

REGULAR COUNCIL MEETING
 Tuesday, December 1, 2015
 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. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Keep Your Remarks Pertinent and Non-Repetitive.
 - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions will be Handled by the Appropriate Persons.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

2015 CITY COUNCIL GOALS

Downtown - The City of Casper will foster growth and prosperity of the City's core through infrastructure development, creating public spaces and supportive facilities.

Infrastructure - The City of Casper will create the conditions for economic development by expanding and maintaining its physical assets and equipment, including streets, water lines, parking garages, fire stations, buildings and parks.

Recreation - The City of Casper will support, maintain and upgrade its current recreational facilities and programs and develop recreational opportunities that provide citizens and visitors with a variety of affordable activities for all ages that serve to enhance quality of life.

| |
|--------------------------------|
| Council Goals Scorecard |
| <i>Actions since 5/5/2015</i> |
| 14 |
| 75 |
| 41 |

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE NOVEMBER 3, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 10, 2015
4. CONSIDERATION OF MINUTES OF THE NOVEMBER 17, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 23, 2015
5. CONSIDERATION OF BILLS AND CLAIMS
6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish December 15, 2015, as the Public Hearing Date for the Consideration of:
 - a. Authorization to Submit an Application to the **Wyoming Business Council's Community Enhancement Grant Program**, in the Amount of \$500,000, to be Used to Fund **River Restoration Construction Projects**.
2. Establish January 5, 2016, as the Public Hearing Date for the Consideration of:
 - a. **Real Estate Trade Agreement** to Trade Real Property Owned by the City of Casper, Located at 21st Street and Wyoming Boulevard, for Real Property Owned by **Michael C. Reed**, Located on Casper Mountain.
3. Establish February 16, 2016, as the Public Hearing Date for the Consideration of:
 - a. **Annual Renewal of Liquor Licenses** for the License Year April 1, 2016 through March 31, 2017.

7. PUBLIC HEARINGS

A. Resolution and Ordinance

1. Consideration of Annexation Compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to Determine if the Annexation of the **Betty Luker Parkway Campus No. 3** Complies with W.S. 15-1-402.

7. PUBLIC HEARINGS (continued)

- a. Resolution.
- b. Third reading Ordinance Approving Annexation, and Zoning of the **Betty Luker Parkway Campus No. 3**.

B. Ordinance

- 1. **Zone Change** of Lot 15, Block 96, Casper Addition, located at **224 North Lincoln Street**, from C-2 (General Business) to C-3 (Central Business).

8. SECOND READING ORDINANCE

A. Consent

- 1. Ordinance Amending Section 5.08.010 of the Casper Municipal Code **Pertaining to Alcoholic Beverages** to Add a Definitional Section for the Word “Conviction.”

9. RESOLUTIONS

- A. Authorizing a Contract with **Forte’ Events, Inc.**, for Professional Services for the **2017 Eclipse Fest**, in an Amount not to Exceed \$275,300.

- 1. Pat Sweeney

B. Consent

- 1. Rescinding Resolution No. 14-274 and Establishing **Fees for Use of the Casper Municipal Golf Course**.
- 2. Authorizing Agreement with **Environmental & Civil Solutions LLC**, in the Amount of \$25,798.30, for Construction Administration Services for the **Second Street Water Main Loop Project**.
- 3. Executing Underground Right-Of-Way Easement with **Rocky Mountain Power** for the **West Yellowstone Highway Power Conversion**.
- 4. Approving a Memorandum of Understanding Between the City of Casper and the **Downtown Development Authority** for the Development of a **Public Plaza in Downtown Casper**.

| 2015 Goals | | |
|------------|----------------|------------|
| Downtown | Infrastructure | Recreation |
| | | |

| 2015 Goals | | |
|------------|----------------|------------|
| Downtown | Infrastructure | Recreation |
| | | |
| | | X |
| | X | |
| | X | |
| X | X | X |
| 2015 Goals | | |

9. RESOLUTIONS (continued)

B. Consent

5. Approving a Contingency and Development Agreement for the Development of a **Public Plaza in Downtown Casper**, between the **Downtown Development Authority**, the **Economic Development Joint Powers Board**, and the City of Casper.

| Downtown | Infrastructure | Recreation |
|----------|----------------|------------|
| X | X | X |
| | | |
| | | |

10. MINUTE ACTION

A. Consent

1. Accepting Notice of an **Additional Dispensing Room** for CRU, LLC, d.b.a. **Parkway Plaza Hotel & Conference Centre**, Resort License No. 3, Located at 123 West “E” Street.
2. Appointing **Frederick C. Feth and Susan G. Frank**, and Reappointing **Don Redder and Ryan D. Waterbury**, to the **Planning and Zoning Commission**, to Three-year Terms Expiring December 31, 2017.

11. COMMUNICATIONS

A. From Persons Present

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

13. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, December 15, 2015 – Council Chambers

6:00 p.m. Tuesday, January 5, 2015 – Council Chambers

Work sessions

4:30 p.m. Tuesday, December 8, 2015 – Council Meeting Room

4:30 p.m. Tuesday, December 22, 2015 – Council Meeting Room

ZONING CLASSIFICATIONS

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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
November 3, 2015

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 3, 2015. Present: Councilmen Cathey, Hopkins, Johnson, Miller, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell.

Mayor Powell led the audience in the Pledge of Allegiance.

Mayor Powell welcomed V.H. McDonald to the meeting, and congratulated him on the City Manager position.

Moved by Councilman Mundell, seconded by Councilman Johnson, to, by minute action, approve the minutes of the October 13, 2015, special Council meeting, as published in the Casper-Star Tribune on October 23, 2015. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Schlager, to, by minute action, approve the minutes of the October 20, 2015, regular Council meeting, as published in the Casper-Star Tribune on October 26, 2015. Motion passed.

Moved by Councilman Miller, seconded by Councilman Sandoval, to, by minute action, approve payment of the November 3, 2015, bills and claims, as audited by Acting City Manager McDonald. Councilman Sandoval noted he wished to abstain from voting on invoices pertaining to the Casper Greenhouse. Motion passed.

Bills & Claims
11/03/15

| | | |
|------------------|----------|--------------|
| 71Construction | Projects | \$115,115.56 |
| AAALandscaping | Services | \$1,988.50 |
| ABeamer | Reimb | \$94.71 |
| Adecco | Services | \$1,628.45 |
| AGiraldo | Services | \$40.00 |
| AKloke | Reimb | \$30.82 |
| AllianceElec | Services | \$42,617.95 |
| AMartinez | Reimb | \$75.00 |
| AMBI | Services | \$671.58 |
| Ameritech | Services | \$65,736.76 |
| ANelson | Reimb | \$190.80 |
| ARodriguez | Refund | \$65.54 |
| ArrowheadHeating | Services | \$180.00 |
| B Governanti | Reimb | \$426.00 |
| B Hopkins | Reimb | \$207.76 |
| Balefill | Services | \$68,889.92 |
| BankOfAmerica | Goods | \$345,927.88 |
| Bentz'sTownPump | Goods | \$12.00 |

| | | |
|-----------------------------------|----------|--------------|
| BigBrthsBigSstrs | Funding | \$5,066.52 |
| Boys&GirlsClubs | Funds | \$18,321.25 |
| Brenntag | Goods | \$66,405.08 |
| BrtlttOlfldSvc | Refund | \$78.48 |
| BShafer | Refund | \$51.22 |
| Burns&McDonnellEngineering | Services | \$6,631.17 |
| C Boyle | Reimb | \$26.22 |
| CarolinaSoftware | Services | \$700.00 |
| CasperEventsCenter | Services | \$600.00 |
| CasperHousingAuth | Projects | \$15,446.11 |
| CasperPubSafetyComm | Services | \$1,832.05 |
| CentralPaint&Body | Services | \$2,328.13 |
| Centurylink | Services | \$13,658.03 |
| CityofCasper | Services | \$10,924.70 |
| CLake | Reimb | \$1,918.95 |
| CmmntyBldrs | Services | \$6,713.00 |
| CntrlWySftbl | Funding | \$500.00 |
| CommTech | Goods | \$741.00 |
| Comtronix | Services | \$1,604.54 |
| CrimeSceneInfo | Services | \$86.25 |
| CsprCommGrnhse | Funding | \$2,464.29 |
| Darquest | Supplies | \$1,445.00 |
| Dell | Goods | \$1,183.04 |
| DeltaDental | Services | \$34,798.51 |
| DoubleDWelding | Services | \$1,650.00 |
| DowntownCasperBusinessAssociation | Refund | \$1,222.22 |
| DowntownDevelopmentAuth | Funding | \$215.00 |
| DPCIndustries | Goods | \$5,569.03 |
| E Becher | Reimb | \$217.00 |
| EcoCntrs | Equip | \$13,975.00 |
| EcolabPest | Services | \$278.34 |
| ErosionCtrlApp | Services | \$10,595.28 |
| ExprsGarageDr | Services | \$225.00 |
| FirstData | Services | \$7,919.91 |
| FirstInterstateBank | Services | \$2,345.52 |
| FmlyJrnyCtr | Services | \$265.14 |
| GDLyman | Svc | \$250.00 |
| GemCityRoofing | Services | \$82,966.50 |
| GolderAssociates | Services | \$38,791.00 |
| Granicus | Services | \$725.00 |
| GreenTreeArbor | Services | \$71.36 |
| Greiner | Goods | \$117,507.00 |
| GSGArchitecture | Services | \$38,791.99 |
| HewlettPackard | Goods | \$2,843.61 |
| Homax | Goods | \$25,229.06 |
| InbergMillerEngineers | Services | \$1,906.50 |

