Purch	\$71.23
00015278	WYOMING RENTS - Purchase	\$70.00
00015266	KNIFE RIVER 5701 - Purchase	\$238.00
00015332	SUTHERLANDS 2219 - Purchase	\$58.56
00015385	CASPER CONTRACTOR SUPP - Purch	\$135.06
00015410	CASPER CONTRACTOR SUPP - Purch	\$12.02
00014771	MOBILE CONCRETE, INC - Purchas	\$834.00
00014710	TOP OFFICE PRODUCTS - Purchase	\$235.68
00014774	INBERG MILLER ENGINEER - Purch	\$630.00
00014551	MENARDS CASPER - Purchase	\$32.64
00014959	ENERGY LABORATORIES - Purchase	\$127.00
00014318	MENARDS CASPER - Purchase	\$2,795.51
00015052	CASPER CONTRACTOR SUPP - Purch	\$7.04
00014951	GREINER MOTOR COMPANY - Purcha	\$6.08
00014784	MR. D'S FOOD CENTER - Purchase	\$31.75
00014652	MENARDS CASPER - Purchase	\$84.97
00015229	SUTHERLANDS 2219 - Purchase	\$5.86
00014985	VZWRLSS IVR VB - Purchase	\$38.47
00015023	WAL-MART #3778 - Purchase	\$45.32
00015064	ENERGY LABORATORIES - Purchase	\$45.00
00015142	ENERGY LABORATORIES - Purchase	\$660.00
00014913	DANA KEPNER CO. - Purchase	\$122.56
00015286	SUTHERLANDS 2219 - Purchase	\$23.99
00014901	MENARDS CASPER - Purchase	\$49.50
00014883	ENERGY LABORATORIES - Purchase	\$270.00
00015155	MENARDS CASPER - Purchase	\$13.49
00014985	VZWRLSS IVR VB - Purchase	\$25.05
00015078	WEAR PARTS INC - Purchase	\$20.45
00013850	PRAIRIE PELLA WYOMING - Purcha	\$142.00
00014650	ENERGY LABORATORIES - Purchase	\$30.00
00014706	HOLIDAY LODGE - Purchase	\$75.00
00014514	NETWORK FLEET. INC. - Purchase	\$103.80
00014186	BLOEDORN LUMBER CASPER - Purch	\$788.08
00014768	ENERGY LABORATORIES - Purchase	\$1,085.00
00013681	PRAIRIE PELLA WYOMING - Purcha	\$59.00
00015193	CRETEX CONCRETE PRODUC - Purch	\$3,231.50
00014876	GANNETT GRILL - LANDER - Purch	\$35.72
00015029	CASPER CONTRACTOR SUPP - Purch	\$69.84
00014815	MOUNTAIN STATES PIPE & - Purch	\$26.28
00015207	WW GRAINGER - Purchase	\$174.89
00014718	UNITED STATES WELDING - Purcha	\$19.23
00014467	UNION WIRELESS - Purchase	\$129.73
00015139	QUALITY LOGO PRODUCTS - Purcha	\$497.78
00014980	DALCO INDUSTRIES INC - Purchas	\$420.00
00015262	ENERGY LABORATORIES - Purchase	\$895.00
00014870	HARBOR FREIGHT TOOLS 3 - Purch	\$14.99
00015322	ATLAS OFFICE PRODUCTS - Purcha	\$18.93
00015372	ATLAS OFFICE PRODUCTS - Purcha	\$7.12

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

00015363 SUTHERLANDS 2219 - Purchase	\$75.22	
00015345 CASPER CONTRACTOR SUPP - Purch	\$42.39	
00013197 IN ARCHITECTURAL DOOR - Purch	\$1,150.44	
	\$17,335.56	Subtotal for Dept. Water
00014937 ENERGY LABORATORIES - Purchase	\$681.00	
00015384 USPS 57155809430310940 - Purch	\$53.41	
00014652 MENARDS CASPER - Purchase	\$115.81	
00014952 ALBERTSONS #2060 - Purchase	\$98.08	
00014602 SUTHERLANDS 2219 - Purchase	\$186.87	
00014523 FERGUSON ENT #3069 - Purchase	\$29.45	
00014898 UNITED STATES WELDING - Purcha	\$4,949.05	
00014604 MENARDS CASPER - Purchase	\$35.77	
00014879 XEROX CORP - RBO - Purchase	\$177.66	
00014429 WW GRAINGER - Purchase	\$365.04	
00014830 FERGUSON ENT #3069 - Purchase	\$5.50	
00014858 WEAR PARTS INC - Purchase	\$18.76	
00014630 CRUM ELECTRIC SUPPLY C - Purch	\$113.54	
00014842 UPS 0000008F045W264 - Purchase	\$268.44	
00014818 SUTHERLANDS 2219 - Purchase	\$8.94	
00014820 IN INDUSTRIAL MAINTAI - Purch	\$141.00	
00014985 VZWLSS IVR VB - Purchase	\$25.05	
00014889 ALSCO SLCAS - Purchase	\$68.80	
00014986 ATLAS OFFICE PRODUCTS - Purcha	\$194.24	
00015217 KONE INC. - Purchase	\$2,466.72	
00015343 UPS 0000008F045W294 - Purchase	\$137.39	
00015352 COASTAL CHEMICAL CO LL - Purch	\$358.83	
00015123 SAFEWAY STORE 00004333 - Purch	\$22.96	
00015360 HACH COMPANY - Purchase	\$964.12	
00015331 UPS 0000008F045W284 - Purchase	\$139.25	
00015387 ATLAS OFFICE PRODUCTS - Purcha	\$15.75	
00014614 WW GRAINGER - Purchase	\$499.32	
00015035 ATLAS OFFICE PRODUCTS - Purcha	\$13.81	
00015318 ATLAS OFFICE PRODUCTS - Purcha	\$17.55	
00014789 DECKER AUTO GLASS - Purchase	\$162.95	
00014674 WW GRAINGER - Purchase	\$109.80	
00014758 USPS 57155809430310940 - Purch	\$14.49	
00014904 COASTAL CHEMICAL CO LL - Purch	\$65.02	
00014890 VOLVO OF MILLS - Purchase	\$908.72	
00014809 UPS 0000008F045W274 - Purchase	\$217.16	
00015402 CASPER STAR TRIBUNE - Purchase	\$132.12	
	\$13,782.37	Subtotal for Dept. Water Treatment Plant
00015362 BAILEYS ACE HARDWARE - Purchas	\$10.58	
00015134 WARNE CHEMICAL AND EQU - Purch	\$1,287.00	
00015112 CENTRAL TRUCK & DIESEL - Purch	\$6,495.00	
00014874 BAILEYS ACE HARDWARE - Purchas	\$5.98	
00014892 VAN DIEST SUPPLY COMPA - Purch	\$698.89	
00015336 HOSE & RUBBER SUPPLY - Purchas	\$183.61	
00015349 VOLVO RENTS OF LONGMON - Purch	\$123.79	
00015006 BARGREEN WYOMING 25 - Purchase	\$20.50	
	\$8,825.35	Subtotal for Dept. Weed And Pest

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

\$259,805.95 Subtotal for Vendor

PEPSI COLA OF CASPER
29422 PRODUCT

\$132.80
\$132.80 Subtotal for Dept. Ice Arena
\$132.80 Subtotal for Vendor

PHIPPS CONSTRUCTION

RIN0024084 REVERSE RETAINAGE ENTRY
9 RETAIN PAY CYB
RIN0024084 RETAIN PAY CYB
RIN0024084 RETAINAGE

RIN0024084 CASPER YOUTH BASEBALL FIELD OF

\$4,148.40
\$4,148.40
(\$4,148.40)
(\$18,328.40)
(\$14,180.00) Subtotal for Dept. Capital Projects
\$55,664.00
\$55,664.00 Subtotal for Dept. Parks
\$41,484.00 Subtotal for Vendor

POLISHED CONCRETE

07-09-2014 FIRE 3 POLISHED CONCRETE REPAI

\$19,350.00
\$19,350.00 Subtotal for Dept. Property & Liability Insurance
\$19,350.00 Subtotal for Vendor

POPE CONSTRUCTION,INC

7149 RETAIN PAY MISC WINDOW POPE

7149 2014 MISCELLANEOUS WINDOW

(\$11,247.10)
(\$11,247.10) Subtotal for Dept. Capital Projects
\$112,471.00
\$112,471.00 Subtotal for Dept. City Manager
\$101,223.90 Subtotal for Vendor

POSTAL PROS, INC.

73725 BILL PRINTING

\$11,176.01
\$11,176.01 Subtotal for Dept. Finance
\$11,176.01 Subtotal for Vendor

PREVISH, MALISSA/DAVID

0022468558 DEPOSIT/CREDIT REFUND

\$26.15
\$26.15 Subtotal for Dept. Water
\$26.15 Subtotal for Vendor

PUBWORKS

219-001 PUB WORKS JOB COSTING SOFTWARE
219-001 PUB WORKS JOB COSTING SOFTWARE

\$10,000.00
\$10,000.00 Subtotal for Dept. Balefill
\$1,000.00
\$1,000.00 Subtotal for Dept. Cemetery
\$2,000.00
\$2,000.00 Subtotal for Dept. Parks
\$5,100.00
\$1,500.00
\$6,600.00 Subtotal for Dept. Streets
\$1,025.00
\$1,025.00 Subtotal for Dept. Traffic
\$25,000.00

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

219-001 PUB WORKS JOB COSTING SOFTWARE

\$25,000.00 Subtotal for Dept. Water
\$4,000.00
\$4,000.00 Subtotal for Dept. Weed And Pest
\$49,625.00 Subtotal for Vendor

PUCILLO, SHARON

0022509943 DEPOSIT/CREDIT REFUND

\$50.63
\$50.63 Subtotal for Dept. Water
\$50.63 Subtotal for Vendor

PUTNAM, NATHAN

0022468566 DEPOSIT/CREDIT REFUND

\$51.34
\$51.34 Subtotal for Dept. Water
\$51.34 Subtotal for Vendor

QQUEST SOFTWARE SYSTEMS

0000232607 FINAL CONTRACT PAYMENT PLUS

\$9,479.00
\$9,479.00 Subtotal for Dept. Capital Projects
\$9,479.00 Subtotal for Vendor

QUELCH, JESSICA

0022509934 DEPOSIT/CREDIT REFUND

\$75.00
\$75.00 Subtotal for Dept. Water
\$75.00 Subtotal for Vendor

RENEWABLE EARTH MATERIALS

5 PLAYSOF WOOD FIBER

6 PLAYSOF WOOD FIBER

\$2,528.00
\$2,863.75
\$5,391.75 Subtotal for Dept. Parks
\$5,391.75 Subtotal for Vendor

RESOURCE STAFFING

3488 LABOR

\$164.26
\$164.26 Subtotal for Dept. Casper Events Center
\$164.26 Subtotal for Vendor

RICHARD YOUNG

RIN0024025 MILEAGE REIMB. JUNE 2014

\$45.01
\$45.01 Subtotal for Dept. Fort Caspar
\$45.01 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016907251402 ELECTRICITY

AP00014907031419 ELECTRICITY

\$2,337.70
\$5,295.61
\$7,633.31 Subtotal for Dept. Aquatics

AP00016707251402 ELECTRICITY

\$2,949.84
\$2,949.84 Subtotal for Dept. Balefill

AP00016807251402 ELECTRICITY

\$139.06
\$139.06 Subtotal for Dept. Buildings And Grounds

AP00015307251402 ELECTRICITY

\$19,424.68
\$19,424.68 Subtotal for Dept. Casper Events Center

AP00015007251402 ELECTRICITY

\$170.87

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

	\$170.87	Subtotal for Dept.	Cemetery
AP00015107031419 ELECTRICITY	\$916.86		
AP00015107031419 ELECTRICITY	\$25.10		
AP00015107031419 ELECTRICITY	\$463.94		
AP00015107031419 ELECTRICITY	\$4,671.74		
AP00015107031419 ELECTRICITY	\$24.82		
	\$6,102.46	Subtotal for Dept.	City Hall
AP00015507251402 ELECTRICITY	\$2,771.52		
	\$2,771.52	Subtotal for Dept.	Fire
AP00015607031419 ELECTRICITY	\$1,071.02		
	\$1,071.02	Subtotal for Dept.	Fort Caspar
AP00015407251402 ELECTRICITY	\$2,832.79		
	\$2,832.79	Subtotal for Dept.	Garage
AP00015707031419 ELECTRICITY	\$4,549.69		
	\$4,549.69	Subtotal for Dept.	Golf Course
AP00015807251402 ELECTRICITY	\$1,833.84		
	\$1,833.84	Subtotal for Dept.	Hogadon
AP00015907031419 ELECTRICITY	\$4,844.49		
	\$4,844.49	Subtotal for Dept.	Ice Arena
AP00016007251402 ELECTRICITY	\$1,120.49		
	\$1,120.49	Subtotal for Dept.	Metro Animal
54730761-001 4 ELECTRICITY	\$30.30		
AP00016107251402 ELECTRICITY	\$9,062.54		
	\$9,092.84	Subtotal for Dept.	Parks
AP00017107251402 ELECTRICITY	\$37.14		
	\$37.14	Subtotal for Dept.	Planning
AP00016207251402 ELECTRICITY	\$305.42		
	\$305.42	Subtotal for Dept.	Police
AP00015207031419 ELECTRICITY	\$4,650.63		
	\$4,650.63	Subtotal for Dept.	Recreation
AP00016307251402 ELECTRICITY	\$462.60		
	\$462.60	Subtotal for Dept.	Sewer
AP00017007251402 ELECTRICITY	\$79.26		
AP00016407251402 ELECTRICITY	\$54,279.09		
	\$54,358.35	Subtotal for Dept.	Traffic
AP00016607251402 ELECTRICITY	\$27,157.84		
	\$27,157.84	Subtotal for Dept.	Waste Water
AP00016507251402 ELECTRICITY	\$32,117.46		
	\$32,117.46	Subtotal for Dept.	Water
RIN0024058 ELECTRICITY	\$83,909.68		
RIN0024058 ELECTRICITY	\$7,279.95		
	\$91,189.63	Subtotal for Dept.	Water Treatment Plant
	\$274,815.97	Subtotal for Vendor	
RYAN HIEB			
07/22/14 CLOTHING ALLOWANCE	\$88.00		
	\$88.00	Subtotal for Dept.	Police

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

\$88.00 Subtotal for Vendor

SARA NELSON

2446 CLOTHING ALLOWANCE

\$73.77

\$73.77 Subtotal for Dept. Police

\$73.77 Subtotal for Vendor

SCOTT SCHULTE

RIN0024115 TRAVEL EXPENSES

\$379.00

\$379.00 Subtotal for Dept. Police

\$379.00 Subtotal for Vendor

SHANE CHANEY

RIN0024048 TRAVEL EXPENSES

\$66.00

\$66.00 Subtotal for Dept. Police

\$66.00 Subtotal for Vendor

SHANNON DALEY

1063 CLOTHING ALLOWANCE

\$151.18

\$151.18 Subtotal for Dept. Police

\$151.18 Subtotal for Vendor

SHOSHONE DISTRIBUTING CO., INC.

001993 POSTCARDS, PUZZLES, WY DECAL,

\$970.00

\$970.00 Subtotal for Dept. Fort Caspar

\$970.00 Subtotal for Vendor

SKYLINE RANCHES

RIN0024020 SKYLINE RANCHES 201 SEWER

(\$69.56)

RIN0024020 SKYLINE RANCHES 201 SEWER

\$695.56

\$626.00 Subtotal for Dept. Sewer

RIN0024020 SKYLINE RANCHES 201 SEWER

(\$246.01)

(\$246.01) Subtotal for Dept. Waste Water

\$379.99 Subtotal for Vendor

SMARSH, INC

RIN0024096 INTERNET SERVICE JUNE 2014

\$6.50

\$6.50 Subtotal for Dept. Aquatics

RIN0024096 INTERNET SERVICE JUNE 2014

\$57.17

\$57.17 Subtotal for Dept. Balefill

RIN0024096 INTERNET SERVICE JUNE 2014

\$14.29

\$14.29 Subtotal for Dept. Buildings And Grounds

RIN0024096 INTERNET SERVICE JUNE 2014

\$27.29

\$27.29 Subtotal for Dept. Casper Events Center

RIN0024096 INTERNET SERVICE JUNE 2014

\$5.20

\$5.20 Subtotal for Dept. Cemetery

RIN0024096 INTERNET SERVICE JUNE 2014

\$9.10

\$9.10 Subtotal for Dept. City Attorney

RIN0024096 INTERNET SERVICE JUNE 2014

\$7.80

485946 10 MONTHS OF HOSTED EMAIL ARCH

\$1,210.76

\$1,218.56 Subtotal for Dept. City Manager

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

RIN0024096 INTERNET SERVICE JUNE 2014	\$16.89	
	\$16.89	Subtotal for Dept. Code Enforcement
RIN0024096 INTERNET SERVICE JUNE 2014	\$6.50	
	\$6.50	Subtotal for Dept. Communications Center
RIN0024096 INTERNET SERVICE JUNE 2014	\$11.69	
	\$11.69	Subtotal for Dept. Council
RIN0024096 INTERNET SERVICE JUNE 2014	\$14.29	
	\$14.29	Subtotal for Dept. Engineering
RIN0024096 INTERNET SERVICE JUNE 2014	\$37.67	
	\$37.67	Subtotal for Dept. Finance
RIN0024096 INTERNET SERVICE JUNE 2014	\$103.95	
	\$103.95	Subtotal for Dept. Fire
RIN0024096 INTERNET SERVICE JUNE 2014	\$7.80	
	\$7.80	Subtotal for Dept. Fort Caspar
RIN0024096 INTERNET SERVICE JUNE 2014	\$15.59	
	\$15.59	Subtotal for Dept. Garage
RIN0024096 INTERNET SERVICE JUNE 2014	\$5.20	
	\$5.20	Subtotal for Dept. Golf Course
RIN0024096 INTERNET SERVICE JUNE 2014	\$6.50	
	\$6.50	Subtotal for Dept. Hogadon
RIN0024096 INTERNET SERVICE JUNE 2014	\$10.39	
	\$10.39	Subtotal for Dept. Human Resources
RIN0024096 INTERNET SERVICE JUNE 2014	\$5.20	
	\$5.20	Subtotal for Dept. Ice Arena
RIN0024096 INTERNET SERVICE JUNE 2014	\$22.09	
	\$22.09	Subtotal for Dept. Information Services
RIN0024096 INTERNET SERVICE JUNE 2014	\$11.69	
	\$11.69	Subtotal for Dept. Metro Animal
RIN0024096 INTERNET SERVICE JUNE 2014	\$12.99	
	\$12.99	Subtotal for Dept. Municipal Court
RIN0024096 INTERNET SERVICE JUNE 2014	\$20.79	
	\$20.79	Subtotal for Dept. Parks
RIN0024096 INTERNET SERVICE JUNE 2014	\$10.39	
	\$10.39	Subtotal for Dept. Planning
RIN0024096 INTERNET SERVICE JUNE 2014	\$163.72	
	\$163.72	Subtotal for Dept. Police
RIN0024096 INTERNET SERVICE JUNE 2014	\$14.29	
	\$14.29	Subtotal for Dept. Recreation
RIN0024096 INTERNET SERVICE JUNE 2014	\$11.69	
	\$11.69	Subtotal for Dept. Streets
RIN0024096 INTERNET SERVICE JUNE 2014	\$6.50	
	\$6.50	Subtotal for Dept. Traffic
RIN0024096 INTERNET SERVICE JUNE 2014	\$28.59	
	\$28.59	Subtotal for Dept. Waste Water
RIN0024096 INTERNET SERVICE JUNE 2014	\$25.99	
RIN0024096 INTERNET SERVICE JUNE 2014	\$2.60	

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

RIN0024096 INTERNET SERVICE JUNE 2014

SOURCE GAS DIST. LLC

201002773395 NATURAL GAS	\$3,973.04	
207408035186 NATURAL GAS	\$14,182.46	
	\$18,155.50	Subtotal for Dept. Aquatics
207408035190 NATURAL GAS	\$647.82	
	\$647.82	Subtotal for Dept. Balefill
201358411635 NATURAL GAS	\$18.70	
	\$18.70	Subtotal for Dept. Buildings And Grounds
201180478458 NATURAL GAS	\$226.49	
	\$226.49	Subtotal for Dept. Casper Events Center
201180475956 NATURAL GAS	\$74.26	
201091530704 NATURAL GAS	\$15.00	
207408035138 NATURAL GAS	\$1,560.20	
201536374488 NATURAL GAS	\$38.01	
	\$1,687.47	Subtotal for Dept. City Hall
201447389872 NATURAL GAS	\$32.37	
207408035195 NATURAL GAS	\$351.19	
	\$383.56	Subtotal for Dept. Fire
201091533365 NATURAL GAS	\$142.74	
	\$142.74	Subtotal for Dept. Fort Caspar
201180480637 NATURAL GAS	\$306.28	
	\$306.28	Subtotal for Dept. Garage
201447386480 NATURAL GAS	\$57.99	
	\$57.99	Subtotal for Dept. Golf Course
201002773396 NATURAL GAS	\$383.25	
	\$383.25	Subtotal for Dept. Ice Arena
201091535405 NATURAL GAS	\$98.35	
	\$98.35	Subtotal for Dept. Metro Animal
201002773856 NATURAL GAS	\$15.75	
	\$15.75	Subtotal for Dept. Planning
201803316486 NATURAL GAS	\$768.78	
	\$768.78	Subtotal for Dept. Recreation
201803319176 NATURAL GAS	\$18.70	
	\$18.70	Subtotal for Dept. Sewer
207408035189 NATURAL GAS	\$1,281.71	
	\$1,281.71	Subtotal for Dept. Waste Water
207408035167 NATURAL GAS	\$139.14	
207408035188 NATURAL GAS	\$76.44	
	\$215.58	Subtotal for Dept. Water
201091527686 NATURAL GAS	\$1,645.77	
	\$1,645.77	Subtotal for Dept. Water Treatment Plant
	\$26,054.44	Subtotal for Vendor

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

SOYEBO, RASHIDI

0022559246 DEPOSIT/CREDIT REFUND

\$36.94

\$36.94 Subtotal for Dept. Water

\$36.94 Subtotal for Vendor

STATE OF NEBRASKA - DEPT OF MOTOR VEHICLES

RIN0024072 DRIVING RECORD

\$3.00

\$3.00 Subtotal for Dept. Police

\$3.00 Subtotal for Vendor

STATE OF WY. - DEPT. OF ENVIRONMENTAL QUALITY

020 10071-14 ANNUAL LANDFILL BOND

\$3,711.98

3-2-183-2013 STATE LANDFILL PERMIT FEES

\$1,804.73

\$5,516.71 Subtotal for Dept. Balefill

\$5,516.71 Subtotal for Vendor

STATE OF WY. - DIV. OF CRIMINAL INVESTIGATION

RIN0024110 BACKGROUND CHECK-FIRE

\$78.00

\$78.00 Subtotal for Dept. Fire

\$78.00 Subtotal for Vendor

STEVE DOBSON

1519 BOOT REIMBURSEMENT

\$26.24

\$26.24 Subtotal for Dept. Water

\$26.24 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

407041118 OPERATING SUPPLIES-CATERING

\$2,197.93

407080328 ALCOHOL

\$167.40

406281193 OPERATING SUPPLIES-CATERING

(\$80.76)

407080328 CONCESSION SUPPLIES

\$337.66

\$2,622.23 Subtotal for Dept. Casper Events Center

\$2,622.23 Subtotal for Vendor

TANYA HOLMAN

RIN0024053 BOOT REIMBURSEMENT

\$73.50

\$73.50 Subtotal for Dept. Parks

\$73.50 Subtotal for Vendor

TERRACON

T529891 ENVIRONMENTAL MONITORING/REPOR

\$966.00

T529934 SWF AIR EMISSIONS MONITORING A

\$2,253.00

\$3,219.00 Subtotal for Dept. Balefill

\$3,219.00 Subtotal for Vendor

TES, INC

3103 2014 MISC SANITARY SEWER LININ

\$44,705.00

3103 RETAIN PAY 20134 MISC SAN SEW

(\$4,470.50)

\$40,234.50 Subtotal for Dept. Sewer

\$40,234.50 Subtotal for Vendor

TOWN OF MILLS

RIN0024066 REFUND OVERPAYMENT

\$724.43

Bills and Claims

16-Jul-14 to 05-Aug-14

City of Casper

\$724.43 Subtotal for Dept. General Fund

\$724.43 Subtotal for Vendor

TOWNSQUARE MEDIA

MC-114066313 ADS

MCC-114066245 ADS

MCC-114066306 ADS

\$320.00

\$613.50

\$933.50 Subtotal for Dept. Refuse Collection

\$1,000.00

\$1,000.00 Subtotal for Dept. Streets

\$1,933.50 Subtotal for Vendor

TRI MOUNTAIN HOMES

0022468567 DEPOSIT/CREDIT REFUND

\$13.48

\$13.48 Subtotal for Dept. Water

\$13.48 Subtotal for Vendor

TURNER ELKINS

RIN0024071 PARK REFUND

\$300.00

\$300.00 Subtotal for Dept. General Fund Revenue

\$300.00 Subtotal for Vendor

TURNKEY SVCS INC.

284 OTHER CONTRACTUAL

\$4,280.60

\$4,280.60 Subtotal for Dept. City Attorney

\$4,280.60 Subtotal for Vendor

UNITED PARCEL SVC.

000F44F14284 POSTAGE

\$15.92

\$15.92 Subtotal for Dept. Information Services

\$15.92 Subtotal for Vendor

URGENT CARE OF CASPER LLC.

10183 MEDICAL TESTING

8633 MEDICAL TESTING

8852 MEDICAL TESTING

11183 MEDICAL TESTING

\$45.00

\$45.00

\$45.00

\$45.00

\$180.00 Subtotal for Dept. Communications Center

15224 MEDICAL TESTING

14301 MEDICAL TESTING

15142 MEDICAL TESTING

15141 MEDICAL TESTING

\$360.00

\$360.00

\$45.00

\$330.00

\$1,095.00 Subtotal for Dept. Police

1998861 GENERAL: HEP B VAC/HEP B CORE

1998856 NEW HIRE/NON-DOT DRUG TESTING

1998860 POLICE RANDOM DRUG TESTING

1998858 RANDOM DOT DRUG TESTING

1998953 RANDOM TESTING

\$92.00

\$745.00

\$736.00

\$470.00

\$336.00

\$2,379.00 Subtotal for Dept. Property & Liability Insurance

\$3,654.00 Subtotal for Vendor

UTILITY BILL SOLUTIONS GROUP

2940 UTILITY CONSULTING SERVICES

\$35.00

Bills and Claims

16-Jul-14 to 05-Aug-14

City of Casper

2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Aquatics
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Balefill
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Buildings And Grounds
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Casper Events Center
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Cemetery
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	City Attorney
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	City Hall
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	City Manager
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Code Enforcement
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Communications Center
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Council
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Engineering
2940 UTILITY CONSULTING SERVICES	\$140.00	Subtotal for Dept.	Finance
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Fire
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Fort Caspar
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Garage
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Golf Course
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Hogadon
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Human Resources
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Ice Arena
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Information Services
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Metro Animal
2940 UTILITY CONSULTING SERVICES	\$35.00	Subtotal for Dept.	Municipal Court
2940 UTILITY CONSULTING SERVICES	\$35.00		

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

	\$35.00	Subtotal for Dept.	Parks
2940 UTILITY CONSULTING SERVICES	\$35.00		
	\$35.00	Subtotal for Dept.	Planning
2940 UTILITY CONSULTING SERVICES	\$35.00		
	\$35.00	Subtotal for Dept.	Police
2940 UTILITY CONSULTING SERVICES	\$35.00		
	\$35.00	Subtotal for Dept.	Property & Liability Insurance
2940 UTILITY CONSULTING SERVICES	\$35.00		
	\$35.00	Subtotal for Dept.	Recreation
2940 UTILITY CONSULTING SERVICES	\$35.00		
	\$35.00	Subtotal for Dept.	Refuse Collection
2940 UTILITY CONSULTING SERVICES	\$35.00		
	\$35.00	Subtotal for Dept.	Sewer
2940 UTILITY CONSULTING SERVICES	\$35.00		
	\$35.00	Subtotal for Dept.	Streets
2940 UTILITY CONSULTING SERVICES	\$35.00		
	\$35.00	Subtotal for Dept.	Traffic
2940 UTILITY CONSULTING SERVICES	\$35.00		
	\$35.00	Subtotal for Dept.	Waste Water
2940 UTILITY CONSULTING SERVICES	\$35.00		
	\$35.00	Subtotal for Dept.	Water
2940 UTILITY CONSULTING SERVICES	\$35.00		
	\$35.00	Subtotal for Dept.	Water Treatment Plant
	\$1,330.00	Subtotal for Vendor	
VANCOILLIE, ZACH			
0022468562 DEPOSIT/CREDIT REFUND	\$36.78		
	\$36.78	Subtotal for Dept.	Water
	\$36.78	Subtotal for Vendor	
VERIZON WIRELESS			
9727838732 WIRELESS SERVICE	\$88.93		
	\$88.93	Subtotal for Dept.	Communications Center
9728762004 WIRELESS SERVICE	\$1,690.73		
	\$1,690.73	Subtotal for Dept.	Fire
9728111272 WIRELESS SERVICE	\$40.01		
	\$40.01	Subtotal for Dept.	Garage
9727838732 WIRELESS SERVICE	\$178.81		
	\$178.81	Subtotal for Dept.	Metro Animal
9727838732 WIRELESS SERVICE	\$143.21		
9727838733 WIRELESS SERVICE	\$2,841.14		
	\$2,984.35	Subtotal for Dept.	Police
9728762005 WIRELESS SERVICE	\$40.01		
	\$40.01	Subtotal for Dept.	Special Assistance
	\$5,022.84	Subtotal for Vendor	
VISION SVC. PLAN			
RIN0024094 EMPLOY BENEFITS/COBRA	\$30.63		
RIN0024095 EMPLOY BENEFITS/RETIREEES	\$1,091.13		

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

\$1,121.76 Subtotal for Dept. Health Insurance
\$1,121.76 Subtotal for Vendor

VISITS LLC

RIN0024024 CAR WASH

\$8.00
\$8.00 Subtotal for Dept. Code Enforcement
\$8.00 Subtotal for Vendor

WALTON, XAVIER

0022559245 DEPOSIT/CREDIT REFUND

\$19.38
\$19.38 Subtotal for Dept. Water
\$19.38 Subtotal for Vendor

WERCS COMMUNICATIONS

FC869 ETHERNET ACCESS

3782 ETHERNET SERVICE TO DISPATCH

\$8.14
\$8.14 Subtotal for Dept. Communications Center
\$500.00
\$500.00 Subtotal for Dept. Metro Animal
\$508.14 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

BC13014-1010 CEC ARENA LIGHTING RETROFIT

BC13038-1005 MAGIC CARPET LIFT ENG SERV

\$840.00
\$840.00 Subtotal for Dept. City Manager
\$725.00
\$725.00 Subtotal for Dept. Hogadon
\$1,565.00 Subtotal for Vendor

WESTERN ENERGY FAB

0022509939 DEPOSIT/CREDIT REFUND

0022509939 DEPOSIT/CREDIT REFUND

0022509939 DEPOSIT/CREDIT REFUND

\$59.61
\$75.00
\$44.64
\$179.25 Subtotal for Dept. Water
\$179.25 Subtotal for Vendor

WESTERN PLAINS LANDSCAPING LLC.

20342 RETAIN REL LKE MCKNZ DOG PRK

\$7,519.50
\$7,519.50 Subtotal for Dept. Capital Projects
\$7,519.50 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

121030012 ROBERTSON ROAD PATHWAY PROJ 11

130130018 MIDWEST AVE RECONSTRUCTION PRO

111450011 CY AVE/POPLAR INTERSECTION

\$448.00
\$448.00 Subtotal for Dept. Parks
\$10,734.05
\$10,734.05 Subtotal for Dept. Streets
\$693.72
\$693.72 Subtotal for Dept. Water
\$11,875.77 Subtotal for Vendor

WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0024019 WESTLAND PARK 201 SEWER

RIN0024019 WESTLAND PARK 201 SEWER

(\$346.20)
\$3,462.00
\$3,115.80 Subtotal for Dept. Sewer

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

RIN0024019 WESTLAND PARK 201 SEWER

(\$769.23)
(\$769.23) Subtotal for Dept. Waste Water
\$2,346.57 Subtotal for Vendor

WHITE'S BUFFALO SPORTING GOODS

RIN0024041 ANTLER & CROW, PONY BICONE, BL

\$865.54
\$865.54 Subtotal for Dept. Fort Caspar
\$865.54 Subtotal for Vendor

WILLIAM O BOHMAN JR.

RIN0024109 FIRE STN #2 TABLE

\$955.19
\$955.19 Subtotal for Dept. Fire
\$955.19 Subtotal for Vendor

WILLIAMS, PORTER, DAY & NEVILLE, P.C.

58571 ATTORNEY FEES FOR BALERS

\$200.00
\$200.00 Subtotal for Dept. Balefill
\$200.00 Subtotal for Vendor

WILLIE GONZALES

RC00001000193122 BOOT REIMBURSEMENT

\$73.79
\$73.79 Subtotal for Dept. Water
\$73.79 Subtotal for Vendor

WOLF GANG OF WY

1012 JULY 2014 CABLE CH 3 TV PROD.

\$3,833.33
\$3,833.33 Subtotal for Dept. Council
\$3,833.33 Subtotal for Vendor

WORTHINGTON, LENHART & CARPENTER

2014-10887 DESIGN & CA FOR HIGHLAND PARK/

\$27,079.27
\$27,079.27 Subtotal for Dept. Streets

2014-10866 DESIGN OF FIRST STREET

\$8,818.50
\$8,818.50 Subtotal for Dept. Water
\$35,897.77 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000068365 COOPERATIVE AGREEMENT - BRYAN

\$2,789.25
\$2,789.25 Subtotal for Dept. Streets
\$2,789.25 Subtotal for Vendor

WYATT ELECTRIC INC.

2239 INSTALL LIGHTING-MONUMENT

\$11,900.00
\$11,900.00 Subtotal for Dept. Parks
\$11,900.00 Subtotal for Vendor

YOUNG, CONNER

0022509938 DEPOSIT/CREDIT REFUND

\$41.39
\$41.39 Subtotal for Dept. Water
\$41.39 Subtotal for Vendor

Bills and Claims

City of Casper

16-Jul-14 to 05-Aug-14

Grand Total

\$4,068,860.33

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 08/05/14

Payroll Disbursements

7/17/14	City Payroll	\$ 1,229,228.00
7/17/14	Benefits and Deductions	\$ 205,870.30
7/21/14	Exceptions	\$ 5,355.69
7/21/14	Benefits and Deductions	\$ 894.40
7/23/14	Employee Bonus	\$ 506,000.00
7/23/14	Benefits and Deductions	\$ 46,168.00
7/24/14	Fire Payroll	\$ 163,049.48
7/24/14	Benefits and Deductions	\$ 50,535.41
7/31/14	City Payroll	\$ 1,148,596.04
7/31/14	Benefits and Deductions	\$ 198,547.51

	Total Payroll	<u><u>\$ 3,554,244.83</u></u>
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Additional Fees

	Total Fees	<u><u>\$ -</u></u>
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Additional AP

	Total Additional AP	<u><u>\$ -</u></u>
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August 5, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V. H. McDonald, Administrative Services Director 
SUBJECT: Public Hearing for Retail Liquor License No. 2

Recommendation:

That Council, by minute action, authorize the Transfer of Ownership of Retail Liquor License #2, from GMRI, Inc., to Red Lobster Hospitality LLC., d.b.a Red Lobster #6374, located at 5010 E 2nd Street.

Summary:

An application has been received for a Transfer of Ownership Retail Liquor License #2, from GMRI, Inc., to Red Lobster Hospitality LLC., d.b.a Red Lobster #6374, located at 5010 E 2nd Street.

As required by State Statute, a notice was published in a local newspaper twice a week for two consecutive weeks and is being advertised on the city's website (www.casperwy.gov).

**WOLF CREEK EIGHT
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 27th day of June, 2014 by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").