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|---------------------------|----------|--------------|
| ITCElec | Services | \$198.21 |
| JWetzel | Reimb | \$551.60 |
| JCatron | Refund | \$245.00 |
| JFarrell | Reimb | \$71.92 |
| JKegler | Reimb | \$905.28 |
| JMaiorana | Refund | \$42.20 |
| JMcGoonan | Reimb | \$27.60 |
| JTLGroup | Services | \$91,663.37 |
| KEldridge | Refund | \$51.71 |
| KRoberts | Reimb | \$65.61 |
| LWitko | Refund | \$535.01 |
| LaborReady | Services | \$10,919.39 |
| LongBuildingTech | Services | \$350.00 |
| MACPodjun | Refund | \$307.61 |
| Manpower | Services | \$1,384.32 |
| McMurryReadyMix | Goods | \$598.75 |
| MGOilCo | Fuel | \$6,906.94 |
| Motorola | Goods | \$5,688.62 |
| MunicipalCodeCorp | Goods | \$650.00 |
| NatronaCountyCommissioner | Services | \$174,929.50 |
| NC Clerk | Services | \$120.00 |
| NCChldProt | Funding | \$1,000.00 |
| NCSheriffsOffice | Funding | \$7,500.00 |
| NCTreasurer | Taxes | \$1,938.29 |
| NevesUniforms | Goods | \$368.59 |
| NKaiser | Reimb | \$41.43 |
| NorthParkTransport | Services | \$114.39 |
| OfficeStateLands | Services | \$676,979.07 |
| OhlsonLavoie | Services | \$4,954.08 |
| Paciolan | Services | \$2,873.25 |
| PBrooker | Services | \$300.00 |
| Pepsi | Goods | \$2,672.65 |
| Pntwrks | Services | \$100.22 |
| PostalPros | Services | \$15,862.36 |
| PvrtyRestncFoodPntry | Funding | \$285.00 |
| RBarro | Refund | \$26.47 |
| ResourceStaff | Services | \$2,484.49 |
| RGrant | Reimb | \$32.49 |
| RockyMtnPower | Services | \$154,666.76 |
| RvrWrks | Services | \$108,632.68 |
| SBrauchie | Reimb | \$75.00 |
| SDaley | Reimb | \$477.77 |
| SELangi | Refund | \$101.90 |
| SeniorPatientAdvocates | Services | \$450.00 |
| ShoshoneDistributing | Goods | \$159.00 |
| SkylineRanches | Services | \$303.72 |

| | | |
|------------------------------|----------|----------------|
| Smarsh | Services | \$2,138.00 |
| SNelson | Reimb | \$18.69 |
| SNunn | Reimb | \$106.98 |
| SourceGas | Services | \$7,891.88 |
| SShinkle | Refund | \$24.50 |
| StarLineFeeds | Goods | \$575.15 |
| StealthPartnerGroup | Services | \$64,785.00 |
| STschetter | Services | \$2,700.00 |
| SWirtz | Reimb | \$62.99 |
| SyscoFoodSvcs | Goods | \$16,522.33 |
| TRail | Reimb | \$86.98 |
| TurnkeyServices | Services | \$2,840.04 |
| Tweed'sWholesale | Goods | \$325.94 |
| UntdWayNC | Misc | \$3,500.00 |
| UrgentCare | Services | \$405.00 |
| VentureTech/ISC | Services | \$53,013.23 |
| VenueCoalition | Services | \$11,500.00 |
| Visits | Services | \$184.42 |
| WasteWaterTreatment | Funding | \$600.00 |
| WERCSCommunications | Services | \$2,217.50 |
| WesternPlainsLandscaping | Services | \$2,530.00 |
| WesternWaterConsult | Services | \$32,812.23 |
| WestlandPark | Services | \$1,883.95 |
| WFarris | Reimb | \$109.00 |
| WilliamsPorterDay | Services | \$18.50 |
| WorthingtonLenhart&Carpenter | Services | \$51,024.63 |
| WyAssocMunicipalities | Services | \$252.00 |
| WYDOT | Services | \$19,992.37 |
| WyNotaryDivision | Goods | \$30.00 |
| WYNtrlGasFairAss | Funding | \$10,993.75 |
| YouthCrisisCenter | Funding | \$5,179.93 |
| | | \$2,763,919.47 |

Mayor Powell recognized Casper Fire Chief, Kenneth King for his receipt of the Executive Fire Officer certification from the National Fire Academy. He provided an overview of the program and described the effort required to graduate. Mayor Powell presented Chief King with his diploma and thanked him for all he has done for our community.

Moved by Councilman Cathey, seconded by Councilman Hopkins, to, by minute action: establish November 17, 2015, as the public hearing date for the consideration of the approval of the Casper Downtown Development Authority's plan of development for the Downtown Events-Driven Public Plaza Project. Motion passed.

Mayor Powell opened the public hearing for the consideration of the annexation, plat and zoning creating the Betty Luker Parkway Campus No. 3.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to V.H. McDonald, dated October 21, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated October 23, 2015. Acting City Manager McDonald provided a brief report.

Speaking in support was: Steve Carlson and Polly Carlson, 6658 W. Riverside. Woody Giles, 290 E. Magnolia also spoke but did not indicate favor or opposition.

There being no others to speak for or against the issues involving the Betty Luker Parkway Campus No. 3, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 33-15
AN ORDINANCE APPROVING THE ANNEXATION,
PLAT AND ZONING CREATING THE BETTY LUKER
PARKWAY CAMPUS NO. 3 SUBDIVISION; AND
ALSO APPROVING THE BETTY LUKER PARKWAY
CAMPUS NO. 3 SUBDIVISION AGREEMENT.

Councilman Mundell presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Pacheco. Motion passed.

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

ORDINANCE NO. 25-15
AN ORDINANCE APPROVING THE FINAL PLAT OF
MESA DEL SOL III, COMPRISING 12.215 ACRES,
MORE OR LESS.

WHEREAS, an application has been made for final plat approval of the Mesa Del Sol III subdivision (the "plat"); and,

WHEREAS, the plat consists of a vacation and replat of Lots 5-27, Lots 55-56, and Lots 37-38, and Tract C of the Amended plat of Mesa Del Sol Addition, and Lots 35A and 41A of Mesa Del Sol II, the portion of Sienna Drive adjacent to said lots, and the portion of Casa Grande Drive adjacent to said lots, City of Casper, Natrona County, Wyoming; and,

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

WHEREAS, after a public hearing on August 25, 2015, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to plat the above referenced property; and,

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

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

SECTION 1:

That the final plat of Mesa Del Sol III is hereby approved.

SECTION 2:

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

PASSED on 1st reading the 6th day of October, 2015.

PASSED on 2nd reading the 20th day of October, 2015.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the 3rd day of November, 2015.

ORDINANCE NO. 26-15

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 15.40 OF THE CASPER MUNICIPAL CODE, AND ADOPTING INTERNATIONAL FIRE CODE 2015 EDITION.

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

Section 1:

That Section 15.40.010 of the Casper Municipal Code shall be amended to read as follows:

Section 15.40.010 — Adoption of the International Fire Code

Pursuant to the authority granted by Wyoming Statutes Section 15-1-119, as amended, there is adopted by the city, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the International Fire Code, published by the International Code Council being particularly the 2015 Edition thereof, including B, C, D, F, H, AND I save and except such portions are hereinafter deleted, modified, or amended by Section 15.40.070 of this chapter, hereinafter referred to as the International Fire Code. A copy of the International Fire Code is on file in the office of the city clerk and the office of the fire chief of the city.

Section 2:

That the heading for Section 15.40.020 of the Casper Municipal Code shall be amended to read as follows:

Section 15.40.020 — Establishment and duties of community risk reduction division.

Section 3:

That section 15.40.080C. of the Casper Municipal Code shall be amended to read as follows:

C. Section 903.2 is amended as follows:

An automatic fire sprinkler system shall be installed when the fire flow requirements exceed 2500 gallons per minute, as determined by Appendix B, International Fire Code, 2015 Edition.

Section 4:

That section 15.40.085A. of the Casper Municipal Code shall be amended to read as follows:

- A. Time Periods. For the purpose of determining the time periods imposed by this section, nuisance fire alarms, as defined by the International Fire Code 2015 ed., shall be dated from the day of their occurrence.

Section 5:

If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 6:

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

PASSED on 1st reading the 6th day of October, 2015.

PASSED on 2nd reading the 20th day of October, 2015.

PASSED, APPROVED AND ADOPTED on 3rd and final reading the 3rd day of November, 2015.

Councilman Johnson presented the two (2) foregoing consent agenda ordinances for adoption, on third reading. Seconded by Council Sandoval. Motion passed.

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

ORDINANCE NO. 27-15

AN ORDINANCE APPROVING THE PRAIRIE PARK ESTATES NO, 3 SUBDIVISION AGREEMENT AND THE FINAL PLAT OF PRAIRIE PARK ESTATES NO. 3, COMPRISING 1.14 ACRES, MORE OR LESS.

ORDINANCE NO. 28-15

AN ORDINANCE AMENDING SECTIONS 15.04.040 AND 15.04.090, AND ADOPTING INTERNATIONAL BUILDING CODE 2015 EDITION.

ORDINANCE NO. 29-15

AN ORDINANCE AMENDING CHAPTER 15.02 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2015 INTERNATIONAL RESIDENTIAL BUILDING CODE FOR ONE AND TWO FAMILY DWELLINGS, WITH AMENDMENTS.

ORDINANCE NO. 30-15

AN ORDINANCE AMENDING SECTIONS 15.20.020 AND 15.20.030 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2015 EDITION OF THE INTERNATIONAL MECHANICAL CODE.

ORDINANCE NO. 31-15
AN ORDINANCE AMENDING CERTAIN SECTIONS
OF CHAPTER 15.24 OF THE CASPER MUNICIPAL
CODE, AND ADOPTING THE 2015 EDITION OF THE
INTERNATIONAL PLUMBING CODE.

ORDINANCE NO. 32-15
AN ORDINANCE AMENDING SECTIONS 15.18.010
AND 15.18.020 OF THE CASPER MUNICIPAL CODE,
AND ADOPTING THE 2015 EDITION OF THE
INTERNATIONAL FUEL GAS CODE.

Councilman Hopkins presented the foregoing six (6) ordinances for adoption, on second reading, by consent agenda. Seconded by Councilman Miller. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 15-298
A RESOLUTION EMPLOYING V.H. MCDONALD AS
CASPER CITY MANAGER, AND AUTHORIZING THE
EXECUTION OF AN EMPLOYMENT AGREEMENT.

RESOLUTION NO. 15-299
A RESOLUTION AUTHORIZING AN AMENDMENT
TO THE EMPLOYMENT AGREEMENT WITH
WILLIAM C. LUBEN, AS THE CITY ATTORNEY.

RESOLUTION NO. 15-284
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH THE DEPARTMENT OF JUSTICE, BUREAU OF
JUSTICE ASSISTANCE (BJA), OFFICE OF JUSTICE
PROGRAMS FOR THE FY 15 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT.

RESOLUTION NO. 15-285
A RESOLUTION AUTHORIZING A MEMORANDUM
OF UNDERSTANDING WITH NATRONA COUNTY.

RESOLUTION NO. 15-286
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH 71 CONSTRUCTION, INC., FOR THE NORTH
PLATTE RIVER RESTORATION TREE HAULING,
PROJECT NO. 15-57.

RESOLUTION NO. 15-287

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DAVE LODEN CONSTRUCTION, INC., FOR PROFESSIONAL SERVICES FOR THE CITY FACILITY WARRANTY EXTENSIONS PROJECT.

RESOLUTION NO. 15-288

A RESOLUTION AUTHORIZING CONTRACT AMENDMENT NO. 2 WITH ECS ENGINEERS FOR A PRICE INCREASE AS PART OF THE COUNTRY CLUB ROAD RECONSTRUCTION — WYOMING BOULEVARD TO ARDON LANE PROJECT.

RESOLUTION NO. 15-289

A RESOLUTION ACCEPTING AN EASEMENT FROM EASTGATE RANCH, LLC, FOR INSTALLATION OF A WATER MAIN ACROSS PRIVATE PROPERTY.

RESOLUTION NO. 15-290

A RESOLUTION ACCEPTING AN EASEMENT FROM EAST ELKHORN RANCH, LLC, FOR INSTALLATION OF A WATER MAIN ACROSS PRIVATE PROPERTY.

RESOLUTION NO. 15-291

A RESOLUTION ACCEPTING AN EASEMENT FROM VALLEY PARTNERS, FOR INSTALLATION OF A WATER MAIN ACROSS PRIVATE PROPERTY.

RESOLUTION NO. 15-292

A RESOLUTION ACCEPTING AN ACCESS AND UTILITY EASEMENT FROM SKM PROPERTIES, LLC, FOR INSTALLATION OF UTILITIES ACROSS PRIVATE PROPERTY.

RESOLUTION NO. 15-293

A RESOLUTION AUTHORIZING A LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A NEW WATER DISTRIBUTION LINE FOR YESNESS COURT AS PART OF THE HARMONY HILLS NO. 2 ADDITION.

RESOLUTION NO. 15-294

A RESOLUTION AUTHORIZING A LICENSE WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR A NEW SEWER COLLECTION LINE FOR YESNESS COURT AS PART OF THE HARMONY HILLS NO. 2 ADDITION.

RESOLUTION NO. 15-295

A RESOLUTION AUTHORIZING AN ACCESS APPLICATION WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE DEVELOPMENT OF YESNESS COURT AS PART OF THE HARMONY HILLS ADDITION NO. 2.

RESOLUTION NO. 15-296

A RESOLUTION AUTHORIZING AN ACCESS APPLICATION WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE DEVELOPMENT OF TRANQUILITY WAY AS PART OF THE HARMONY HILLS ADDITION NO. 2.

RESOLUTION NO. 15-297

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GLOBAL PACKAGING SOLUTIONS, LLC, FOR THE CASPER SOLID WASTE BALER BAG PROCUREMENT.

Councilman Mundell presented the foregoing sixteen (16) resolutions for adoption. Seconded by Councilman Hopkins. Councilman Cathey voted nay on Resolution No. 15-296. Motion passed.

Moved by Councilman Cathey, seconded by Councilman Schlager, to, by consent minute action, authorize the purchase of one Toro 52" Zero Turn Mower, with options, from Hoods Equipment and Sprinkler, in the amount of \$15,757.90, before trade in allowance. Motion passed.

Individuals addressing the Council were: Pat Sweeney, 951 N. Kimball, congratulating City Manager McDonald on his position and regarding the petition referendum process; and Keith Goodenough, 120 E. 15th, also congratulating City Manager McDonald.

Mayor Powell noted the next meeting of the City Council will be a special meeting to be held at 5:00 p.m., Wednesday, November 4, 2015 in the Council Chambers to proclaim and certify the results of the special election on Ordinance No. 15-13. And the next regular meetings will be a work session to be held at 4:30 p.m., Tuesday, November 10, 2015, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, November 17, 2015, in the Council Chambers.

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

The meeting was adjourned at 6:45 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Charlie Powell
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
November 17, 2015

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 17, 2015. Present: Councilmen Cathey, Hopkins, Johnson, Miller, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell.

The approval of the November 3, 2015 Council meeting minutes were not addressed and will be placed on the December 1, 2015 agenda.

Moved by Councilman Pacheco, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the November 4, 2015, special Council meeting, as published in the Casper-Star Tribune on November 11, 2015. Motion passed.

Moved by Councilman Mundell, seconded by Councilman Johnson, to, by minute action, approve payment of the November 17, 2015, bills and claims, as audited by City Manager McDonald. Councilman Mundell wished to abstain from voting on invoices pertaining to a balefill p-voucher for the trailhead. Motion passed.

Bills & Claims
11/17/15

| | | |
|--------------------|----------|--------------|
| 71Construction | Projects | \$210,232.46 |
| A&S Water | Refund | \$86.08 |
| Adecco | Services | \$2,237.40 |
| AGajjar | Refund | \$48.54 |
| AHaller | Refund | \$59.88 |
| AMBI | Services | \$922.67 |
| AndrnHunt | Svc | \$53,212.86 |
| AquaSmrt | Goods | \$87,303.00 |
| BaldEagleLifts | Goods | \$11,800.00 |
| Balefill | Services | \$53,488.58 |
| BankOfAmerica | Goods | \$370,509.03 |
| BarNunnFire | Services | \$32,008.57 |
| Brenntag | Goods | \$7,952.42 |
| C Kidder | Reimb | \$1,761.75 |
| CasparBuildSystems | Services | \$312,551.00 |
| CasperPubUtilities | Services | \$122.19 |
| CATC | Funding | \$168,604.00 |
| CCercy | Refund | \$6.21 |
| Centurylink | Services | \$8,309.03 |
| CHadlock | Reimb | \$370.89 |
| Charter | Services | \$481.50 |
| CIGNA | Services | \$12,394.02 |
| CityofCasper | Services | \$1,419.90 |

| | | |
|-------------------------------|----------|--------------|
| CivilEngineeringProfessionals | Projects | \$26,586.34 |
| CKMechanical | Services | \$48,990.60 |
| CnvrsCnty | Services | \$3,059.00 |
| CobanTech | Services | \$72.00 |
| CommTech | Goods | \$860.40 |
| Comtronix | Services | \$132.00 |
| DDobby | Refund | \$88.66 |
| DeltaDental | Services | \$1,543.75 |
| DinosAuto | Refund | \$22.40 |
| DoubleDWelding | Services | \$1,090.00 |
| DowntownDevelopmentAuth | Funding | \$709.47 |
| DvdsnFxdMgmt | Services | \$7,008.58 |
| DYoung | Reimb | \$66.88 |
| EnvironmentalCivilSolutions | Services | \$484.10 |
| FireTrax | Supplies | \$9,400.00 |
| FirstData | Services | \$1,496.74 |
| FirstInterstateBank | Services | \$208.76 |
| FischerAutoBody | Services | \$794.30 |
| Gegis | Services | \$500.00 |
| GKassay | Reimb | \$125.96 |
| GMarshInc | Services | \$7,025.18 |
| GPCArchtccts | Services | \$19,600.00 |
| GreenTreeArbor | Services | \$395.22 |
| Greiner | Goods | \$12,078.00 |
| GrizzlyExcavating | Projects | \$667,534.10 |
| GrizzlyExcvt | Services | \$0.10 |
| GWilliams | Refund | \$47.76 |
| GYoneda | Reimb | \$14.72 |
| HaassConstruction | Projects | \$4,844.80 |
| Hach | Goods | \$7,350.00 |
| HewlettPackard | Goods | \$947.87 |
| HighPlainsConstruction | Goods | \$172,581.38 |
| HilstonAppraisals | Services | \$2,500.00 |
| HolthseApprsl | Svc | \$750.00 |
| Homax | Goods | \$67,711.45 |
| HrvrdDrg | Supp | \$172.18 |
| InbergMillerEngineers | Services | \$1,036.50 |
| Installation&Svc | Projects | \$226,316.09 |
| InstlltionSvc | Projects | \$18,498.05 |
| J Gall | Reimb | \$106.00 |
| J Proudfoot | Reimb | \$1,125.20 |
| JAlva | Refund | \$19.89 |
| JcksTrk | Parts | \$163,392.00 |
| JSullivan | Refund | \$35.33 |
| JTLGroup | Services | \$5,632.70 |
| KadrmassLeeJackson | Services | \$22,662.32 |

| | | |
|-------------------------|----------|--------------|
| KubwaterResources | Goods | \$9,678.02 |
| LaborReady | Services | \$2,845.13 |
| LDyer | Reimb | \$435.00 |
| LongBuildingTech | Services | \$4,895.25 |
| MchnclMsc | Supplies | \$100.00 |
| McMurryReadyMix | Goods | \$1,118.00 |
| MGOilCo | Fuel | \$3,938.70 |
| MLee | Refund | \$27.20 |
| MOwens | Refund | \$10.39 |
| MTuma | Reimb | \$134.99 |
| NationalBenefitServices | Services | \$413.00 |
| NatlDevelopmentCouncil | Services | \$833.33 |
| NC Clerk | Services | \$159.00 |
| NCChldProt | Funding | \$500.00 |
| NCHealthDept | Funding | \$1,722.00 |
| NorthParkTransport | Services | \$144.55 |
| NSchroeder | Refund | \$57.36 |
| OhlsonLavoie | Services | \$3,096.30 |
| P Harshman | Reimb | \$109.00 |
| PBrooker | Services | \$300.00 |
| PeakVwPlmb | Refund | \$202.50 |
| PieceACake | Goods | \$75.00 |
| Pntwrks | Services | \$192.41 |
| PorterMuirhead | Services | \$40,000.00 |
| ProforceLawEnforcement | Goods | \$565.93 |
| R Weant | Reimb | \$93.00 |
| RamshornConst | Projects | \$13,549.40 |
| RamshornConstruction | Projects | \$151,722.60 |
| RegionalWater | Services | \$417,605.27 |
| ResourceStaff | Services | \$492.65 |
| RockyMtnPower | Services | \$174,569.38 |
| RossDress | Refund | \$262.00 |
| RPerry | Refund | \$10.97 |
| RvrWrks | Services | \$308,599.61 |
| RYoung | Reimb | \$89.30 |
| SamParsonsUpholstery | Services | \$35.00 |
| SChapman | Refund | \$31.43 |
| SDunnuck | Reimb | \$33.58 |
| ShamrockEnv | Services | \$391,285.90 |
| SScott | Refund | \$66.03 |
| StarLineFeeds | Goods | \$467.30 |
| StotzEquipment | Goods | \$17,665.86 |
| STschetter | Services | \$300.00 |
| SummitLineConst | Refund | \$33.00 |
| SummitTitle | Services | \$250.00 |
| SZimmerman | Reimb | \$111.62 |

| | | |
|---------------------------------|----------|----------------|
| TretoConstruction | Projects | \$2,000.00 |
| TurntecMfg | Supp | \$145.00 |
| Tweed'sWholesale | Goods | \$205.10 |
| VelocityConstructors | Services | \$130,598.00 |
| VentureTech/ISC | Services | \$309.71 |
| VisionServicePlan | Services | \$1,399.70 |
| WardwellWater&Sewer | Services | \$112.09 |
| WasteWaterTreatment | Funding | \$283,690.86 |
| WestonCoFire | Services | \$3,657.23 |
| WFarris | Reimb | \$44.00 |
| WHillhouse | Goods | \$138.78 |
| WildWestConst | Services | \$4,552.00 |
| WolfGangOfWY | Services | \$3,833.33 |
| WorlandFire | Services | \$6,362.23 |
| Worldwash | Services | \$575.00 |
| WyDeptEmployment | Services | \$16,462.30 |
| WyDeptRevenue | Taxes | \$12,270.58 |
| WyDivisionCriminalInvestigation | Services | \$117.00 |
| WYDOT | Services | \$668.14 |
| WyLawEnforcementAcademy | Services | \$1,881.60 |
| | | \$4,859,348.37 |

Mayor Powell led the audience in the Pledge of Allegiance.