2. Mesa Development, Inc., 550 North Poplar Street, Casper, Wyoming 82601 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Lots 10 and 11 and Talon Drive, Mountain Plaza Addition No. 6 to create Wolf Creek Eight, comprising 19.75-acres, more or less.
- C. A plat of Wolf Creek Eight ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

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

SECTION 5 – GENERAL PROVISIONS

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

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

Mesa Development, Inc.
550 North Poplar Street
Casper, Wyoming 82601

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

- I. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS:

By: Dee Hardy

Printed Name: Dee Hardy

Title: Administrative Assistant II

OWNER
Mesa Development, Inc.

By: [Signature]

Printed Name: Randall S. Hall

Title: President

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2014 by Paul L. Meyer as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

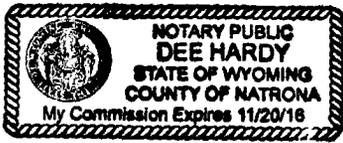
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 27th day of June, 2014 by Randall S. Hall as the President of Mesa Development, Inc.

(Seal, if any)



Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/16]

ORDINANCE NO. 17-14

AN ORDINANCE APPROVING A REPLAT CREATING WOLF CREEK EIGHT, A SUBDIVISION AGREEMENT, AND ZONE CHANGE OF LOTS 17 AND 18 IN THE WOLF CREEK EIGHT ADDITION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat Lots 10 and 11, and Talon Drive, Mountain Plaza Addition No. 6, to create the Wolf Creek Eight Addition; and,

WHEREAS an application has been made to rezone proposed Lots 17 and 18 in the Wolf Creek Eight Addition from zoning classifications PUD (Planned Unit Development) and R-4 (High Density Residential) to entirely R-4 (High Density Residential); and,

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

WHEREAS, the proposed replat and rezoning requires approval by ordinance, following a public hearing; and,

WHEREAS, after a public hearing held May 27, 2014, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the replat, and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change, replat and the Wolf Creek Eight Subdivision Agreement should be approved.

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

SECTION 1:

The replat of Lots 10 and 11, and Talon Drive, Mountain Plaza Addition No. 6, creating Wolf Creek Eight, and the Wolf Creek Eight Subdivision Agreement, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said agreement.

SECTION 2:

The zone change of Lots 17 and 18 in the Wolf Creek Eight Addition from PUD (Planned Unit Development) and R-4 (High Density Residential) to entirely R-4 (High Density Residential) is hereby approved.

SECTION 3:

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

PASSED on 1st reading the 1st day of July, 2014.

PASSED on 2nd reading the 15th day of July, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2014.

APPROVED AS TO FORM:

Wallace Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

**HERITAGE HILLS ADDITION NO. 3
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this _____ day of _____, 2014 by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Gaddis Custom Building, LLC, 1011 Goodstein Drive, Casper, Wyoming 82601, (“Owner”).

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat 13.98-acres, described as Tracts A, B, and C, Heritage Hills Addition No. 2, to create the Heritage Hills Addition No. 3.
- C. A plat of the Heritage Hills Addition No. 3 (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

a. Owner shall comply with and pay for all costs associated with any Stormwater Pollution Prevention Plan, Letter of Map Revision (LOMR), or other related requirements of Wyoming DEQ, Federal Emergency Management Agency (FEMA) or any other agency that has jurisdiction over the real property in impacted by this Agreement.

b. Owner shall provide the City with copies of all Stormwater Pollution Prevention Plan elements as reviewed and approved by Wyoming DEQ; any LOMR, along with the necessary submittals to update flood mapping in accordance with FEMA requirements, and documentation of Base Flood Elevations.

c. All requirements of this section shall be met prior to issuance of a permit to construct subdivision improvements.

2.16 Other Requirements:

a. Prior to the development of any of the lots located in Heritage Hills Addition No. 3, South Beverly Street shall be constructed, to standard City specifications as a collector street, to the south property line of proposed Lot 9. Prior to the development of any portion of proposed Tract A, South Beverly Street shall be extended to the south property line of Tract A.

b. South Beverly Street shall be constructed with five (5) foot wide detached sidewalks, with street trees (deciduous, shade) planted at a maximum spacing interval of forty (40) feet on center along the frontage. Interior (local) streets may be constructed with either standard City curbswalks, or detached walks, at the Owner's option.

c. Prior to the issuance of building permits within the Heritage Hills Addition No. 3 for areas currently located in the Special Flood Hazard Area, the Owner shall complete the Letter of Map Revision (LOMR) process for the realignment of the drainage/floodplain through the subdivision.

d. A standard City hard-surfaced, multi-use, pathway shall be provided by the applicant/developer within the drainage easement, for use by pedestrians, and bicyclists, as well as equipment and vehicles responsible for the

maintenance of the drainage way. No fences or other obstructions will be permitted within the drainage easement(s).

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by

either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Gaddis Custom Building, LLC
1011 Goodstein Drive
Casper, Wyoming 82601

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

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.
- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

The parties hereby enter into this Agreement on the day and year first written above.

APPROVED AS TO FORM:

Walter Trembo

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul L. Meyer
Mayor

WITNESS:

OWNER
GADDIS CUSTOM BUILDING, LLC

By: Dee Hardy

By: Kristan M. Gaddis

Printed Name: Dee Hardy

Printed Name: Kristan M. Gaddis

Title: Administrative Assistant II

Title: Operating member

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2014 by Paul L. Meyer, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

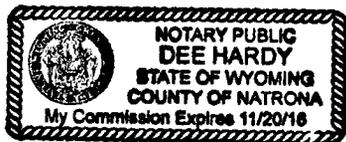
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 10th day of July, 2014 by Kristan M. Gaddis as the Operating Member of Gaddis Custom Building, LLC.

(Seal, if any)



Dee Hardy
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 11/20/16]

ORDINANCE NO. 19-14

AN ORDINANCE APPROVING THE VACATION AND REPLAT OF TRACTS A, B, AND C, HERITAGE HILLS ADDITION NO. 2 TO CREATE THE HERITAGE HILLS ADDITION NO. 3, AND APPROVING THE SUBDIVISION AGREEMENT FOR THE PROPOSED HERITAGE HILLS ADDITION NO. 3

WHEREAS, Gaddis Custom Building, LLC has applied to vacate and replat 13.98-acres, described as Tracts A, B, and C, Heritage Hills Addition No. 2, to create the Heritage Hills Addition No. 3; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the vacation and replat creating the Heritage Hills Addition No. 3 following a public hearing on May 27, 2014.

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

WHEREAS, because the vacation and replat involves public streets, it requires approval by ordinance following a public hearing; and,

WHEREAS, the governing body of the City of Casper finds that the vacation and replat creating the Heritage Hills Addition No. 3, and the Heritage Hills Addition No. 3 Subdivision Agreement should be approved.

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Heritage Hills Addition No. 3 Subdivision Agreement.

SECTION 2:

The vacation and replat of Tracts A, B, and C, Heritage Hills Addition No. 2 to create the Heritage Hills Addition No. 3 is hereby approved under the terms and conditions of the Heritage Hills Addition No. 3 Subdivision Agreement.

SECTION 3:

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

PASSED on 1st reading the 1st day of July, 2014.

PASSED on 2nd reading the 15th day of July, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the _____ day
of _____, 2014.

APPROVED AS TO FORM:

Wallace Trembly

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

July 23, 2014

TO: John C. Patterson, City Manager.
FROM: William C. Luben, City Attorney. *WCL*
RE: Proposed Amendments to Chapter 2.60 and 2.64 regarding the Public Service Code of Ethics and Removal of Officials.

Recommendation:

That Council, by ordinance, amend Chapters 2.60 and 2.64 regarding the Public Service Code of Ethics and Removal of Officials.

Summary:

Council had requested amendments to Chapter 2.60, the “Public Service Code of Ethics,” and Chapter 2.64, “Removal of Officials” of the Casper Municipal Code. Judith Studer has been representing the City Council on related matters, and was asked, along with the Casper City Attorney’s Office to bring proposed amendments of these Chapters forward.

The Ordinance amending Chapter 2.60 regarding the Public Service Code of Ethics basically provides that City councilmen may be removed from office for violation of the Ethics Code by following new due process procedures which are set forth in the proposed Ordinance amendment to Chapter 2.64.

The proposed amendments to Chapter 2.64 would amend the “For Cause” criteria for removal of a City councilman from office. The additional changes to the “for cause” definition would now include violation of the Public Service Code of Ethics, as well as for a councilman sexually harassing, committing a workplace violence act against, or creating a hostile work environment for any agent or employee of the City. In the event of an alleged violation, the matter would be referred to an independent hearing officer who would hold an administrative hearing pursuant to the Wyoming Administrative Procedures Act. By having a separate hearing, a councilman would be afforded due process and the ability to contest the complaint lodged against him or her.

In the event the hearing officer finds that the conduct occurred, the hearing officer is to render a final decision which is to be forwarded back to Council for consideration, upon which, the Council may remove the councilman by a two-thirds vote of all members of the Council. Although the decision by the administrative hearing officer would be appealable, the vote by Council to remove the councilman would not be appealable.

Please note that under the specific provisions of Wyoming Statute Section 15-1-113(j) and (k), the removal of a councilman for bidding collusion would still require a hearing before the City Council itself, and not by a separate hearing officer. As such, this statutory procedure has been excepted out of the “for cause” provisions of the amendment to Chapter 2.64 of the City Code.

However, the remedy still survives through a separate hearing before Council for this specific violation. I would also note that a councilman could still be removed under the procedures of Chapter 2.64 in the event a councilman would be “convicted” of a crime for collusion under the provisions of Wyoming Statute Section 15-1-113(m).

These ordinance amendments would also allow Council to remove, at will at any time, by a majority vote, any individual appointed to a board appointment. Currently, removal of a board member requires a formal hearing. There seems little justification to have formal removal proceedings for appointed board members, who should serve at the pleasure of the Council.

ORDINANCE NO. 21-14

AN ORDINANCE AMENDING CHAPTER 2.60
OF THE CASPER MUNICIPAL CODE.

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

Section 1:

That paragraph C of Section 2.60.100 of the Casper Municipal Code shall be amended to read as follows:

- C. Violation of any provisions of this code of ethics should raise conscientious questions for A CITY ~~the~~ councilman or other official or employee OF THE CITY ~~concerned~~ as to whether voluntary resignation or other action is indicated to promote the best interests of the city. ~~Violation by any appointed official, employee or councilman, may result in discipline up to and including termination or constitute a reason for suspension, removal from office or employment or other disciplinary action at the discretion of the appointing authority.~~

Section 2:

That a new paragraph D of Section 2.60.100 of the Casper Municipal Code shall be created to read as follows:

- D. VIOLATION OF THIS CHAPTER BY ANY EMPLOYEE OR APPOINTED OFFICIAL MAY RESULT IN DISCIPLINE UP TO AND INCLUDING TERMINATION OF EMPLOYMENT, CONSTITUTE A REASON FOR SUSPENSION OR REMOVAL FROM OFFICE, OR OTHER DISCIPLINARY ACTION AT THE DISCRETION OF THE HIRING OR APPOINTING AUTHORITY.

Section 3:

That a new paragraph E of Section 2.60.100 of the Casper Municipal Code shall be created to read as follows:

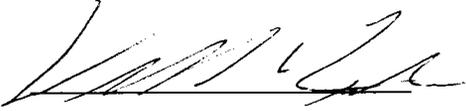
- E. A CITY COUNCILMAN VIOLATING ANY OF THE PROVISIONS OF THIS CODE OF ETHICS SHALL BE SUBJECT TO REMOVAL FROM OFFICE PURSUANT TO CHAPTER 2.64 OF THE CASPER MUNICIPAL CODE.

PASSED on 1st reading the ____ day of _____, 2014.

PASSED on 2nd reading the ____ day of _____, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day
of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

July 23, 2014

TO: John C. Patterson, City Manager.
FROM: William C. Luben, City Attorney. *WCL*
RE: Proposed Amendments to Chapter 2.60 and 2.64 regarding the Public Service Code of Ethics and Removal of Officials.

Recommendation:

That Council, by ordinance, amend Chapters 2.60 and 2.64 regarding the Public Service Code of Ethics and Removal of Officials.

Summary:

Council had requested amendments to Chapter 2.60, the “Public Service Code of Ethics,” and Chapter 2.64, “Removal of Officials” of the Casper Municipal Code. Judith Studer has been representing the City Council on related matters, and was asked, along with the Casper City Attorney’s Office to bring proposed amendments of these Chapters forward.

The Ordinance amending Chapter 2.60 regarding the Public Service Code of Ethics basically provides that City councilmen may be removed from office for violation of the Ethics Code by following new due process procedures which are set forth in the proposed Ordinance amendment to Chapter 2.64.

The proposed amendments to Chapter 2.64 would amend the “For Cause” criteria for removal of a City councilman from office. The additional changes to the “for cause” definition would now include violation of the Public Service Code of Ethics, as well as for a councilman sexually harassing, committing a workplace violence act against, or creating a hostile work environment for any agent or employee of the City. In the event of an alleged violation, the matter would be referred to an independent hearing officer who would hold an administrative hearing pursuant to the Wyoming Administrative Procedures Act. By having a separate hearing, a councilman would be afforded due process and the ability to contest the complaint lodged against him or her.

In the event the hearing officer finds that the conduct occurred, the hearing officer is to render a final decision which is to be forwarded back to Council for consideration, upon which, the Council may remove the councilman by a two-thirds vote of all members of the Council. Although the decision by the administrative hearing officer would be appealable, the vote by Council to remove the councilman would not be appealable.

Please note that under the specific provisions of Wyoming Statute Section 15-1-113(j) and (k), the removal of a councilman for bidding collusion would still require a hearing before the City Council itself, and not by a separate hearing officer. As such, this statutory procedure has been excepted out of the “for cause” provisions of the amendment to Chapter 2.64 of the City Code.

However, the remedy still survives through a separate hearing before Council for this specific violation. I would also note that a councilman could still be removed under the procedures of Chapter 2.64 in the event a councilman would be “convicted” of a crime for collusion under the provisions of Wyoming Statute Section 15-1-113(m).

These ordinance amendments would also allow Council to remove, at will at any time, by a majority vote, any individual appointed to a board appointment. Currently, removal of a board member requires a formal hearing. There seems little justification to have formal removal proceedings for appointed board members, who should serve at the pleasure of the Council.

ORDINANCE NO. 22-14

AN ORDINANCE AMENDING CHAPTER 2.64
OF THE CASPER MUNICIPAL CODE.

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

Section 1: Section 2.64.005 of the Casper Municipal Code shall be amended to read as follows:

~~For the purposes of this chapter, the following words shall have the meanings respectively ascribed to them:~~

"For cause" means: ~~when one of the following has happened to a councilman:~~

1. Gross and persistent delinquency in being absent from regular meetings of the council. Absence from three consecutive meetings without reasonable excuse shall be evidence of such delinquency;
2. Conviction of a felony;
3. Failing the residency requirements as defined in Casper Municipal Code Section 2.04.030;
4. Determination by a court having jurisdiction to be insane or mentally incompetent;
5. Conviction of a crime involving moral turpitude or constituting a breach of oath of office;
6. Refusing to take the oath of office or to give or renew an official bond if required by law;
7. Conviction of any CRIME law involving ethics OR MALFEASANCE; INCLUDING, BUT NOT LIMITED TO CONVICTION OF THE CRIME OF MALFEASANCE PURUSUANT TO W.S. § 15-1-113(m), AS IT MAY, FROM TIME TO TIME, BE AMENDED;
8. ~~Conviction of any of~~ Violation of Wyoming State Statute Sections **9-13-101 ET SEQ.**, 12-4-103(a)(i), ~~15-1-113~~, 15-1-127, 15-1-128, or 16-6-118, or Casper Municipal Code Section 5.08.100(A)(1), AS THEY MAY, FROM TIME TO TIME, BE AMENDED;
9. VIOLATION OF ANY PROVISION OF THE PUBLIC SERVICE CODE OF ETHICS AS SET FORTH IN CHAPTER 2.60 OF THE CASPER MUNICIPAL CODE, OR VIOLATION OF ANY OTHER LAW OR ORDINANCE INVOLVING ETHICS, AS THEY MAY, FROM TIME TO TIME, BE AMENDED;
10. SEXUALLY HARASSMENT OF, WORKPLACE VIOLENCE ACT AGAINST, OR CREATION OF A HOSTILE WORK ENVIRONMENT FOR ANY AGENT OR EMPLOYEE OF THE CITY OF CASPER AS SET FORTH IN THE CITY OF

CASPER PERSONNEL RULES AND REGULATIONS MANUAL, DATED AUGUST 20, 2002, AS IT MAY, FROM TIME TO TIME, BE AMENDED.

Section 2: Section 2.64.010 of the Casper Municipal Code shall be amended to read as follows:

~~Any joint powers board member or other board member appointed by the Casper city council may be removed from office at will by a vote of a majority of all the elected members of the city council. Any city councilman may be removed from office, for cause, by a vote of a two-third's majority of all members of the city council. The city council shall follow the procedures set forth in Section 2.64.020 of this chapter in removing any such appointee or councilman.~~

A. ANY JOINT POWERS BOARD MEMBER OR OTHER BOARD MEMBER APPOINTED BY THE CASPER CITY COUNCIL MAY BE REMOVED FROM OFFICE AT WILL AT ANY TIME BY A VOTE OF A MAJORITY OF ALL THE ELECTED MEMBERS OF THE CITY COUNCIL.

B. ANY CITY COUNCILMAN MAY BE REMOVED FROM OFFICE, FOR CAUSE, BY A VOTE OF A TWO-THIRD'S MAJORITY OF ALL MEMBERS OF THE CITY COUNCIL AFTER FOLLOWING THE PROCEDURES SET FORTH IN SECTION 2.64.020 OF THIS CHAPTER FOR THE REMOVAL OF ANY SUCH CITY COUNCILMAN.

Section 3: Section 2.64.020 of the Casper Municipal Code shall be amended to read as follows:

~~City council shall follow the hearing procedures of a contested case pursuant to the Wyoming Administrative Procedure Act (W.S. 16-3-101 et. seq.) in any removal proceeding pursuant to Section 2.64.010 of this chapter. However, such decision of city council shall not be appealable.-----~~

THE FOLLOWING PROCEDURES SHALL BE FOLLOWED FOR THE REMOVAL OF ANY CITY COUNCILMAN BY THE CASPER CITY COUNCIL FOR ANY OF THE "FOR CAUSE" REASONS SPECIFIED IN SECTION 2.64.005 OF THIS CHAPTER:

1. THE CITY COUNCIL MAY, BY RESOLUTION, REFER ANY ALLEDGED "FOR CAUSE" CONDUCT TO AN INDEPENDENT HEARING OFFICER WHO SHALL BE A CURRENT MEMBER OF THE WYOMING STATE BAR ASSOCIATION. SAID HEARING OFFICER SHALL BE RETAINED BY THE CITY FOR HEARING THE ALLEGATIONS AS SPECIFIED, AND SET FORTH IN THE RESOLUTION.
2. THE HEARING OFFICER SHALL FOLLOW THE HEARING PROCEDURES OF A CONTESTED CASE PURSUANT TO THE WYOMING ADMINISTRATIVE PROCEDURE ACT (W.S. 16-3-101 *ET SEQ.*) IN ANY REMOVAL PROCEEDING.
3. RECOGNIZING THAT THE CASPER CITY ATTORNEY'S OFFICE HAS A CONFLICT OF INTEREST IN PROSECUTING THE CITY'S POSITION IN ANY SUCH HEARING, THE CITY SHALL BE REPRESENTED BY A SPECIAL CITY ATTORNEY RETAINED BY THE CITY COUNCIL FOR THE PURPOSES OF THIS HEARING.

4. THE HEARING OFFICER SHALL STATE HIS OR HER FINDINGS IN WRITING AND WHETHER OR NOT "FOR CAUSE" EXISTS FOR THE REMOVAL OF SUCH COUNCILMEMBER, WHICH SHALL BE FORWARDED TO THE MEMBERS OF THE CASPER CITY COUNCIL WITHIN TEN (10) DAYS AFTER THE CONCLUSION OF THE HEARING. THE DECISION OF THE HEARING OFFICER SHALL BE APPEALABLE UNDER THE PROVISIONS OF THE WYOMING ADMINISTRATIVE PROCEDURES ACT,
5. UPON A FINAL DECISION BY THE HEARING OFFICER FINDING THAT THE ALLEDGED "FOR CAUSE" CONDUCT HAS OCCURRED, THE COUNCILMAN MAY BE REMOVED FROM OFFICE BY A TWO-THIRDS MAJORITY VOTE OF ALL OF THE ELECTED MEMBERS OF THE CITY COUNCIL. THE VOTE TO REMOVE A COUNCILMAN BY THE CITY COUNCIL IS A FINAL DECISION, SHALL NOT BE APPEALABLE, AND THE SEAT HELD BY SUCH COUNCILMAN SHALL BE VACATED.

PASSED on 1st reading the ____ day of _____, 2014.

PASSED on 2nd reading the ____ day of _____, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

August 5, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, Public Services Director
Pete Meyers, Assistant Public Services Director

SUBJECT: Ordinance Change to make Lake MacKensie Dog Park an Off Leash Area

Recommendation:

That Council, by Ordinance, amend City Ordinance 6.04.010, "Animal Care and Control," to add Lake MacKensie Dog Park to the list of acceptable off-leash areas in regards to "Dog At Large" violations.

Summary:

Work is progressing on the development of Lake MacKensie Dog Park. When completed, this two acre park will feature dog watering stations, dog waste disposal stations, a paved parking area, and a walking path that runs around the perimeter of the park. The entire park will be surrounded by a six foot chain link fence so that dog owners can safely allow their pets to be run and be off-leash.

In order to make this feature of the park legal, a change to city ordinance will need to be enacted. City Ordinance 6.04.010 makes specific exemption for Morad Park to be an off leash area, along with certain parts of North Platte Park (North Platte Park is an undeveloped 978 acre area that contains the grounds of the Events Center, the Equestrian Facility, the Air Modelers Facility, and other surrounding areas). It is proposed that the phrase "or Lake MacKensie Dog Park" be added to the ordinance to specifically designate that this new dog park will be another authorized off-leash area.

Final completion of Lake MacKensie Dog Park is scheduled for August 29 of this year.

ORDINANCE NO. 23-14

AN ORDINANCE AMENDING CERTAIN SECTIONS OF
TITLE 6 OF THE CASPER MUNICIPAL CODE PERTAINING
TO PERMISSIBLE OFF-LEASH AREAS.

WHEREAS, the City of Casper has identified a need to revise certain sections of the Casper Municipal Code pertaining to where it is permissible for a pet to be off leash; and,

WHEREAS, the City of Casper is in the process of constructing the Lake MacKensie Dog Park, which has the primary purpose of being a place where dogs can run without being restrained by a leash; and,

WHEREAS, the Lake MacKensie Dog Park should be added as a listed place where dogs may legally be allowed to run off-leash.

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

SECTION 1:

That Section 6.04.010 of the Casper Municipal Code, pertaining to definitions relevant to animal care and control, is amended as follows:

7. At Large.
 - a. A dog is deemed "at large" if it is:
 - i. Off the premises of the owner and the dog is not under restraint or control of the owner;
 - ii. Not under physical restraint in the following portions of the North Platte Park: Casper Events Center, Airmodeler's Facility, Casper Speedway, Skeet Range, or Crossroads Park, or any other city park except Morad Park OR LAKE MACKENSIE DOG PARK and not authorized to be free of restraint under the authority of a permit as provided in Section 6.04.030;
 - iii. Under any circumstance, except as a Seeing-eye dog or guide dog working as such, on the Casper Municipal Golf Course or Highland Park Cemetery.

SECTION 2:

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

PASSED on 1st reading the ____ day of _____, 2014.

PASSED on 2nd reading the ____ day of _____, 2014.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

July 9, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Doug Follick, Leisure Services Director
Alan Kieper, Special Facilities Manager *AKK*
SUBJECT: Mountain Sports Lease Agreement

Recommendation:

That Council, by resolution, authorize a lease agreement between the City of Casper and Mountain Sports, for the operation of ski and snowboard equipment rental, for the 2014-2015 ski season, at the Hogadon Ski Area.

Summary:

A new lease agreement, approved by the City Attorney's Office and signed by Bruce Lamberson (owner of Mountain Sports) has been negotiated between the Leisure Services Department and Mountain Sports, for the 2014-2015 ski season. Over the past couple of years, this agreement has provided the City and the public with an equipment rental service, improved the use and enjoyment of the ski area, and provided a seasonal income range of \$2,500-\$5,000. Mountain Sports has benefited as a result of this business association, through additional rental equipment profits, and the use of an on-site City facility to conduct business.

The 2014-2015 Mountain Sports lease agreement contains the current City standard agreement legal conditions, a twelve (12) month lease term (July 2014 through June 2015), and a 3% gross receipts revenue compensation assigned to the City. Due to last season's operational success, Mr. Lamberson wanted to renegotiate an additional one year lease agreement with the City.

A good long-term lease relationship exists between the City and Mountain Sports, and should continue with the renewal of this lease agreement. The Leisure Services Staff would recommend the City Council approve this lease agreement.

An agreement and resolution have been prepared for Council's consideration.

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into the _____ day of _____, 2014 between the City of Casper, 200 North David Street, Casper, Wyoming, 82601, referred to as "Landlord," and Mountain Sports, 543 South Center, Casper, Wyoming, 82601, referred to as "Tenant."

In consideration of the rents, covenants, and conditions herein set forth, Landlord and Tenant hereby covenant, promise, and agree a follows:

1. LEASED PREMISES:

On the conditions described herein, Landlord does hereby agree to lease to Tenant, and Tenant does hereby agree to take from Landlord for the term hereinafter provided and any renewals thereof a minimum of Eleven Hundred (1,100) square feet within a building located at Hogadon Ski Area and designated by the Landlord, suitable for ski and snowboard rentals.

2. LEASE TERM:

The term of this lease shall be for a period of twelve (12) months in one (1) year (to include the 2014-2015 ski season) commencing on the 1st day of July 2014, to and including the 30th day of June, 2015.

3. RENT:

Tenant shall pay to Landlord a guaranteed minimum of three percent (3%) of the gross receipts for the season, derived by Tenant as result of its business operations at the Hogadon Ski Area. Gross receipts are defined as total receipts, less sales tax, for all business transacted at the ski area. Tenant shall pay within twenty (20) days of the end of each calendar month commencing on December 20, 2014, to Landlord a sum equal to three percent (3%) of the gross receipts for the month. All such rents shall be payable to Landlord at 200 North David Street, Casper, Wyoming, 82601. If Tenant fails to make any payment in a timely manner, in addition to the amount otherwise due, Tenant shall pay a penalty equal to five percent (5%) of the amount otherwise due, together with interest at the rate of eighteen percent (18%) per annum on the total due, from the due date until paid in full. A final payment, if due, for three percent (3%) of the gross receipts for the season, would be due no later than May 20, 2015, with the same interest and penalty provisions as for monthly payments.

4. PURPOSE:

The demised premises are let to Tenant for the sole and exclusive purpose of operating a ski and snowboard rental business, maintenance, and related sales of winter sports equipment and accessories; provided, however, Tenant shall not utilize the facilities for the sale of food, servicing, or rental of snowmobiles, or the provision of downhill ski lessons. Unless otherwise listed, Tenant must obtain permission from Landlord to sell items in its retail business. The Tenant may display merchandise for sale in the Hogadon Lodge ticket sales display area, with approval of the Ski Area Superintendent.

5. EXCLUSIVITY:

Tenant is hereby given the exclusive right to rent and sell the listed items within the confines of Hogadon Ski Area. Any other vendors of the listed items will not be permitted to operate within the confines of Hogadon Ski Area without the express permission of Tenant. Such permission may be withheld by Tenant for any reason during the term of this lease.

6. LAWS AND REGULATIONS:

Tenant shall be solely responsible for compliance with all laws, orders, and regulations of federal, state and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Tenant with respect to the real property and fixed assets. Tenant shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease.

7. INSURANCE AND DAMAGE:

Landlord shall keep the building of which the demised premises are a part insured against loss or damage by fire or other casualty. In the event the demised premises are damaged or destroyed by fire or other causes not directly attributable to the negligence of Tenant, then Landlord shall forthwith proceed with due diligence to repair and restore the same to the same condition as existed before such damage or destruction; provided, however, that in the event that the demised premises are damaged or destroyed by fire or other causes to the extent that, in the opinion of the Landlord, it would not be feasible to repair or rebuild the demised premises, the Landlord may, at its option, terminate this Lease instead of rebuilding and repairing the demised premises. If because of fire or other cause the demised premises are rendered untenable, then the rent shall abate until the premises are restored to their former condition.

In the event that the premises are rendered untenable by virtue of fire or other casualty, the Landlord must elect within fifteen (15) days of such fire or other casualty to restore said premises or terminate said Lease as above provided and shall give Tenant written notice of such election within said fifteen (15) day period. In the event Landlord elects to rebuild the demised premises, then within fifteen (15) days after the fifteen (15) day period it shall commence such restoration and prosecute the same with due diligence. In the event that Landlord fails and neglects to notify Tenant within such fifteen (15) day period, that Tenant may, at its option, terminate this Lease by giving Landlord written notice thereof. Tenant shall insure all of its property on the demised premises and will hold harmless and indemnify Landlord against any loss, cost, or damages to said property.

7.1 Prior to commencement of work, Tenant shall procure and at all times maintain with insurer acceptable to the Landlord the following minimum insurance protecting the Tenant and Landlord against liability from damages because of injuries, including death, suffered by persons, including employees of the Landlord, and liability from damages to property arising from and growing out of the Tenant's negligent operations in connection with the performance of this agreement.

LIMITS

A.	Workers' Compensation	Statutory
B.	Comprehensive General Liability	\$500,000 Combined single unit

7.2 Tenant shall provide the Landlord with certificates evidencing such insurance as outlined above **prior** to beginning any occupancy under this agreement. Such certificates shall provide thirty (30) days advance notice to Landlord of cancellation, material change, reduction of coverage, or non-renewal, and except for Workers' Compensation insurance, shall list the Landlord as an additional insured.

7.3 In addition, upon request by the Landlord, Tenant shall provide Landlord with copies of insurance policies and/or policy endorsements listing the Landlord as an additional insured. Landlord's failure to request or review such insurance certificates or policies shall not affect Landlord's rights or Tenant's obligations hereunder.

7.4 Tenant agrees to forever indemnify the Landlord, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damages to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Tenant.

7.5 It is recognized by and between the parties to this agreement that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this agreement, or any subsequent terms, then such insurance as outlined above from the Tenant shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Landlord having the option to immediately terminate this agreement.

7.6 The Tenant shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

8. ADVERTISING:

Tenant shall have the right to procure and to install, affix, maintain and replace appropriate signs displaying advertising matter at the facility and or on the property. All advertising shall be subject to the Landlord's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. Tenant shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon

trademarks, trade names, copyrights, or proprietary rights of any person and shall indemnify and hold harmless the City against any and all claims and costs, including legal fees for any such infringement either actual or alleged. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Lease (agreement). It is understood and agreed that any approval by the Landlord of advertising material shall not constitute a waiver of Tenant obligations concerning such violations or infringement.

Tenant agrees to participate and work in cooperation with the Landlord, Ski Area Management, Casper Mountain Snow Sports School, and Casper Mountain Racers to assist in mutually beneficial advertising, marketing, and promotional ski packaging efforts.

The parties agree that all advertising in place at the facility and/or on the leased property is owned by the Tenant and shall remain the property of the Tenant, and shall be subject to removal by Tenant at any time. Tenant agrees to indemnify and hold the Landlord harmless with respect to all claims alleging such violations, without cost to the Landlord.

9. INDEMNITY OF LANDLORD:

In further consideration of this Lease, Tenant agrees to indemnify and hold harmless the Landlord in the event of any death or injury to persons or damage to property which may result from or arise out of the use or occupancy of the real property and fixed assets, or any action done thereon by the Tenant, its agents or employees, customers, or any person coming or being thereon by license or permission of Tenant, expressed or implied, or otherwise entering upon the property, and Tenant agrees to indemnify Landlord and hold harmless from any and all costs, damages, attorney's fees, expenses, and liability to any persons or property for any such causes, except loss or injury due to negligence of the Landlord.

10. ASSIGNMENT:

Tenant may assign this Lease in whole or part and may sublet all or part of the leased premises with the prior written consent of the Landlord; however, notwithstanding assignment or sublease, Tenant shall remain fully liable on this Lease (agreement) and shall not be released from performing any of the terms, covenants, and conditions of this Lease.

11. RIGHT TO ENTRY:

The Landlord reserves the right to enter the leased property for the purpose of maintenance, public safety, and other general inspections. Landlord and Tenant shall conduct pre-season/post-season leased facility inspections, to insure facility is in the same condition as when initially leased/returned.

12. MAINTENANCE:

Tenant shall, during the term of this Lease or any renewals thereof, keep the leased premises and facilities in good order and repair commensurate with operation of the Tenant's intended use of those premises and facilities, and as necessary to adequately protect clients, guests, invites, and participants, and shall at his sole cost and expense, make any repairs

necessary to the leased premises and facilities for these purposes. Upon request of the Tenant, and at the sole discretion of the Landlord, the Landlord may provide reasonable maintenance of the leased premises and facilities; however, the cost of said maintenance shall be paid by the Tenant. Notice of required maintenance may be made by Landlord and Tenant will abate the problem within seven (7) days, unless otherwise agreed in writing by Landlord.

Landlord shall, during the term of this Lease or any renewals thereof, perform major premises and facility repairs and maintenance to electrical, plumbing, heating, cooling, ventilation, water, sewer, irrigation, pump/well, sanitation, natural gas, lighting, general building, fencing, and general land area amenities and systems; in which each single incident of repair exceeds *Two Hundred Dollars (\$200) per occurrence*. Tenant shall be responsible for all minor maintenance and repairs to the premises and facilities, in the previously noted system and amenity categories, in which each single incident of maintenance or repair is *Two Hundred Dollars (\$200) per occurrence*, and less. Each party, except in the case of an emergency, shall inform the other, prior to the repair(s) required, of the location, nature, necessity, and quoted price of the repair(s) that are being made to the leased premises and facilities.

Landlord agrees to maintain and repair all entrance/egress doors, locks, and closures; and provide Tenant with five (5) keys to the leased premises.

13. ADDITIONS, ALTERATIONS AND IMPROVEMENTS:

The Tenant, at its sole cost, risk, and expense; may construct both temporary and permanent facilities or fixtures for its benefit and the benefit of clients, customers and participants. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements and such other requirements as may be prescribed by the Landlord.

The plans and specification for any additional temporary and permanent facilities and fixtures shall first be submitted to the Landlord for approval in accordance with existing codes and/or standards, prior to construction. At the time of submission, the Tenant shall designate whether the facility or fixture is permanent or temporary, and in the case of the latter, for what period of time it will remain in use. The Landlord shall have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises, upon approval of City Construction Codes.

Tenant may, upon termination of the Lease, remove all facilities or fixtures it constructed and which are of a temporary nature. Any permanent facility or fixture shall be considered the property of the Landlord.

The Landlord reserves the right to make such improvements to the property, facilities or fixtures as it may desire, upon reasonable notice to Tenant, provided the improvements do not substantially conflict with the intended use of the premises described herein, as determined by the Landlord, or its designated representative.

14. UTILITIES:

The Landlord shall, at its own cost and expense, provide all utilities upon the leased premises, and shall pay as and when due all utility charges. Landlord will provide a telephone line to the equipment rental building; Tenant will pay for telephone line activation and use.

15. DEFAULT AND SURRENDER OF LEASED PREMISES:

In the event Tenant shall fail to make any payment called for within fifteen (15) days after the same shall fall due, the Landlord may terminate this Lease by giving Tenant written notice of such termination; or, in the event the Tenant fails to perform any other obligations called for herein on his part to be performed, and upon receiving written notice of such deficiency by Landlord, and upon Tenant's failure to cure such deficiency within fifteen (15) days after receipt of such notice; the Landlord may, by written notice to Tenant, terminate this Lease Agreement.