Mayor Powell thanked the participants of the second class of the Citizens' Academy. The program is an 8 week course that highlights different City departments each week and included lectures, tours and demonstrations to help participants better understand City operations. The following participants were presented with certificates: Lindsey Grant, Simon Marshall for Rachel Bailey, Mandi Wymore, Elliott Ramage, and John Ehrhart. Jimmy Simmons, Mark Mathern, Donna Mathern, and Zak Pullen were also acknowledged, but were unable to attend. Mayor Powell thanked the participants for their time and encouraged the public to consider participating the next time the course is offered.

Moved by Councilman Cathey, seconded by Councilman Mundell, to, by minute action: establish December 1, 2015, as the public hearing date for the consideration of the zone change of Lot 15, Block 96, Casper Addition, located at 224 North Lincoln Street, from C-2 (General Business) to C-3 (Central Business). Motion passed.

Mayor Powell opened the public hearing for the consideration and approval of the Casper Downtown Development Association's Plan of Development for the Downtown Events-Driven Public Plaza Project.

City Attorney Luben entered three (3) exhibits: Correspondence from Liz Becher, to V.H. McDonald, dated November 6, 2015; an Affidavit of Publication, as published in the Casper-Star Tribune, dated November 16, 2015; and the Events-Driven Public Plaza Project 2015 Plan of

Development by the Downtown Development Authority. City Manager McDonald provided a brief report.

Speaking in favor of the plan were: Brian Scott Gamroth, Downtown Development Authority Vice Chairman; Noelle Reed, 1361 Hazelwood; James Holloway, 2068 S. Cedar; Jeff Pray, 709 E. 5th; Elliott Ramage, 233 E. 12th; Shawn Houck, 3480 E. 18th; John Griffith, 915 S. Lincoln; Simon Marshall, 930 S. Wolcott; William Dinty Miller, 1015 S. Durbin; Kim DeVore, 1421 S. Center; Kirsten Vinetta, 1633 Westridge; and Miyet Tazarmo, 4421 S. Center.

Speaking in opposition to the plan was: Keith Goodenough, 120 E. 15th.

Ken Ball, 4521 E. 21st also addressed Council, but was neither for or against the matter.

There being no others to speak for or against the issue, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 15-300

A RESOLUTION APPROVING THE PLAN OF DEVELOPMENT BY THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE DOWNTOWN EVENTS-DRIVEN PUBLIC PLAZA PROJECT.

Councilman Hopkins presented the foregoing resolution for adoption. Seconded by Councilman Mundell. Councilmembers made statements on the subject and expressed their support for the project. Motion passed.

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

ORDINANCE NO. 27-15

AN ORDINANCE APPROVING THE PRAIRIE PARK ESTATES NO. 3 SUBDIVISION AGREEMENT AND THE FINAL PLAT OF PRAIRIE PARK ESTATES NO. 3, COMPRISING 1.14 ACRES, MORE OR LESS.

WHEREAS, an application has been made for final plat approval of Prairie Park Estates No. 3 (the "plat"); and,

WHEREAS, the plat consists of previously platted land described as Lots 10A, 10B, 11A, 11B, and 28, Block 8, and Lots 12A, 12B, 13A, 13B, 14A, and 14B, Block 12, Prairie Park Estates No. 2; and,

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

WHEREAS, the plat requires approval by ordinance following a public hearing because it affects public right-of-ways; and,

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

WHEREAS, the governing body of the City of Casper finds that the above described plat and subdivision 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 Prairie Park Estates No. 3 Subdivision Agreement.

SECTION 2:

That the final plat of Prairie Park Estates No. 3 is hereby approved under terms and conditions of the Prairie Park Estates 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 20th day of October, 2015.

PASSED on 2nd reading the 3rd day of November, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of November, 2015.

ORDINANCE NO. 28-15

AN ORDINANCE AMENDING SECTIONS 15.04.040
AND 15.04.090, AND ADOPTING INTERNATIONAL
BUILDING CODE 2015 EDITION.

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

Section 1:

Section 15.04.040 of the Casper Municipal Code is hereby amended to read as follows:

There is adopted by the city for the purpose of prescribing regulations for minimum standards, to safeguard life, health, property and public welfare that certain suggested code known as International Building Code, 2015 Edition, and except such portions as are hereinafter modified, deleted or amended by this chapter, not less than three copies of which have been and are now filed in the office of the city clerk, and the same are adopted and incorporated as fully as if set out at length herein and from the date on which the ordinance from which this chapter is derived shall take effect the provisions thereof shall be controlling within the limits of the city.

Section 2:

The reference to the 2012 Edition of the International Building Code in Section 15.04.050 of the Casper Municipal Code, is hereby amended to read 2015 Edition.

Section 3:

Section 15.04.110 of the Casper Municipal Code is hereby amended to read as follows:

Section 15.04.110 Paragraph 1301.1.2 added --Energy Efficiency

Paragraph 1301.1.2 is added to Section 1301 to read as follows:

A Comcheck Compliance Report using the 2015 the International Energy Conservation Code shall be submitted with the proposed building plans for the building envelope only at the time of application for review and comment. The Comcheck Compliance Report will be required for all occupancies within 2015 International Building Code except for S-1, S-2, F-1, F-2 and U occupancies.

Section 4:

Section 15.04.120- Section 903.3 amended- Automatic Sprinkler System

Section 903.3 is amended to add paragraph 903.1.2 which shall read as follows:

An automatic fire sprinkler system shall be installed when the fire flow requirements exceed 2500 gallon per minute, as determined by Appendix B, International Fire Code, 2015 Edition.

Section 6:

Section 15.04.140- Section 1511.3.1 Roof Recover.

Amend Section 1511.3.1 Roof Recover, and add Subparagraph 5, to read as follows:

1511.3.1, Asphalt Shingle Application- Not more than one overlay of asphalt shingles shall be applied over an existing asphalt shingle roof.

Section 6:

If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 7:

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

PASSED on 1st reading the 20th day of October, 2015.

PASSED on 2nd reading the 3rd day of November, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of November, 2015.

ORDINANCE NO. 29-15

AN ORDINANCE AMENDING CHAPTER 15.02 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2015 INTERNATIONAL RESIDENTIAL BUILDING CODE FOR ONE AND TWO FAMILY DWELLINGS, WITH AMENDMENTS.

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

SECTION 1:

Section 15.02.020 of the Casper Municipal Code is hereby amended to read as follows:

Section 15.02.020. Document adopted by reference -Applicability.

There is hereby adopted by the city for the purpose of prescribing regulations for minimum standards, to safeguard life, health, property and public welfare that certain suggested code known as the 2015 International Residential Code for one and two family dwellings, and the whole thereof, with the exception of Part V, Titled Mechanical, more specifically chapters, chapter 12 through 23, Part V, titled Fuel Gas, more specifically chapter 24, part VII, titled Plumbing, more specifically Chapters 25 thru 33, Part VIII, titled Electrical, more specifically Chapters 34 thru 42, which are hereby repealed, and except such portions as are hereinafter modified, repealed or amended by this chapter, not less than three (3) copies which have been and are now filed within the office of the community development director, and the same are adopted and incorporated as fully as if set at length herein and from the date on which the ordinance from which this chapter is derived shall take effect the provisions thereof shall be the controlling within the limits of the city.

SECTION 2:

The reference in Section 15.02.030 of the Casper Municipal Code is hereby amended to read "2015 edition."

SECTION 3:

Section 15.02.110 of the Casper Municipal Code is hereby amended to read as follows:

Section R302.13, Fire Protection of Floors — Deleted in its entirety.

Section 15.02.120 of the Casper Municipal Code is hereby deleted in it's entirety.

SECTION 4:

If any, section, subsection, sentence, clause, or phrase of this ordinance, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 5:

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

PASSED on 1st reading the 20th day of October, 2015.

PASSED on 2nd reading the 3rd day of November, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of November, 2015.

ORDINANCE NO. 30-15
AN ORDINANCE AMENDING SECTIONS 15.20.020
AND 15.20.030 OF THE CASPER MUNICIPAL CODE,
AND ADOPTING THE 2015 EDITION OF THE
INTERNATIONAL MECHANICAL CODE.

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

Section 1.

The reference to the 2012 International Mechanical Code contained in Sections 15.20.020 and 15.20.030 of the Casper Municipal Code is hereby amended to read "2015 Edition".

Section 2.

If any, section, subsection, sentence, clause, or phrase of this ordinance, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3:

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

PASSED on 1st reading the 20th day of October, 2015.

PASSED on 2nd reading the 3rd day of November, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of November, 2015.

ORDINANCE NO. 31-15
AN ORDINANCE AMENDING CERTAIN SECTIONS
OF CHAPTER 15.24 OF THE CASPER MUNICIPAL
CODE, AND ADOPTING THE 201-2 2015 EDITION OF
THE INTERNATIONAL PLUMBING CODE.

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

Section 1.