Upon such termination, Landlord shall be entitled to possession of the leased premises and all permanent improvements therein made by Tenant, without further notice or demand, and Tenant shall peacefully surrender the leased premises and all other permanent improvements therein made by Tenant. If Tenant shall refuse to surrender and deliver up the possession of the premises, the Landlord without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

16. REIMBURSEMENT OF DEFAULT AND EVICTION EXPENSES:

Tenant shall pay and indemnify Landlord against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises and facilities after Tenant's default in surrendering possession upon the expiration or early termination of the term of this Lease, or enforcing any covenant of the Tenant herein contained.

17. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Tenant shall, at the expiration of the leased term or any renewal thereof, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations or additions and improvements which may have been made thereon; except for temporary facilities or fixtures put in at the expense of the Tenant, or at the expense of any subtenant, subject; however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by Tenant at the expiration of the lease term, or any renewal thereof, and all property not so removed shall be deemed abandoned by the Landlord.

Landlord has the option to purchase all of the removable property (excluding equipment) that the Tenant has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Lease (agreement). The purchase price shall be the fair market value of the assets at the time of termination or expiration of the Lease.

18. FINANCIAL RECORDS:

Tenant shall, with respect to all business done by it at the Hogadon Ski Area, keep true and accurate accounts, records, books, and data which shall, among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid or not), and also the gross receipts of said business and the aggregate amount of sales and services and orders and of all Tenant's business done upon the premises.

Tenant shall provide both a complete, full-day rental schedule and a complete, half-day rental schedule on those days when Landlord offers the public both a full-day ski lift ticket and a half-day lift ticket.

The term gross receipts as used herein shall include the gross sales or rental price of all goods, wares, and merchandise of any nature or kind whatsoever sold or rented in, on, from, upon, and through said demised premises or any part thereof and rental or wholesale, whether singly or in bulk, including all goods, wares, and merchandise sold or rented in, on, from, upon, and through any part of the demised premises by the Tenant or any other person or corporation, and the gross charges for all services performed by said Tenant or any other person, firm, or corporation for which charge is made by the Tenant or by any other person, firm, or corporation selling merchandise or performing any services of any kind or character on, from, in, upon, or through said demised premises, or any part thereof, and shall include gross receipts of vending, merchandising, or concession devices of any nature and shall include any sales, whether for cash or upon credit, regardless of when or whether paid for or not.

It is agreed that the term gross receipts (rental and retail sales) shall not include any sales tax, use tax or occupational tax, or similar tax or imposition now or hereafter levied by any federal, state, county, or municipal authority upon the rental sales of the merchandise or services rendered by the Tenant.

It is agreed that all sales and business transacted, made or arranged and all orders for goods or services taken in, from, or through, the demised premises shall be considered as having been made and completed upon the premises, whether the business is transacted in, or the merchandise is delivered from, the said premises or not and regardless of whether the collection of the amounts due thereof is transferred to any other office of the Tenant.

Tenant shall, on or before the 20th of the month in which the percentage of gross receipts is due and payable to Landlord each and every month during the term hereof, submit to the Landlord a detailed statement showing the gross receipts from the operation of the ski and snow board rental facility for the preceding calendar month. These reports shall show such reasonable detail and breakdowns as may be required by the Landlord. Such statements shall be accompanied by the Tenant's payment for the rentals due hereunder.

Landlord and its agents shall have the right, at all reasonable times and at all ordinary business hours of the day, to inspect and examine such records, cash registers, books, and other data as required to confirm the gross receipts as defined hereinabove. Landlord shall be entitled to this inspection at the demised premises and at Tenant's facility located at 543 South Center Street, Casper, Wyoming, 82601.

Tenant agrees to permit the Landlord, at its expense at any time, from time to time, to have an audit made of such books, records, and accounts, and other data as required confirming the gross receipts as defined hereinabove by an accountant appointed by Landlord.

Tenant further agrees to keep, preserve, and retain for at least one (1) year after the expiration of each lease year all sales slips and other pertinent records having to do with sales or rentals.

19. SEASON PASSES:

Tenant will receive, at no additional cost, six (6) season passes to be distributed by Tenant for its owners, employees, and minor children of the same. Privileges shall be revoked if used by any other person(s), other than those designated employees, whose names will be provided to the Landlord at the beginning of each new lease term thereof.

20. TERMINATION:

The Landlord has the right to terminate this Lease (agreement) by giving not less than thirty (30) days' written notice to Tenant of such termination. It is agreed by both parties that any breach of any term of this Lease shall constitute cause for termination.

21. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or if mailed by certified mail, postage paid, addressed to Landlord at 200 North David Street, Casper, Wyoming, 82601 or Tenant at 543 South Center, Casper, Wyoming, 82601.

22. TAXES & ASSESSMENTS:

Tenant agrees to pay taxes on contents to the Natrona County Treasurer.

23. RENTAL EQUIPMENT INVENTORY:

Tenant agrees to keep current technology models and adequate numbers of ski equipment rental supplies (poles, boots, skis, snowboards, and associated accessories), with a 20-25% current equipment turnover rate to accommodate an annual recreational skiing public of approximately 20,000 skier visits. Tenant may use the premises for off-season storage of this equipment and fixtures that are a part of the regular rental operation. When off-season maintenance and improvements are required by the Landlord, in the rental facility, Tenant will cooperate with the Landlord in any required moving of stored equipment and fixtures.

24. WAIVER:

No failure by Landlord to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial payments during the continuance of any breach shall constitute a waiver of any

such breach or for any term or condition of this Lease. No term or condition of this Lease required to be performed by Tenant, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter any term or condition of this lease, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

25. ENVIRONMENTAL COMPLIANCE:

Tenant shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Tenant shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and furnish to Landlord copies of the permits upon request. Tenant shall comply with all reporting requirements of 42 U.S.C. 1101, et. seq. (*Emergency Planning and Community Right to Know Act*).

Tenant shall not handle, store, dispose of, or allow the handling, storage or disposal of any hazardous waste as defined in 42 U.S.C. 6903 (5), or hazardous substance as defined in 42 U.S.C. 9601 (14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Tenant shall manage all hazardous substances and chemicals, which it handles off-site, but in proximity to the subject property in accordance with all-applicable laws and regulations. Tenant shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those, which are necessary for the prudent and necessary management of Tenant's lawful operations on the property. In addition, Tenant shall comply with all laws, regulations, and standards applicable to those substances.

Tenant shall immediately advise Landlord in writing of: (1) any and all governmental agencies' regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Tenant or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Tenant's discovery of any occurrence or condition on the property which might subject Tenant, Landlord, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under local, state or federal environmental law.

Tenant shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substance immediately to Landlord and to the proper authorities. Tenant shall advise Landlord, upon request of all such investigations, which have been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Tenant not less than on a monthly basis. Tenant, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Landlord in writing, upon request, of all such precautions which have been taken.

26. ON-SITE MANAGEMENT:

The Tenant will ensure that the on-site manager follows all appropriate customer service guidelines and maintains an appropriate professional rental services atmosphere and operation. The Landlord reserves the right of intervention concerning any unresolved customer service disputes, the resolution(s) of which shall be in the best interest of all parties involved. The intent of which is to provide the customer with the best possible customer service, within reasonable resources of the Tenant and the Landlord.

27. GOVERNMENTAL CLAIMS ACT:

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

28. TIME OF ESSENCE:

Time is of the essence in this agreement and all obligations shall be performed in a timely manner.

29. BINDING EFFECT:

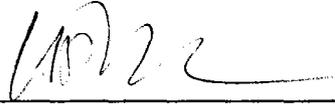
This agreement shall insure to the benefit of and be binding upon the parties hereto, their respective successor, heirs, devisees, and assigns.

30. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties, and it is agreed that neither Tenant or anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, verbally, or in writing, in conflict with terms of this Lease that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of Landlord shall be implied in addition to the obligations herein expressed.

IN WITNESS WHERE OF, the parties hereto have executed this Lease the day and year first written.

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

MOUNTAIN SPORTS



Bruce Lamberson, Owner

RESOLUTION NO. 14-201

A RESOLUTION RESCINDING RESOLUTION NO. 13-220
AND AUTHORIZING A LEASE AGREEMENT WITH
MOUNTAIN SPORTS FOR OPERATION OF A SKI
EQUIPMENT RENTAL OPERATION AT HOGADON SKI
AREA.

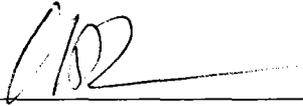
WHEREAS, the City of Casper is the owner of the Hogadon Ski Area and desires to provide the skiing public with an equipment rental operation at the Hogadon Ski Area; and,

WHEREAS, Mountain Sports is ready, willing, and able to provide a ski equipment rental operation at the Hogadon Ski Area, under certain terms and conditions, for the 2014-2015 ski season.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Mountain Sports for the operation of a ski equipment rental operation at the Hogadon Ski Area, during the 2014-2015 ski season, under certain terms and conditions as set forth in the agreement.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

July 2, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Linda L. Witko, Assistant City Manager
SUBJECT: 1% #15

Background

City staff has been working on an educational process for 1%#15. We prepared a community survey which was sent out with all of the water bills during the month of February. We also conducted key pad polling with the same survey questions at 22 different meetings during February, March, April and May. A website devoted to the 1% Process was also set up to solicit input to the survey. In addition to the survey, the internal committee worked on a 1% Logo and Slogan (“Worth Every Penny”), and assisted with a weekly “Did You Know” email for City employees and citizen volunteers to help address the questions and concerns that were brought forward from the community and the organization. It is now time to review the feedback which has been received from our educational process and prepare a list of projects which could be funded from 1%#15 if it is approved by the voters in November.

One of the frequent questions that has been raised by citizens and media is “Are you concerned that the 1% will not pass?” Our response has always been – “ We feel that when voters are provided with the facts about the 1% and the projects which have been completed during the 37 year history of this tax, that they will continue to support its passage.”

It is important to understand where voter support for the 1% has come from in past elections. A chart attached to this report reviews the results by precincts for the 1994, 1996, 2002, 2006 and 2010 1% elections. The colors reflect less than 50% support in **red**, 50-60% support in **yellow**, 60-70% support in **white**, and greater that 70% support in **green**. The two years with the largest voter approval were in 2002 and 2010. In the other three years the passage was just slightly over 50%. This demonstrates that we cannot take anything for granted. It is interesting to note that support for the Optional 1% dropped from 64.8% in 2002 to 53.9% in 2006 which represents almost a 10% loss in voter approval.

Natrona County is unique in that the precincts within the City of Casper have traditionally carried this issue forward. However, in 2010 support for the 1% was seen in all but two rural precincts, which meant that it passed for the first time in all of the smaller communities within the county as well as most of the rural county precincts. Our educational program in 2014 again focused on involving the smaller communities in getting out the word about the importance of the Optional 1% to their local governments.

Survey Results

We received a total of **170 online responses to the survey** and these were combined with the **2,181 responses** which were returned on the written survey forms. The responses from the

group meetings totaled 618, so the combined responses from all of the surveys totaled 2,969. Although the priorities of some of the categories were different from group to group, the overall results reflect ongoing support for the top 4 areas – **Fire, Water, Streets and Police**. The remaining priorities did change somewhat from the 2010 survey results and the comparison with those results is shown in the second attachment to this report. The survey results are calculated based on a point award for each survey selection. 3 points are awarded for “Very Important”; 2 points for “Important”; 1 point for “Somewhat Important” and zero points for “Not Important”.

The 2014 survey results are compared to the 2010 results in the following listing:

<u>2014</u>	<u>2010</u>
1. Water	1. Fire/EMS
2. Fire/EMS	2. Water
3. Streets	3. Police
4. Police	4. Streets
5. Senior Citizen Services	5. Senior Citizen Services
6. Community Health Services	6. Community Health Services
7. Parks, Playgrounds, Trails & Outdoor Sports Facilities	7. Strong Local Economy
8. Human Services	8. Energy Conservation
9. Flood Control and River Restoration	9. Parks, Playgrounds, Trails
10. Strong Local Economy	10. Library Books
11. 1% Operation & Maintenance Savings Acct	11. Public Building Repairs
12. Swimming and Recreation	12. Swimming and Recreation
13. Library Books	13. Human Services
14. Public Building Repairs	14. Flood Prevention
15. Public Transportation	15. Public Transportation
16. Energy Conservation	16. Perpetual Care
17. Technology Support	17. Museum & Arts
18. Museums & Arts	18. E-Government

Estimated Revenues

The first step in preparing a list of proposed projects that reflect the priorities of the survey is to estimate the amount of revenue which might be received from 1%#15 if it is approved. The receipts from Optional 1%#14 were estimated to be \$48,000,000 and the allocations were based on those estimates. A total of \$42,000,000(87.5%) was allocated to City projects and \$6,000,000(12.5%) was allocated to Community Projects. The City Projects List for 1%#14 was adopted by the City Council and released prior to the election so that the voters would know what the Council’s intentions were. The Community Projects were determined by an application process after the issue was passed.

Staff has reviewed the receipt history for 1%#13 and 1%#14 to provide some direction with regard to potential receipts from 1%#15:

<u>1%#13</u>		<u>1%#14</u>	
FY07(March-June)	\$4,802,339	FY11 (March-June)	\$4,871,294
FY08 (July-June)	16,413,838	FY12 (July-June)	17,315,624
FY09 (July-June)	16,936,269	FY13 (July-June)	18,694,128
FY10 (July-June)	12,745,251	FY 14 (July-June)	19,105,708
FY11 (July-Feb)	9,831,900		
TOTAL RECEIPTS	\$60,711,597	40 MONTHS RECEIPTS	\$59,986,754
AVERAGE	\$15,177,899/year	AVERAGE	\$17,996,026/year

Additional funding from Sales Tax Replacement for 2007 & 2008 was \$1,292,539 which brought the total Available for allocation to \$62,004,136 Plus interest earned

Based on the trend which indicates the current issue receipts will average \$18,000,000 per year an optimistic estimate would be that the City will receive \$72,000,000 from 1%#15. However a more conservative estimate might be that we will receive \$68,000,000 from 1%#15. Taking the conservative approach allows for a downturn in revenue for a portion of the 4 years through 2018 and provides some assurance that all of the projects which are funded will be completed within that timeline.

Staff has prepared a project list which is based on \$60,000,000 over 4 years for City projects and \$8,000,000 set aside for community projects.

Proposed Project List

The City projects funded from 1%#14 were based on the priorities identified by the survey with the following dollar amounts that represented 87.5% of the total estimated receipts:

- | | |
|-----------------------------|------------------------------------|
| 1. Fire | \$4,500,000 |
| 2. Water | \$6,000,000 |
| 3. Police | \$2,000,000 |
| 4. Streets | <u>\$18,590,000</u> |
| | \$31,090,000 = 74% of \$42,000,000 |
| 5. Strong Local Economy | \$1,600,000 |
| 6. Energy Conservation | \$1,010,000 |
| 7. Playgrounds/Parks/Trails | \$3,550,000 |
| 8. Public Bldg Repairs | \$1,510,000 |

9. Swimming & Recreation	\$1,720,000
10. Flood Prevention	<u>\$1,520,000</u>
Total	\$10,910,000 = 26% of \$42,000,000

The Community Projects funded from 1%#14 based on priorities identified by the survey in the amount of \$6,000,000 or 12.5% of the total receipts addressed:

Senior Citizen Services
 Community Health Services
 Library Books
 Human Services
 Public Transportation
 Museum and Arts

The areas of Perpetual Care and E-Government were not allocated funding from 1%#14 because of the lack of public support.

The specific projects list for 1%#14 is attached to this memo.

The recommendation for allocations to specific priorities from the survey for 1%#15 is as follows:

1. Water	\$7,000,000
2. Fire/EMS	\$8,550,000
3. Street Repairs	\$22,000,000
4. Police	<u>\$3,450,000</u>
Total	\$41,000,000 = 68.3% of \$60,000,000
5. Senior Citizen Services	\$2,400,000 (includes Public Transportation)
6. Parks/Playgrounds/ Outdoor Sports Facilities	\$2,400,000
7. Flood Prevention and River Restoration	\$2,000,000
8. 1% Operation & Main- tenance Savings Acct	\$3,000,000
9. Swimming and Recreation	\$7,200,000
10. Public Building Repairs	<u>\$2,000,000</u>
Total	\$19,000,000 = 31.7% of \$60,000,000

A specific list of projects recommend in these areas is attached for Council consideration.

The Community Projects which would be funded from 1%#15 based on priorities identified by the survey in the amount of \$8,000,000 or 11.8% of the total receipts should address:

Community Health Services
 Human Services
 Strong Local Economy
 Library Books

The areas of Energy Conservation, Technology Support and Museums and Arts lacked significant public support and are not recommended for funding at this time.

Council can see from the Specific Project Lists for 1%#14 and 1%#15 that the funding has tracked with the priorities established by the Public Survey. Total funds allocated to specific areas may reflect the increased costs which we have experienced in recent bid openings. But the emphasis remains on completing the projects which have been identified in each area as part of the 5 year Capital Improvement Plan. From staff's point of view it is critical that we recognize the importance of allocating the most funding to the area of Street Repairs as it is a public infrastructure concern that has experienced higher costs in terms of both materials and labor in recent months.

Funding options which may be discussed would include increasing the funding available for Water and Sewer improvements, however the funding recommendations are based on the available Capital Reserves in both of these funds and the high priority needs which have been identified.

Council may also wish to revise the funding estimates based on taking a less conservative approach to estimates of revenues which may be received over the four years of 1%#15. It is difficult to project what may happen to sales taxes in our community in the next 4 years and it may be that Council will want to take the middle ground and increase the amount of funds available by \$2,000,000 to \$70,000,000 which would still be a conservative approach.

RESOLUTION NO. 14-202

A RESOLUTION ADOPTING PRIORITIES FOR USE OF THE OPTIONAL 1%#15 SALES TAX AND COMMITTING SALES TAX FUNDS TO SAID PRIORITIES.

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

That the following projects and programs to be funded by the Optional 1%#15 Sales Tax are hereby approved.

<u>Priorities</u>	<u>Amount</u>
1. Water and Sewer	\$7,000,000
2. Fire/EMS	\$8,550,000
• Fire Station #6 Replacement - \$4,000,000	
• Brush Truck Replacement - \$300,000	
• Vehicle Replacement - \$150,000	
• Miscellaneous Equipment - \$100,000	
• Fire Station #5 Replacement - \$4,000,000	
3. Street Repair	\$22,000,000
• Vehicle/Equipment Replacement - \$2,400,000 (\$600,000/yr)	
• Ft. Caspar Neighborhood Phase III - \$6,000,000	
• Poplar Street (1-25 to First Street – Local Match) - \$800,000	
• Collectors and Arterials - \$10,000,000 (\$2,500,000/yr)	
• Residential Streets - \$2,400,000 (\$600,000/yr)	
• Traffic System Improvements - \$400,000	
4. Police	\$3,450,000
• Vehicle/Equipment Replacement - \$2,000,000 (\$500,000/yr)	
• Technology Improvements - \$1,000,000 (\$250,000/yr)	
• Upgrade to Communication System - \$450,000	
5. Senior Citizen Services	\$2,400,000
• Improved Walkability (Sidewalks/Trails) - \$1,200,000 (\$300,000/yr)	
• Lazy River Addition to Outdoor Pool - \$400,000	
• Public Transportation (CATC) - \$800,000 (\$200,000/yr)	
6. Parks, Playgrounds, Trails & Outdoor Sports Facilities	\$2,400,000
• Irrigation System Improvements - \$500,000	
• Playground Equipment/Amenities - \$500,000	
• Equipment Replacement - \$400,000 (\$100,000/yr)	
• Parking Lot Improvements - \$1,000,000	

7. Flood Control and River Restoration	\$2,000,000
• Platte River Revival - \$1,000,000	
• Stormwater Project - \$1,000,000	
8. 1% Operation Support and Maintenance Savings Account (\$750,000/yr)	\$3,000,000
9. Swimming and Recreation	\$7,200,000
• Mike Sedar Pool - \$4,000,000	
• Casper Ice Arena Refrigeration System Replacement- \$1,200,000	
• Hogadon Maintenance Building - \$800,000	
• Swimming Fee Subsidy - \$1,200,000	
10. Public Building Repairs	\$2,000,000
• Roof Replacements - \$500,000 (City Hall; Recreation Center; Fire Station #1; Ft. Caspar Museum)	
• Service Center Crane Replacement - \$500,000	
• CEC Chiller Replacement - \$1,000,000	
 SUB-TOTAL	 \$60,000,000
• Community Projects*	\$8,000,000
 TOTAL	 \$68,000,000

*\$8,000,000 To be allocated after reviewing proposals submitted by individuals and community groups. Groups that have traditionally received allocations from the Optional One Percent Sales Tax include Natrona County Public Library; Community Action Partnership; Platte River Parkway; Central Wyoming Senior Services, Inc.; Casper Youth Baseball; and miscellaneous groups and organizations.

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

PASSED, APPROVED AND ADOPTED this 5th day of August, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

July 28, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Linda Witko, Assistant City Manager *LW*
SUBJECT: Clean Agent Fire Suppression

Recommendation:

That Council, by resolution, authorize a contract with API System Integrators, of Casper, Wyoming, in an amount not to exceed \$20,911, to provide professional services for the purchase and installation of a Fire Suppression System.

Summary:

The Information Technology Server Room is in need of a new fire suppression system. Approximately 12 years ago, the Halon system was replaced because of health concerns and a water-based solution was put in its place. There is now a clean agent product that has been installed at the Police Department and new Dispatch Center. This solution leaves no residue, does not cause electrical damage to critical City systems, and can be used in occupied areas.

API System Integrators, located in Casper, WY will complete the installation and configuration of the Fire Suppression system and will provide one year of maintenance and support.

A resolution and contract have been prepared for consideration.

Funding for this contract will come from optional 1% FY13 allocated to technology.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 31st day of July, 2014, 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. API Systems Integrators, 7306 West Yellowstone Highway, Casper, Wyoming, 82604 (“Contractor”).

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

RECITALS

A. The City is undertaking the installation of Fire Suppression in the City Hall – Server Room.

B. The project requires equipment and professional services for the planning and implementation of the new fire suppression system.

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

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

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

1. SCOPE OF SERVICES:

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

- Provide all the equipment listed:
 - ALARM & DETECTION EQUIPMENT
 - 1 SHP Pro Control System All Modes Including: Red Enclosure, 110V
 - 1 Wiring Assembly for 7.2AH and 18AH Batteries (wire only)
 - 2 Battery, 12V, 7.2AH (Requires 2 each)
 - 2 Detector, Photoelectric *
 - 2 Base 6", 430 ohm, (1,2)

- 2 Manual Release / Key Reset (Dual Action)
 - 2 System Sensor, Dual action Conventional Pull Station English "Fi"
 - 2 Strobe Selectable STD Candela Red No Text
 - 1 2 Wire Horn/Strobe Selectable STD Candela Red No Text
 - 1 Red 6" 24VDC Bell
 - 1 14/2c Horn/Strobe Cable Non Plenum
 - SUPPRESSION EQUIPMENT
 - 1 100 lb.(44 L) Container Assembly - LLI Ordered Separately
 - 82 HFC-125 Factory Filled and Pressurized
 - 1 Impulse Valve Operator (IVO) Kit
 - 1 Low Pressure Switch
 - 1 Discharge Pressure Switch
 - 1 3/4" (20mm) X 360 Degree Nozzle
 - 1 Deflector Plate for 3/4" & 1"(20 & 25 mm) Nozzles
 - 1 Suppression Disconnect Switch, no LEDs
 - 1 Upon Device Activation "Exit" Sign
 - 2 Agent Abort "Push and Hold" Sign
 - 2 Agent "Release" Sign / Manual Release Station
 - 2 "Notice: If Alarm Active, Exit Immediately" Sign
 - 2 "Do Not Enter During or After Discharge" Sign
 - 4 Fan Test
- Planning Stage:
 - Assign a person to work directly with the City as the main Project Manager.
 - Follow National Fire Protection Association guidelines for installation, implementation, and testing.
 - Discuss the equipment arrival and installation plans with City.
 - Verify all equipment is accounted for and not visibly damaged.
 - Created a detailed plan.
 - Schedule the installation, implementation, and testing.
- Implementation Stage:
 - Provide Electrical requirements.
 - Installation of Clean Agent Suppression system.
 - Program and optimize the Fire Suppression System.
 - Testing and Documentation of system configuration.
 - Failed test will include documentation of recommended resolutions.
 - Removal of existing Fire Suppression.
 - Provide One Year Warranty of equipment and labor.
 - Assist City to seal ceiling tiles for successful test.
- In accordance with the project, the City shall:
 - Seal doors.
 - Assist Contractor with sealing light fixtures.

- Ensure adequate space, and environmental requirements as recommended by the Contractor.
- Assign a Project Manager to work directly with the Contractor as the main point of contact.
- Provide information, within the scope of the project, as requested by the Contractor.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 3rd day of October, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty Thousand Nine Hundred Eleven Dollars (\$20,911).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
Clerk

Paul Meyer
Mayor

WITNESS

CONTRACTOR
API Systems Integrators

By: Katherine Baxter

By: 

Printed Name: KATHERINE BAXTER

Printed Name: TIMOTHY J PIETRZAK

Title: OFFICE MANAGER

Title: DIVISION MANAGER

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 insure 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:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Workers' Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers' Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY CONSTITUTE, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400	CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
022038-UPLOA-GAWX-13-14	APSYSI APSYSI	NAIC # INSURER A : ACE American Insurance Company 22667 INSURER B : ACE Property And Casualty Ins Co 20699 INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____

COVERAGES **CERTIFICATE NUMBER:** CHI-004292807-07 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCL. CONTRACTUAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDOG24554119	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp \$1000 <input checked="" type="checkbox"/> Coll \$1000			H08725305	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XOOG27373756	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C47137937 (AOS) C47137949 (WI)	12/31/2013 12/31/2013	12/31/2014 12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AI

CERTIFICATE HOLDER City of Casper - Dept. of Public Services Attn: David Hill 200 N. David Casper, WY 82601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Western States Fire Protection Dba APi Systems Integrators 7306 W Yellowstone Hwy Casper, WY 82604	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

It is hereby agreed that City of Casper is included as Additional Insured respects General Liability coverage.

RESOLUTION NO. 14-203

A RESOLUTION AUTHORIZING A CONTRACT WITH API SYSTEMS INTEGRATORS TO PROVIDE A CLEAN AGENT FIRE SUPPRESSION SYSTEM FOR THE INFORMATION TECHNOLOGY SERVER ROOM.

WHEREAS, the City of Casper desires professional services to install a fire suppression system in the City Hall Information Technology server room; and,

WHEREAS, API Systems Integrators located in Casper, Wyoming, is willing and able to provide such a service.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with API System Integrators, for professional services to install the fire suppression system.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement in an amount not to exceed Twenty Thousand Nine Hundred Eleven Dollars (\$20,911).

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2013.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

July 24, 2014

TO: John C. Patterson, City Manager
FROM: William C. Luben, City Attorney *WLL*
RE: Revised Hotel/Conference Center Project Sublease Agreement Between the Amoco Reuse Agreement Joint Powers Board and the City of Casper.

Recommendation:

That Council, by resolution, authorize a Sublease Agreement between the Amoco Reuse Agreement Joint Powers Board, BP Products North America, Inc. and the City of Casper, and rescind Resolution No. 14-176 approving a prior draft of this Agreement.

Summary:

The City is working on facilitating the development of a hotel/conference center development on the Platte River Commons property, which is managed by the Amoco Reuse Agreement Joint Powers Board (“JPB”). The JPB leases this property from BP Products North America, Inc. (“BP”), and is proposing to sublease the necessary property to the City for the development of this project.

An earlier draft of a Sublease Agreement was approved by Council by Resolution No. 14-176 on June 17, 2014. However, since that date BP has requested some further language changes for its benefit, that do not otherwise substantially modify the duties between the City and the JPB. Due to these additional changes, it is necessary for Council to rescind Resolution No. 14-176 approving the prior draft and to further approve this new draft of the Sublease by a new resolution.

This amended draft still passes through to the developer of the project the requirements that the lessee of the property from the City comply with all of the use restrictions on the property. The City will only be obligated to comply with these requirements for any property the City would actually own as part of this project.

**SUBLEASE AGREEMENT
CITY OF CASPER**

THIS SUBLEASE AGREEMENT ("Sublease") is entered into this ___ day of _____, 2014 by and between the AMOCO REUSE AGREEMENT JOINT POWERS BOARD ("ARAJPB"), as Sublessor, and The City of Casper, Wyoming ("the City"), as Sublessee (hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, the ARAJPB is a joint powers board duly created by agreement between the Board of County Commissioners of Natrona County, Wyoming (the "County") and the City of Casper, Wyoming, in accordance with the Wyoming Joint Powers Act, Wyo. Stat. Ann. §§ 16-1-102 to -110 (Michie). The ARAJPB has the right, power, and authority to enter into and perform all of its obligations under this Sublease; and

WHEREAS, on August 1, 2000, the ARAJPB entered into a Lease Agreement (the "Lease Agreement") with Amoco Oil Company, a Maryland corporation, predecessor in interest to BP Products North America Inc. ("BP"), for the lease of certain property (the "Land") more particularly described on Exhibit A to the Lease Agreement, of which a portion containing approximately 18 acres (the "Leased Premises") is described on Exhibit A attached hereto, and by this reference incorporated herein; and

WHEREAS, on January 10, 2002, BP and the Wyoming Department of Environmental Quality ("WDEQ") executed a Remedy Agreement (the "Remedy Agreement") including corrective action of the Land; and

WHEREAS, the details of redevelopment and reuse of certain BP properties in the City and County have been more fully set forth in that Reuse Agreement dated September 29, 1998 (the "Reuse Agreement"), which is attached to this Sublease as Exhibit B. The ARAJPB is the designee of the County and City for certain purposes under the Reuse Agreement. The Reuse Agreement provides that BP shall retain all environmental and remediation risk for, control of, and responsibility for environmental conditions existing on, in, and under the Land as of the date of the Lease Agreement and relating to ongoing remediation activities; and

WHEREAS, the Land is subject to and encumbered by covenants and restrictions that govern and control the use of the Land and any and all improvements situate thereon, as well as all development, construction, alterations, repairs, modifications, and maintenance on the Land and any improvements thereon (the "Development Protocols"). The Development Protocols are more fully set out in Exhibit F to

the Lease Agreement. The Lease Agreement, this Sublease, the Remedy Agreement, the Reuse Agreement, the Development Protocols, protective covenants, design standards, the Existing Encumbrances (defined below), and all laws, rules, orders, ordinances, regulations, and requirements now or hereafter properly enacted or promulgated by WDEQ, the United States Environmental Protection Agency, or any judicial, regulatory or governmental entity or board having jurisdiction over the Land and the Leased Premises (collectively "Governmental Authority") are referred to in this Sublease as the "Use Restrictions"; and

WHEREAS, the City has the right, power, and authority to enter into and perform all of its obligations under this Sublease; and

WHEREAS, the Parties understand that the City intends to sublet the property located in the Opportunity Area of the Platte River Commons, as more specifically described on Exhibit A (the "Leased Premises") for the construction and operation of a hotel and conference center complex, along with a potential performing arts center, landscaping and related infrastructure and appurtenances (the "Project"); and

WHEREAS, as the City is acting as an intermediary in the future subleasing of the Leased Premises to one or more sublessees for the development of the Project, the ARAJPB understands that its requirements under this Sublease will be passed through to any such sublessee of the City whom shall then be solely responsible for compliance of these terms with the ARAJPB, free and clear of any claim against the City therefore, with the exception of any part of the Project for which the City maintains ownership during the term of this Sublease and for which the City shall then remain responsible for compliance with the applicable terms of this Sublease as provided herein; and

WHEREAS, the Parties agree that the ARAJPB shall be a party signatory to any subleasing of the Leased Premises by the City and shall enjoy all rights to enforce the terms and conditions of this Sublease that are passed through as the duty and responsibility of the City's sublessee, as these are material terms for the use of the Leased Premises by the City's sublessee for which the ARAJPB is required by BP to enforce.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein and the Recitals set forth above (which are a substantive part hereof), the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Sublease of Land

A. The City agrees that its rights and interests under this Sublease Agreement, and any interest in the Leased Premises by a sublessee from the City, shall be subject to all matters affecting title to the Land, including, but not limited to, the Use Restrictions, the Lease Agreement, the Development Protocols, the Reuse Agreement, the Remedy Agreement and existing encumbrances, encroachments, and tenancies.

B. PROVIDED HOWEVER, the City is leasing the Leased Premises solely for the facilitation of the Project, and the City will be further subleasing the Leased Premises to a developer or developers for the construction and ownership of the Project or component parts thereof. The Parties agree that the City shall have the absolute right, in its sole discretion, to terminate this Sublease upon written notice from the City to ARAJPB in the event the Project for any reason, is not able to be developed or constructed. Upon the giving of such notice, the ARAJPB shall refund to the City all rent paid by the City in the sum of **\$5,096,520.00 (Five Million Ninety-Six Thousand Five Hundred and Twenty Dollars)** within thirty (30) days of the City's termination of this Sublease. The City and ARAJPB acknowledge that BP shall have no liability for the refund of all or any portion of such sum to the City or otherwise, or for any other obligation of ARAJPB hereunder, and the City and ARAJPB waive any and all claims against BP with respect to same.

2. Effective Date

The effective date of this Sublease shall be the ___ day of _____, 2014 (the "Effective Date").

3. SubLease Term

The term of this Sublease Agreement (the "Sublease Term") is from _____, 2014 through _____, 2099 unless terminated earlier under the provisions of this Sublease.

4. Rental

The City hereby agrees to pay and the ARAJPB hereby agrees to accept as rent hereunder the sum of **\$5,096,520.00 (Five Million Ninety-Six Thousand Five Hundred and Twenty Dollars)**, upon the Effective Date of this Sublease Agreement.

5. Existing Encumbrances

The ARAJPB has obtained a policy of title insurance as to the Leased Premises with an effective date of June 10, 2002. The City agrees that the acceptance of these exceptions to the coverage listed in said policy shall be required of any sublessee of the City as a condition of any such sublease. The City further agrees that all rights and interest of any sublessee of the City under this Sublease Agreement shall be subject to said exceptions and any such sublessee of the City shall be required to release and waive any claim or action against the ARAJPB, BP, or the City whatsoever arising by, through, or under said exceptions. The City acknowledges the Land and/or Leased Premises may be subject to other rights-of-way, easements, agreements, licenses, or other encumbrances, encroachments, tenancies, occupancies, or restrictions ("Existing Encumbrances") which are not of record nor ascertainable by visual inspection of the Land and the City agrees that any sublease of the Leased Premises by the City shall be subject to all Existing Encumbrances. The City agrees that neither the ARAJPB nor BP shall have an obligation to remove or to acquire ownership or control of any such Existing Encumbrances.

6. Present Condition of Sublease Premises

The City hereby acknowledges the Leased Premises was the former site of an operating oil refinery for approximately seventy-five (75) years; that the surface and subsurface contain some environmental contamination, and that BP has performed and continues to perform certain remediation on the Land and/or the Leased Premises as set forth in the Remedy Agreement. The City shall require any sublessee of the Leased Premises from the City during the Sublease Term, or any extension thereof, to accept the Leased Premises "AS IS - WHERE IS" in the condition or state in which each and all of them are in on the Effective Date of the Sublease Term, without representation or warranty, expressed or implied in fact or by law, of any kind or nature whatsoever, and without recourse to or against the ARAJPB, BP, or the City therefore except as provided in Section 7 hereof.

7. Environmental Liability

A. Pursuant to the Lease Agreement, BP retained all environmental and remediation risk for, control of, and responsibility for environmental conditions and media existing on the Land on the effective date of the Basic Term of the Lease Agreement (as defined therein), including environmental conditions and media ("Existing Contaminated Media") which existed but were not known on the effective date of the Basic Term of the Lease Agreement, or that relate to BP's ongoing remediation activities.

B. The City shall require any sublessee of the City to assume all environmental and remediation risk for, control of, and responsibility for releases of contaminants and storage or disposal of hazardous or toxic substances that occur after the Effective Date of the Sublease Term, and which are a direct result of the City's sublessee's activities on or possession of the Leased Premises.