The reference to the 2012 International Plumbing Code contained in Sections 15.24.010 and 15.24.020 of the Casper Municipal Code is hereby amended to read "2015 Edition".

Section 2.

The reference to UPC contained in Section 15.24.030 is hereby amended to read International Plumbing Code.

Section 3.

Section 15.24.130- Section amended- Sewer Depth, is hereby amended to read Section 305.4.1.

Section 3:

If any, section, subsection, sentence, clause, or phrase of this ordinance, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4:

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

PASSED on 1st reading the 20th day of October, 2015.

PASSED on 2nd reading the 3rd day of November, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of November, 2015.

ORDINANCE NO. 32-15

AN ORDINANCE AMENDING SECTIONS 15.18.010
AND 15.18.020 OF THE CASPER MUNICIPAL CODE,
AND ADOPTING THE 2015 EDITION OF THE
INTERNATIONAL FUEL GAS CODE.

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

Section 1.

The reference to the 2012 International Fuel Gas Code contained in Sections 15.18.010 and 15.18.020 of the Casper Municipal Code is hereby amended to read "2015 Edition."

Section 2.

If any, section, subsection, sentence, clause, or phrase of this ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3:

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

PASSED on 1st reading the 20th day of October, 2015.

PASSED on 2nd reading the 3rd day of November, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 17th day of November, 2015.

Councilman Mundell presented the six (6) foregoing consent agenda ordinances for adoption, on third reading. Seconded by Council Cathey. Motion passed.

The following ordinance was considered, on second reading, by consent agenda.

ORDINANCE NO. 33-15

AN ORDINANCE APPROVING THE ANNEXATION,
PLAT AND ZONING CREATING THE BETTY LUKER
PARKWAY CAMPUS NO. 3 SUBDIVISION; AND
ALSO APPROVING THE BETTY LUKER PARKWAY
CAMPUS NO. 3 SUBDIVISION AGREEMENT.

Councilman Johnson presented the foregoing one (1) ordinance for adoption, on second reading, by consent agenda. Seconded by Councilman Miller. Motion passed.

Following ordinance read:

ORDINANCE NO. 34-15
AN ORDINANCE AMENDING SECTION 5.08.010 TO
ADD A DEFINITION OF "CONVICTION" FOR
PURPOSES OF CHAPTER 5.08 OF THE CASPER
MUNICIPAL CODE.

Councilman Sandoval presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Mundell.

City Attorney Luben provided a brief report.

All voted aye to approve, on first reading, the ordinance pertaining to alcoholic beverages. Motion passed.

Following ordinance read:

ORDINANCE NO. 35-15
AN ORDINANCE AMENDING CERTAIN SECTIONS
OF CHAPTER 13.20 OF THE CASPER MUNICIPAL
CODE, PERTAINING TO DIVISION III WASTEWATER
-PURPOSE, DEFINITIONS AND ABBREVIATIONS.

Councilman Johnson presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Cathey.

City Manager McDonald provided one report on the four (4) ordinances pertaining to wastewater before Council.

All voted aye to approve, on first reading, the ordinance pertaining to wastewater. Motion passed.

Following ordinance read:

ORDINANCE NO. 36-15
AN ORDINANCE AMENDING CERTAIN SECTIONS
OF CHAPTER 13.32 OF THE CASPER MUNICIPAL
CODE, PERTAINING TO DIVISION III WASTEWATER
— SEWER DISCHARGE REGULATIONS.

Councilman Hopkins presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Cathey.

All voted aye to approve, on first reading, the ordinance pertaining to wastewater. Motion passed.

Following ordinance read:

ORDINANCE NO. 37-15
AN ORDINANCE AMENDING CERTAIN SECTIONS
OF CHAPTER 13.36 OF THE CASPER MUNICIPAL
CODE, PERTAINING TO DIVISION III WASTEWATER
— WASTEWATER DISCHARGE CONDITIONS.

Councilman Sandoval presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Johnson.

All voted aye to approve, on first reading, the ordinance pertaining to wastewater. Motion passed.

Following ordinance read:

ORDINANCE NO. 38-15
AN ORDINANCE AMENDING CERTAIN SECTIONS
OF CHAPTER 13.44 OF THE CASPER MUNICIPAL
CODE, PERTAINING TO DIVISION III WASTEWATER
—VIOLATIONS AND ENFORCEMENT.

Councilman Johnson presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Sandoval.

All voted aye to approve, on first reading, the ordinance pertaining to wastewater. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 15-301
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH FIRST INTERSTATE BANK OF MONTANA
FOR BANKING SERVICES UNDER THE CASH
MANAGEMENT SERVICES MASTER AGREEMENT.

RESOLUTION NO. 15-302
A RESOLUTION ADOPTING THE 2010 NATRONA
COUNTY MULTI-JURISDICTION HAZARDS
MITIGATION PLAN.

RESOLUTION NO. 15-303
A RESOLUTION AUTHORIZING CHANGE ORDER
NO. 3 WITH CASPAR BUILDING SYSTEMS, INC. FOR
THE MIKE SEDAR POOL PROJECT.

RESOLUTION NO. 15-304
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH WYOMING POWER WASH, INC., FOR THE PV
TANK EXTERIOR PAINTING PROJECT.

Councilman Mundell presented the foregoing four (4) resolutions for adoption. Seconded by Councilman Miller. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Cathey, to, by consent minute action, authorize the purchase of one Toro 52" Zero Turn Mower, with options, from Hoods Equipment and Sprinkler, in the amount of \$15,757.90, before trade in allowance. Motion passed.

Pat Sweeney, 951 North Kimball Street, addressed the Council regarding projects and the development of Casper.

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, November 24, 2015; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, December 1, 2015, in the Council Chambers.

Moved by Councilman Mundell, seconded by Councilman Johnson, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 7:45 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Charlie Powell
Mayor

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

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

| | | | |
|-------------------|-------------------|---------------------|--------------------------------|
| 15-10-472 POSTAGE | \$0.58 | | |
| | \$0.58 | Subtotal for Dept. | Balefill |
| 15-10-475 POSTAGE | \$70.04 | | |
| | \$70.04 | Subtotal for Dept. | Casper Events Center |
| 15-10-473 POSTAGE | \$9.60 | | |
| | \$9.60 | Subtotal for Dept. | City Manager |
| 15-10-478 POSTAGE | \$14.68 | | |
| | \$14.68 | Subtotal for Dept. | Fort Caspar |
| 15-10-479 POSTAGE | \$84.10 | | |
| | \$84.10 | Subtotal for Dept. | Health Insurance |
| 15-10-483 POSTAGE | \$21.60 | | |
| | \$21.60 | Subtotal for Dept. | Human Resources |
| 15-09-664 POSTAGE | \$15.18 | | |
| | \$15.18 | Subtotal for Dept. | Metro Animal |
| 15-10-481 POSTAGE | \$465.92 | | |
| | \$465.92 | Subtotal for Dept. | Municipal Court |
| 15-10-487 POSTAGE | \$620.61 | | |
| | \$620.61 | Subtotal for Dept. | Police |
| 15-10-484 POSTAGE | \$16.33 | | |
| | \$16.33 | Subtotal for Dept. | Property & Liability Insurance |
| 15-10-486 POSTAGE | \$28.36 | | |
| | \$28.36 | Subtotal for Dept. | Refuse Collection |
| 15-10-485 POSTAGE | \$2.50 | | |
| | \$2.50 | Subtotal for Dept. | Streets |
| | \$1,349.50 | Subtotal for Vendor | |

AAA LANDSCAPING

| | | | |
|--------------------------|-----------------|---------------------|------------------|
| 9253 LANDSCAPING SERVICE | \$340.00 | | |
| | \$340.00 | Subtotal for Dept. | Balefill |
| 9745 WEED MOWING | \$294.60 | | |
| 9526 WEED MOWING | \$336.01 | | |
| | \$630.61 | Subtotal for Dept. | Code Enforcement |
| | \$970.61 | Subtotal for Vendor | |

ADECCO USA, INC.

| | | | |
|----------------------|-------------------|---------------------|-------------------|
| 67840559 LITTER CREW | \$2,247.30 | | |
| 67849430 LITTER CREW | \$2,366.10 | | |
| | \$4,613.40 | Subtotal for Dept. | Refuse Collection |
| | \$4,613.40 | Subtotal for Vendor | |

ALBANY COUNTY TREASURER

| | | | |
|---------------------------------------|-------------------|---------------------|--------------------------------|
| RIN0026060 FIRE EXP-EQUIP & PERSONNEL | \$3,943.28 | | |
| | \$3,943.28 | Subtotal for Dept. | Property & Liability Insurance |
| | \$3,943.28 | Subtotal for Vendor | |

ALBERTA GIRALDO

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

ALBERTA GIRALDO

| | | |
|------------------------------------|---------|-----------------|
| RIN0026029 INTERPRETER | \$40.00 | |
| RIN0026028 INTERPRETER | \$40.00 | |
| \$80.00 Subtotal for Dept. | | Municipal Court |
| \$80.00 Subtotal for Vendor | | |

ALISA COX

| | | |
|-------------------------------------|---------|-------|
| RIN0026048 BOOT REIMBURSEMENT | \$71.39 | |
| RIN0026036 CLOTHING REIMBURSEMENT | \$34.12 | |
| \$105.51 Subtotal for Dept. | | Parks |
| \$105.51 Subtotal for Vendor | | |

AMERICAN TITLE AGENCY, INC.

| | | |
|------------------------------------|---------|----------|
| 80-114537 O & E 2118 S. JEFFERSON | \$85.00 | |
| \$85.00 Subtotal for Dept. | | Planning |
| \$85.00 Subtotal for Vendor | | |

ANDREEN HUNT CONSTRUCTION, INC.

| | | |
|---------------------------------------|------------|--------------------------------|
| 2677 HAULERS | \$1,997.50 | |
| \$1,997.50 Subtotal for Dept. | | Property & Liability Insurance |
| \$1,997.50 Subtotal for Vendor | | |

ANDREW NELSON

| | | |
|-------------------------------------|----------|-----------------------|
| RIN0026049 TRAVEL EXPENSES | \$110.40 | |
| RIN0026049 TRAVEL EXPENSES | \$11.60 | |
| \$122.00 Subtotal for Dept. | | Metropolitan Planning |
| \$122.00 Subtotal for Vendor | | |

ARROWHEAD HEATING & AIR CONDITIONING

| | | |
|-------------------------------------|----------|----------|
| 6505 HVAC MAINTENANCE | \$180.00 | |
| \$180.00 Subtotal for Dept. | | Balefill |
| \$180.00 Subtotal for Vendor | | |

BETHANY RAVER

| | | |
|------------------------------------|---------|-----------------|
| RIN0026030 INTERPRETER | \$30.00 | |
| RIN0026031 INTERPRETER | \$15.00 | |
| \$45.00 Subtotal for Dept. | | Municipal Court |
| \$45.00 Subtotal for Vendor | | |

BRAIN INJURY ASSOC. OF WYOMING

| | | |
|-------------------------------------|----------|--------------|
| 410 FY16 ONE CENT FUNDING | \$793.50 | |
| \$793.50 Subtotal for Dept. | | One Cent #15 |
| \$793.50 Subtotal for Vendor | | |

BURNS & MCDONNELL ENGINEERING CO., INC.

| | | |
|---------------------------------------|-------------|-------------|
| 78807-15 PLC REPLACEMENTS | \$1,078.00 | |
| 78385-14 CENTRIFUGE INSTALLATION | \$21,693.41 | |
| \$22,771.41 Subtotal for Dept. | | Waste Water |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

BURNS & MCDONNELL ENGINEERING CO., INC.