C. Prior to any action that is anticipated to result in the exposure of Existing Contaminated Media on the Leased Premises, the City for the construction of any improvements to be owned by the City, or the City's sublessee for its improvements shall be required to provide the ARAJPB and BP with a plan indicating the extent of excavation anticipated to be performed. Based upon this plan, the ARAJPB, in consultation with BP, shall use the best information available to it to determine the nature and extent of Existing Contaminated Media to be encountered. The ARAJPB, in consultation with BP and the City or the City's sublessee, as applicable, shall then reach agreement on reasonable methods to minimize the extent of exposure of Existing Contaminated Media, while still accomplishing the goals and objectives of the proposed Project or repair thereof. Once agreement has been reached, BP, pursuant to the Lease Agreement, shall be responsible for the excavation, handling, storage and disposal of any Existing Contaminated Media, including, where necessary, replacement of any Existing Contaminated soil with clean backfill material to allow for the City or the City's sublessee's as applicable, proposed Project or repair. BP's direct costs for such excavation, handling, storage and disposal of such Existing Contaminated Media shall be reimbursed by the ARAJPB as provided in the Lease Agreement. BP's work involved with the excavation of Existing Contaminated Media and replacement with clean backfill material shall be performed under the supervision of a licensed engineer retained by the ARAJPB, who shall certify that the work performed by BP is in compliance with the construction project, as provided in the Lease Agreement.

D. BP shall retain all environmental and remediation responsibility for such Existing Contaminated Media. Neither the City, nor the City's sublessee shall be, by virtue of any such participation in planning for the extent of excavation to be performed, nor for any project that requires BP's excavation, handling, storage and disposal of such Existing Contaminated Media, assume environmental or remediation risk for such Existing Contaminated Media.

8. Use of the Land

A. The City's sublessee may use, possess, and occupy the Leased Premises for any lawful purpose consistent with this Sublease and the Use Restrictions. Notwithstanding any provision to the contrary, the City and the City's sublessee are prohibited from any uses not specifically authorized in the Use Restrictions (unless approved in writing by BP) and any use which reasonably could add to any contamination on or under the Leased Premises or delay or increase the cost of investigation, clean-up or remediation of any contamination on or under the Leased Premises. The ARAJPB warrants that the use intended by the City is permitted under the Use Restrictions.

B. The City's sublessee shall not use, keep or allow the Leased Premises or any portion thereof, to be used or occupied for any unlawful purpose, or suffer any act or condition which may be dangerous, or which may constitute a public or private nuisance, or which violates the Use Restrictions of this Sublease or any certificate of occupancy issued regarding use of the Leased Premises by the City's sublessee.

9. Hazardous Material

The City's sublessee shall be required to keep and maintain the Leased Premises in compliance with, and shall not cause or permit a violation of any federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, about, or affecting the Leased Premises, except that the City's sublessee may use, store, and dispose of cleaners, waxes, detergents, soaps, deodorizers, and other commercially reasonable hazardous materials customarily used in connection with the operation, use, occupancy, maintenance, repair, and other activities reasonably related to the use of the Leased Premises for the Project and maintenance of the Leased Premises. Otherwise, the City's sublessee shall not use, generate, manufacture, store, or dispose of, on, under, or about the Leased Premises, or transport to or from the Leased Premises, any hazardous materials without the ARAJPB's prior written consent, which shall not be unreasonably withheld or delayed, so long as such use is and remains in compliance with all applicable federal or state laws and regulations. For purposes of this Section, the term "hazardous materials" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations.

10. Compliance with Laws

The City's sublessee shall at all times during the term of the Sublease comply with all Use Restrictions and all other laws, regulations, and ordinances applicable to the Leased Premises and the City's sublessee's use and occupancy thereof. Notwithstanding anything to the contrary contained in this Sublease, the Parties agree that performance of the duties and obligations of the City's sublessee and the ARAJPB hereunder shall be subject to and subordinate to the terms and conditions contained in the Use Restrictions. In the event the performance of or compliance with any obligation under this Sublease by the City's sublessee or the ARAJPB would result in a violation of the Use Restrictions, the City's sublessee or the ARAJPB shall be excused from performing or complying with such conflicting obligation, but only to the extent of the conflict.

11. Possession of the Leased Premises

As of the Effective Date, the ARAJPB warrants that it is seized and possessed of the Leased Premises, subject only to the interests of BP under the Lease Agreement and to the Existing Encumbrances. The City shall have possession of the Leased Premises on and after the Effective Date and so long as this Sublease is in full force and effect. Subject to the Lease Agreement with BP, the ARAJPB covenants that the City, upon paying the rent and performing the covenants herein undertaken on its part, may quietly and peaceably have, enjoy and hold the premises and rights made appurtenant for the full term hereof. Upon termination of this Sublease, the City shall quit the Leased Premises and peaceably surrender possession and occupancy thereof to the ARAJPB as provided herein below.

12. Access and Nonexclusive Use

The City agrees that, during the Sublease Term of this Sublease Agreement, or any extension thereof, the ARAJPB and BP shall have the right to inspect the Leased Premises to assure compliance with this Sublease Agreement, and to undertake certain investigations and remediation activities on or near the Leased Premises, which shall also be binding upon any sublessee of the City. The ARAJPB and BP shall give the City and any sublessee of the City reasonable prior notice of any such inspection, and the City's sublessee and representatives of the City may accompany the ARAJPB and BP on any such inspection. Accordingly, the ARAJPB and BP hereby reserve unrestricted ingress and egress to and from, and unrestricted access on, over, and under the Leased Premises, and this reservation shall be included in any sublease of the Leased Premises by the City. The ARAJPB's and BP's unrestricted access shall include, but shall not be limited to, the right of the ARAJPB and BP to inspect the Leased Premises, to remove or add soil or water, or to lay, install, construct, maintain, operate, inspect, replace, remove, sample, or

supplement all facilities, system or systems, equipment, or machinery useful to implement and complete all investigation, remediation and corrective action. The ARAJPB and BP shall at all times during the Sublease Term of this Sublease Agreement, and any extension thereof, so long as the City or the sublessee of the City are not in default of its sublease with the City, to exercise due diligence in attempting to minimize any disruption of the City's sublessee's use and possession of the Leased Premises, and, shall not damage, destroy, or remove buildings that are the City's or the City's sublessee's improvements unless such damage, destruction, or removal is necessary to implement or complete any investigation or corrective action that BP is ordered or requested to perform by any Governmental Authority.

13. Improvements to be Provided to the Leased Premises

The ARAJPB agrees to provide the following utilities to its point adjacent to the Leased Premises:

- i.** Water
- ii.** Sewer
- iii.** Telephone
- iv.** Natural gas
- v.** Electricity
- vi.** Fiber optic (conduit only), and
- vii.** Cable television

The City's sublessee shall be responsible for all connection charges associated with these utilities, unless otherwise agreed in writing between the City and any such sublessee.

14. City Improvement

A. The City or the City's sublessee may install the Project or any component thereof and other improvements upon the Leased Premises (collectively the "Project Improvements") subject to the ARAJPB's approval of the architectural plans for any buildings proposed for construction on the Leased Premises by the City or the City's sublessee in order to assure uniform development on the Land and compliance with the Use restrictions. Any improvements installed shall be kept and maintained in a commercially reasonable manner.

B. Any Project Improvements which give rise to a "Subsurface Improvement" as defined in the Development Protocols, may be constructed only with the prior written consent of the ARAJPB and

BP as required under the Lease Agreement. All Project Improvements placed, constructed, or erected upon the Leased Premises shall be constructed in compliance with and shall be subject to and encumbered by the Use Restrictions. During the Sublease Term, all Project Improvements shall be the property of either the City or the sublessee of the City as provided in the City's sublease agreement thereof.

15. Ownership of Improvements

During the term of this Sublease, the Existing Improvements and all other improvements located on the Leased Premises, including without limitation, all additions, all alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery, and equipment installed therein, shall be the property of either the City or the sublessee of the City as provided in the sublease agreement thereof. Except as provided in Section 37, at the expiration or earlier termination of this Sublease, the Leased Premises, all remaining Existing Improvements, all improvements and all additions, all alterations and improvements thereto or replacements thereof and all appurtenant fixtures, machinery, and equipment installed therein, shall become the property of the ARAJPB.

16. Damage to, Destruction of, or Removal of BP Improvements and the City Improvements

A. In the event that any improvements installed by the ARAJPB or BP are damaged or destroyed as a result of activities of the City or the City's sublessee, then the City, or the City's sublessee causing the damage shall be responsible for any and all costs associated with repairing or replacing those improvements that are damaged or destroyed. Notwithstanding the foregoing, the ARAJPB or BP shall have the right, but not the obligation, to issue a Stop Work Order as provided in the Development Protocols or to prevent and stop the City or the City's sublessee from moving, relocating, damaging, or destroying the improvements installed by the ARAJPB or BP on the Leased Premises by any means whatsoever including, but not limited to, the use of injunctive relief.

B. In the event that any improvements installed by BP must be removed or relocated in order to implement or complete any investigation or corrective action that BP is ordered or requested to perform by any Governmental Authority, then in such event, BP shall, at its sole cost, relocate any such BP improvements. BP shall bear no further responsibility or liability to the City or the City's sublessee or their respective designees, or other successors in interest for any such removal or relocation of said BP improvements.

C. In the event that any improvements installed by the City or the City's sublessee are damaged or destroyed as a result of activities of the ARAJPB or BP, then, provided the City and the City's sublessee have complied with Section 17 below, the ARAJPB or BP, as appropriate, shall be responsible for any and all costs associated with repairing or replacing those improvements that are damaged or destroyed.

D. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or any part of the improvements owned by either the City or the City's sublessee, or for a conveyance in lieu of condemnation of all or any part of the improvements owned by either the City or the City's sublessee, shall be the sole and separate property of the City or the City's sublessee as their interests shall appear (but expressly excluding the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking, or for a conveyance in lieu of condemnation, of all or any part of the fee interest of the Leased Premises, which shall be the sole and separate property of BP). This Sublease may be terminated by the City in the event of a condemnation or taking, or by the granting of a conveyance in lieu of condemnation, of all or part of the improvements owned by the City and/or the City's sublessee on the Leased Premises by the City giving written notice thereof to the ARAJPB.

17. Alterations

The City or the City's sublessee shall have the right, at the City's or the City's sublessee's sole cost and expense, from time to time during the term of the sublease with the City, or any extension thereof, to make any alteration, addition, or modification to the Leased Premises; PROVIDED THAT: (i) prior to making any such alterations, additions, or modifications, the City or the City's sublessee shall obtain the ARAJPB's and BP's prior written consent thereto, which consent shall not be unreasonably withheld; (ii) all such alterations, additions, or modifications shall comply with the Use Restrictions, the Remedy Agreement, all Development Protocols, the Existing Encumbrances, and the Lease Agreement and all laws and rules; and (iii) after completing said alterations, additions, or modifications, the Leased Premises shall have the same range of uses contemplated in the Use Restrictions.

18. Repairs

A. The City shall require the City's sublessee, at all times during the Lease Term of this Sublease Agreement, or any extension thereof, at the sublessee's sole cost and expense, to keep the Leased Premises and any of the City's improvements in good order, condition, and repair, ordinary wear and

tear excepted, and in such condition as may be required by any law, rule, regulation, ordinance, covenant, restriction, institutional or engineering control, or other authority, and requirements now or hereafter enacted or promulgated by any Governmental Authority relating to the Leased Premises or improvements thereon, and pursuant to this Sublease Agreement, whether or not such repair shall be interior or exterior, and whether or not such repair shall be of a structural nature. Further, the City's sublessee's use, maintenance, and repair of the Leased Premises and the City's improvements upon the Leased Premises shall at all times fully comply with the Existing Encumbrances, the Lease Agreement, all Development Protocols, as well as all obligations and restrictions for use, maintenance, and repair of the Leased Premises or improvements thereon as set forth in the Use Restrictions and the Remedy Agreement.

B. The City's sublessee shall at all times during the Sublease Term of this Sublease Agreement, or any extension thereof, at the City's sublessee's sole cost and expense, operate and keep the Vapor Intrusion Control System in good order, condition, and repair, in accordance with the design approved by the Wyoming Department of Environmental Quality (WDEQ). The City's sublessee shall further agree that the City's sublessee shall, at the sublessee's sole cost and expense, correct any deficiency in the Vapor Intrusion Control System identified by BP as being caused by the City's sublessee, as part of any inspection or testing required by the Remedy Agreement or otherwise required by WDEQ.

19. Mechanic's Liens

During the Sublease Term of this Sublease Agreement, the City's sublessee shall be responsible for any and all claims, damages, losses, costs, fees, charges, expenses, liens, or liabilities of any nature whatsoever arising out of, occurring or accruing by virtue of any work, labor, or service performed for, or material furnished for or to the City's sublessee on or related to the Leased Premises.

20. Taxes

A. During the Sublease Term of this Sublease Agreement, or any extension thereof, the City's sublessee shall, at its sole cost and expense, bear, pay, and discharge prior to delinquency, any and all real estate taxes, personal property taxes, assessments, sewer rents, water rents and charges, duties, impositions, license and permit fees, charges for public utilities of any kind, payments and other charges of every kind and nature whatsoever, ordinary or extraordinary, foreseen or unforeseen, general or special (all of which are hereinafter sometimes collectively referred to as

"Impositions"), except as provided herein, which shall, pursuant to present or future law or otherwise, have been or will be levied, charged, assessed, or imposed upon, or grown or become due and payable out of or for, or become or have charged, assessed, or imposed upon, or grown or become due and payable out of or for, or become or have become a lien on the Leased Premises, it being the intention of the Parties hereto that the rents reserved herein shall be received and enjoyed by the ARAJPB as a net sum free from all of such Impositions. If at any time during the Sublease Term of this Sublease Agreement, or any extension thereof, the then prevailing method of taxation or assessment shall be changed so that the whole or any part of the Impositions payable by the taxation or assessment by the City's sublessee as above provided, shall instead be levied, charged, assessed, or imposed wholly or partially on the rents received by the ARAJPB from the Leased Premises, or shall otherwise be imposed against the ARAJPB or BP in the form of a franchise tax or otherwise, then the City's sublessee shall pay all such levies, charges, assessments, Impositions, taxes, and other substituted charges to the extent that the same shall be directly related to and assessed against the Leased Premises or the rent thereon; provided, however, that the City's sublessee shall be required to make such payments only to the extent that the same would be payable if the Leased Premises were the property of BP.

B. The City's sublessee shall pay all interest and penalties imposed upon the late payment of any Impositions which the City's sublessee is obligated to pay hereunder. Impositions shall be apportioned between the City's sublessee and the ARAJPB as of the Effective Date of the Sublease Term of this Sublease Agreement, as well as on the date of termination of the Sublease Term of this Sublease Agreement, and shall be paid within thirty (30) days after such termination.

C. If the City's sublessee shall fail, for ten (10) days after notice and demand given to such sublessee, to pay any Imposition on or before the last day upon which the same may be paid together with interest or penalties for the late payment thereof, such failure shall constitute a default and breach by the City's sublessee under the City's Sublease, and the ARAJPB may pay the same with all interest and penalties lawfully imposed upon the late payment thereof, and the amounts so paid by the ARAJPB shall thereupon be and become immediately due and payable by the City's sublessee to the ARAJPB hereunder. The ARAJPB may pursue all remedies under Wyoming law to collect from the City's sublessee the amount paid by the ARAJPB.

D. The City's sublessee, at its sole cost and expense, may, if it shall in good faith so desire, contest the validity or amount of any Imposition, in which event the City's sublessee may defer the payment thereof for such period as such contest shall be actively prosecuted and shall be pending undetermined; provided that, in no event shall any such proceedings or appeals require the sale of the Leased Premises to satisfy any lien arising out of the nonpayment of the same.

E. The ARAJPB shall execute and deliver to the City's sublessee whatever documents may be necessary or proper to permit the sublessee to so contest any such Imposition or which may be necessary to secure payment of any refund which may result from any such proceedings.

F. An official certificate or statement issued or given by a sovereign or municipal authority, or any agency thereof, or any public utility, showing the existence of any Imposition, or interest or penalties thereon, the payment of which is the obligation of the City's sublessee as herein provided, shall be prima facie evidence for all purposes of this Sublease Agreement and the City's sublease of the existence, amount, and validity of such Imposition.

G. The provisions of this Section shall apply to the City for any improvements owned by the City on the Leased Premises.

21. Net Lease

This is an absolute net lease and the ARAJPB shall not be required by the City or the City's sublessee to provide any services or do any act or thing with respect to the Leased Premises, except as is specifically set forth in this Sublease Agreement.

22. Insurance

A. At all times while in possession of the Leased Premises, the City, for all improvements (other than water, sewer, or street, parking lot, or other access improvements) constructed and owned by the City on the Leased Premises, and the City's sublessee, for all improvements constructed by the City's sublessee on the Leased Premises shall provide and maintain in good standing the following insurance coverages on the Leased Premises and appurtenances thereto.

i. Insurance against loss or damage by fire and other hazards, risks, and perils from time to time included under standard extended coverage endorsements in a coverage amount equaling not less than ninety percent (90%) of the replacement value of the improvements installed respectively by the City or the City's sublessee upon the Leased Premises. The insurance shall include the ARAJPB and BP as a named insured or loss payee. In the event of a loss of not more than seventy-five percent (75%) of the usable space of the City's improvements, the City, for its respective improvements to the Leased Premises, agrees to, and the City's sublessee, for its respective improvements to the Leased Premises, shall agree to diligently pursue the repair of the damage to the improvements so as to maintain the quality of the Leased Premises and the integrity of the development and value of the Leased Premises. In the event of a loss of

seventy-five percent (75%) or more and either the City or the City's sublessee, in respect to their separate improvements, elects not to repair damage to the Project or more than one (1) year transpires from the date of loss, the City or the City's sublessee shall respectively restore the Leased Premises upon which their respective improvements are located to a buildable condition and thereupon the sublease shall terminate.

- ii.**The City's sublessee shall carry commercial general liability insurance covering all claims with respect to injuries or damages to persons or property sustained in, on, or about the Leased Premises and the appurtenances thereto, with limits of liability no less than Two Million Dollars (\$2,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate. The ARAJPB and the City's sublessee shall agree to review the insurance coverage limit from time to time, and the City's sublessee shall adjust the insurance coverage to an amount the ARAJPB, BP and the City's sublessee reasonably agree is required. The Parties agree and understand that both the ARAJPB and the City are covered under the Wyoming Governmental Claims Act as provided in Subsection vi. below, and the City shall not be required to carry the liability coverage set forth in this Subparagraph.
- iii.**During construction of any improvements on the Leased Premises, the City, or the City's sublessee, as the case may be, shall maintain builder's risk insurance for their respective work on the Leased Premises in the amount of One Hundred Percent (100%) replacement value thereof against "all risks" of physical loss or damage to the property insured. However, this requirement shall not apply to the City for the installation of water, sewer, or street, parking lot, or other access improvements to the Leased Premises.
- iv.**All such policies of insurance shall be written by companies of recognized financial standing which are well rated by a national rating agency and are legally qualified to issue such insurance in the State of Wyoming, and such insurance shall include as a named insured the ARAJPB, BP and the City or the City's sublessee as their interests may appear.
- v.**The City shall deliver to the ARAJPB on or before the issuance of any building permit for any improvements being constructed and owned by the City on the Leased Premises the original or duplicate policies or certificates of insurers required under this Sublease for the City satisfactory to the ARAJPB evidencing all of the insurance which is then required to be maintained by the City hereunder. The City's sublessee shall deliver to the ARAJPB proof of its liability coverages as provided in Subsection ii. above on or before the effective date of any such sublease from the City. The City's sublessee shall further be required in the City's sublease, prior to the issuance of any building permit(s) for any improvements being constructed by the City's sublessee on the Leased Premises the original or duplicate policies or

certificates of insurers required under this Sublease for the City satisfactory to the ARAJPB evidencing all of the insurance which is then required to be maintained by the City's sublessee hereunder. Such insurance policies shall contain a provision that such policies shall not be cancelled or reduced in scope or coverage amount without thirty (30) days prior written notice to the ARAJPB. The City, or the City's sublessee shall, within thirty (30) days after adjusting the coverage amount or within thirty (30) days prior to expiration of any such insurance policy or coverage, deliver other original or duplicate policies or other certificates of the insurers evidencing the amount and renewal of such insurance. Should either the City, or the City's sublessee fail to effect, maintain and increase as agreed upon, or renew any insurance provided for herein, or to pay the premium thereof or to deliver to the ARAJPB any other such policies or certificates, such failure shall constitute a default and breach by the City hereunder or the City's sublessee under any sublease of the Leased Premises from the City.

- vi. The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. Ann. §§ 1-39-101 to -121, and the Parties hereby specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

23. Assignment; Subletting

A. The City shall not convey, transfer, assign, or sublet or amend any existing subleases on any portion of its right, title, interest in, or its possession or control of, any portion of the Leased Premises, or otherwise convey any interest of the City under this Sublease without the prior written consent of the ARAJPB and BP, which consent shall not be unreasonably withheld. The ARAJPB shall also be signatory to any such agreement conveying, transferring, assigning, subletting or amending any existing or future subleases and shall have the same authority as the City upon any default of any such agreement as against the transferee or sublessee thereof.

B. Subject to the foregoing, the City shall have the right to assign its interest in this Sublease or to sublet all or part of the Leased Premises to any other party if: (i) at the time of assignment or sublease, the City is not in default under any of its obligations under this Sublease; (ii) the proposed assignee or sublessee agrees in writing to be bound by and assume the terms of this Sublease; and (iii) the proposed assignee or sublessee is, in the ARAJPB's judgment, financially capable of performing its obligations under this Sublease and is an experienced owner, operator and/or manager of facilities similar and kind to the Existing Improvements.

C. The City shall provide the ARAJPB with at least thirty (30) days prior written notice of any proposed assignment or sublease hereunder including the identity of the proposed assignee or sublessee. The City shall provide the ARAJPB with such additional information as the ARAJPB shall reasonably request regarding the proposed assignee or sublessee and its financial status and experience.

D. The City is acting as an intermediary for the future subleasing of the Leased Premises for the development of the Project. The ARAJPB understands and agrees that its requirements under this Sublease will be passed through to any such sublessee of the City whom shall then be solely responsible for compliance of these terms with the ARAJPB, free and clear of any claim against the City therefore, with the exception of any part of the Project for which the City maintains ownership during the term of this Sublease for which the City shall then remain responsible for compliance with the applicable terms of this Sublease. Nothing contained in this Sublease shall release ARAJPB from its obligations under the Lease Agreement.

24. Tenant Leases

As provided in Section 23 above and the Lease Agreement, the City, and the City's sublessee shall not have the right to enter into Tenant Leases ("Tenant Leases") covering space within the improvements respectively constructed on the Leased Premises without the prior written consent of ARAJPB and BP. Once such consent is obtained, such Tenant Leases may be on terms and in a form as determined by either the City or the City's sublessee from time to time in its sole and absolute discretion. All Tenant Leases shall be in writing and expressly state that the Tenant's rights thereunder are subject to the terms and conditions of this Sublease and the Lease Agreement. Permitted uses under each such Tenant Lease shall not conflict with the uses permitted under this Sublease and the Lease Agreement. The City, and the City's sublessee, shall on an annual basis, provide the ARAJPB with a rent roll listing as of such date all, Tenant Leases and identifying the Tenants and spaces leased.

25. Right to Mortgage

A. Notwithstanding the provisions contained herein, the City, or the City's sublessee shall have the right to mortgage or grant a deed of trust against or otherwise encumber their respective interests in the Leased Premises subject to the terms, conditions and limitations contained herein.

B. As used herein, "Leasehold Mortgage" shall mean any mortgage or deed of trust on the Leasehold Estate created by this Sublease; "Purchase Money Mortgage" shall mean any Leasehold Mortgage

granted to the City or the City's sublessee in connection with the sale or transfer of the City's interest in all or part of this Sublease; "Leasehold Estate" shall mean the estate of the City created by this Sublease upon and subject to all the terms and conditions of this Sublease and the Lease Agreement, but expressly excluding the ARAJPB's lease interest with BP; "Lending Institution" shall mean a national bank, insurance company, pension fund, major financial lending institution, or other entity generally recognized as a source of construction and/or permanent mortgage financing with reasonably sufficient assets and net worth as determined by the ARAJPB. Any such Leasehold Mortgage shall be subject to and subordinate to the rights of the ARAJPB hereunder in accordance with all the terms and conditions of this Sublease and to the rights of BP as fee title holder and ground lessor under the Lease Agreement.

C. The right of the City or the City's sublessee to mortgage its interests under this Sublease shall be subject to fulfillment of all of the following conditions.

- i.** The City or the City's sublessee shall notify the ARAJPB of the existence and identity of any respective Leasehold Mortgagee and provide the ARAJPB with a copy of all recorded instruments constituting the Leasehold Mortgage. No holder of a Leasehold Mortgage ("Leasehold Mortgagee") on this Sublease shall have the rights or benefits mentioned in this Section, nor shall the provisions of this Section be binding upon the ARAJPB, unless and until the name and address of the Leasehold Mortgagee shall have been delivered in writing to the ARAJPB, which notice shall be joined in or confirmed in writing by the City or the City's sublessee for their respective Leasehold Mortgages, notwithstanding any other form of notice, actual or constructive.
- ii.** The Leasehold Mortgagee is either a Lending Institution or the holder of a Purchase Money Mortgage.

D. As to protection of Leasehold Mortgagees, if, the City or the City's successors or assigns, or the City's sublessee shall mortgage this Sublease or the City's sublease thereof in compliance with the provisions of this Section, then so long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply.

- i.** No cancellation, surrender or modification of this Sublease shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee; provided that such consent shall not be required in the event of a termination of this Sublease in accordance with this Section.
- ii.** The ARAJPB, upon providing the City or the City's sublessee any notice of: (i) default under this Sublease or the City's sublease; (ii) a termination of this Sublease or the City's sublease; or (iii) a matter on which the ARAJPB may predicate or claim a default, shall at the

same time provide a copy of such notice to every Leasehold Mortgagee of which the ARAJPB has been provided notice in accordance with this Section. No such notice by the ARAJPB to the City or the City's sublessee shall be deemed to have been duly given unless and until a copy thereof has been so provided to every Leasehold Mortgagee of which the ARAJPB has been provided notice in accordance with this Section herein. From and after the date such notice has been given to Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or acts or omissions which are the subject matter of such notice, or causing the same to be remedied, as is given the City or the City's sublessee after the giving of such notice to the City or the City's sublessee, plus in each instance the additional periods of time specified in this Section to remedy, commence remedying or cause to be remedied the defaults or acts or omissions which are specified in such notice. The ARAJPB shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by the City or the City's sublessee as the case may be. The City or the City's sublessee shall authorize each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and does hereby authorize entry upon the Leased Premises by the Leasehold Mortgagee for such purpose.

iii. Anything contained in this Sublease to the contrary notwithstanding, if any default shall occur which entitles the ARAJPB to terminate this Sublease, the ARAJPB shall have no right to terminate this Sublease unless, following the expiration of the period of time given the City or the City's sublessee to cure such default or the act or omission which gave rise to such default, the ARAJPB shall notify every Leasehold Mortgagee (a "Termination Notice") of its intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination if such default is capable of being cured by the payment of money, and at least ninety (90) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money (the "Termination Notice Period"). The provisions of this Section shall apply only if, during such 30 or 90 day Termination Notice Period, any Leasehold Mortgagee shall:

1. Notify the ARAJPB of such Leasehold Mortgagee's desire to nullify such notice;
2. Pay or cause to be paid all Rent and other payments then due and in arrears and which may become due during the Termination Notice Period as specified in the Termination Notice to such Leasehold Mortgagee;
3. Comply or in good faith, with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Sublease then in default and reasonably susceptible of being complied with by such Leasehold Mortgagee;

4. Any notice to be given by the ARAJPB to a Leasehold Mortgagee pursuant to any provision of this Section shall be deemed properly addressed if sent to the Leasehold Mortgagee who provided a notice referred to above, unless notice of a change of Leasehold Mortgage ownership has been given to the ARAJPB in writing. the City or the City's sublessee.

E. If the ARAJPB shall elect to terminate this Sublease by reason of any default of the City or the City's sublessee, and the Leasehold Mortgagee shall have proceeded in the manner provided for herein, the specified date for the termination of this Sublease as fixed by the ARAJPB in its Termination Notice shall be extended for a period of six (6) months, provided that such Leasehold Mortgagee shall, during such six (6) month period;

- i.** Pay or cause to be paid the Rent, and other monetary obligations of the City or the City's sublessee under this Sublease as the same become due, and continue its good faith efforts to perform all of the City's or the City's sublessee other obligations under this Sublease, including during any period during which the Leasehold Mortgagee is entitled to possession of the Leased Premises, the obligation to operate and maintain the improvements and the Leased Premises, in accordance with the provisions of this Sublease.
- ii.** If not enjoined or stayed, take steps to acquire or sell the defaulting City's or the City's sublessee's interest in this Sublease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same with due diligence.
- iii.** If at the end of such six (6) month period such Leasehold Mortgagee is complying with this Section, this Sublease or the City's sublease shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell the defaulting City's or the City's sublessee's interest in this Sublease by foreclosure of the Leasehold Mortgage or by other appropriate means with reasonable diligence and continuity. Nothing in this Section, however, shall be construed to extend either this Sublease or the City's sublease beyond the original terms thereof, nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the default has been cured. If the default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Sublease or the City's sublease shall continue in full force and effect as if either the City or the City sublessee had not defaulted under this Sublease.
- iv.** If a Leasehold Mortgagee is complying with this Section, upon the acquisition of the City or the City's sublessee's Leasehold Estate herein by such Leasehold Mortgagee or its designee

or any other purchaser at a foreclosure sale or otherwise and the discharge of any lien, charge or encumbrance against the City or the City's sublessee's interest in this Sublease or the City's sublease or the Leased Premises which is junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee and which either the City or the City's sublessee is obligated to satisfy and is charged by reason of the terms of this Sublease, this Sublease shall continue in full force and effect as if either the City or the City's sublessee had not defaulted under either this Sublease or the City's sublease.

- v. For the purposes of this Section, the making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Sublease or the Leasehold Estate, nor shall any Leasehold Mortgage, as such, be deemed to be an assignee or transferee of this Sublease or of the Leasehold Estate so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the City or the City's sublessee to be performed hereunder, but the purchaser at any sale of this Sublease and of the Leasehold Estate in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Sublease and of the Leasehold Estate under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be an assignee or transferee within the meaning of this Sublease and any sublease by the City and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the City or the City's sublessee to be performed hereunder from and after the date of such purchase and assignment.
- vi. If the Leasehold Mortgagee shall become the holder of the Leasehold Estate and if the Leased Premises shall have been or become materially damaged on, before or after the date of such purchase and assignment, the Leasehold Mortgagee or such designee shall be obligated to repair, replace or reconstruct the improvements only to the extent of the net insurance proceeds received by the Leasehold Mortgagee or such designee by reason of such damage. However, should such net insurance proceeds be insufficient to repair, replace or reconstruct the improvements to the extent required herein and should the Leasehold Mortgagee or such designee choose not to fully reconstruct the improvements to the extent required by this Sublease, such failure shall entitle the ARAJPB to terminate this Sublease and the City's sublease, and the net insurance proceeds shall be distributed to the ARAJPB.
- vii. Any Leasehold Mortgagee or other acquirer of the Leasehold Estate pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring the City's or the City's sublessee's Leasehold Estate, with the prior written consent of the ARAJPB and BP, which consent shall not be unreasonably withheld, sell and assign the

Leasehold Estate on such terms and to such persons and organization as are acceptable to such Leasehold Mortgagee or acquirer and thereafter be relieved of all obligations under this Sublease; provided that the assignor shall have complied with all the requirements described herein; and further provided such assignee has delivered to the ARAJPB its written agreement to be bound by all of the provisions of this Sublease and the Lease Agreement, including any and all restrictions on further assignments, alienation, subletting, and further transfers of its interests hereunder.

- viii.** Notwithstanding any other provisions of this Sublease, any sale of this Sublease and of the Leasehold Estate in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignment or transfer of this Sublease and of the Leasehold Estate in lieu of the foreclosure of any Leasehold Mortgage, shall be deemed to be a permitted sale, transfer or assignment of this Sublease or under the City's sublease and of the Leasehold Estate.

F. In the event of any proceeding by the ARAJPB or the City under the United States Bankruptcy Code (Title 11 U.S.C.) as now or hereafter in effect:

- i.** If this Sublease is rejected in connection with a bankruptcy proceeding by the City or the City's sublessee or a trustee in bankruptcy for either the City or the City's sublessee, such rejection shall be deemed an assignment by the City or the City's sublessee to the Leasehold Mortgagee (or if there is more than one Leasehold Mortgagee, to the one highest in priority) of the Leasehold Estate and all of the City's or the City's sublessee's interest under this Sublease, in the nature of an assignment in lieu of foreclosure, and this Sublease shall not terminate and the Leasehold Mortgagee shall have all the rights of the Leasehold Mortgagee under this Section as if such bankruptcy proceeding had not occurred, unless such Leasehold Mortgagee shall reject such deemed assignment by notice in writing to the ARAJPB within thirty (30) days following rejection of this Sublease by the City or the City's sublessee or their respective trustee(s) in bankruptcy. If any court of competent jurisdiction shall determine that this Sublease shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by the City or the City's sublessee or their respective trustee(s) in connection with any such proceeding, the rights of any Leasehold Mortgagee to a new lease from ARAJPB pursuant to this Section shall not be affected thereby.

26. Default

A. The occurrence of any of the following shall constitute a default and breach of this Sublease Agreement by the City or the City's sublessee:

- i. Any failure by the City or the City's sublessee to pay the Impositions, rents, or additional rent required to be paid hereunder by the City or the City's sublessee ; or
- ii. Any failure by the City or the City's sublessee to effect, maintain, increase, or renew any insurance required hereunder by the City or the City's sublessee ; or
- iii. Any failure by the City or the City's sublessee to pay the sum or sums for which the City or the City's sublessee shall become liable in its indemnity and defense of the ARAJPB hereunder; or
- iv. Any failure by the City or the City's sublessee to comply with institutional or engineering controls, zoning resolutions, regulations, or restrictions applicable to the Leased Premises, or any part thereof, that are consistent with the requirements of the Development Protocols and the Existing Encumbrances and restrictions; or
- v. Any failure by the City or the City's sublessee to fully and promptly comply with any of the terms or conditions contained in this Sublease Agreement or the Lease Agreement, specifically including, but not limited to, the Use Restrictions.

B. Upon default by the City or the City's sublessee, the ARAJPB shall give written notice to the respective defaulting party, and the defaulting party shall have forty-five (45) business days in which to cure such default. In the event the defaulting party fails to timely cure such default, then in addition to all other remedies available to the ARAJPB at law or in equity, which shall include the right of specific performance, the ARAJPB may terminate this Sublease Agreement or the City's sublease and all rights of the City or the City's sublessee. Upon such termination of this Sublease Agreement or the City's sublease by the ARAJPB, the City or the City's sublessee shall quit the Leased Premises and peaceably surrender possession and occupancy thereof to the ARAJPB. Upon default by the City or the City's sublessee, the City or the City's sublessee shall be deemed to have waived and released any and all claims and demands for damages, loss, injury, expenses, costs and fees of every kind and nature whatsoever arising out of or resulting from such termination of this Sublease Agreement or the City's sublease by the ARAJPB.

C. Upon a default or breach of any term of this Sublease Agreement by the ARAJPB hereunder, the City or the City's sublessee, as to their respective interests, shall give written notice thereof to the ARAJPB, and the ARAJPB shall have forty-five (45) business days in which to cure such default. In the event the ARAJPB fails to timely cure such default, the City or the City's sublessee shall have all of the rights and remedies provided by law or equity including termination of this Sublease Agreement or the City's sublease. Upon default by the ARAJPB, the ARAJPB hereby waives and releases any and all claims and demands for damages, loss, injury, expenses, costs and fees of every

kind and nature whatsoever arising out of or resulting from such termination of this Sublease Agreement or the City's sublease by the City or the City's sublessee.