\$22,771.41 Subtotal for Vendor

CASELLE, INC.

69080 CONTRACT SUPPORT MAINT 12/15

\$75.00

\$75.00 Subtotal for Dept. Finance

\$75.00 Subtotal for Vendor

CASPER AREA TRANSPORTATION COALITION

RIN0026046 CATC - TRIP TICKETS SUBSIDY

\$7,230.00

RIN0026045 CATC - BUS TOKEN SUBSIDY

\$11,625.00

\$18,855.00 Subtotal for Dept. CDBG

\$18,855.00 Subtotal for Vendor

CASPER HOUSING AUTHORITY

58 ADMIN FEES

\$20,260.21

\$20,260.21 Subtotal for Dept. One Cent #15

\$20,260.21 Subtotal for Vendor

CENTRAL WY. SENIOR SVCS., INC.

RIN0026067 RAW FOOD COSTS

\$50,000.00

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

\$50,000.00 Subtotal for Vendor

CENTURYLINK

RIN0026020 PHONE USE

\$74.38

RIN0026020 PHONE USE

\$43.70

\$118.08 Subtotal for Dept. Casper Events Center

RIN0026061 PHONE USE

\$5.18

\$5.18 Subtotal for Dept. Cemetery

RIN0026014 PHONE USE

\$63.37

\$63.37 Subtotal for Dept. City Hall

RIN0026014 PHONE USE

\$65.10

RIN0026020 PHONE USE

\$85.62

\$150.72 Subtotal for Dept. Communications Center

RIN0026020 PHONE USE

\$37.57

\$37.57 Subtotal for Dept. Engineering

RIN0026014 PHONE USE

\$478.62

\$478.62 Subtotal for Dept. Fire

RIN0026014 PHONE USE

\$155.37

\$155.37 Subtotal for Dept. Metro Animal

RIN0026020 PHONE USE

\$43.40

\$43.40 Subtotal for Dept. Municipal Court

RIN0026014 PHONE USE

\$61.32

\$61.32 Subtotal for Dept. Parking

RIN0026020 PHONE USE

\$37.57

\$37.57 Subtotal for Dept. Police

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

CENTURYLINK

RIN0026040 PHONE USE

\$42.61

\$42.61 Subtotal for Dept. Sewer

RIN0026062 PHONE USE

\$44.33

\$44.33 Subtotal for Dept. Waste Water

\$1,238.14 Subtotal for Vendor

CH DIAGNOSTIC & CONSULTING SVC., INC.

20150711 LAB TEST WATERBORNE PARTICLES

\$1,255.00

\$1,255.00 Subtotal for Dept. Water Treatment Plant

\$1,255.00 Subtotal for Vendor

CHECKFREEPAY

74145134 CASE #74145134

\$72.73

\$72.73 Subtotal for Dept. Water

\$72.73 Subtotal for Vendor

CITY OF CASPER

133290 PATTERSON RETIREMENT

\$1,905.00

\$1,905.00 Subtotal for Dept. Council

1338/133493 ALARM LICENSE

\$10.00

\$10.00 Subtotal for Dept. Finance

1341/133496 ALARM LICENSE

\$10.00

\$10.00 Subtotal for Dept. Ice Arena

133601 ALARM LICENSE

\$10.00

133461 ANNUAL BALEFILL USAGE

\$600.00

\$610.00 Subtotal for Dept. Metro Animal

5128/133391 GIS EXPENSES FOR NOVEMBER 2015

\$982.70

5128/133391 GIS EXPENSES FOR NOVEMBER 2015

\$9,350.64

\$10,333.34 Subtotal for Dept. Metropolitan Planning

1342/133500 ALARM LICENSE

\$10.00

\$10.00 Subtotal for Dept. Recreation

\$12,878.34 Subtotal for Vendor

CITY OF CASPER - BALEFILL

247/133449 SANITATION

\$15.00

247/133216 SANITATION

\$208.00

247/133259 SANITATION

\$45.00

247/135024 SANITATION

\$30.00

\$298.00 Subtotal for Dept. Parks

2772/133343 SANITATION

\$5,599.12

2772/133415 SANITATION

\$5,487.80

2772/133302 SANITATION

\$4,852.54

2772/133239 SANITATION

\$5,536.38

2772/135001 SANITATION

\$5,069.48

2772/133286 SANITATION

\$10,993.54

2772/135044 SANITATION

\$4,589.42

2772/133246 SANITATION

\$43,215.00

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

CITY OF CASPER - BALEFILL

2772/133443 SANITATION

\$5,283.10

\$90,626.38 Subtotal for Dept. Refuse Collection

1276/133283 SANITATION

\$131.56

1276/133441 SANITATION

\$151.34

\$282.90 Subtotal for Dept. Waste Water

\$91,207.28 Subtotal for Vendor

CLINT SPARGUR

RIN0026041 BOOT REIMBURSEMENT

\$75.00

\$75.00 Subtotal for Dept. Balefill

\$75.00 Subtotal for Vendor

COLORADO

P25ac9d9e1 UNCLAIMED PROPERTIES

\$111.00

\$111.00 Subtotal for Dept. General Fund

\$111.00 Subtotal for Vendor

COMMUNITY BUILDERS, INC.

2015-480 OCT 2015 SERVICES

\$9,673.00

\$9,673.00 Subtotal for Dept. Council

\$9,673.00 Subtotal for Vendor

COMTRONIX, INC.

44774 SCALEHOUSE DOOR AIPHONE REPAIR

\$132.00

44763 ALARM SERVICE

\$1,152.00

\$1,284.00 Subtotal for Dept. Balefill

\$1,284.00 Subtotal for Vendor

DAVID FERGUSON

RIN0026070 TRAVEL REIMBURSEMENT

\$172.50

\$172.50 Subtotal for Dept. Sewer

\$172.50 Subtotal for Vendor

DAVIDSON FIXED INCOME MGMT.

CM5924 FIXED MGT FEES

\$6,742.80

\$6,742.80 Subtotal for Dept. Finance

\$6,742.80 Subtotal for Vendor

DEAN, ALEC

0025419588 DEPOSIT/CREDIT REFUND

\$44.08

\$44.08 Subtotal for Dept. Water

\$44.08 Subtotal for Vendor

DELL MARKETING LP

XJT9MFT3 TECHNOLOGIES

\$396.22

\$396.22 Subtotal for Dept. City Attorney

XJTF16985 SERVER SOFTWARE

\$1,175.26

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

DELL MARKETING LP

XJRWP6397 TECHNOLOGY

\$1,175.26 Subtotal for Dept. City Manager
\$338.35
\$338.35 Subtotal for Dept. Municipal Court
\$1,909.83 Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN#0026057 DENTAL INSURANCE

\$30,362.57
\$30,362.57 Subtotal for Dept. Health Insurance
\$30,362.57 Subtotal for Vendor

DENNIS FINN

RIN0026042 BOOT REIMBURSEMENT

\$50.84
\$50.84 Subtotal for Dept. Balefill
\$50.84 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

3529 BALER REPAIRS

\$1,200.00

3542 BALER UPGRADES/CONVEYER ACCESS

\$3,450.00

\$4,650.00 Subtotal for Dept. Balefill

3546 MODIFY PAVER TRK

\$1,700.00

\$1,700.00 Subtotal for Dept. Fleet Maintenance

\$6,350.00 Subtotal for Vendor

DPC INDUSTRIES, INC.

727000385-15 CHEMICALS NAHYPO

\$5,576.40

727000362-15 CHEMICALS NAHYPO

\$5,546.94

\$11,123.34 Subtotal for Dept. Water Treatment Plant

\$11,123.34 Subtotal for Vendor

ENDERS, KIM

0025419589 DEPOSIT/CREDIT REFUND

\$48.28

\$48.28 Subtotal for Dept. Water

\$48.28 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1110344 MERCHANT FEES

\$3,998.37

\$3,998.37 Subtotal for Dept. Balefill

REMI1087306 MERCHANT FEES

\$464.89

REMI1093479 MERCHANT FEES

\$1,781.59

REMI1087313 MERCHANT FEES

\$1,472.39

REMI1093473 MERCHANT FEES

\$1,801.49

\$5,520.36 Subtotal for Dept. Casper Events Center

REMI1110348 MERCHANT FEES

\$51.22

\$51.22 Subtotal for Dept. Cemetery

REMI1110347 MERCHANT FEES

\$388.76

\$388.76 Subtotal for Dept. Code Enforcement

REMI1102483 MERCHANT FEES

\$196.34

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

FIRST DATA MERCHANT SVCS CORP.