D. Except as otherwise expressly provided herein, the rights and remedies given herein to the ARAJPB and the City or the City's sublessee shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights reserved to the ARAJPB or to the City or the City's sublessee under the provisions of this Sublease Agreement or the City's sublease or given to the ARAJPB or to the City or the City's sublessee by operation of law.

27. Nonwaiver

No failure by any Party to enforce any default or breach by any other Party of any term, covenant, condition, restriction, or agreement herein, and no failure by any Party to exercise any right, power, or remedy in respect of any default or breach hereunder, shall constitute a waiver or relinquishment by such Party for the present or future enforcement of any such term, covenant, condition, restriction, or agreement or of any subsequent breach of any such term, covenant, condition, restriction, or agreement, nor shall it bar any right or remedy of such Party in respect of any such subsequent breach, nor shall the receipt of any sum payable hereunder, or any portion thereof, operate as a waiver of the rights of the payee to enforce the payment of any other sum then or thereafter in default, or to terminate this Sublease, or to recover the Leased Premises, or to invoke any other appropriate right, power, or remedy that a Party may select as herein or which is by law provided. This provision shall apply to any sublessee of the City.

28. Force Majeure

The time within which a Party shall be required to perform any act under this Sublease, other than the payment of money, shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably by strikes, lockouts, acts of God, governmental restrictions, failure, or inability to secure materials or labor by reason of priority or similar regulation or order of any Governmental Authority, enemy action, civil disturbance, fire, unavoidable casualties, or any other cause beyond the reasonable control of such Party, excluding, however, the inability or failure of such Party to obtain any financing or appropriations which may be necessary to carry out its obligations. Notwithstanding the foregoing, unless the Party entitled to such extension shall give notice to the other Party of its claim to such extension within ten (10) business days after the notifying Party learns that the event giving rise to such claim shall have occurred, there shall be excluded in computing the number of days by which the time for performance of the act in question shall be extended, the number of days

which shall have elapsed between the occurrence of such event and the actual giving of such notice. This provision shall apply to any sublessee of the City.

29. Expenses

The ARAJPB shall reimburse the City or the City's sublessee upon demand for all reasonable expenses, including attorneys' fees, incurred by the City or the City's sublessee in connection with any action or litigation to enforce any obligation of the ARAJPB which is in default under this Sublease Agreement, or in connection with the termination of this Sublease Agreement by reason of a default of the ARAJPB, or the protection of the City's or the City's sublessee's rights hereunder, or any litigation or dispute in which the City or the City's sublessee becomes a party or otherwise becomes involved, without fault on its part, relating to the Leased Premises, or the City's or the City's sublessee rights or obligations hereunder. If the interest of the ARAJPB hereunder shall hereafter be held by more than one person, corporation, or other entity, and if litigation shall arise by reason of a dispute among such persons, corporations, or other entities, and if the City or the City's sublessee is made a party to such litigation without the City's or the City's sublessee's consent, then the ARAJPB shall reimburse the City upon demand for all reasonable expenses, excluding reasonable attorneys' fees, incurred by the City or the City's sublessee in connection with any such litigation.

30. ARAJPB's Expenses

The City, for the City's improvements, or the City's sublessee for its improvements shall reimburse the ARAJPB upon demand for all reasonable expenses, including reasonable attorneys' fees, incurred by the ARAJPB in connection with the collection of any rent or Impositions due and payable hereunder, or in connection with any action or litigation to enforce any obligation of the City or the City's sublessee which is in default under this Sublease, or in connection with the termination of this Sublease by reason of a default of the City or the City's sublessee, or the protection of the ARAJPB's rights hereunder, or any litigation or dispute arising due to the City's or the City's sublessee's use and occupancy of the Leased Premises in which the ARAJPB becomes a party or otherwise becomes involved, without fault on its part, relating to the Leased Premises, or the ARAJPB's rights or obligations hereunder.

31. Termination and Surrender

A. Except as provided in Section 37 herein, on the last day of the Sublease Term of this Sublease Agreement or the City's sublease, or any extension thereof, or upon any earlier termination of this Sublease Agreement or the City's sublease, all right, title and interest of the City or the City's sublessee in and to the Leased Premises shall cease and terminate, and all right, title and interest thereto, including all improvements thereon, shall vest in the ARAJPB. No further deed or other instrument shall be necessary to confirm the vesting in the ARAJPB of quiet title to the Leased Premises.

B. Upon any termination of this Sublease Agreement, the City, or the City's sublessee, upon request of the ARAJPB, shall execute, acknowledge, and deliver to the ARAJPB a recordable deed confirming that all of the right, title, and interest of the City or the City's sublessee in or to the Leased Premises has terminated and expired, and that title thereto has vested in the ARAJPB. Upon termination, the City or the City's sublessee shall truly quit the Leased Premises and peaceably surrender and deliver up the Leased Premises and, for cases of early termination, the City's or the City's sublessee's improvements upon the Leased Premises, into the possession and use of the ARAJPB, without fraud or delay and in good order, condition, and repair, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the Effective Date of the Sublease Term of this Sublease Agreement and those, if any, created by the ARAJPB, without any payment or allowance whatsoever by the ARAJPB on account of or for any of the City's or the City's sublessee's improvements or other buildings, improvements, and occupancies erected, maintained, or existing on the Leased Premises at the time of the termination, or for the contents thereof or appurtenances thereto. **PROVIDED HOWEVER**, the ownership of any public water, sewer, or street improvements related to the Leased Premises shall remain the sole and separate property of the City.

32. Hold Harmless

The ARAJPB and the City, due to the Wyoming Governmental Claims Act, hereby agree to indemnify and hold each other and the City's sublessee harmless from any and all liability for personal injury, death, or property damage arising or resulting from their respective use of the Leased Premises for which they have liability pursuant to the Wyoming Governmental Claims Act.

The City's sublessee shall indemnify, defend, and hold harmless the ARAJPB, the City, BP and the Leased Premises from and against all claims and liabilities arising by virtue of or relating to any construction and any other improvements or repairs made at any time to the Leased Premises, including repairs, restoration and rebuilding, and all other activities of the City's sublessee on or with respect to the

Leased Premises. If the City or the City's sublessee is required to defend any action or proceeding pursuant to this Sublease to which action or proceeding the ARAJPB is made a party and the ARAJPB reasonably believes that the interest of either the City or the City's sublessee and the ARAJPB conflict or are divergent, then the ARAJPB shall also be entitled to appear, defend, or otherwise take part in the matter involved, at its election, by counsel of its own choosing, and to the extent the ARAJPB is indemnified under this Sublease, the City's sublessee shall bear the costs of the ARAJPB's separate defense, including reasonable attorneys' fees.

33. Indemnification

A. The City's sublessee shall agree, in any sublease from the City, to indemnify, defend and hold the ARAJPB, BP and the City harmless from and against any and all demands, claims, liabilities, losses, costs, expenses, actions, causes of action, damages or judgments, and all reasonable expenses incurred in investigating or resisting the same (including, without limitation, reasonable attorneys' fees and disbursements) to the extent arising or alleged to arise from: (i) injury to person or to property occurring within or about the Leased Premises, the Existing Improvements or any other improvements on the Leased Premises; (ii) the City's sublessee, its employees, agents, invitees or sublessee's acts or omissions relating to the use or occupancy of the Leased Premises, the Existing Improvements, or any other improvements on the Leased Premises; (iii) a breach or default by the City's sublessee in the performance of any of its obligations under this Sublease; or (iv) the City's sublessee's violation of any applicable law or statute relating to the Leased Premises, the Existing Improvements or any other improvements on the Leased Premises or their use or occupation; provided, however, that the ARAJPB shall not be released from and shall indemnify, defend, protect and hold the City's sublessee harmless from all damages, liabilities, judgments, actions, claims, consultants' fees, payments, costs and expenses to the extent arising from the acts or omissions of the ARAJPB, its employees or agents or through breach of the ARAJPB's obligations under this Sublease or the City's sublease to the extent that the ARAJPB has liability under the Wyoming Governmental Claims Act.

B. The City's sublessee shall agree, that the ARAJPB, BP or the City shall not be liable for injury to the City's sublessee's business or any loss of income therefrom for damage to the goods, wares, merchandise or other property, or for consequential damages of the City's sublessee, or its employees, agents, contractors, invitees, sublessees of the City's sublessee or any other person in or about the Leased Premises, the Existing Improvements, or any other improvements on the Leased Premises.

34. Notices

Any notice, demand, election, payment, or other communication (hereafter collectively referred to as "Messages") with the ARAJPB or the City required to be given pursuant to the provisions of this Sublease Agreement shall be sent by registered or certified mail, return receipt requested, and the giving of such Messages shall be deemed complete on the fifth (5th) business day after the same is deposited in the United States Post Office with postage, charges prepaid, enclosed in a securely sealed envelope addressed to the person intended to be given such Messages at the respective addresses set forth below or to such other address as such Party may theretofore have designated by notice.

ARAJPB: Amoco Reuse Agreement Joint Powers Board
2435 King Boulevard STE 249
Casper, WY 82604

City of Casper: City Manager's Office
City Hall
200 N. David
Casper, WY 82601

35. Amendment or Modification of Sublease Agreement

This Sublease Agreement may be amended, changed or modified only by an agreement in writing signed by the Parties.

36. Lease Subject to Approval by BP

This Sublease Agreement and the City's sublease(s) are subject to the August 1, 2000 Lease Agreement between the Amoco Oil Company, a Maryland corporation, predecessor in interest to BP Products North America Inc. and the Amoco Reuse Agreement Joint Powers Board. Therefore, this Sublease and the City's sublease(s) are subject to BP Products North America Inc.'s written consent to said Sublease Agreement and the City's sublease(s). Should BP Products North America Inc. not consent to this Sublease Agreement and the City's sublease(s), then this Sublease Agreement and the respective City sublease(s) shall be null and void.

37. Conversion of Land From Lease to Fee Simple

In the event that BP conveys the property in fee simple to the ARAJPB and if the City has elected and made a single one-time rental payment, the ARAJPB shall execute a Quitclaim Deed of said property to the City. The City's sublessee will continue to pay the monthly common area maintenance fees agreed to by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Sublease Agreement to be executed as of the day and year first above written.

WITNESS:

AMOCO REUSE AGREEMENT
JOINT POWERS BOARD

Bryce Row, Chairman

APPROVED AS TO FORM

CITY OF CASPER, WYOMING

a Municipal Corporation

Paul Meyer, Mayor

ATTEST:

V. H. McDonald

City Clerk

The undersigned executes below for the sole purpose of evidencing its consent to this Sublease pursuant to Section 24.A. of the Lease Agreement:

BP PRODUCTS NORTH AMERICA INC.

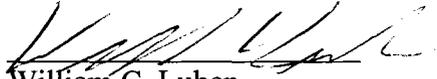
Date: _____

Title

APPROVAL AS TO FORM

I have reviewed the attached *Sublease Agreement between the City of Casper, the Amoco Reuse Agreement Joint Powers Board and BP Products North America, Inc.*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: July 25, 2014.



William C. Luben
City Attorney

RESOLUTION NO. 14-204

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A SUBLEASE AGREEMENT WITH THE AMOCO REUSE AGREEMENT JOINT POWERS BOARD FOR REAL PROPERTY LOCATED WITHIN THE PLATTE RIVER COMMONS AND TO RESCIND RESOLUTION NO. 14-176.

WHEREAS, the Amoco Reuse Agreement Joint Powers Board (ARAJPB) leases and manages certain real property from BP Products North America, Inc. (“BP”), known as the Platte River Commons, the site of the former AMOCO refinery; and

WHEREAS, the City of Casper endeavors to promote and support the redevelopment and reuse of the Platte River Commons area as part of the City Council’s Goals to support economic development in the community; and

WHEREAS, the City is working on facilitating the development of a hotel/conference center development on the Platte River Commons property, and the ARAJPB is proposing to sublease the necessary property to the City for the development of this project; and,

WHEREAS, a draft of a Sublease Agreement for the leasing of this property by the City was approved by Council by Resolution No. 14-176 on June 17, 2014, however, since that date BP has requested some further language changes for its benefit, that do not otherwise substantially modify the duties between the City and the ARAJPB; and,

WHEREAS, because of these additional changes, it is necessary for Council to rescind Resolution No. 14-176 that approved the prior draft of the Sublease Agreement and to further approve the new draft of the this agreement by a new resolution.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, that the Mayor is hereby authorized and directed to execute, and the City Clerk attest, a Sublease Agreement between the City, the Amoco Reuse Agreement Joint Powers Board and BP Products North America, Inc. for the leasing of certain property in the Platte River Commons.

BE IT FURTHER RESOLVED, that Resolution No. 14-176 is hereby rescinded which approved a prior draft of the Sublease Agreement as described and set forth above.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTTEST:

V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

July 23, 2014

TO: John C. Patterson, City Manager.
FROM: William C. Luben, City Attorney. *WCL*
RE: East Elkhorn Ranch, LLC Requested Changes to its Point of Diversion on The
"Stroud Ditch."

Recommendation:

That Council, by resolution, authorize the Mayor to execute a "Consent" for a change of the current point of diversion, and for an additional point of diversion of water from the "Stroud Ditch" for irrigation purposes by East Elkhorn Ranch, LLC.

Summary:

East Elkhorn Ranch, LLC (hereinafter "Elkhorn") has filed a Petition before the State Board of Control to change its point of diversion of water on the Stroud (irrigation) Ditch which draws its water from Elkhorn Creek. Elkhorn is proposing to abandon its current point of diversion and move it approximately 85 feet upstream. Elkhorn is further requesting an additional point of diversion approximately 475 feet downstream from its current point of diversion.

As the City holds water rights along with others in the Elkhorn Creek drainage, it is necessary for the City to either join in, by consenting to, or to otherwise contest this change.

The request being made by Elkhorn will not enlarge the amount of water to which it is entitled, but simply establishes new points for it to divert water from the Stroud Ditch, and will not impact the City's rights to its water appropriation.

Elkhorn has requested that the City consent to this diversion point change. A copy of the Petition filed before the State Board of Control, as well as the consent form that would be necessary for the City to approve are attached for your reference and review.

PETITION FOR AN ADDITIONAL)
POINT OF DIVERSION AND FOR A)
CHANGE OF POINT OF DIVERSION)
AND MEANS OF CONVEYANCE OF)
THE JOSHUA STROUD)
APPROPRIATION, TERRITORIAL)
APPROPRIATION, DIVERTING FROM)
ELKHORN CREEK, TRIBUTARY)
NORTH PLATTE RIVER, THROUGH)
THE STROUD NO. 1 DITCH, WITH)
PRIORITY OF APRIL 30, 1886, TO BE)
CHANGED TO A SERIES OF DITCH)
AND PIPELINE FACILITIES)
THROUGH THE MCMURRY POND)
RESERVOIR (PERMIT NOS. 5556 RES.)
AND 11687 RES.))

BEFORE THE
STATE BOARD OF CONTROL
CHEYENNE, WYOMING

DOCKET NO.: _____

O.R. 1, P. 342; NO C.R. OF RECORD; PROOF NO. 994

STATE OF WYOMING)
) s.s.
COUNTY OF LARAMIE)

COMES NOW, East Elkhorn Ranch, LLC, acting through its attorney, Stacia Berry, Hageman Law P.C., 222 East 21st Street, Cheyenne, Wyoming 82001; SKM Properties, LLC and Blackmore Market Place Shops, LLC, P.O. Box 2390, Casper, Wyoming 82602, each acting through Neil A. McMurry; Eastgate Ranch, LLC and V.A. Resources, LLC, P.O. Box 50790, Casper, Wyoming 82605, each acting through Robert McMurry; Betty and Bill Luker Nature Conservancy, Inc. and Elkhorn Limited Liability Company, 4221 East 2nd Street, Casper, Wyoming 82609, each acting through William B. Luker; Highland Park Community Church of God, Inc., 5725 Highland Drive, Casper, Wyoming 82609, acting through Leslie Bromley; Wyoming Department of Transportation, 5300 Bishop Blvd., Cheyenne, Wyoming 82009, acting through Peter Brennan; City of Casper, 200 N. David, Casper, Wyoming 82601, acting through Paul Meyer, Mayor; Town of Evansville, P.O. Box 158, Evansville, Wyoming 82636, acting through Phil Hinds, Mayor; Natrona County, 200 North Center Street, Casper, Wyoming 82601, acting through Bill McDowell; True Land and Realty LLC, P.O. Box 2360, Casper, Wyoming 82602, acting through John J. Blomstrom; YO Livestock Co., Inc., P.O. Box 2373, Casper, Wyoming 82602, acting through Gary C. Lathrop; David B. and Joy M. Gallup, 2707 Palmer Drive, Casper, Wyoming 82601; Patrick L. and Suzanne D. Bower, 6108 Coronado Drive, Casper, Wyoming 82609; Curtis W. and Misti G. Cole, 6117 Coronado Drive, Casper, Wyoming, 82609; Dan W. Guerttman, 3100 Garden Creek

Road, Casper, Wyoming 82601; and Richard J. Fairservis Living Trust Dated February 26, 2002, P.O. Box 50730, Casper, Wyoming 82605, acting through Richard J. Fairservis; who being duly sworn on oath according to law do hereby make the following statement of facts and petition:

1. THAT they are the owners of the lands and the appropriation for which an additional point of diversion and a change of point of diversion and means of conveyance are sought, as evidenced by recorded warranty deeds and other proof of ownership from the County Clerk of Natrona County, Wyoming, which are attached hereto as Exhibit A.
2. THAT the appropriation involved and for which the amendments are sought is the Joshua Stroud Appropriation, Territorial Appropriation, adjudicated under Proof No. 994, in the amount of 2.85 c.f.s. for the irrigation of 200.0 acres, diverting from Elkhorn Creek, a tributary of the North Platte River, through the Stroud No. 1 Ditch, with priority of April 30, 1886, and of record in Order Record 1, Page 342 describing the lands irrigated as follows:

<u>Township 33 North, Range 78 West</u>	
Section 7:	SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ S $\frac{1}{2}$ NE $\frac{1}{4}$
Section 18:	NE $\frac{1}{4}$ SW $\frac{1}{4}$ W $\frac{1}{2}$ NE $\frac{1}{4}$
TOTAL	200.0 Acre "Blanket Description"

3. THAT by and through this Petition, the Petitioners request a change of point of diversion and means of conveyance of the Joshua Stroud Appropriation, Territorial Appropriation, which diverts from Elkhorn Creek through the Stroud No. 1 Ditch, at a point described as North 89° 10' West, 837.0 feet distant from the center-south one-sixteenth corner of Section 18, Township 33 North, Range 78 West, and situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18 (Latitude 42° 49' 27.98" North, Longitude 106° 15' 07.13" West), to a series of facilities described below, diverting from the same source of supply approximately 85 feet upstream at a point described as South 85° 24' West, 899 feet distant from the center-south one-sixteenth corner of Section 18, Township 33 North, Range 78 West, and situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18 (Latitude 42° 49' 28.20" North, Longitude 106° 15' 08.90" West). The proposed new means of conveyance includes the following facilities:

A. The Elkhorn Ditch, a new facility;

- B. The McMurry Pond Reservoir Supply Pipeline, Permit No. 5390 Enl.;
- C. The McMurry Pond Reservoir, Permit Nos. 5556 Res. and 11687 Res.; and
- D. The Stroud Pipeline, a new facility, conveying water from the McMurry Pond Reservoir through a pump house to the irrigated lands.

4. THAT by and through this Petition, the Petitioners request an additional point of diversion of the Joshua Stroud Appropriation, Territorial Appropriation, diverting from the same source of supply approximately 475 feet downstream at a point described as North 80° 56' West, 1294 feet distant from the center-south one-sixteenth corner of Section 18, Township 33 North, Range 78 West, and situated in the NE¼SW¼ of Section 18 (Latitude 42° 49' 30.94" North, Longitude 106° 15' 13.96" West).

A. The lands for which the additional point of diversion and change of point of diversion and means of conveyance are requested are described as follows:

<u>Township 33 North, Range 78 West</u>	
Section 7:	SE¼ NE¼NE¼ S½NE¼
Section 18:	NE¼SW¼ W½NE¼
TOTAL	200.0 Acre "Blanket Description"

B. By a companion petition, Petitioner East Elkhorn Ranch, LLC is also seeking an additional point of diversion and a change of point of diversion and means of conveyance of the McMurry Pond Reservoir Supply Pipeline, Permit No. 5390 Enl., in part to the Elkhorn Ditch, a new facility, at the same new point of diversion and additional point of diversion.

5. THAT the reasons for these requested changes are to correct the records to agree with the actual situation on the ground and to make a matter of record to the additional point of diversion on the ground. The requested changes will also provide a more economical means of conveyance for irrigation through a sprinkler system.

6. THAT Petitioner East Elkhorn Ranch, LLC is the sole owner of the Elkhorn Ditch, the McMurry Pond Reservoir Supply Pipeline, the McMurry Pond Reservoir, and the Stroud Pipeline, so its consent to the requested changes is implicit. The historical point of diversion for the Stroud No. 1 Ditch has been closed to the passage of water and the ditch facility will be abandoned.

7. THAT there are no record intervening points of diversion between the historical point of diversion of the Stroud No. 1 Ditch and the proposed new point of diversion. There are also no record intervening points of diversion between the historical point of diversion of the Stroud No. 1 Ditch and the proposed additional point of diversion.
8. THAT there are no intervening tributaries or other sources of supply which might affect the rights of other appropriators.
9. THAT a map prepared by a registered professional surveyor showing the actual situation on the ground accompanies this Petition.
10. THAT the granting of this Petition will in no way affect the rights of other appropriators diverting from the same source of supply.

It is the PRAYER of the Petitioners that this Petition for an additional point of diversion and a change of point of diversion and means of conveyance, as outlined in paragraphs 3 and 4 above, be granted without loss of priority, and that a proper Order of the Board be entered recording same.

Respectfully submitted,

EAST ELKHORN RANCH, LLC

By: _____
Stacia Berry, Attorney for the Petitioner

The foregoing instrument was acknowledged before me by Stacia Berry, attorney for East Elkhorn Ranch, LLC, a Wyoming Limited Liability Company, on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

SKM PROPERTIES, LLC

BLACKMORE MARKET PLACE SHOPS, LLC

By: _____
Neil A. McMurry, Member

The foregoing instrument was acknowledged before me by Neil A. McMurry as a Member and on behalf of SKM Properties, LLC and Blackmore Market Place Shops, LLC on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

EASTGATE RANCH, LLC

V.A. RESOURCES, LLC

By: _____
Robert McMurry, Member

The foregoing instrument was acknowledged before me by Robert McMurry as a Member and on behalf of Eastgate Ranch, LLC and V.A. Resources, LLC on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

BETTY AND BILL LUKER NATURE
CONSERVANCY, INC.

ELKHORN LIMITED LIABILITY COMPANY

By: _____
William B. Luker, Owner/Member

The foregoing instrument was acknowledged before me by William B. Luker as an Owner/Member and on behalf of Betty and Bill Luker Nature Conservancy, Inc. and Elkhorn Limited Liability Company on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

HIGHLAND PARK COMMUNITY CHURCH OF
GOD, INC.

By: _____
Leslie Bromley, Agent

The foregoing instrument was acknowledged before me by Leslie Bromley on behalf of Highland Park Community Church of God, Inc. on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

WYOMING DEPT. OF TRANSPORTATION

By: _____
Peter Brennan,
Principal Property Management Agent

The foregoing instrument was acknowledged before me by Peter Brennan as the Principal Property Management Agent and on behalf of the Wyoming Department of Transportation on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

CITY OF CASPER, WYOMING

By: _____
Paul Meyer, Mayor

The foregoing instrument was acknowledged before me by Paul Meyer as the Mayor and on behalf of the City of Casper, Wyoming on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

TOWN OF EVANSVILLE, WYOMING

By: _____
Phil Hinds, Mayor

The foregoing instrument was acknowledged before me by Phil Hinds as the Mayor and on behalf of the Town of Evansville, Wyoming on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

NATRONA COUNTY, WYOMING

By: _____
Forrest Chadwick, Chairman

The foregoing instrument was acknowledged before me by Forrest Chadwick as the Chairman of the Board of County Commissioners and on behalf of Natrona County, Wyoming on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

TRUE LAND AND REALTY LLC

By: _____
John J. Blomstrom, Agent

The foregoing instrument was acknowledged before me by John J. Blomstrom as Agent and on behalf of True Land and Realty LLC on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

YO LIVESTOCK CO., INC.

By: _____
Gary C. Lathrop, Owner

The foregoing instrument was acknowledged before me by Gary C. Lathrop as an Owner and on behalf of YO Livestock Co., Inc. on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

DAVID B. AND JOY M. GALLUP

By: _____
David B. Gallup

The foregoing instrument was acknowledged before me by David B. Gallup on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

By: _____
Joy M. Gallup

The foregoing instrument was acknowledged before me by Joy M. Gallup on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

PATRICK L. AND SUZANNE D. BOWER

By: _____
Patrick L. Bower

The foregoing instrument was acknowledged before me by Patrick L. Bower on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

By: _____
Suzanne D. Bower

The foregoing instrument was acknowledged before me by Suzanne D. Bower on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

CURTIS W. AND MISTI G. COLE

By: _____
Curtis W. Cole

_____ The foregoing instrument was acknowledged before me by Curtis W. Cole on this day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

By: _____
Misti G. Cole

_____ The foregoing instrument was acknowledged before me by Misti G. Cole on this day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

DAN W. GUERTTMAN

The foregoing instrument was acknowledged before me by Dan W. Guerttman on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

Respectfully submitted,

RICHARD J. FAIRSERVIS LIVING TRUST DATED
FEBRUARY 26, 2002

By: _____
Richard J. Fairservis, Trustee

The foregoing instrument was acknowledged before me by Richard J. Fairservis as Trustee and on behalf of the Richard J. Fairservis Living Trust Dated February 26, 2002 on this _____ day of July, 2014.

Witness my hand and official seal.

Notary Public

My Commission expires:

RESOLUTION NO. 14-205

RESOLUTION APPROVING A CONSENT FOR CHANGE OF
POINT OF DIVERSION OF WATER ON THE STROUD DITCH
FOR EAST ELKHORN RANCH, LLC.

WHEREAS, East Elkhorn Ranch, LLC (hereinafter "Elkhorn") has filed a petition before the State Board of Control to change its point of diversion of water on the Stroud irrigation ditch which draws its water from Elkhorn Creek; and,

WHEREAS, Elkhorn is proposing to abandon its current point of diversion and move it approximately 85 feet upstream, as well as is requesting an additional point of diversion approximately 475 feet downstream from its current point of diversion; and,

WHEREAS, the City holds water rights along with others in the Elkhorn Creek drainage; and,

WHEREAS, the City finds that its water rights will not be affected by the requested change in the points of diversion by Elkhorn, and the City finds that it should consent to the requested change in the water diversion points on the Stroud ditch as requested by Elkhorn.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, That the Mayor is hereby authorized and directed to execute a "Consent of City of Casper" consenting to the change in the points of diversion as set forth above by East Elkhorn Ranch, LLC.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

July 30, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director
SUBJECT: County Plat Approval, Can Do Simple Subdivision

Recommendation:

That Council, by resolution, approve the plat of the Can Do Simple Subdivision, located in unincorporated Natrona County, generally located north of the City of Casper, and east of Interstate 25.

Summary:

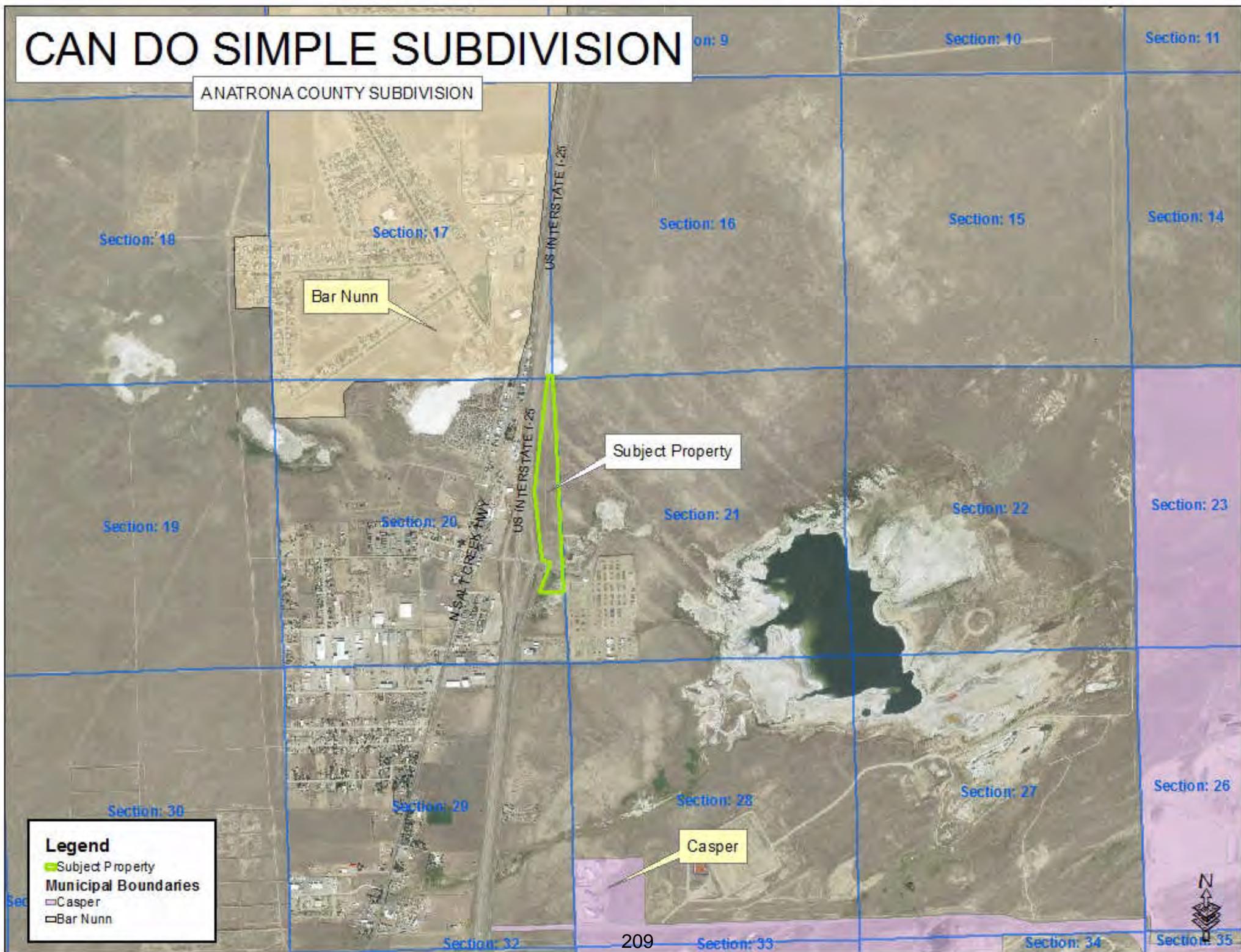
Application has been made for approval of a County plat, the Can Do Simple Subdivision, comprising 32.46-acres, more or less. The proposed subdivision is creating two (2) lots, and is located north of the City of Casper limits, and east of the Town of Bar Nunn, along the east side of Interstate 25. Pursuant to W.S. 34-12-103, all plats located within one (1) mile of the boundary of any city or town must be approved by said city or town prior to the filing and recording of the plat with the county clerk. The purpose of the extra-territorial jurisdiction afforded to cities and towns by Wyoming State Statutes is to ensure that development that occurs on the fringes of a community is designed and constructed in a manner that is consistent with the standards and specifications of the municipality. As growth occurs, and county subdivisions on the fringes are absorbed, problems can occur when those subdivisions are not designed according to the minimum standards of the municipality.

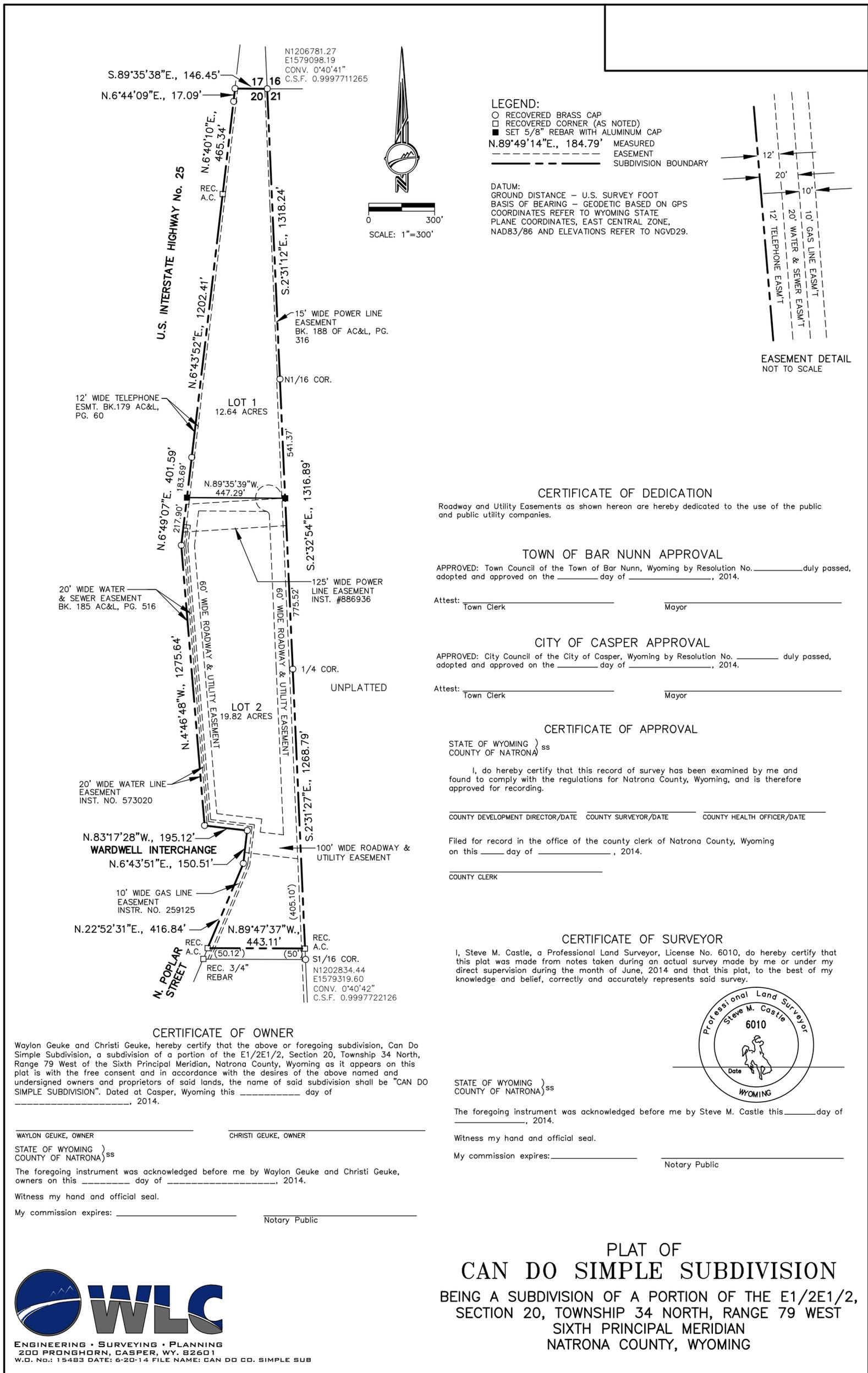
Typically, the City imposes its development standards on County subdivisions within a mile of the City limits through the execution of an Outside City Water/Sewer Agreement; however, in this case, the property will be serviced by the Wardwell Water and Sewer District, so the applicant will not be required to sign a City of Casper Outside Water/Sewer Agreement. One initial concern that staff had with the subdivision was that public access easements be provided on the plat, rather than private roadways. Should the area ever be annexed into the City of Casper, the Municipal Code requires that public roads be required for access to all platted lots. The requested public access easements would allow for the construction of the necessary roadways, built to City standard specifications, at that time. The County prefers private roadways on all new subdivisions so that they are not obligated to maintain them; however, the County responded favorably to the request by City staff for public access easements, and the necessary easements have been dedicated on the plat.

A resolution has been prepared for Council's consideration, authorizing the Mayor to sign the plat creating the Can Do Simple Subdivision.