\$196.34 Subtotal for Dept. Municipal Court
\$10,155.05 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0026025 LOAN SVC FEES

\$15.00

\$15.00 Subtotal for Dept. CDBG

RIN0026022 SERVICE CHARGES

\$803.42

RIN0026021 LOCKBOX FEES

\$2,581.99

\$3,385.41 Subtotal for Dept. Finance

\$3,400.41 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0026037 HOGADON START UP CASH

\$1,700.00

\$1,700.00 Subtotal for Dept. Hogadon

RIN0026052 PETTY CASH - ENGINEERING

\$40.00

RIN0026052 PETTY CASH - ENGINEERING

\$85.30

RIN0026052 PETTY CASH - ENGINEERING

\$7.89

\$133.19 Subtotal for Dept. Engineering

RIN0026052 PETTY CASH - ENGINEERING

\$34.29

\$34.29 Subtotal for Dept. Parking

RIN0026052 PETTY CASH - ENGINEERING

\$50.00

\$50.00 Subtotal for Dept. Refuse Collection

RIN0026052 PETTY CASH - ENGINEERING

\$65.10

\$65.10 Subtotal for Dept. Water

RIN0026052 PETTY CASH - ENGINEERING

\$34.42

RIN0026052 PETTY CASH - ENGINEERING

\$5.95

\$40.37 Subtotal for Dept. Water Treatment Plant

RIN0026071 PETTY CASH - BALEFILL

\$79.92

\$79.92 Subtotal for Dept. Balefill

\$2,102.87 Subtotal for Vendor

FOOD SVCS OF AMERICA

4990857 LETTUCE MILK SALAD BROCCOLI

\$420.09

\$420.09 Subtotal for Dept. Casper Events Center

\$420.09 Subtotal for Vendor

FORT CASPAR MUSEUM ASSOCIATION

RIN0026038 MUSEUM GHOST TOURS

\$950.00

\$950.00 Subtotal for Dept. Fort Caspar

\$950.00 Subtotal for Vendor

FREMONT COUNTY FIRE PROTECTION DIST.

RIN0026033 FIRE EXPENSES

\$11,134.75

\$11,134.75 Subtotal for Dept. Property & Liability Insurance

\$11,134.75 Subtotal for Vendor

GAIL SCHENFISCH

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

GAIL SCHENFISCH

RIN0026027 INTERPRETER

\$54.00

\$54.00 Subtotal for Dept. Municipal Court

\$54.00 Subtotal for Vendor

GEM CITY ROOFING INC.

5778 RETAINAGE 14-64

(\$4,306.90)

(\$4,306.90) Subtotal for Dept. Capital Projects

5778 ROOF REPLACEMENTS PR

\$135,149.00

\$135,149.00 Subtotal for Dept. Life Steps Campus

\$130,842.10 Subtotal for Vendor

GOLDER ASSOCIATES

431486 CLOSED BALEFILL POST CLOSURE E

\$11,062.99

431485 CRL ENV MONITORING/REPORTING P

\$565.00

\$11,627.99 Subtotal for Dept. Balefill

\$11,627.99 Subtotal for Vendor

GSG ARCHITECTURE

1711003 REC CENTER FACILITY UPGRADE 14

\$7,232.50

\$7,232.50 Subtotal for Dept. Casper Recreation Center

1711004 FIRE STATION #6 - DESIGN AND C

\$8,704.65

\$8,704.65 Subtotal for Dept. Fire

\$15,937.15 Subtotal for Vendor

GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.

19 PRE HIRE POLY

\$150.00

\$150.00 Subtotal for Dept. Communications Center

19 PRE HIRE POLY

\$150.00

\$150.00 Subtotal for Dept. Police

\$300.00 Subtotal for Vendor

HASELDEN WYOMING CONSTRUCTORS LLC

1503-0502 RETAINAGE 14-51

(\$12,379.74)

1503-0503 RETANAGE 14-51

(\$21,230.41)

(\$33,610.15) Subtotal for Dept. Capital Projects

1503-0503 REC CENTER FACILITY UPGRADES P

\$212,304.10

1503-0502 REC CENTER FACILITY UPGRADES P

\$123,797.37

\$336,101.47 Subtotal for Dept. Casper Recreation Center

\$302,491.32 Subtotal for Vendor

HEIN-BOND, LLC

15-033 BALER BLDG RENOVATE & EXPANSIO

\$63,009.50

\$63,009.50 Subtotal for Dept. Balefill

\$63,009.50 Subtotal for Vendor

HEWLETT PACKARD

56558300 CREDIT FOR UPS

(\$92.00)

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

HEWLETT PACKARD

| | | | |
|--------------------------|-----------------|----------------------------|----------------------|
| 56552272 UPS | \$92.00 | | |
| | \$0.00 | Subtotal for Dept. | Information Services |
| 56552271 UPS | \$92.00 | | |
| 56321234 COMPUTER | \$246.00 | | |
| | \$338.00 | Subtotal for Dept. | Municipal Court |
| 56537641 DOCKING STATION | \$176.22 | | |
| | \$176.22 | Subtotal for Dept. | Police |
| | \$514.22 | Subtotal for Vendor | |

HEWLETT PACKARD COMPANY

| | | | |
|--------------------------------------|-----------------|----------------------------|---------|
| 56570315 HP LASERJET P3015DN PRINTER | \$813.06 | | |
| | \$813.06 | Subtotal for Dept. | Finance |
| | \$813.06 | Subtotal for Vendor | |

HIGH PLAINS CONSTRUCTION, INC.

| | | | |
|-------------------|--------------------|----------------------------|---------|
| PA1 15-53 HOT MIX | \$11,121.39 | | |
| | \$11,121.39 | Subtotal for Dept. | Streets |
| | \$11,121.39 | Subtotal for Vendor | |

HILSTON APPRAISALS

| | | | |
|---------------------------------------|-------------------|----------------------------|----------|
| D2015-266 CITY PARK LAND IN MESA ADDN | \$1,500.00 | | |
| | \$1,500.00 | Subtotal for Dept. | Planning |
| | \$1,500.00 | Subtotal for Vendor | |

HITEK COMMUNICATIONS

| | | | |
|-----------------------------------|-------------------|----------------------------|------------------|
| 1131 VOIP PHONE SYSTEM AT THE NIC | \$7,345.00 | | |
| | \$7,345.00 | Subtotal for Dept. | Capital Projects |
| | \$7,345.00 | Subtotal for Vendor | |

HOMAX OIL SALES, INC.

| | | | |
|----------------------------------|--------------------|----------------------------|----------|
| 0309092-IN EQUIPMENT MAINTENANCE | \$54.65 | | |
| | \$54.65 | Subtotal for Dept. | Balefill |
| 0310088-IN DIESEL FUEL | \$18,672.89 | | |
| 0310088-IN DIESEL FUEL | \$493.81 | | |
| 0310090-IN UNLEADED FUEL | \$16,600.13 | | |
| 0310088-IN DIESEL FUEL | \$379.53 | | |
| | \$36,146.36 | Subtotal for Dept. | Garage |
| | \$36,201.01 | Subtotal for Vendor | |

HONG, TIFFANY/JERRY

| | | | |
|----------------------------------|----------------|----------------------------|-------|
| 0025378878 DEPOSIT/CREDIT REFUND | \$60.59 | | |
| | \$60.59 | Subtotal for Dept. | Water |
| | \$60.59 | Subtotal for Vendor | |

ITC ELECTRICAL TECHNOLOGIES

| | | | |
|---|--------------------|---------------------------|-------|
| 3448000A01 RELOCATE WHOLESALE WATER METER | \$12,531.11 | | |
| | \$12,531.11 | Subtotal for Dept. | Water |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

ITC ELECTRICAL TECHNOLOGIES

\$12,531.11 Subtotal for Vendor

JAMES MADDOX

RIN0026032 TRAVEL REIMBURSEMENT

\$485.05

\$485.05 Subtotal for Dept. Fire

\$485.05 Subtotal for Vendor

JAMES REED

16413 IMAGE CAPTURE - RIPARIAN GRANT

\$625.00

\$625.00 Subtotal for Dept. Refuse Collection

\$625.00 Subtotal for Vendor

JEREMY STEVENS

RIN0026053 BOOT REIMBURSEMENT

\$75.00

\$75.00 Subtotal for Dept. Waste Water

\$75.00 Subtotal for Vendor

JEREMY TILLER

4275935 TUITION REIMBURSEMENT

\$583.04

\$583.04 Subtotal for Dept. Police

\$583.04 Subtotal for Vendor

JOHN PATTERSON

RIN0026051 REFUND DEPOSIT MILLER HOUSE

\$500.00

\$500.00 Subtotal for Dept. City Hall

\$500.00 Subtotal for Vendor

JOY CLARK

RIN0026024 OYD PARADE ENTRY FEE REIMBURSE

\$60.00

\$60.00 Subtotal for Dept. Planning

\$60.00 Subtotal for Vendor

KARAOUNI, GEORGE

0025378879 DEPOSIT/CREDIT REFUND

\$18.03

\$18.03 Subtotal for Dept. Water

\$18.03 Subtotal for Vendor

KARRATTI, JESSICA

0025378880 DEPOSIT/CREDIT REFUND

\$58.12

\$58.12 Subtotal for Dept. Water

\$58.12 Subtotal for Vendor

KCWY-TV

228480-1 MEDIA SPOTS

\$1,262.25

\$1,262.25 Subtotal for Dept. Hogadon

\$1,262.25 Subtotal for Vendor

KNIFE RIVER/JTL

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

KNIFE RIVER/JTL

| | | |
|------------------------|----------------------------|----------------|
| 126637 W BASE | \$824.50 | |
| 126277 CITY YARD | \$16,409.11 | |
| 126591 W BASE | \$334.53 | |
| 126104 CITY YARD | \$130.50 | |
| 126113 CITY YARD | \$8,071.68 | |
| 126932 3/8 WASHED ROCK | \$53.25 | |
| 126064 PLANT MIX | \$6,656.64 | |
| \$32,480.21 | Subtotal for Dept. | Streets |
| \$32,480.21 | Subtotal for Vendor | |

KUBWATER RESOURCES, INC

| | | |
|------------------------------|----------------------------|--------------------|
| 05286 ZETAG 7593 DRY POLYMER | \$9,680.00 | |
| \$9,680.00 | Subtotal for Dept. | Waste Water |
| \$9,680.00 | Subtotal for Vendor | |

LABOR READY CENTRAL, INC.

| | | |
|--------------------------|----------------------------|-----------------------------|
| 20297222 TEMPORARY LABOR | \$925.93 | |
| 20311425 TEMPORARY LABOR | \$234.14 | |
| 20311426 TEMPORARY LABOR | \$1,252.28 | |
| 20332654 TEMPORARY LABOR | \$85.14 | |
| \$2,497.49 | Subtotal for Dept. | Casper Events Center |
| \$2,497.49 | Subtotal for Vendor | |

LAURA WELLS

| | | |
|-----------------------------|----------------------------|---------------|
| 7119 CLOTHING REIMBURSEMENT | \$372.32 | |
| \$372.32 | Subtotal for Dept. | Police |
| \$372.32 | Subtotal for Vendor | |

LENHART MASON & ASSOC., LLC.

| | | |
|--------------------------------------|----------------------------|----------------|
| 52415 PROFESSIONAL SERVICES RENDERED | \$145.00 | |
| \$145.00 | Subtotal for Dept. | Finance |
| \$145.00 | Subtotal for Vendor | |

LINA

| | | |
|------------------------------|----------------------------|-------------------------|
| RIN#0026056 BENEFITS PAYABLE | \$301.54 | |
| \$301.54 | Subtotal for Dept. | Health Insurance |
| \$301.54 | Subtotal for Vendor | |

LOOKHART, KAINE

| | | |
|----------------------------------|----------------------------|--------------|
| 0025419587 DEPOSIT/CREDIT REFUND | \$47.22 | |
| \$47.22 | Subtotal for Dept. | Water |
| \$47.22 | Subtotal for Vendor | |

LOVELETT, JENNIFER

| | | |
|----------------------------------|----------------------------|--------------|
| 0025419591 DEPOSIT/CREDIT REFUND | \$8.07 | |
| \$8.07 | Subtotal for Dept. | Water |
| \$8.07 | Subtotal for Vendor | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

LSC ENVIRONMENTAL PRODUCTS LLC

30839 NOZZLE FOR POSI-SHELL

\$220.14
\$220.14 Subtotal for Dept. Property & Liability Insurance
\$220.14 Subtotal for Vendor

MANPOWER, INC.