CAN DO SIMPLE SUBDIVISION

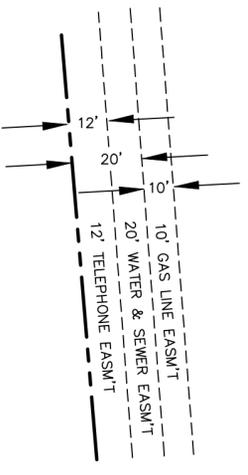
ANATRONA COUNTY SUBDIVISION





LEGEND:
 ○ RECOVERED BRASS CAP
 □ RECOVERED CORNER (AS NOTED)
 ■ SET 5/8" REBAR WITH ALUMINUM CAP
 N.89°49'14"E., 184.79' MEASURED
 ----- EASEMENT
 - - - - - SUBDIVISION BOUNDARY

DATUM:
 GROUND DISTANCE - U.S. SURVEY FOOT
 BASIS OF BEARING - GEODETIC BASED ON GPS
 COORDINATES REFER TO WYOMING STATE
 PLANE COORDINATES, EAST CENTRAL ZONE,
 NAD83/86 AND ELEVATIONS REFER TO NGVD29.



CERTIFICATE OF DEDICATION

Roadway and Utility Easements as shown hereon are hereby dedicated to the use of the public and public utility companies.

TOWN OF BAR NUNN APPROVAL

APPROVED: Town Council of the Town of Bar Nunn, Wyoming by Resolution No. _____ duly passed, adopted and approved on the _____ day of _____, 2014.

Attest: _____
 Town Clerk Mayor

CITY OF CASPER APPROVAL

APPROVED: City Council of the City of Casper, Wyoming by Resolution No. _____ duly passed, adopted and approved on the _____ day of _____, 2014.

Attest: _____
 Town Clerk Mayor

CERTIFICATE OF APPROVAL

STATE OF WYOMING) ss
 COUNTY OF NATRONA)

I, do hereby certify that this record of survey has been examined by me and found to comply with the regulations for Natrona County, Wyoming, and is therefore approved for recording.

 COUNTY DEVELOPMENT DIRECTOR/DATE COUNTY SURVEYOR/DATE COUNTY HEALTH OFFICER/DATE

Filed for record in the office of the county clerk of Natrona County, Wyoming on this _____ day of _____, 2014.

 COUNTY CLERK

CERTIFICATE OF SURVEYOR

I, Steve M. Castle, a Professional Land Surveyor, License No. 6010, do hereby certify that this plat was made from notes taken during an actual survey made by me or under my direct supervision during the month of June, 2014 and that this plat, to the best of my knowledge and belief, correctly and accurately represents said survey.



STATE OF WYOMING) ss
 COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Steve M. Castle this _____ day of _____, 2014.

Witness my hand and official seal.
 My commission expires: _____
 Notary Public

CERTIFICATE OF OWNER

Waylon Geuke and Christi Geuke, hereby certify that the above or foregoing subdivision, Can Do Simple Subdivision, a subdivision of a portion of the E1/2E1/2, Section 20, Township 34 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming as it appears on this plat is with the free consent and in accordance with the desires of the above named and undersigned owners and proprietors of said lands, the name of said subdivision shall be "CAN DO SIMPLE SUBDIVISION". Dated at Casper, Wyoming this _____ day of _____, 2014.

 WAYLON GEUKE, OWNER
 STATE OF WYOMING)
 COUNTY OF NATRONA) ss
 The foregoing instrument was acknowledged before me by Waylon Geuke and Christi Geuke, owners on this _____ day of _____, 2014.
 Witness my hand and official seal.
 My commission expires: _____
 Notary Public



**PLAT OF
 CAN DO SIMPLE SUBDIVISION**
 BEING A SUBDIVISION OF A PORTION OF THE E1/2E1/2,
 SECTION 20, TOWNSHIP 34 NORTH, RANGE 79 WEST
 SIXTH PRINCIPAL MERIDIAN
 NATRONA COUNTY, WYOMING

RESOLUTION NO. 14-206

A RESOLUTION APPROVING A NATRONA COUNTY PLAT, "CAN DO SIMPLE SUBDIVISION," A SUBDIVISION OF A PORTION OF THE E1/2E1/2, SECTION 20, TOWNSHIP 34 NORTH, RANGE 79 WEST, SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

WHEREAS, application has been made for County Subdivision approval of the Can Do Simple Subdivision, comprising 32.46-acres, more or less, and creating two (2) lots; and,

WHEREAS, pursuant to W.S. 34-12-103, all plats located within one (1) mile of the boundary of any city or town shall be approved by said city or town prior to the filing and recording of the plat with the County Clerk; and,

WHEREAS, the Can Do Simple Subdivision is located within one (1) mile of the City of Casper; and,

WHEREAS, it is the desire of the Casper City Council to approve the Can Do Simple Subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving and authorizing the Mayor to sign the plat of the Can Do Simple Subdivision.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2014

APPROVED AS TO FORM:



ATTEST:

V. H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

July 21, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director
Joy Clark, Community Development Technician

SUBJECT: Professional Services Contract with K&K Siding and Exteriors, Inc. for Siding Replacement at 139 Columbine Street, Casper, Wyoming

Recommendation:

That Council, by resolution, approve the Professional Services Contract with K&K Siding and Exteriors, Inc. for siding replacement to be completed at a Windy City Residence at 139 Columbine Street, Casper, Wyoming.

Summary:

The City is continuing its support of rehabilitation of properties for low-income and/or disabled residents. Under Community Development Block Grant (CDBG) regulations, this is considered a public service activity that applies toward the federal requirement of spending at least 70% of CDBG funding on activities directly benefiting low-income individuals.

The actual amount of the Contract is \$31,400, and the work would begin immediately to avoid any further life or safety concerns. Davis Bacon regulations and wage determinations will be adhered to.

The funding for this Contract will come from the CDBG U.S. Department of Housing and Community Development funds in account 12-611000-60000000111000 FY14126112315.

In past years, the program has made a positive impact on many residents' lives through the rehabilitation funds.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 22nd day of July, 2014, 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. K&K Siding and Exteriors, Inc., 1915 S. Oakcrest Ave., Casper, WY 82601 (“Contractor”).

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

RECITALS

- A. The City is undertaking the replacement the siding at one of the Windy City Residential properties, located at 139 Columbine Street, Casper, WY.
- B. The project requires professional services to replace the siding.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. **SCOPE OF SERVICES:**

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

- A. Contractor will provide all permits and fees required to complete the project in accordance with federal, state, and local laws and regulations, including, but not limited to, IBC, OSHA, and City Codes.
- B. Contractor shall oversee and coordinate the scheduling of work for all subcontractors.
- C. Contractor will provide all labor and materials to remove the existing siding parts that will interfere with the new siding being installed over the old siding. Contractor will cover the existing siding on the entire building with insulation and with steel siding

including covering all soffits and fascia. Contractor will wrap all windows, doors and beams.

D. The Contractor warrants and guarantees that the work shall be performed with the degree of skill and judgment which is normally exercised by firms performing services of a similar nature, and that the work shall be performed and shall conform to generally accepted design and construction standards and practices.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of October, 2014.

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 Thirty One Thousand Four Hundred Dollars (\$31,400.00).

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. Contractor shall submit an invoice for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

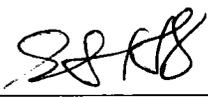
APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

CONTRACTOR
K&K Siding and Exteriors, Inc.

By:  _____

Printed Name: Seth Henley

Title: Owner

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to insure 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:

11.1 Prior to commencement of work, Contractor shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Contractor and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Contractor's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	Must be included in General Liability

11.2 Contractor shall provide City with certificates evidencing such insurance as outlined above **prior** to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation or non-renewal, and except for Workers Compensation and professional liability insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Contractor shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Contractor's obligations hereunder.

11.4 Contractor agrees to indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Contractor.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Contractor shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Contractor shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 14-207

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH K&K SIDING AND EXTERIORS, INC.

WHEREAS, the City, by and through its Community Development Department, Housing and Community Development Division, is undertaking various rehabilitation and demolition projects using U. S. Department of Housing and Urban Development Community Development Block Grant funds for rehabilitation and maintenance activities; and,

WHEREAS, the City desires to engage K&K Siding and Exteriors, Inc. ("Contractor") to render certain professional services and assistance in connection with these rehabilitation, maintenance and demolition projects; and,

WHEREAS, it is agreed and understood that the Contractor is an independent contractor and not an employee of the City; and,

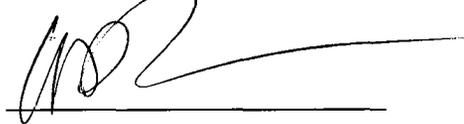
WHEREAS, Contractor warrants that he is ready, willing and able to provide certain professional services in connection with the inspection of rehabilitation and demolition projects for the City as required by this Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a professional services contract with K&K Siding and Exteriors, Inc., under the terms and conditions more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make payment in an amount not to exceed Thirty One Thousand Four Hundred Dollars (\$31,400.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

August 5, 2014

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Change Order No. 1
Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project, No. 12-56

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with Casper Electric, Inc., for an increase of \$18,750 as part of the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project.

Summary:

Casper Electric, Inc., is under contract with the City of Casper for the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project. The project involves the installation of a traffic signal at the intersection of Poplar Street and Midwest Avenue/King Boulevard.

An error was made on the estimated quantity of sidewalk needing to be removed and replaced for the installation, with an additional 125 square yards requiring replacement. This additional quantity results in an increase of \$18,750.

The contract with Casper Electric, Inc., will be \$281,353 with award of this Change Order No. 1. The proposed increase will be paid for with contingency funds that were authorized with the award of the contract. The award of Change Order No. 1 will reduce the contingency amount to \$8,647.

A resolution is prepared for Council's consideration.

CITY OF CASPER
CHANGE ORDER

NO. _____ (1)

PROJECT: POPLAR ST. AND MIDWEST AVE./KING BLVD. TRAFFIC SIGNAL
Project No. 12-56

DATE OF ISSUANCE: _____

OWNER: City of Casper, Wyoming
200 N. David St., Casper, WY 82601

CONTRACTOR: Casper Electric

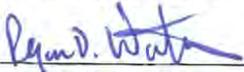
ENGINEER: WWC Engineering

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

Description: Replace the sidewalk as shown in the plans, the replacement quantity is 145 SY instead of the 20 SY shown in the bid schedule.

Attachments: _____

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>262,603.00</u>	Original Contract Time: (days or date) Substantial Completion: <u>8/29/2014</u> Final Completion: <u>9/12/2014</u>
Previous Change Orders No. <u>0</u> to \$ <u>0.00</u>	Net change from previous Change Orders (days): <u>0</u>
Contract Price prior to this Change Order: \$ <u>262,603.00</u>	Contract Time Prior to this Change Order: (date) Substantial Completion: <u>8/29/2014</u> Final completion: <u>9/12/2014</u>
Net Increase/Decrease of this Change Order: \$ <u>18,750.00</u>	Net Increase/Decrease of this Change Order: <u>0</u> days
Contract Price with all approved Change Orders: \$ <u>281,353.00</u>	Contract Time with all approved Change Orders:(date) Substantial completion: <u>8/29/2014</u> Final completion: <u>9/12/2014</u>

ACCEPTED:
BY: 
Contractor

RECOMMENDED:
BY: 
Engineer

APPROVED:
BY: _____
Owner

July 14, 2014

Mr. Andrew Beamer, P.E.
Public Services Director
City of Casper
200 N. David Street
Casper, WY 82601

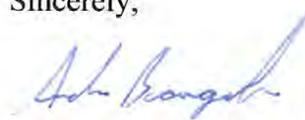
**Re: Poplar St. and Midwest Ave./King Blvd Traffic Signal
Change Order No. 1**

Dear Andrew,

WWC has been inspecting the work of Casper Electric and its subcontractors for the above referenced project. WWC discovered an error in the bid quantities for sidewalk during the sidewalk removal. The project bid schedule included 20 SY of sidewalk to be removed and replaced. However, the actual quantity as shown in the plans is 145 SY of sidewalk. Change Order No. 1 is for the additional ~~17~~ 145 SY of sidewalk that was not included in the project bid schedule.

I recommend the change to the contract as shown on Change Order No. 1. Please review this recommendation and let us know if you agree or not. Feel free to contact us with questions or concerns.

Sincerely,



Andrew Boomgarden, P.E.
Project Manager

RESOLUTION NO. 14-208

A RESOLUTION AUTHORIZING A CHANGE ORDER NO. 1 WITH CASPER ELECTRIC, INC., FOR A PRICE INCREASE AS PART OF THE POPLAR STREET AND MIDWEST AVENUE/KING BOULEVARD TRAFFIC SIGNAL PROJECT.

WHEREAS, Casper Electric, Inc., is performing services under the terms of an agreement with the City of Casper for the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project; and,

WHEREAS, the City of Casper desires to correct the quantity of sidewalk needing replaced as part of the project; and,

WHEREAS, the cost for the additional sidewalk will be paid for with contingency funds authorized with award of the contract; and,

WHEREAS, Casper Electric, Inc., is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute a contract extension to the Agreement with Casper Electric, Inc., for replacing additional sidewalk related to the Poplar Street and Midwest Avenue/King Boulevard Traffic Signal Project, for a contract price increase in the amount of Eighteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$18,750.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of Two Hundred Eighty-One Thousand Three Hundred Fifty-Three and 00/100 Dollars (\$281,353.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

August 5, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director 
Jason Knopp, P.E., Associate Engineer

SUBJECT: Contract for Professional Services
Robertson Road Trail Extension, Project 13-42

Recommendation:

That Council, by resolution, authorize a contract for professional services with WWC Engineering, Inc. (WWC), for design and construction administration services for the Robertson Road Trail Extension, Project No. 13-42, in the amount of \$58,500.

Summary:

The City of Casper is the recipient of Transportation Alternative Program (TAP) funds for constructing a pedestrian pathway alongside Robertson Road. The proposed project is to install a pedestrian pathway alongside Robertson Road starting at the Rocky Mountain substation and extending to the north stopping at the City of Casper growth boundary. The project would incorporate and utilize a new box culvert that is currently being installed as part of the Robertson Road Reconstruction project that is managed by the Wyoming Department of Transportation.

A request for proposals was sent to qualified consultants to furnish engineering design and construction administration services for the project. The City received five (5) proposals from interested consultants. A selection committee consisting of City staff and members of the Platte River Parkway Trust reviewed the proposals and interviewed three of the best qualified consulting firms. The selection committee chose WWC based on their interview and team qualifications. WWC's fee for design and construction administration services was \$58,500.

Design services for the project include preparation of construction plans and specifications, and assistance to the City in advertising for, opening, and evaluating construction bids. Construction services include field staking, field observations, attending construction progress meetings, material testing, record drawings, and review of payment applications. Construction of the improvements is to be completed July 2015.

The estimated cost for this project is \$420,000. TAP funding through WYDOT has been secured in the amount of \$336,000, with the balance of \$84,000 coming from the Platte River Parkway Trust 1%14 allocations.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 5th day of August, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City” or “Owner”).
2. WWC Engineering, Inc., 5810 E. 2nd Street, suite 200, Casper Wyoming, 82609 (“Consultant”).

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

RECITALS

- A. The City is undertaking a pedestrian underpass alongside Robertson Road Boulevard.
- B. The project requires professional services for the Robertson Road Trail Extension, No. 13-42.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

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

A. Design Phase.

1. The Consultant shall meet with City representatives and members of the Platte River Parkway Trust to discuss proposed project configuration and layout.
2. The Consultant shall conduct an environmental field inspection and complete the environmental field report. Obtain support letters from necessary environmental agencies (SHPO, Fish, Wildlife and Parks, etc.).

Platte River Parkway Trust – Robertson Road Pathway Extension Project - 1

Submit the environmental documentation to the City to assist in obtaining the Categorical Exclusion or Finding of No Significant Impact. Consultant may look at utilizing the Categorical Exclusion that was obtained by WYDOT for the Robertson Road Reconstruction Project. First payment will **NOT** be available until the environmental process is completed and approved and a Notice to Proceed has been issued and Authorization for Expenditures is given by WYDOT/FHWA.

3. The Consultant shall conduct field surveys to collect topographic data, existing utilities, to delineate all necessary wetlands as needed to complete the environmental process and any mitigation that may be needed, and surface elevations for the purpose of providing an appropriate alignment and profile through the underpass and general dirt work. This includes incorporating the reconstruction of Robertson Road into the Design.
4. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections of the trail, right-of-way and utility plans, and all details necessary for construction, and other details necessary to insure safe passage for the public. All storm water, surface or collected must be treated before it exits the project site.
5. The Consultant shall prepare final drawings or as-built drawings on a computer-aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2007 release or newer. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as “as-builts” approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD file associated to the project. The project will be designed and presented to the City of Casper utilizing the United States National CAD Standards.
6. The Consultant shall prepare a project cost estimate when preliminary plans are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design or one hundred percent (100%).
8. Consultant shall provide the City Engineering Office four (4) copies of the preliminary construction drawings and project manuals to be reviewed by City Staff at ninety percent (90%).

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Project. This project will be partially funded by federal Transportation Alternative Program (TAP) funds which will require incorporating federal documents in the project Specifications and to obtain and file all TAP required documents throughout the project as necessary to comply with all federal audits.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary.

The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

C. Final Bidding Documents.

1. The Consultant shall provide the City Engineering Office two (2) sets of Bidding Documents prior to public advertisement for bids. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the pathway and necessary details related to this project, and as follows:

- a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultant's registration stamp, date and signature.
 - b. Typical Section of the pathway with dimensions and stationing.
 - c. Right-of-Way & Utility Plan indicating clearance of right-of-way and utilities for the project.
 - d. Wetland Plan delineating all wetlands that may be affected and or mitigated, and any areas that must be avoided.
 - d. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.
 - e. Drainage Details showing size and location of drainage features if necessary.
 - f. Facility/Pathway Amenities details showing location and orientation, necessary for construction including: concrete pathway, box culvert for underpass, wing walls, storm water pump station, landscaping, irrigation, decorative retaining walls, electrical, and lighting installation.
3. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in both AUTOCAD and PDF format and labeled "FINAL DRAWINGS – PRPT – ROBERSTON ROAD TRAIL EXTENSION."

D. Advertising and Bidding Phase.

1. The Consultant shall send the Advertisement for Bids to contractors on the City's Bidder's List.

Consultant shall prepare the Advertisement for Bids in conformance with the City of Casper Standards and furnish to Owner for publication.
2. The Consultant shall send final drawings and project manuals to plan centers located in Casper, Cheyenne, Salt Lake, and Denver. Consultant may provide a single set of plans and specs in pdf format that may be distributed electronically to contractors. Or, Consultant may produce paper copies of plans and specs to be distributed to contractors as necessary.

3. The Consultant shall arrange for and conduct a pre-bid conference approximately ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them to all parties listed on the plan holder sheet.
4. Consultant shall prepare and distribute addenda, if necessary.
5. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
6. The Consultant shall provide a written opinion to the Casper Public Services Department stating their recommendation for awarding the bid.

E. Construction:

1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1990 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.
2. Pre-Construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the Owner. At this conference, the Consultant will deliver not more than four (4) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ), county, and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.

4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
- a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. The RPR and the assistant will be on site for an average of two (2) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.
 - b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in Exhibit "A", "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".
 - c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide Owner with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

- d. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary" including all weather conditions. Construction diary shall contain notes of material conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
- e. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the negative number. The photograph log shall be delivered to the Owner upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.
- f. Consultant shall maintain a correspondence file including, but not limited to, all memoranda, correspondence, and minutes of the progress meetings.

During construction, progress meetings to include Owner's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.

In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to

Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:
 - a. Establish horizontal and vertical control for construction of the pathway along the alignment.
 - b. All staking will be done once, and Contractor(s) shall be responsible for additional staking at their cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. Consultant must notify the City of any such defective work.
7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to Owner.
8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), and submit to the City with recommendations prior to approval.
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
11. Disputes between Owner and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor(s) relating to the acceptability of the Work

thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. Owner reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.

12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to Owner, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or

that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to Owner with written comments.
14. Walk-Through. Consultant shall set up a walk-through meeting and must inform city engineer of time and date before conducting any walk-through to determine if the Work is Substantially Complete along with a final walk-through to determine if the completed work is acceptable. Consultant must recommend, in writing, final payment to Contractor(s) and may give written notice to Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.E.12.b (Construction Phase).
15. Record Drawings. Consultant shall provide the Owner one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11"x 17" record drawings to Owner designated as "as-builts" approved and signed by a licensed Professional Engineer registered in the State of Wyoming. Consultant shall also provide to Owner a complete set record drawings of the Project in a PDF format and AutoCad format compatible with the Owners system, labeled as "Record Drawings – PRPT – Robertson Road Pathway Extension, Project 13-42".
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting Owner in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up. Consultant shall include city engineer staff in said inspections.

17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the Owner for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs I.E.1 through I.E.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before August 30, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the attached Exhibit A, not to exceed a ceiling amount of Fifty Eight Thousand Five Hundred Dollars (\$58,500). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. Consultant shall submit with the invoice a voucher for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

"Intentionally Left Blank"

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

CONSULTANT
WWC Engineering, Inc.
5810 E. 2nd Street, Suite 200
Casper WY 82601

By: 

Printed Name: DARRIN TROMBLE

Title: PROJECT MANAGER

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

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

10. SUB CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Consultant and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation, material change, reduction of coverage, or non-renewal, and except for Workers Compensation insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Consultant shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

11.4 Consultant agrees to forever indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Consultant.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under

Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Consultant shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Consultant shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

RESOLUTION NO. 14-209

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING, INC., FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ROBERTSON ROAD TRAIL EXTENSION.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and construction administration services for the Robertson Road Trail Extension, Project No. 13-42; and,

WHEREAS, WWC Engineering, Inc., is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with WWC Engineering, Inc., for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Fifty-Eight Thousand Five Hundred Dollars (\$58,500).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

August 5, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director 
Liz Becher, Planning and Community Development Director
Jason Knopp, P.E., Associate Engineer

SUBJECT: Contract for Professional Services with WLC
Old Yellowstone District Pedestrian Bridge, Pathway and Pavilion Project 14-34

Recommendation:

That Council, by resolution, authorize a contract for professional services with WLC Engineering, Surveying, Planning (WLC), for the conceptual design and cost estimate for the Old Yellowstone District Pedestrian Bridge, Pathway, and Pavilion, Project No. 14-34, in the amount of \$62,650.

Summary:

The City of Casper desires to retain a consultant to lead a design team to put together a conceptual design and cost estimate for a new pedestrian bridge, pathway, and pavilion that would span the North Platte River located in the vicinity of the Jonah Bank. The pavilion, pedestrian bridge, pathway and landscaping would all be located in the northwest portion of the Old Yellowstone District. The goal of the project is to provide much needed connectivity to the surrounding pathways and businesses, while improving a vacated property and providing a community gathering area.

A request for proposals was sent to qualified consultants to furnish conceptual design and engineering cost estimates for the proposed project. The City received four (4) proposals from interested consultants. A selection committee consisting of City staff and members of the Platte River Parkway Trust reviewed the proposals and interviewed all four consulting firms. The selection committee chose WLC based on their interview and team qualifications. WLC's fee for design and construction administration services was \$62,650.

Design services for the project include kick-off meetings with City staff, BP representatives, Platte River Parkway Trust, river restoration consultants, Old Yellowstone District members and other stakeholders connected to the project. WLC will develop concepts throughout the public participation process that will be narrowed down to a final conceptual design with rendered plan views and elevations and associated engineering costs. Deliverables are to be completed and submitted by November 2014.

Funding for this project will be from 1%14 funds allocated to the Platte River Parkway Trust.

A resolution has been prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this _____ day of _____, 2014, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City" or "Owner").
2. WLC Engineering, Surveying, and Planning (WLC), 200 Pronghorn, Casper Wyoming, 82601 ("Consultant").

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

RECITALS

A. The City is undertaking a conceptual design of a pedestrian bridge, pathway, and pavilion in the Old Yellowstone District, see attached map Exhibit 1.

B. The project requires professional services for the Old Yellowstone District Pedestrian Bridge, Pathway and Pavilion, No. 14-34.

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

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

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

1. SCOPE OF SERVICES:

The Scope of Services shall, as a minimum, include the following:

A. Design Phase.

1. The Consultant shall conduct a kick off meeting with City representatives, members of the Platte River Parkway Trust, and other stakeholders to discuss proposed project configuration and layout.
2. The Consultant shall conduct a fifty percent (50%) to seventy-five percent (75%) review meeting of the design plans to update the City representatives.

3. The Consultant shall conduct a one hundred percent (100%) meeting to present the full design to the City and the Platte River Parkway Trust.
4. The Consultant shall coordinate and conduct a public, open-house type meeting to present the full design to citizens of Casper.
5. The Consultant shall provide pedestrian bridge options as part of the design. Consultants shall look at prefabricated pedestrian bridges, preferably to span the entire river. If a prefabricated bridge cannot span the entire river, Consultant shall specify how many abutments will be needed, provide an estimated cost, and specify the permitting efforts and cost associated to construct such project.
6. Consultant shall provide a conceptual design of a pavilion and community gathering area that will be designed using more landscaping concepts versus hard top concepts. Pavilion should include electricity, lighting, landscaping and restrooms.
7. Consultant shall provide a conceptual design for landscaping along the proposed pathway within the project area, and incorporated with the pavilion, incorporating and including the river. Consultant must ensure that the proposed project matches and blends well with the river restoration project that is currently being designed for the City.
8. The Consultant shall prepare drawings and renderings of the final conceptual design in plan and elevation view, and provide them to the City in a reproducible PDF format.
9. The Consultant shall prepare a project cost estimate breakdown with the final conceptual design, including engineering fees for design, permitting, construction cost, and construction administration fees, and provide the estimate to the City in an Excel spread sheet.
10. Consultant shall provide the City Engineering Office four (4) copies of the final design and estimate along with a CD with all appropriate drawings, figures, tables, and cost estimates in a reproducible pdf format.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before November 3, 2014.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with this agreement, not to exceed a ceiling amount of Sixty-Two Thousand Six Hundred Fifty Dollars (\$62,650). Consultant's hourly rates (attached hereto as Exhibit 2) used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable.

4. METHOD OF PAYMENT:

Payment will be made following receipt of an itemized invoice from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. Consultant shall submit with the invoice a voucher for payment specifying that it has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

(WLC - Conceptual Design Pedestrian Bridge, Pathway, and Pavilion in the Old Yellowstone District)

Walter Tronzo

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

CONSULTANT
WLC Engineering, Surveying, and Planning
200 Pronghorn
Casper WY 82601

By: Bradley Holwegner

Printed Name: Bradley Holwegner

Title: Project Manager

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

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

10. SUB CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

11.1 Prior to commencement of work, Consultant shall procure and at all times maintain with insurer acceptable to the City the following minimum insurance protecting the Consultant and City against liability from damages because of injuries, including death, suffered by persons, including employees of the City, and liability from damages to property arising from and growing out of the Consultant's negligent operations in connection with the performance of this Contract.

	<u>LIMITS</u>
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$500,000 combined single unit
C. Professional Liability/Errors & Omissions	\$500,000

11.2 Consultant shall provide City with certificates evidencing such insurance as outlined above prior to beginning any work under this Contract. Such certificates shall provide thirty (30) days advance written notice to City of cancellation, material change, reduction of coverage, or non-renewal, and except for Workers Compensation insurance, shall list the City as an additional insured.

11.3 In addition, upon request by the City, Consultant shall provide City with copies of insurance policies and/or policy endorsements listing the City as an additional insured. City's failure to request or review such insurance certificates or policies shall not affect City's rights or Consultant's obligations hereunder.

11.4 Consultant agrees to forever indemnify the City, its employees, officers, council members, officials, agents, and members of its boards or commissions, and hold them harmless from all liability for damage to property, or injury to or death to persons, including all costs, expenses, and attorney's fees incurred related thereto, arising from the negligence of the Consultant.

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under

Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the term of this Contract, or any subsequent terms, then such insurance as outlined above from Consultant shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the City having the option to immediately terminate this Contract.

11.6 The Consultant shall procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

July 21, 2014

Mr. Jason Knopp, PE
City of Casper
200 N. David Street
Casper, WY 82601

RE: FEE PROPOSAL, Request for Proposals for Engineering Consultants for the City of Casper – OYD Pedestrian Bridge, Pavilion and Pathway

Mr. Knopp:

This price proposal is based upon the scope of work stated in the Request for Proposals for Engineering Consultant Services for the City of Casper – OYD Pedestrian Bridge, Pavilion and Pathway Project, the specific scope stated in our proposal, as well as our proposed schedule. The fee for this project is derived from the attached 2014 Fee Schedule.

Our fee for providing the stated scope of services is as follows.

Total Services Fee: \$62,650.00

This fee is a not-to-exceed value. We will submit an invoice, payment voucher, and Invoice Cover Sheet monthly based upon the actual time and materials expended.

In the event that the City of Casper significantly modifies the scope of work and/or exceeds the anticipated time for completion, we will request an adjustment to our agreement. This proposal is based upon the assumption that the schedule provided be extended approximately three to four weeks to account for the delayed notice to proceed.

We look forward to working with the City of Casper on this project. Please feel free to contact us with any questions.

Respectfully,
WLC Engineering, Surveying, and Planning

Brad Holwegner, PE
Project Manager

Encl.

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

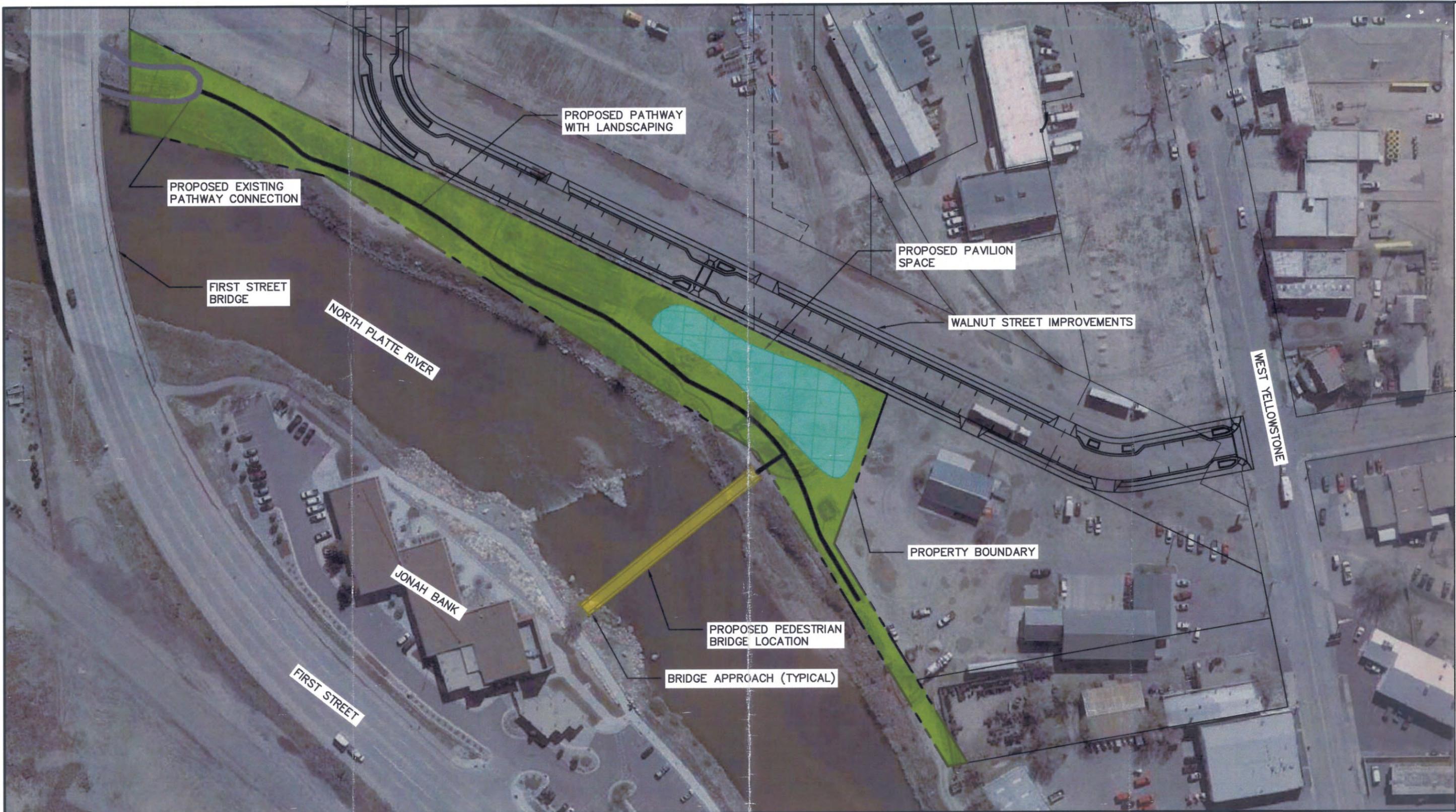


Exhibit 1

EXHIBIT 2

2014 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: September 1, 2013

MATERIAL TESTING RATES

Reimbursable	Fee per Unit	Reimbursable	Fee per Unit
* Standard Proctor Density Curve – A, B, C, D	*\$50.00 per test	* Resistance to Plastic Flow, Plant Mix	*\$242.00 per set of 3
* Modified Proctor Density Curve – A, B, C, D	*\$60.00 per test	* Resistance to Plastic Flow, Lab Mix	*\$335.50 per set of 3
* 1 Check Point Proctor – Method—A, B, C, D	\$15.00 per test	* Theoretical Maximum Specific Gravity Rice Test; Plant Mix	*\$88.00 per set of 3
* Nuclear Moisture Density (hour)	*\$19.25 per hour	* Theoretical Maximum Specific Gravity Rice Test; Lab Mix	*\$176.00 per test
* Nuclear Moisture Density (day)	*\$121.00 per day		
	See Labor Charges		
* Field Density Test – Sandcone			
Relative Density (Minimum/Maximum)	\$363.00 each	* Bulk Specific Gravity of Compacted Bituminous Mixtures	*\$49.50 per test
Specific Gravity (Soil)	\$49.50 each	* Bulk Specific Gravity of Compacted Using Wax	See Labor Charges
		Extraction of Bituminous Mix (Chemical)	\$220.00 per test
Moisture Test	\$19.25 per test	Extraction of Bituminous Mix (Oven)	\$143.00 per test
Atterberg Limit Test	\$82.50 per test	Immersion Compression Test Plant Mix	\$605.00 per set of 3
Sieve Analysis 1.5 -- #4 Sieve (6 or less)	\$49.50 per test	Immersion Compression Test Lab Mix	\$786.50 per set of 3
Sieve Analysis #4 – 200 Sieve Incl. Wash (6 or less)	\$77.00 per test	Computation of % Air Voids, Voids in the Mineral Aggregate	Quote
#200 Wash	\$38.50 per test	Ignition Oven Calibration	\$275.00 per mix change
Additional Sieves	\$38.50 per sieve		
Hydrometer	\$165.00 each		
* California Bearing Ratio Test (1 Point)	*\$181.50 per test		\$1.00 per test & See Labor Charges
* California Bearing Ratio Test (3 Points)	*\$484.00 per test	* Mix Design – Asphalt	\$1.00 per test & See Labor Charges
Unconfined Compression Test	\$143.00 each	* Mix Design – Verification, Asphalt	Charges
* Hand Penetrometer Test	*\$12.00 each	* Field Lab	Cost + 10%
Consolidation/Swell Test	\$209.00 per test	* Large Shaker on Site	\$220.00 per day
Permeability Test	\$209.00 per test	* Small Shaker on Site	\$165.00 per day
		* Sample Bags	*\$0.75 each
* Organic Vapor Monitor (hour)	*\$19.25 per hour		
* Organic Vapor Monitor (day)	*\$121.00 per day	* Specific Gravity & Absorption (Coarse)	See Labor Charges
* Water Level Indicator (day)	*\$30.75 per day	* Specific Gravity & Absorption (Fine)	See Labor Charges
* Environmental Sampling Pump (hour)	*\$22.00 per hour	* % Crushed Particles (Fractured Faces)	\$1.00 per test & See Labor Charges
* Environmental Sampling Pump (day)	*\$121.00 per day	* Flat & Elongated Particles	Charges
* Bailers	*\$12.00 each	* Aggregate Soundness (LA Abrasion)	\$181.50 each
* Asphalt Core Standard 4" Diameter up to 6" depth	*\$38.50 per core	* Sodium/Magnesium Sulfate (SAS) Test	\$423.50 each
* Concrete Core Standard 4" Diameter up to 6" depth	*\$55.00 per core	* SAS Test – Additional Sieves	\$93.50 each
* Asphalt Core – Other Sizes Available	*Quote	Fine Aggregate Angularity	\$209.00 each
* Concrete Core – Other Sizes Available	*Quote	* Unit Weight & Voids in Aggregate	*\$49.50 each
* Compressive Strength of Concrete Cores	*\$41.25 each		
* Cylinder Molds	*\$2.75 per mold	* Rock Correction	See Labor Charges
* Cylinder Breaks – Concrete, Mortar, Grout	*\$19.25 each	Sand Equivalent (set of 3)	\$330.00 per set
* Concrete, Mortar, Grout Cubes 2 x 2	*\$27.50 per cube	* Flow Meter Trailer	*\$275.00 per Test
* Epoxy Cubes or 3" x 6" Cylinders	*\$38.50 each		
	\$1.00 per test & See Labor Charges	Materials Testing (internal, external or not listed)	Cost + 15%
* Mix Design – Concrete	See Labor Charges		
* Air, Slump Tests, and Unit Weight	See Labor Charges		
* Sample Preparation, Field Sampling And Transportation	See Labor Charges	Soil Resistivity	\$132.00 each

1. Tests are done to applicable ASTM and/or AASHTO and/or ACI standards.
2. *Labor charges additional to stated rate.

RESOLUTION NO. 14-210

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING, SURVEYING, AND PLANNING, FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE OLD YELLOWSTONE PEDESTRIAN BRIDGE, PATHWAY AND PAVILION.

WHEREAS, the City of Casper desires to secure an engineering firm to provide a conceptual design and cost estimate for the Old Yellowstone Pedestrian Bridge, Pathway, and Pavilion, Project No. 14-34; and,

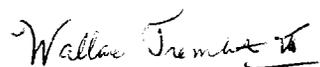
WHEREAS, WLC Engineering, Surveying, and Planning (WLC) is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with WLC for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Sixty-Two Thousand Six Hundred Fifty Dollars (\$62,650).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V. H. McDonald
City Clerk

Paul L. Meyer
Mayor

July 22, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
David W. Hill, P.E, Public Utilities Manager

SUBJECT: Contract For Outside-City Water and Sewer Service with Granite Peak Development, LLC, Casper Crude to Rail Holdings, LLC, and CTran, LLC for the Casper Logistics Hub

Recommendation:

That Council, by resolution, authorize a contract for outside-City water and sewer service with Granite Peak Development, LLC, P.O. Box 51568, Casper, WY 82605; Casper Crude to Rail Holdings, LLC, P.O. Box 51568, Casper, WY 82605; and CTran, LLC, P.O. Box 51568, Casper, WY 82605.

Summary:

This contract provides for retail outside-City water and sewer service for un-platted properties commonly known as the Casper Logistics Hub as described in Exhibits "A", "B", and "C" in the contract documents. These properties lie east and north of the Casper-Natrona County International Airport. These properties will be used for major industrial businesses including the Casper Crude to Rail, LLC and CTran, LLC developments.

Water service would be provided by the extension of a sixteen-inch water main connected to an existing Regional Water System transmission main on the east side of the Airport. Sewer service would be provided by the extension of a pressure sewer main which would connect to the existing City owned Airport Sewage Lift Station northeast of the Airport.

Following acceptance of the construction, the City will own, operate, and maintain the water and sewer systems. The City currently provides retail outside-city water and/or sewer service to other customers in the area.

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

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

A resolution is prepared for the Council's consideration.

CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this _____ day of _____, 20____ by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City"; Granite Peak Development, LLC, P.O. Box 51568, Casper, Wyoming 82605, Casper Crude to Rail Holdings, LLC, P.O. Box 51568, Casper, Wyoming, 82605, and CTran, LLC, P.O. Box 51568, Casper, Wyoming, 82605, each hereinafter individually referred to as "Owner," and collectively referred to as the "Owners".

WITNESSETH:

WHEREAS, Owners are the owners of certain parcels of land as described in Exhibits "A," "B," and "C," being a portion of E1/2 E1/2 SW1/4 of Section 4, NE1/4 NE1/4 NW1/4 SE1/4 of Section 9, NW1/4 NE1/4 SW1/4 of Section 15, E1/2 NE1/4 NE1/4 SE1/4 of Section 16, NE1/4 NE1/4 of Section 21, and N1/2 NW1/4 NW1/4 NE1/4 SW1/4 NW1/4 SW1/4 of Section 22, Township 34 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, hereinafter referred to as the "Service Area", which is not within the corporate limits of the City of Casper; and,

WHEREAS, Casper Crude to Rail Holdings, LLC is the owner of Parcel #1 as described on Exhibits "A," "B," and "C"; and,

WHEREAS, CTran, LLC is the owner of Parcel #2 as described on Exhibits "A," "B," and "C"; and,

WHEREAS, Granite Peak Properties, LLC is the owner of Parcel's #3, 4, 5, 6, and 7 as described on Exhibits "A," "B," and "C"; and,

WHEREAS, the Owners desire retail outside-city water and sewer service from the City for the Service Area; and,

WHEREAS, water service is available for the Service Area by the extension of a sixteen-inch (16") water transmission main from Regional Water System transmission lines on the east side of the Casper-Natrona County International Airport; and,

WHEREAS, retail sewer service is available by the extension of a three-inch (3") pressure sewer main from the City of Casper Airport Sewage Lift Station located northeast of the Casper-Natrona County International Airport; and

WHEREAS, Owner and City have agreed to such outside-city water and sewer service under the terms and conditions as hereinafter stated.

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

1. The properties served shall be limited to those described in Exhibits “A”, “B”, and “C”. No other properties shall be served without the express written permission of the City Council of the City of Casper.
2. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure beyond the control of the City, water service may not be available. The City of Casper, Wyoming, does not waive any immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. as amended.
3. The water lines and sewer lines shall be constructed in an orderly sequence, as the Service Area is developed and built out and upon. Streets shall not be paved until all water and sewer lines including water and sewer service lines are in place and the ditches thereof properly backfilled and compacted, in accordance with the City’s requirements. Additional water and sewer mains may be constructed by the Owner
4. All water and sewer system improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the water and sewer improvements have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
5. The installation of the water and sewer system improvements are being constructed pursuant to a separate Development and Contingency Agreement (the “Development Agreement”) which was effective on March 6, 2013 between Casper Crude to Rail, LLC, the Casper Area Economic Development Alliance, Inc., Granite Peak Development LP., Natrona County, Wyoming, and the City of Casper, Wyoming through an Addendum thereto dated May 13, 2013. This Development Agreement provides that the water and sewer improvements will be owned and operated by either the City or the Central Wyoming Regional Water System. It is anticipated that the City will ultimately own and operate this system, and pursuant to the Addendum, dated May 13, 2013, the parties agreed to execute a separate agreement to transfer the ownership of the water and sewer system to the City. For the City to take ownership of the water and sewer system, it must be constructed in compliance with the applicable provisions of the Casper Municipal Code.

In order to facilitate the construction of the water and sewer system, the Owners hereby agrees to maintain, repair, and replace, if necessary, all water and sewer system improvements that benefit their respective parcels of real property in the Service Area for a period of eighteen (18) months from the date stated in a Letter of Completion issued by the City under the Casper Municipal Code. This obligation includes maintenance, repair, or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept, in writing, the construction thereof, contingent upon all of the parties to the above described Development Agreement executing a separate agreement along with a consent thereto from the Central Wyoming Regional Water

System transferring the ownership of the sewer and water system to the City. Thereafter, the City shall own, operate, and maintain said water and sewer system. In the event the Owners benefited by said improvements fail to maintain, repair, or replace said improvements during the warranty period, City may, at its option, maintain, repair, or replace the same and the Owners benefited by said improvements shall be jointly and severally liable for any cost incurred by the City. Maintenance, repair, or replacement by the City of the water system does not relieve said Owners from their obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

6. The Owners each agree to participate in a proportionate share of the cost of future public infrastructure improvements which may include street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements necessary to meet then-current Casper Municipal Code zoning classification requirements that would apply to their respective parcels of real property in the Service Area as described in Exhibits "A", "B", and "C" upon annexation, and at the request of the City.

Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.

The Owners agree to and hereby waive any statutory right to protest the commitment to participate in a proportionate share of the cost of future street, sidewalk, street lighting, or other needed municipal infrastructure improvements necessary to meet then-current Casper Municipal Code subdivision design standards that would apply to the zoning classification for their respective parcels of real property in the Service Area. The Owners further agree to and hereby waive any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or other district established for the purpose of street, sidewalk, street lighting, or other needed municipal infrastructure improvements which would encompass their respective parcels of real property in the Service Area.

This commitment to participate in future street, sidewalk, street lighting, or other municipal improvement design and construction in the Service Area as described in Exhibits "A", "B", and "C" shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

7. Security Requirements:

Owners shall comply with all Casper Municipal Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to, the financial surety and security for the water and sewer system construction and the warranty period.

8. The Owners hereby agrees to annex without protest, upon request by the City of Casper, at any time in the future, their respective parcels of real property in the Service Area as described in Exhibits "A", "B", and "C" to the City of Casper, Wyoming. This annexation requirement shall be binding upon the Owners and their respective mortgagee(s), heirs, successors, and assigns forever, and shall be included in every sale, conveyance or mortgage involving the above-described Service Area as described in Exhibits "A", "B", and "C", including individual parcels and future platted or un-platted parcels thereof, and shall run with and bind said real property forever.
9. The Owners shall construct the necessary water lines up to and through their respective parcels of the real property in the Service Area at their sole cost and expense pursuant to the requirements of the Casper Municipal Code and the State Department of Environmental Quality Water Quality Division (hereinafter referred to as "DEQ") Rules and Regulations. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City and DEQ. Water sizes shall be as determined by the City.
10. The Owners shall construct the necessary sewer lines and pressure sewer main to and through their respective parcels of the real property in the Service Area at their sole cost and expense pursuant to the requirements of the Casper Municipal Code and the DEQ Rules & Regulations. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City and DEQ.

The pressure sewer main to be owned, operated, and maintained by the City shall not include the individual sewer service lines and pumps located on the Owners' respective parcels of real property in the Service Area, and shall be the responsibility of each respective Owner to own, operate, and maintain. The individual lot pumps shall be grinder pumps.
11. All necessary water and sewer line easements or rights-of-way, on Subdivision plat or in forms acceptable to the City, up to and through the Service Area, shall be obtained by the Owners, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water and sewer lines, fire hydrants, manholes, and other appurtenances. Minimum twenty foot (20') wide easement widths shall be provided.
12. The Owners, at their own cost, shall install water and sewer service lines and fire sprinkler lines, in accordance with City specifications and DEQ Rules & Regulations, to their respective property lines, so as to serve each lot, area, or building site on their respective parcels of real property in the Service Area. .
13. The City shall have the right to inspect all water and sewer system construction. All water and sewer system construction must meet City requirements. Before connection of water and sewer service to any building, all water and sewer system work must be accepted and approved by the City.

14. Curb boxes shall be left at the property line of each of the Owners' parcels of real property, and each Owner shall protect, during the subsequent course of developing the Service Area, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owners shall fail or refuse to promptly repair or replace such boxes, as required, the City may do so and charge the Owner of the respective parcel(s) of real property in the Service Area benefited thereby for said cost. The Owners shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Service Area.
15. The Owners shall protect sewer line manhole covers and rings and pressure sewer manhole cleanout covers and rings from damage in the course of constructing the lines, and shall be solely responsible for repair or replacement to the City's satisfaction.
16. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing or future buildings to the water and sewer systems, the then-existing outside-city water and sewer system investment charges (connection charges), and water meter charge shall be paid to the City. The Owners shall also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
17. The Owners agree to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations, including all provisions of the Federal Pretreatment Regulations (40 CFR, Part 403) and all City ordinances relating to industrial pretreatment.
18. The charge for retail water and sewer service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water and sewer service.
19. Owners shall make the necessary provisions so that each building on their respective parcels of real property in the Service Area to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi and that the Owners shall encourage all residents thereof to adhere to the following water saving device recommendations; toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.
20. Owners shall be allotted up to a total of twenty-five (25) new water and sewer service connections for the entire Service Area.
21. Record Drawings:
 - a. Owners shall submit "as-built" record documents for the water and sewer systems to the City prior to the issuance of any certificate of occupancy for their respective

parcels of real property in the Service Area. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name and date.

- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

22. Remedies

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

- a. Request Natrona County to refuse to issue any building permits or certificates of occupancy to any person, including the Offending Owner, or its heirs, successors, assigns and grantees for the offending Owner's respective parcel of real property in the Service Area.
- b. After written notice to the Offending Owner of any public improvements which have not been completed or properly completed, and upon said Owner's failure to cure the same within a reasonable period of time, the City may complete any and all of the water and sewer system improvements required by this Agreement by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contracts with a third party to do so, the offending Owner agrees to pay, and shall be liable for any and all costs resulting therefrom upon demand by the City.
- c. Refuse to connect or to otherwise disconnect water services to any building in the that portion of the Service Area owned by the Offending Owner, its heirs, successors, assigns, or grantees.

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

- 23. The Owners, and each of them, shall be allowed eight (8) years from the date of the execution of this Agreement to complete the water and sewer system construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall become null and void.

24. General Provisions

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of, and bind all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owners, either individually or jointly with any other Owner, shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Granite Peak Development, LLC P.O. Box 51568 Casper, WY 82605	City of Casper Attn: Public Services Director 200 North David Casper, WY 82601
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Casper Crude to Rail Holdings, LLC P.O. Box 51568 Casper, WY 82605	CTran, LLC P.O. Box 51568 Casper, Wyoming, 82605
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j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.

l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owners further state that they are authorized to transact business in the State of Wyoming, are properly registered and not delinquent with the Secretary of State.

n. Term: At the time any of the Owners file for a permit to construct, on their respective parcels of real property in the Service Area, the then applicable Casper

Municipal Code provisions and DEQ Rules & Regulations shall apply for the life of the permit or under an extension that is approved by the City Public Services Director. If any of the Owners fail to file for a permit to construct at the time of platting, all applicable provisions of the Municipal Code and DEQ Rules & Regulations that have changed since the execution of this Agreement shall be required of the Owners at the time of permit application. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owners during the term of this Agreement, regardless of the validity of the permit to construct.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

V.H. McDonald
City Clerk

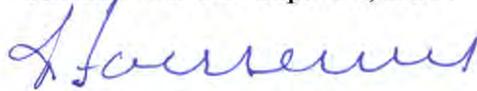
Paul L. Meyer
Mayor

ATTEST:



OWNER:

Granite Peak Development, LLC:



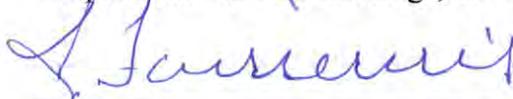
Richard Fairservis, Managing Member

ATTEST:



OWNER:

Casper Crude to Rail Holdings, LLC:



Richard Fairservis, Managing Member

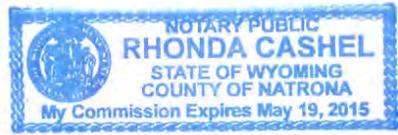
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 21st day of July, 2014 by Richard Fairservis, as the Managing Member of Granite Peak Development, LLC, CTran, LLC, and Casper Crude to Rail Holdings, LLC.

Rhonda Cashel
NOTARY PUBLIC

(Seal)

My commission expires: 5/19/2015



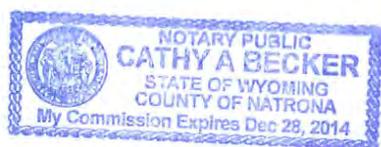
STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this 21st day of July, 2014, by Kermit S. Wille as the Senior Vice President of First Interstate Bank, the Mortgagee.

Cathy A Becker
NOTARY PUBLIC

(Seal)

My commission expires: 12/28/14





**EXHIBIT A
CASPER CRUDE TO RAIL, LLC**

Parcel #1:

A parcel of land situate within the E $\frac{1}{2}$ of Section 4 and the NE $\frac{1}{4}$ of Section 9, T.34N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the east $\frac{1}{4}$ corner of said Section 4 monumented by a brass cap and being the Point of Beginning of this description;

Thence S01°25'12"E, along the east line of said Section 4, a distance of 2634.07 feet to the southeast corner of said Section 4, monumented by a brass cap;

Thence S01°07'54"E, along the east line of said Section 9, a distance of 2277.43 feet to a point located on the northeasterly right-of-way line of the main line of the Burlington Northern Railroad being the southern most corner of the parcel;

Thence N22°14'16"W, along the northeasterly right-of-way line of the main line of the Burlington Northern Railroad, a distance of 7380.95 feet to a point located on the west line of the NE $\frac{1}{4}$ of said Section 4;

Thence N01°31'36"W, along the west line of the NE $\frac{1}{4}$ of said Section 4, a distance of 644.24 feet to the northwest corner of the parcel, located on the north line of said Section 4;

Thence N89°13'45"E, along the north line of said Section 4, a distance of 2636.52 feet to the northeast corner of said NE $\frac{1}{4}$ of said Section 4, being the northeast corner of the parcel;

Thence S01°24'29"E, along the east line of the NE $\frac{1}{4}$ of said Section 4, a distance of 2601.98 feet to the Point of Beginning.

The above described Parcel #1 contains 247.31 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

Parcel #2:

A parcel of land situate within the SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of Section 4, the NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of Section 9, T.34N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the center $\frac{1}{4}$ corner of said Section 4 monumented by a brass cap and being the Point of Beginning of this description;

Thence N01°31'36"W, along the west line of the NE $\frac{1}{4}$ of said Section 4, a distance of 1399.17 feet to a point located on the southwesterly right-of-way line of the Burlington Northern Railroad, being the most northerly corner of the parcel being described;

Thence S22°14'16"E, along the southwesterly right-of-way line of the Burlington Northern Railroad, a distance of 7213.88 feet to the southeast corner of the parcel, located on the northerly line of the Natrona County International Airport Clear Zone.

Thence S43°17'19"W, along the southerly line of the parcel and the northerly line of the Natrona County International Airport Clear Zone, a distance of 2388.19 feet to the southwesterly corner of the parcel located on the northeasterly right-of-way line of Six Mile Road;

Thence N13°55'58"W, along the northeasterly right-of-way line of Six Mile Road, a distance of 7217.74 feet to the northwest corner of the parcel, located on the north line of the NE¼SW¼ of said Section 4;

Thence N89°01'20"E, along the north line of the NE¼SW¼ of said Section 4, a distance of 682.74 feet to the Point of Beginning.

The above described Parcel #2 contains 249.05 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

Parcel #3:

A parcel of land situate within the NE¼SW¼ and the SE¼SW¼ of Section 4, the NE¼, NE¼NW¼, and the SE¼ of Section 9, T.34N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the C-W1/16 corner of said Section 4 monumented by a brass cap;

Thence N89°01'20"E, along the north line of the NE¼SW¼ of said Section 4, a distance of 489.06 feet to the northwest corner of the parcel being described and being the Point of Beginning;

Thence N89°01'20"E, along the north line of the NE¼SW¼ of said Section 4, a distance of 62.61 feet to the northeast corner of the parcel being described, located on the southwesterly right-of-way line of Six Mile Road;

Thence S13°55'58"E, along the southwesterly right-of-way line of Six Mile Road, a distance of 7287.66 feet to the southeasterly corner of the parcel being described;

Thence S43°17'19"W, a distance of 72.00 feet to the southwesterly corner of the parcel being described;

Thence N13°56'12"W, a distance of 7340.67 feet to the Point of Beginning.

The above described Parcel #3 contains 10.20 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

Parcel #4:

A parcel of land situate within the SW¼SW¼ of Section 15, the NW¼ and the NE¼SW¼ of Section 15, the NE¼, and the SE¼ of Section 16, T.34N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the E1/16 corner common to Sections 9 and 16, monumented by a brass cap;

Thence S07°50'59"E, a distance of 2062.78 feet to the northwest corner of the parcel being described located on the southerly line of the Natrona County International Airport Clear Zone and the northeasterly right-of-way line of Six Mile Road, monumented by a brass cap and being the Point of Beginning of the parcel being described;



Thence N43°18'34"E, a distance of 2859.34 feet to the northeast corner of the parcel being described located on the southwesterly right-of-way line of the main line of the Burlington Northern Railroad;

Thence S22°14'16"E, along the southwesterly right-of-way line of the main line of the Burlington Northern Railroad, a distance of 3453.14 feet to the southeast corner of the parcel being described;

Thence S88°17'42"W, a distance of 801.62 feet to a point located on the west line of the NE¼SW¼ of said Section 15;

Thence N01°43'52"W, along the west line of the NE¼SW¼ of said Section 15, a distance of 538.32 feet to the northwest corner of said NE¼SW¼;

Thence N89°56'32"W, along the south line of the SW¼NW¼ of said Section 15, a distance of 1333.56 feet to the southwest corner of said SW¼NW¼;

Thence S01°54'24"E, along the east line of the NE¼SE¼ of said Section 16, a distance of 580.05 feet to a point;

Thence S88°17'39"W, a distance of 837.87 feet to the southwest corner of the parcel being described, located on the northeasterly right-of-way line of Six Mile Road;

Thence N13°55'58"W, along the northeasterly right-of-way line of Six Mile Road, a distance of 1241.30 feet to the Point of Beginning.

The above described Parcel #4 contains 127.44 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

Parcel #5:

A parcel of land situate within the SE¼NE¼ of Section 16, T.34N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the E1/16 corner common to Sections 9 and 16, monumented by a brass cap;

Thence S05°50'16"E, a distance of 2120.46 feet to the northeast corner of the parcel being described located on the southerly line of the Natrona County International Airport Clear Zone and the southwesterly right-of-way line of Six Mile Road and being the Point of Beginning of the parcel being described;

Thence S13°55'58"E, along the southwesterly right-of-way line of Six Mile Road, a distance of 546.02 feet to the southeast corner of the parcel being described located on the south line of the SE¼NE¼ of said Section 16;

Thence N89°46'30"W, along the south line of the SE¼NE¼ of said Section 16, a distance of 62.63 feet to the southwest corner of the parcel being described;

Thence N13°57'38"W, a distance of 494.01 feet to the northwest corner of the parcel being described located on the southerly line of the Natrona County International Airport Clear Zone;

Thence N45°00'53"E, along the southerly line of the Natrona County International Airport Clear Zone, a distance of 71.16 feet to the Point of Beginning.

The above described Parcel #5 contains 0.73 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.



Parcel #6:

A parcel of land situate within the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 21, the N $\frac{1}{2}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T.34N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the N1/16 corner common to said Sections 21 and 22, monumented by a brass cap and being the Point of Beginning of the parcel being described;

Thence S89°16'45"W, along the south line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 21, a distance of 91.83 feet to the southwest corner of the parcel being described located on the northwesterly right-of-way line of Six Mile Road;

Thence N13°55'58"W, along the northwesterly right-of-way line of Six Mile Road, a distance of 905.20 feet to the northwest corner of the parcel being described located on the south line of the Natrona County International Airport Clear Zone and monumented by a brass cap;

Thence N88°49'36"E, a distance of 3376.68 feet to the northeast corner of the parcel, located on the southwesterly right-of-way line of the main line of the Burlington Northern Railroad;

Thence S22°14'16"E, along the southwesterly right-of-way line of the main line of the Burlington Northern Railroad, a distance of 1035.65 feet to the southeast corner of the parcel being described, located on the south line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 22;

Thence N89°48'01"W, along the south line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the N $\frac{1}{2}$ NW $\frac{1}{4}$ of said Section 22, a distance of 3458.17 feet to the Point of Beginning.

The above described Parcel #6 contains 73.17 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

Parcel #7:

A parcel of land situate within the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, T.34N., R.80W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the N1/16 corner common to said Sections 21 and 22, monumented by a brass cap and being the Point of Beginning of the parcel being described;

Thence S00°48'47"E, along the west line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, a distance of 129.54 feet to the most northerly corner of the parcel being the Point of Beginning;

Thence S13°58'49"E, a distance of 2553.51 feet to the southeast corner of the parcel;

Thence S76°01'11"W, a distance of 62.17 feet to the northeasterly right-of-way line of Six Mile Road;

Thence in a northwest direction along the northeasterly right-of-way line of Six Mile Road and a curve to the left having a radius of 1160.00 feet, through a central angle of 00°33'47", an arc distance of 11.40 feet, having a chord bearing of N13°39'05"W, a distance of 11.40 feet to the end of curve;

Thence N13°55'58"W, along the northeasterly right-of-way line of Six Mile Road, a distance of 2284.73 feet to a point located on the west line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$;



Thence N00°48'47"W, along the west line of said SW¼NW¼, a distance of 264.33 feet to the Point of Beginning.

The above described Parcel #7 contains 3.40 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

The total acreage for Parcels #1 through #7 is 711.30 acres.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision between April, 2008 and May, 2010, and also from previously recorded deeds as referenced on Exhibit B, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

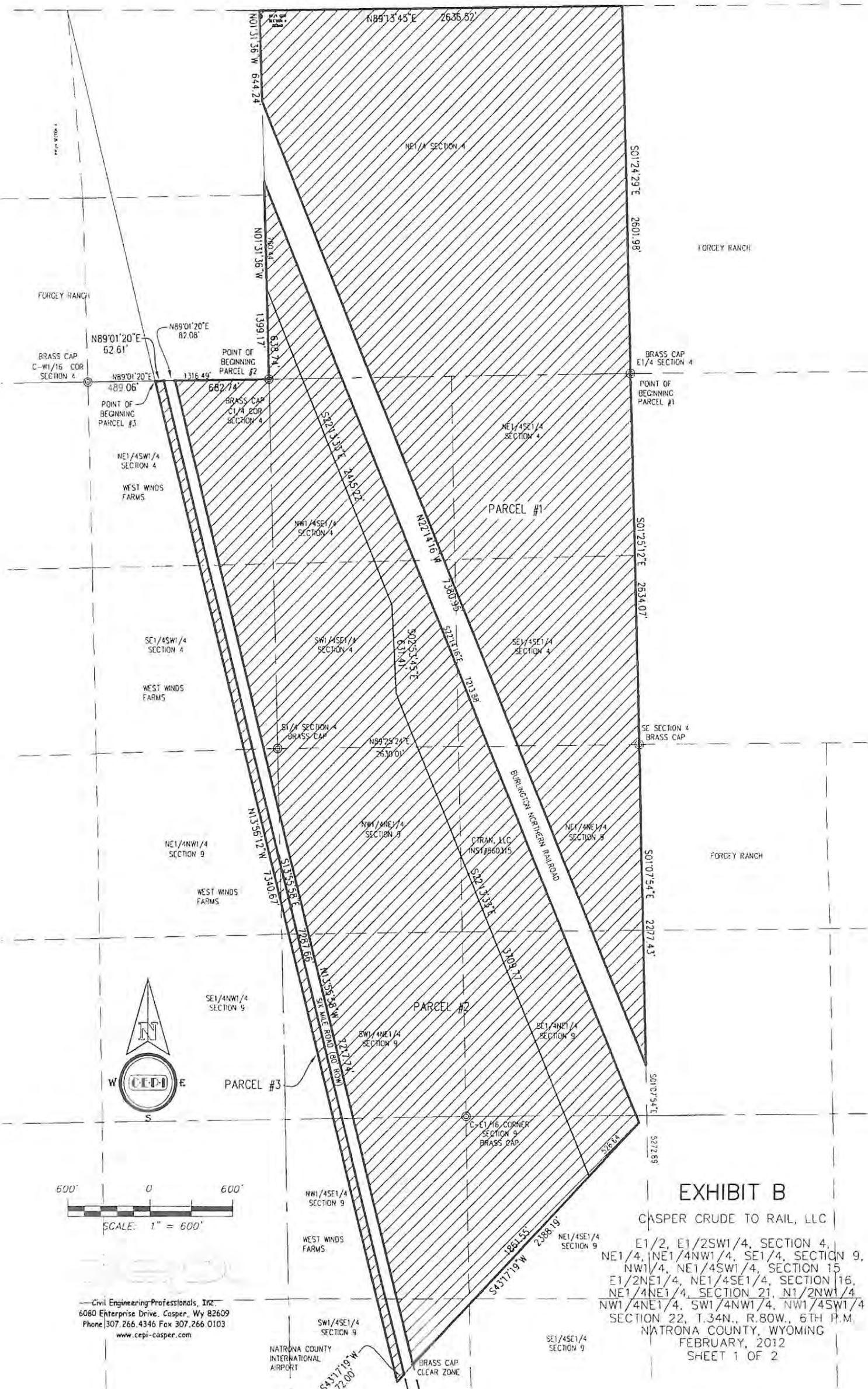


EXHIBIT B

CASPER CRUDE TO RAIL, LLC

E1/2, E1/2SW1/4, SECTION 4,
 NE1/4, NE1/4NW1/4, SE1/4, SECTION 9,
 NW1/4, NE1/4SW1/4, SECTION 15
 E1/2NE1/4, NE1/4SE1/4, SECTION 16,
 NE1/4NE1/4, SECTION 21, N1/2NW1/4,
 NW1/4NE1/4, SW1/4NW1/4, NW1/4SW1/4
 SECTION 22, T.34N., R.80W., 6TH P.M.
 NATRONA COUNTY, WYOMING
 FEBRUARY, 2012
 SHEET 1 OF 2

Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

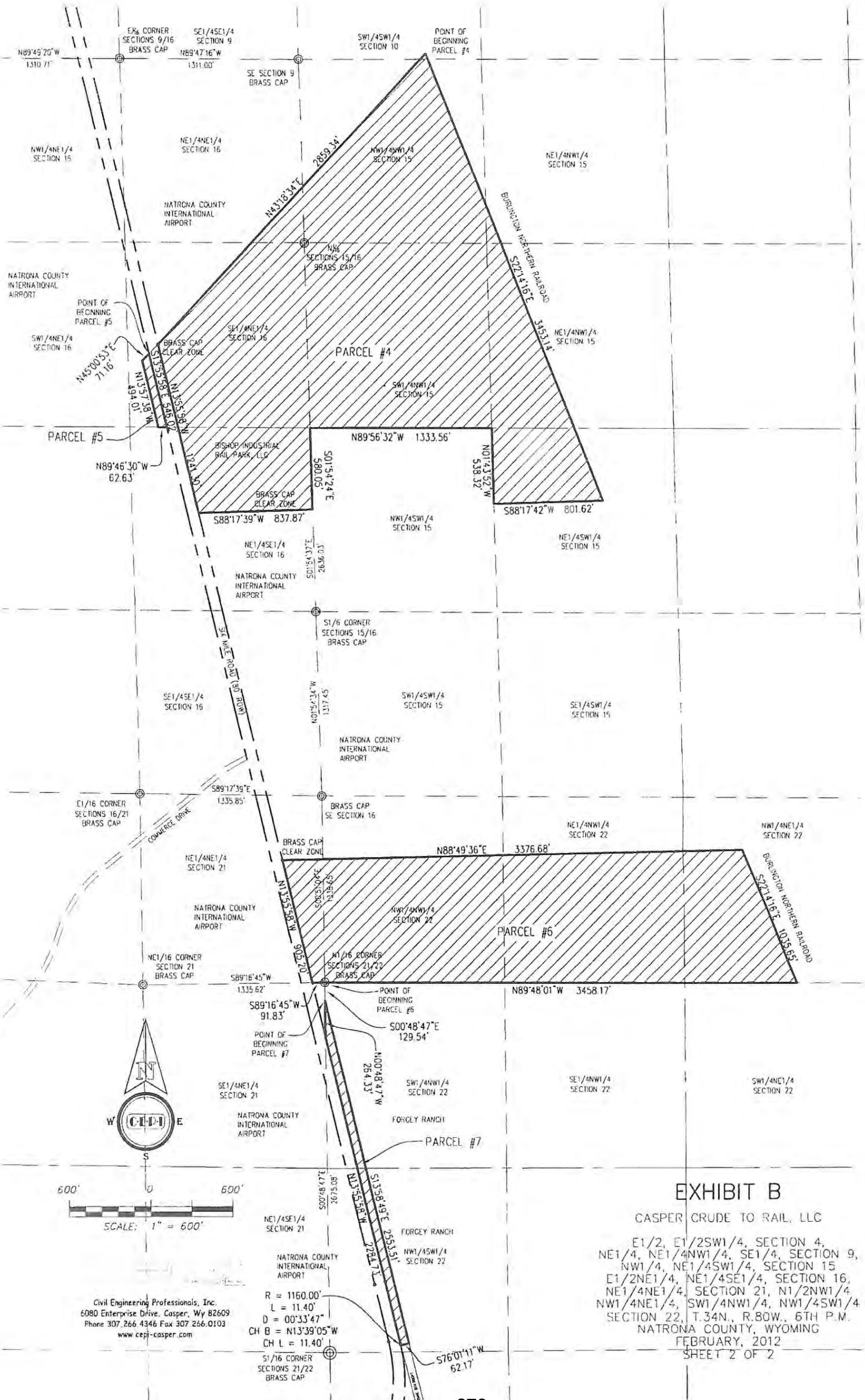


EXHIBIT B

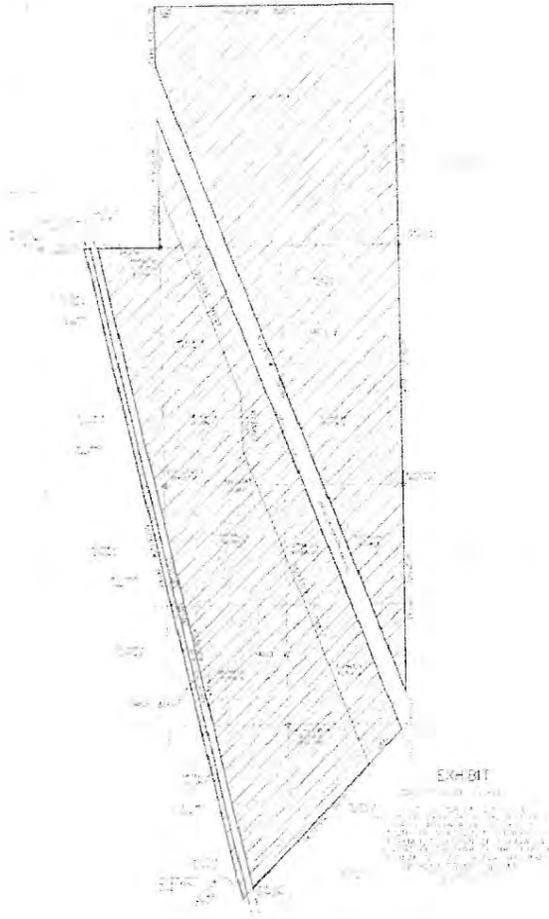
CASPER CRUDE TO RAIL, LLC

E1/2, E1/2SW1/4, SECTION 4,
 NE1/4, NE1/4NW1/4, SE1/4, SECTION 9,
 NW1/4, NE1/4SW1/4, SECTION 15
 E1/2NE1/4, NE1/4SE1/4, SECTION 16,
 NE1/4NE1/4, SECTION 21, N1/2NW1/4,
 NW1/4NE1/4, SW1/4NW1/4, NW1/4SW1/4
 SECTION 22, T.34N., R.80W., 6TH P.M.
 NATRONA COUNTY, WYOMING
 FEBRUARY, 2012
 SHEET 2 OF 2

Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
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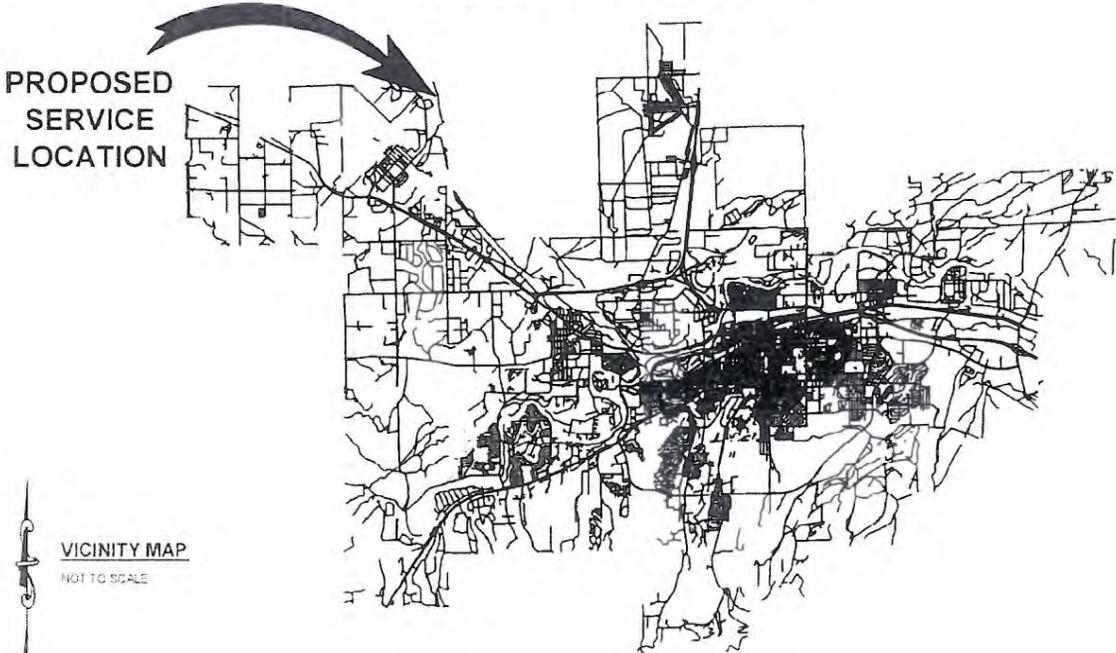
R = 1160.00'
 L = 11.40'
 D = 00°33'47"
 CH B = N13°39'05"W
 CH L = 11.40'

EXHIBIT "C" LOCATION MAP



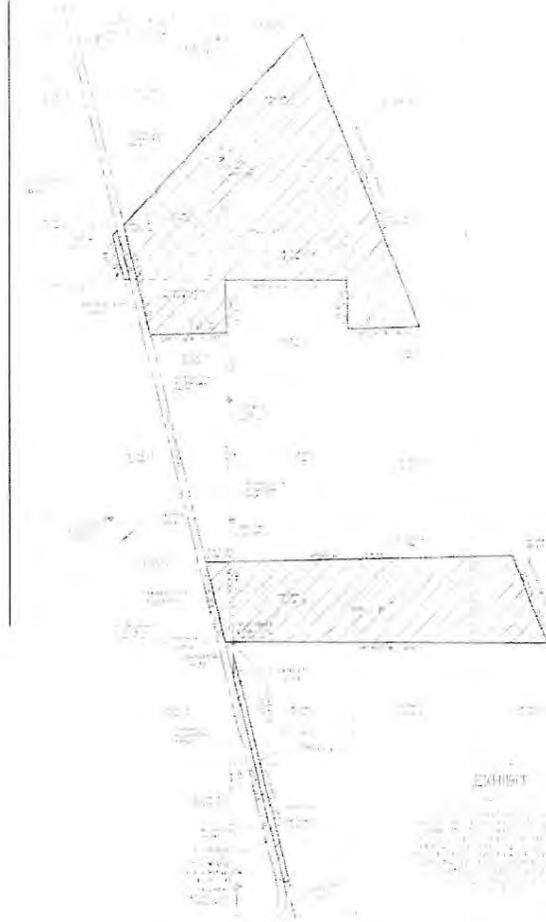

VICINITY MAP
NOT TO SCALE

VICINITY MAP



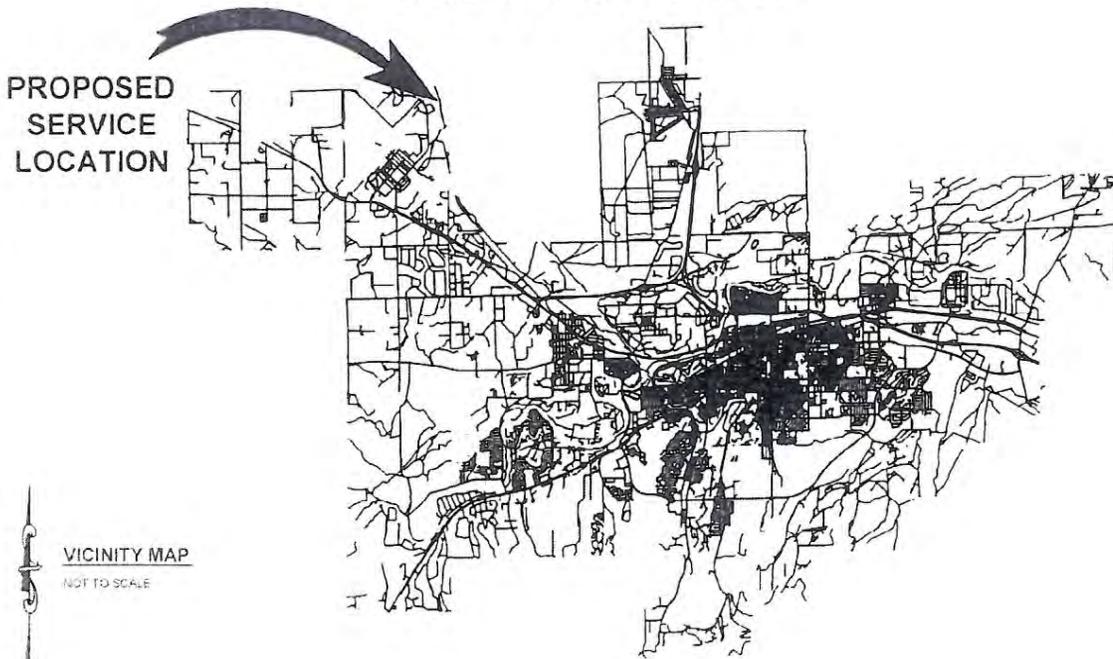

VICINITY MAP
NOT TO SCALE

EXHIBIT "C" LOCATION MAP



VICINITY MAP
NOT TO SCALE

VICINITY MAP



VICINITY MAP
NOT TO SCALE

RESOLUTION NO. 14-211

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE WITH GRANITE PEAK DEVELOPMENT, LLC, CASPER CRUDE TO RAIL, LLC, AND CTRAN, LLC.

WHEREAS, Granite Peak Development, LLC, Casper Crude to Rail, LLC, and CTran, LLC have requested outside-City water and sewer service from the City of Casper for unplatted properties in the E1/2 E1/2 SW1/4 of Section 4, NE1/4 NE1/4 NW1/4 SE1/4 of Section 9, NW1/4 NE1/4 SW1/4 of Section 15, E1/2 NE1/4 NE1/4 SE1/4 of Section 16, NE1/4 NE1/4 of Section 21, and N1/2 NW1/4 NW1/4 NE1/4 SW1/4 NW1/4 NW1/4 SW1/4 of Section 22, Township 34 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming; and,

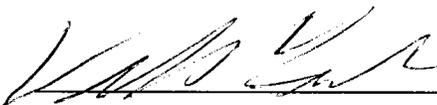
WHEREAS, a contract for providing such water and sewer service has been proposed containing obligations concerning all parties; and,

WHEREAS, such a contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract For Outside-City Water and Sewer Service with Granite Peak Development, LLC, Casper Crude to Rail, LLC, and CTran, LLC.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

July 24, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Pete Meyers, Interim Public Services Director
David W. Hill, P.E., Public Utilities Manager

SUBJECT: Outside-City Water Service Contract with Kevin Kalies, Tract 13,
Rocky Mountain Packing Subdivision, Casper, Wyoming

Recommendation:

That Council, by resolution, authorize an outside-City water service contract with Kevin Kalies.

Summary:

This parcel of land is located on Hereford Lane in the northeast area of the City.

This contract provides for outside-City water service from an existing City owned Ten-inch water main on the southern portion of the Owners property. There is no current central sewer availability to this area. An existing or replaced on-site septic tank-leach field would be used.

This parcel is contiguous to Casper city limits on the east and south sides. Kevin Kalies has submitted a petition to annex their property to the City in accordance to the outside-City water service contract. The outside-City water service contract is needed because they will receive City water service well before the annexation process is complete.

The contract also requires the owner to participate in future water distribution system, wastewater collection system, street, sidewalk, street lighting, and other needed municipal improvements at the request of the City.

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

A resolution is prepared for the Council's consideration.

CONTRACT FOR OUTSIDE-CITY WATER SERVICE

THIS AGREEMENT is made, dated, and signed this _____ day of _____, 20____ by and between the City of Casper, a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as "City", and Kevin Kalies, Tract 13, Rocky Mountain Packing Subdivision, Casper, Wyoming 82609, hereinafter referred to as "Owner."

WITNESSETH:

WHEREAS, Owner is the owner of certain land as described in Exhibit "A" (Tract 13, Rocky Mountain Packing Subdivision) being a portion of the SE1/4NW1/4 of Section 2, Township 33 North, Range 79 West of the 6th P.M., in Natrona County, Wyoming, which is not within the corporate limits of the City of Casper; and,

WHEREAS, the Owner desires one outside-city water service connections from the City to the land as described in Exhibit "A"; and,

WHEREAS, water service is available from an existing ten-inch (10") City water main on the south side of the land as described in Exhibit "A"; and,

WHEREAS, central sewer service is currently not available for the land described in Exhibit "A" and the Owner can use or replace an existing septic tank-leach field disposal system; and,

WHEREAS, Owner and City have agreed to such outside-city water service under the terms and conditions as hereinafter stated.

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

1. The properties served shall be limited to those described in Exhibit "A." No other properties shall be served without the express written permission of the City Council of the City of Casper.
2. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure beyond the control of the City, water service may not be available. The City of Casper, Wyoming, does not waive any immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 et. seq., as amended.
3. The City will install a water service tap to connect to the existing water main at the request of the Owner, in accordance with the then-prevailing costs and procedures and in accordance with the then-existing City standards and specifications.

The Owner shall install a water service line from the City owned ten-inch (10") water main to his building. The water service line curb box shall be installed approximately ten feet (10') from the City water main. A meter pit and water meter shall be installed by Owner immediately downstream of the curb box.

4. The Owner agrees to participate in a proportionate share of the cost of future public infrastructure improvements which may include water distribution system improvements, wastewater collection system improvements, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements necessary to meet then-current Casper Municipal Code zoning classification requirements that would apply to the Service Area as described in Exhibits "A" upon annexation, and at the request of the City.

Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.

The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in a proportionate share of the cost of future water distribution, wastewater collection, street, sidewalk, street lighting, or other needed municipal infrastructure improvements necessary to meet then-current Casper Municipal Code subdivision design standards that would apply to the zoning classification for the Service Area. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or other district established for the purpose of water distribution, wastewater collection, street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.

This commitment to participate in future water distribution, wastewater collection, street, sidewalk, street lighting, or other municipal improvement design and construction on the land as described in Exhibit "A" shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.

5. The City shall have the right to inspect all water system construction. Before connection of the water service to any building, all work must be accepted and approved by the City.
6. The Owner agrees to install fire hydrant(s) if required by the City or County Fire Departments at his cost. Upon acceptance, the fire hydrant(s) and appurtenances shall be accepted for ownership by the City.
7. All necessary water line easements or rights-of-way in forms acceptable to the City, up to and through the subdivision, shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, its fire hydrants and other appurtenances. Minimum twenty (20) foot wide easement widths shall be provided.

8. All meter pits and water meters, as required by the City's staff, shall be obtained and installed by and at the expense of Owner according to the rules and regulations of the City. The meter pit shall remain the property of the Owner.
9. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with water. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be served with water. Payment will be made prior to actual receipt of water service provided by the City. If Owner's lands are annexed into the City within one (1) year of the date of execution of this Agreement, the City shall reimburse Owner the difference between the inside-City and outside-City water system investment charge existing at time of payment by Owner. After twelve (12) months from the date of execution, no reimbursement shall be due.

In the future, when central sewer service becomes available in accordance to paragraph 4, the then Owner shall pay to the City, the then-current city system investment charge for each connection to be served with sewer.

10. Security Requirements:

Owner shall comply with all Casper Municipal Code requirements for all other security and surety requirements as set forth in the Code, including, but not limited to, the financial surety and security for the water system construction and the warranty period.

11. The Owner shall file with the City a petition to annex the above described real property to the City upon the execution of this Agreement by all parties, and Owner shall prepare and file all other documents or instruments necessary to complete the annexation thereof. The Owner agrees to diligently seek annexation approval. This Agreement shall terminate, and be null and void between the parties in the event the annexation of said lands by the City is not fully completed within one (1) year from the date of this Agreement, and the City shall have the right to terminate all services provided for pursuant to this Agreement.
12. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations including but not limited to all provisions of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.
13. The charge for water service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water service.
14. The Owner agrees that he shall make the necessary provisions so that each building to be served shall have pressure reducing valves limiting pressure to a maximum of 60 psi and that they shall encourage all residents to adhere to the following water saving device recommendations; toilets with a maximum flush of 3 ½ gallons; aerators which provide

for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to maximum 3.0 gpm.

15. Owner shall be allotted one domestic water service connection and meter and one fire sprinkler connection, if needed, to the property shown on Exhibit "A".

16. The Owner shall be allotted two (2) years from the date of this Agreement to complete the water system construction and necessary improvements. Should the construction not be completed within this time period, this Agreement shall terminate, and be null and void between the parties.

17. General Provisions

a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.

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

c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and

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

- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Mr. Kevin Kalies
c/o Triton Well Services, LLC
PO Box 51860
Casper, WY 82605

City of Casper
Attn: Public Services Director
200 North David
Casper, WY 82601

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and

intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

- n. Term: At the time the Owner files for a permit to construct, the then applicable Casper Municipal Code provisions and DEQ Rules & Regulations shall apply for the life of the permit or under an extension that is approved by the City Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Municipal Code and DEQ Rules & Regulations that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

EXECUTED the day and year first above written.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

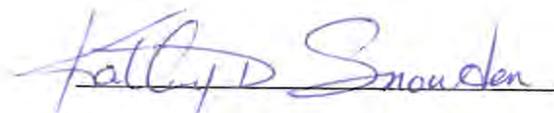
V.H. McDonald
City Clerk

Paul L. Meyer
Mayor

ATTEST:

OWNER:

Kevin Kalies, Owner
Tract 13
Rocky Mountain Packing Subdivision
Casper, WY 82609



Kevin Kalies
Owner

The undersigned mortgagee for Kevin Kalies hereby agrees and consents to, and ratifies this agreement.

_____ Date

KK KA

_____ MORTGAGEE

By: _____
Name/Title

STATE OF ~~WYOMING~~ ^{OKLAHOMA})

COUNTY OF ~~_____~~ ^{Pottawatomie}) ss.

This instrument was acknowledged before me by Kevin Kalies this 23 day of July, 2014.

Kathy D Snowden
NOTARY PUBLIC



My commission expires: 05-18-15

STATE OF WYOMING)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2014, by _____ of _____ the Mortgagee.

KK KA

(Seal)

_____ NOTARY PUBLIC

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

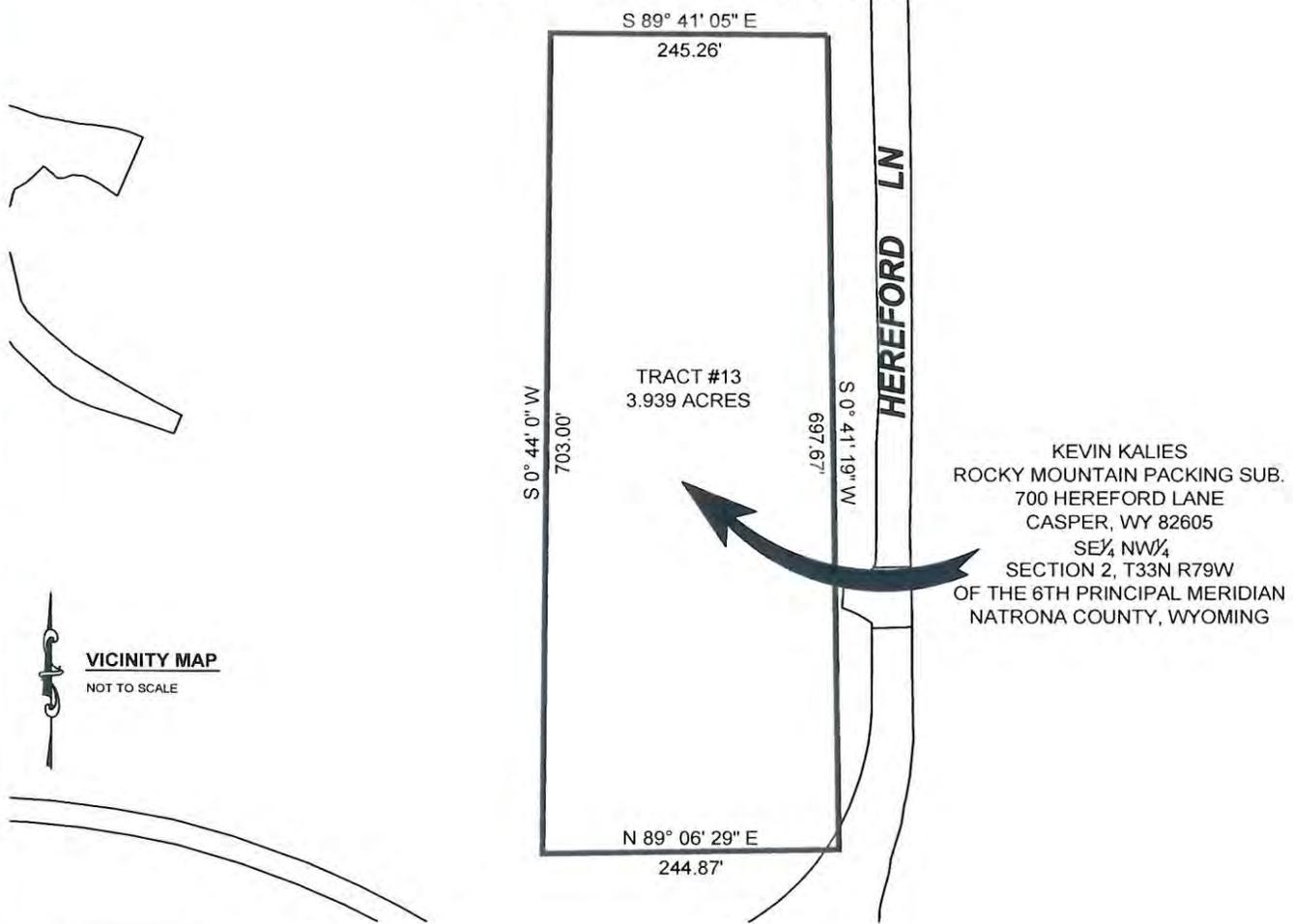
This instrument was acknowledged before me by Paul L. Meyer as Mayor of City of Casper, Wyoming this _____ day of _____, 2014.

(Seal)

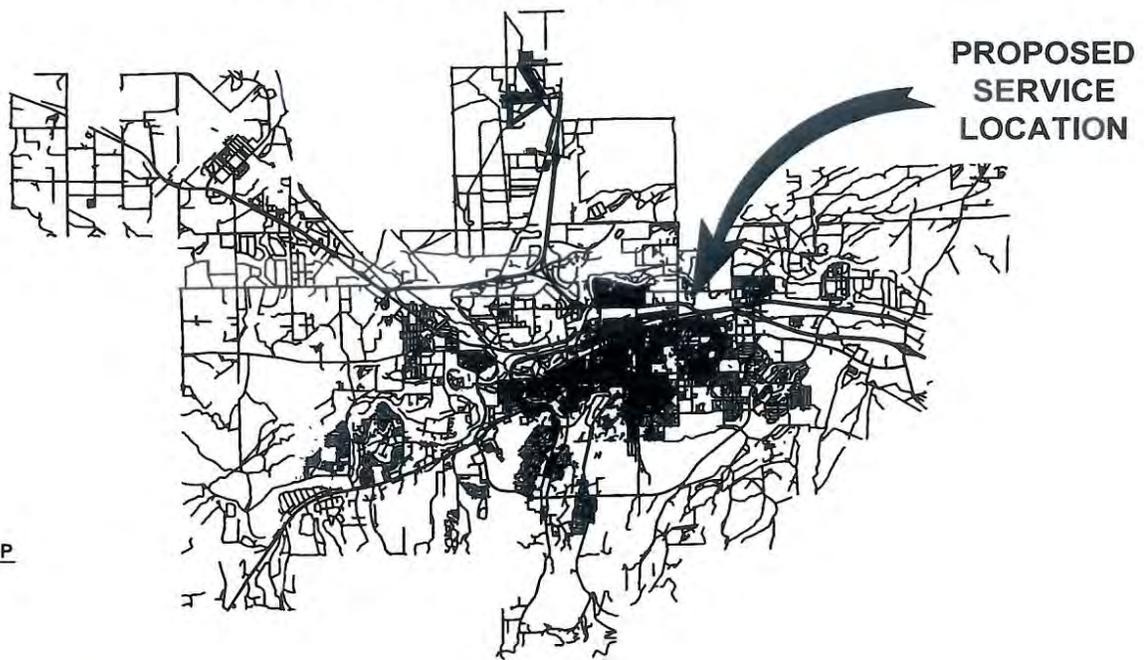
NOTARY PUBLIC

My commission expires: _____

EXHIBIT "A" LOCATION MAP



VICINITY MAP



RESOLUTION NO. 14-212

A RESOLUTION AUTHORIZING AN OUTSIDE-CITY WATER SERVICE CONTRACT WITH KEVIN KALIES, TRACT 13, ROCKY MOUNTAIN PACKING SUBDIVISION.

WHEREAS, Kevin Kalies has requested outside-City water service from the City of Casper; and,

WHEREAS, a contract for providing such water service has been proposed containing obligations concerning all parties; and,

WHEREAS, such a contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Outside-City Water Service Contract with Kevin Kalies, Tract 13, Rocky Mountain Packing Subdivision, Casper, Wyoming 82609.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2014.

APPROVED AS TO FORM:



V.H. McDonald
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Paul L. Meyer
Mayor

June 30, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director 
SUBJECT: Discharge of Accounts Receivables

Recommendation:

That Council, by minute action, authorizes the discharge of \$5,223.84 of uncollectible accounts receivable balances as outlined in staff's report dated June 30, 2014.

Summary:

Wyoming Statute 16-4-502 specifies that amounts owed the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying listing meets the certification requirement.

The City staff and its collection agency have exhausted all efforts to collect the accompanying accounts receivable listing due to bankruptcy, death, and imprisonment or not able to locate the person. The Finance Department has cross checked the current utility account, payroll, and accounts receivable database for names and addresses as a final check. \$4,253.57 is Non-Utility Accounts Receivable; \$970.27 is Utility Accounts Receivable.

The total balance of \$5,223.84 is being certified for discharge. The City of Casper and its collection agency has exhausted all efforts to collect these funds and has deemed this debt uncollectible.

CITY OF CASPER
FINANCIAL QUARTERLY WRITE-OFFS
6/30/2014

NON-UTILITY ACCOUNTS RECEIVABLE

Customer Name	Amount	Date	Reason for Write off
Baker, Tylar J.	\$ 307.99	06/04/10	Efforts Exhausted
Bank of New York Trustee	\$ 131.26	02/05/10	Efforts Exhausted
Basner, Randy	\$ 353.96	08/24/14	Efforts Exhausted
Belanger, Jerry	\$ 25.00	02/03/10	Efforts Exhausted
Blade, Randy J.	\$ 52.00	08/24/10	Efforts Exhausted
Bowman, Wendy	\$ 27.84	01/19/10	Efforts Exhausted
Brunelle, Beverly	\$ 58.00	01/19/10	Efforts Exhausted
Clark, John	\$ 96.00	08/24/10	Efforts Exhausted
Clark, Virgil	\$ 101.60	08/24/10	Efforts Exhausted
Cowgar, Tim	\$ 94.48	09/14/10	Efforts Exhausted
Davenport, Des	\$ 76.25	06/30/10	Efforts Exhausted
Driscoll, Venessa	\$ 66.17	05/06/10	Efforts Exhausted
Frank, Joel	\$ 205.95	09/03/10	Efforts Exhausted
Gehrett, Robert	\$ 140.50	09/20/10	Efforts Exhausted
Howell, Crystal	\$ 1,151.14	11/10/10	Efforts Exhausted
Kessler, Brian	\$ 69.81	09/16/10	Efforts Exhausted
Lebar, Kirk	\$ 59.69	09/16/10	Efforts Exhausted
Los Jilbertos	\$ 54.00	01/19/10	Efforts Exhausted
Martinez, Joseph	\$ 75.00	09/16/10	Efforts Exhausted
Masten, William G.	\$ 244.59	09/20/10	Efforts Exhausted
Monroe, Josh	\$ 40.00	09/20/10	Efforts Exhausted
Mutz, Frank	\$ 75.00	08/24/10	Efforts Exhausted
Poe, Patty	\$ 142.24	08/24/10	Efforts Exhausted
Sec of Hud Washington DC	\$ 80.00	09/14/10	Efforts Exhausted
Southworth, Teresa	\$ 79.16	11/08/13	Bankruptcy
Steyer, Shawn	\$ 319.00	01/28/10	Efforts Exhausted
Superior International Inv. Inc	\$ 27.68	09/16/10	Efforts Exhausted
Tanksley, Daysha	\$ 50.00	09/20/10	Efforts Exhausted
Wilkening, Fredrick C.	\$ 49.26	06/01/10	Efforts Exhausted
TOTAL	\$ 4,253.57		

UTILITY ACCOUNTS RECEIVABLE

Customer Name	Amount	Date	Reason for Write off
Butterfield, Rodney	\$ 21.58	8/10/2011	Bankruptcy
Chambers, Jairo	\$ 55.08	3/13/2012	Bankruptcy
Hardman, John	\$ 63.50	8/4/2006	Bankruptcy
Lee, Dena	\$ 111.00	8/8/2005	Bankruptcy
Leyva, Carrie	\$ 321.02	9/30/2008	Bankruptcy
Lien, Robert C	\$ 35.62	8/26/2013	Estate Liquidated
Paulman, Scott	\$ 97.04	11/10/2009	Bankruptcy
Thompson, Sondra H	\$ 209.85	2/25/2014	Estate Liquidated
Vargas, Vanessa	\$ 55.58	8/9/2013	Estate Liquidated
TOTAL	\$ 970.27		

TOTAL BALANCE FOR WRITE-OFF - **\$ 5,223.84**

July 24, 2014

MEMO TO: John C. Patterson, City Manager
FROM: V.H. McDonald, Administrative Services Director 
Jason C. Shellabarger, Fleet Maintenance Manager
SUBJECT: Authorize Purchase of one Front Deck Mower 

Recommendation:

That Council, by minute action, authorize the purchase of one John Deere 1550 Terrain Cut Mower from Stotz Equipment, Casper, Wyoming, to be used in the Cemetery Section of the Parks Division, in the amount of \$16,238.33, before trade in allowance.

Summary:

Quotes were requested for one used Front Deck Mower, from local dealers. On July 20, 2014, quotes were received from Stotz Equipment, and Midland Implement. The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Trade-In</u>	<u>Total</u>
(1) New John Deere 1550 Terrain Cut	Stotz	\$16,238.33	\$2,000.00	\$14,238.33
(1) Used John Deere 1435 Front Mower	Stotz	\$15,300.00	\$2,000.00	\$13,300.00
(1)New Toro 3280D	Midland	\$16,336.00	\$750.00	\$15,586.00

The recommended John Deere 1550 Terrain Cut is a new machine. This mower meets all the necessary specifications and will replace unit #090956. The used unit is equipped with a 72" side discharge deck and would be much too large for use at the Highland Cemetery location, the new unit has a 60" deck which makes the new machine the recommended unit for this purchase.

This purchase will be funded through the Parks Department 1% #14 Capital Equipment Replacement funds.

July 24, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director 
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize Purchase of one Wide Area Mower 

Recommendation:

That Council, by minute action, authorize the purchase of one John Deere 1600 Turbo Series II, from Stotz Equipment, Casper, Wyoming, to be used in the Parks Division of the Public Services Department, in the amount of \$48,752.24, before trade in allowance.

Summary:

Quotes for used equipment were requested for One Used Wide Area Mower, from local dealers to replace an existing mower. On July 20, 2014, quotes, for both new and used equipment, were received from Stotz Equipment, and Midland Implement. The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Trade-In</u>	<u>Total</u>
(1) New John Deere 1600 Turbo Series II	Stotz	\$48,752.24	\$3,000.00	\$45,752.24
(1)Used John Deere 1600	Stotz	\$44,500.00	\$3,000.00	\$41,500.00
(1)New Toro 4100D	Midland	\$49,887.00	\$3,000.00	\$46,887.00

The recommended John Deere 1600 Turbo Series II is a new unit. This mower meets all the necessary specifications. The used machine is a good value but is a 2011 with 210 hours. For a small price difference the City would be able to benefit from a 2014 machine with upgraded features. The current wide area mowers in the City's fleet are becoming aged and suffering more down time, resulting in the larger parks to go unmaintained for longer periods. The Parks Department would benefit from this new mower purchase, making it the recommended choice.

This Parks Department Purchase will be funded through the Parks Department 1% #14 Capital Equipment Replacement fund.

July 10, 2014

MEMO TO: John C. Patterson, City Manager

FROM: V.H. McDonald, Administrative Services Director
Jason C. Shellabarger, Fleet Maintenance Manager

SUBJECT: Authorize Purchase of one used Deep Tine Aerator

Recommendation:

That Council, by minute action, authorize the purchase of one used Redexim VertiDrain 7416 Deep Tine Aerator from Stotz Equipment, Casper, Wyoming, to be used in the Parks Department, in the amount of \$22,895, before trade in allowance.

Summary:

Quotes were requested for one used Deep Tine Aerator, from local dealers. On July 7, 2014, quotes were received from Stotz Equipment, LL Johnson, and Midland Implement. The quotes are as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Bid</u>	<u>Trade-In</u>	<u>Total</u>
(1)Used Redexim VertiDrain 7416	Stotz	\$22,895	\$2,300	\$20,595
(1)New Redexim VertiDrain 7416	Stotz	\$26,300	\$2,300	\$24,000
(1)New Toro ProCore 864	LL Johnson	\$31,200	N/A	\$31,200
(1)New Toro SR72	LL Johnson	\$27,553	N/A	\$27,553
(1)Used Toro SR72	Midland	\$22,937	N/A	\$22,937
(1)New Toro SR72	Midland	\$24,604	N/A	\$24,604

The recommended Redexim VertiDrain is a 2013 used machine with minimal use as a demo unit. This aerator meets all the necessary specifications and will replace units #081018 and #081017. This unit offers the versatility to use in a variety of Parks and Athletic Fields maintained by the Parks Department.

This Purchase will be funded through the Parks Department 1% #14 Capital Equipment Replacement funds.

August 5, 2014

MEMO TO: John C. Patterson, City Manager
FROM: Andrew Beamer, P.E., Public Services Director
SUBJECT: Rejection of Bids
Casper Events Center Refrigerant Ice Floor – Bid Package 2 Project, No. 14-28A

Recommendation:

That Council, by minute action, reject the bid received for the Casper Events Center Refrigerant Ice Floor – Bid Package 2 Project, No. 14-28A.

Summary:

On Tuesday, July 8, 2014, one (1) bid was received from a contractor to provide new interior space for ice equipment storage, new storage mezzanine, and new chiller enclosure for the Casper Events Center Refrigerant Ice Floor – Bid Package 2 Project, No. 14-28A. The project includes concrete, masonry, structural steel, mechanical and electrical work. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Rocky Mountain Excavating, Inc.	Castle Rock, Colorado	\$517,344

The estimate prepared by the City's consultant was \$130,000.

It is recommended by the City's consultant that Council reject the bid. Portions of this work will now be negotiated with the contractor currently on board for phase one of the project, Ice Builders, Inc., so that the event floor is operational for the event scheduled September 11, 2014. It is possible that all remaining work will be negotiated in a similar manner.

July 17, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Doug Follick, Leisure Services Director *DF*
Alan Kieper, Special Facilities Manager *AK*
Chris Smith, Ski Area Superintendent

SUBJECT: Sole Source Purchase of Snow Guns for Hogadon *SN*

Recommendation:

That Council, by minute action, approve the sole source purchase of 6 snow guns, from Snow Machines Inc., Midland, Michigan in the amount not to exceed \$160,000.

Summary:

A quote of \$154,255 was received from Snow Machines, Inc. (SMI), Midland, Michigan for 6 refurbished Super Pole Cat Snow Guns. The quote for these snow guns includes 5 refurbished carriage snow guns, 1 refurbished tower snow gun, 1 SmartSnow computer/software/modem control, 1 SMI 60 amp electrical pedestal, 1 Rogers 2" Water Hydrant, all piping, all hoses, all electrical cords/wiring, all necessary installation components, 2 year warranty on defective parts/workmanship, and product delivery. The price quote for this equipment purchase is firm for 60 days and will require 10-12 weeks for delivery. The additional snow guns are a priority recommendation of the Hogadon Master Plan, to improve snow making ability, efficiency, and quality; to build and improve skier visits and snow quality at the Hogadon Ski Area.

The reasons for sole sourcing the SMI snow guns are:

- This manufacturer/supplier produces a quality product and service/support known throughout the ski industry, recommended by numerous ski areas (Loveland, Beaver Creek, Keystone, Brighton, Snow Bowl, and Front Range ski areas).
- One of the six snow guns will be a **fixed tower fan gun** at the top of Dreadnaught which will improve snowmaking productivity and safety, in this steep area of snowmaking.
- The **five carriage fan guns** with 250 feet of snowmaking hose and power cords will be able to reach to the opposite side of the ski slopes (from the electrical/water sources) to improve snowmaking, working with the prevailing winds.
- SMI will take our four old Turbo Cristal snow guns in trade for \$22,000 (\$5,500 each), which will reduce the cost of the reconditioned snow guns, and recoup funds we invested in the old guns last season.
- The 6 refurbished snow guns will carry a 2 year parts and service warranty (new snow guns come with a 1 year warranty).
- Aligning ourselves with the SMI Company and products (with a rich ski industry history of product quality, service, and support) we will improve our snow making operations.
- We are purchasing these snow guns directly from the manufacturer through their regional representative in Colorado.

The \$160,000 funding for the purchase of these snow guns will come from one-time funds allocated by the City Council.

July 30, 2014

MEMO TO: His Honor, The Mayor, and Members of City Council

FROM: Tanya Johnson, Executive Assistant to City Manager

SUBJECT: Boards/Commissions Assignments and Reassignments



Several City Advisory Boards and Commissions require new appointments and/or reappointments to fill expired terms and vacancies.

The following Boards and Commissions have vacancies:

- Travel & Tourism Council (1 vacancy)
- Historic Preservation Commission (1 vacancy due to resignation)
- Central Wyoming Senior Services Board (1 vacancy due to resignation)
- Civil Service Commission (1 reappointment)
- Community Action Partnership (1 vacancy)

Applications and letters of interest have been submitted and reviewed by Mayor Paul L. Meyer. Accordingly, the following actions are presented to Council for their review and approval:

- Appointing Mr. Glenn Januska to an unexpired term ending June 30, 2016, to the Natrona County Travel & Tourism Council.
- Appointing Vincent Crolla to an unexpired term ending December 31, 2016, to the Historic Preservation Commission.
- Appointing Jennifer Rohrer to an unexpired term ending December 31, 2015, to the Central Wyoming Senior Services Board.
- Reappointing Dave Dovala to an additional 3 year term ending December 31, 2016, to the Civil Service Commission.
- Appointing Dr. Michael Miller to the Community Action Partnership of Natrona County Board of Directors to an unexpired term ending June 30, 2018.

Applications and letters of interest are available for review in the City Manager's Office.

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