29323520 TEMPORARY LABOR

\$590.99
\$590.99 Subtotal for Dept. Casper Events Center
\$590.99 Subtotal for Vendor

MARK ANDERSON

6270 BOOT REIMBURSEMENT

\$47.24
\$47.24 Subtotal for Dept. Water
\$47.24 Subtotal for Vendor

MCMURRY READY MIX CO.

222130 CONCRETE W 39TH
222058 25TH / COFFMAN
221996 BELAIRE/CUSTER

\$317.50
\$221.00
\$168.75
\$707.25 Subtotal for Dept. Streets
\$707.25 Subtotal for Vendor

MICHAEL BRATVOLD

RIN0026044 TRAINING REIMBURSEMENT

\$86.50
\$86.50 Subtotal for Dept. Balefill
\$86.50 Subtotal for Vendor

MICROSOFT CORPORATION

AP00017611201506 EMAIL ACCOUNTS-E08001K8PY

\$3,498.00
\$3,498.00 Subtotal for Dept. Finance
\$3,498.00 Subtotal for Vendor

MIKE OGDEN

86758702 CLOTHING REIMBURSEMENT

\$252.31
\$252.31 Subtotal for Dept. Police
\$252.31 Subtotal for Vendor

MOTOROLA SOLUTIONS

78320402 MAINT AGREE

\$5,688.62
\$5,688.62 Subtotal for Dept. Communications Center
\$5,688.62 Subtotal for Vendor

NATHAN LANGE

SCY078716 CLOTHING REIMBURSEMENT

\$75.47
\$75.47 Subtotal for Dept. Water
\$75.47 Subtotal for Vendor

NATIONAL BENEFIT SERVICES

516647 PLAN ADMIN FEE

\$9.00

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

NATIONAL BENEFIT SERVICES

\$9.00 Subtotal for Dept. Health Insurance
\$9.00 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

1719 JUVENILE PRISONER CARE OCT 15

\$7,500.00
\$7,500.00 Subtotal for Dept. Police
\$7,500.00 Subtotal for Vendor

NATRONA COUNTY FIRE PROTECTION DISTRICT

RIN0026047 FIRE EXPENSE EMPLOYEE & EQUIP

\$64,550.85
\$64,550.85 Subtotal for Dept. Property & Liability Insurance
\$64,550.85 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

| | | |
|--------------------|-----------------|---------------------------|
| NE41366 UNIFORMS | \$64.95 | |
| NE41612 UNIFORMS | \$146.85 | |
| NE41595 UNIFORMS | \$59.90 | |
| NE41367 UNIFORMS | \$45.95 | |
| NE41438 UNIFORMS | \$39.95 | |
| NE41459 UNIFORMS | \$129.90 | |
| 320911 CREDIT MEMO | (\$471.80) | |
| LN-322941 UNIFORMS | \$83.95 | |
| 320902 CREDIT MEMO | (\$449.85) | |
| NE41617 UNIFORMS | \$64.95 | |
| NE41563 UNIFORMS | \$64.95 | |
| LN-324067 UNIFORMS | \$749.00 | |
| NE41660 UNIFORMS | \$91.90 | |
| NE41659 UNIFORMS | \$109.90 | |
| NE41330 UNIFORMS | \$27.95 | |
| | \$758.45 | Subtotal for Dept. Police |
| | \$758.45 | Subtotal for Vendor |

OLD SCHOOL INVESTMENTS

0025419586 DEPOSIT/CREDIT REFUND

\$23.87
\$23.87 Subtotal for Dept. Water
\$23.87 Subtotal for Vendor

ONE CALL OF WY.

| | | |
|----------------------|-----------------|--------------------------|
| 39649 LOCATE TICKETS | \$269.67 | |
| | \$269.67 | Subtotal for Dept. Sewer |
| 39649 LOCATE TICKETS | \$329.58 | |
| | \$329.58 | Subtotal for Dept. Water |
| | \$599.25 | Subtotal for Vendor |

PACIOLAN, INC.

INV102798-PA SEPTEMBER 2015 EVENUE BILLING

\$4,350.45
\$4,350.45 Subtotal for Dept. Casper Events Center

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

PACIOLAN, INC.

\$4,350.45 Subtotal for Vendor

P-CARD VENDORS

| | | | |
|----------|------------------------|-------------------|-----------------------------|
| 00037027 | SAMS CLUB #6425 | \$77.76 | |
| 00036483 | WW GRAINGER | \$34.13 | |
| 00036697 | NORCO INC | \$192.91 | |
| 00036738 | ATLAS OFFICE PRODUCTS | \$62.72 | |
| 00036448 | AMAZON.COM AMZN.COM/BI | \$99.92 | |
| 00037063 | CASPER WINNELSON CO | \$3,234.56 | |
| 00036907 | CASPER WINNELSON CO | \$42.72 | |
| 00036738 | ATLAS OFFICE PRODUCTS | \$33.20 | |
| 00036650 | SAMS CLUB #6425 | \$125.88 | |
| 00036691 | WW GRAINGER | \$34.13 | |
| | | \$3,937.93 | Subtotal for Dept. Aquatics |
| 00036903 | IN CASPER SAFETY LLC | \$550.00 | |
| 00036612 | BAILEYS ACE HARDWARE | \$118.87 | |
| 00036794 | IN AMERICAN EAGLE CL | \$250.00 | |
| 00036582 | CASPER STAR TRIBUNE | \$371.16 | |
| 00036456 | GCR TIRES #751 | \$584.00 | |
| 00036663 | BEARING BELTCHAIN00244 | \$313.56 | |
| 00036795 | LUBR ENGINEERS INC | \$1,169.20 | |
| 00036535 | HENSLEY BATTERY&ELECTR | \$369.92 | |
| 00036786 | BAILEYS ACE HARDWARE | \$17.98 | |
| 00036943 | FEDEX 18746118 | \$59.42 | |
| 00036661 | MCCOY SALES CORPORATIO | \$21.31 | |
| 00036609 | BAILEYS ACE HARDWARE | \$30.03 | |
| 00036675 | MENARDS CASPER WY | \$11.04 | |
| 00036936 | AIRGAS CENTRAL | \$158.58 | |
| 00036820 | FASTENAL COMPANY01 | \$469.49 | |
| 00036486 | BLOEDORN LUMBER CASPER | \$147.84 | |
| 00036890 | BAILEYS ACE HARDWARE | \$79.96 | |
| 00036196 | SAMS CLUB #6425 | \$180.36 | |
| 00036745 | AIRGAS CENTRAL | \$25.80 | |
| 00036717 | MENARDS CASPER WY | \$225.92 | |
| 00036410 | VALLEY CRAFT INDUSTRIE | \$269.13 | |
| 00036490 | THE HOME DEPOT 6001 | \$396.00 | |
| 00036809 | MENARDS CASPER WY | \$32.97 | |
| 00036667 | WW GRAINGER | \$20.40 | |
| 00036578 | WYOMING MACHINERY CO | \$21.06 | |
| 00036555 | THE WEBSTAUANT STORE | \$249.49 | |
| 00036537 | OREILLY AUTO 00027466 | \$62.16 | |
| 00036963 | BEARING BELTCHAIN00244 | \$333.79 | |
| 00036853 | MENARDS CASPER WY | \$64.26 | |
| 00036921 | WYOMING MACHINERY CO | \$474.45 | |
| 00037009 | SAFETY KLEEN SYSTEMS B | \$8,320.63 | |
| 00037004 | SAMSCLUB #6425 | \$21.40 | |
| 00036788 | SAMSCLUB #6425 | \$101.69 | |
| 00036994 | WYOMING MACHINERY CO | \$470.98 | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

P-CARD VENDORS

| | | | |
|----------|------------------------|--------------------|------------------------------------|
| 00036885 | BAILEYS ACE HARDWARE | \$79.85 | |
| 00036607 | AIRGAS CENTRAL | \$25.00 | |
| | | \$16,097.70 | Subtotal for Dept. Balefill |
| 00036451 | LONG BLDG. TECHNOLOGIE | \$2,315.98 | |
| 00036458 | CASPER FIRE EXTINGUISH | \$239.88 | |
| 00036464 | NORCO INC | \$86.68 | |
| 00036514 | BLOEDORN LUMBER CASPER | \$20.48 | |
| 00037199 | CRUM ELECTRIC SUPPLY C | \$46.13 | |
| 00037196 | SHEET METAL SPECIALTIE | \$47.98 | |
| 00037195 | CASPER WINNELSON CO | \$45.93 | |
| 00036409 | MENARDS CASPER WY | \$2.89 | |
| 00036960 | WW GRAINGER | \$23.54 | |
| 00036734 | BLOEDORN LUMBER CASPER | \$31.52 | |
| 00036891 | BLOEDORN LUMBER CASPER | \$16.47 | |
| 00036764 | SHERWIN WILLIAMS #3439 | \$41.79 | |
| 00037132 | WW GRAINGER | \$27.58 | |
| 00037129 | CRUM ELECTRIC SUPPLY C | \$72.01 | |
| 00037022 | HOSE & RUBBER SUPPLY | \$571.31 | |
| 00036726 | BLOEDORN LUMBER CASPER | \$8.28 | |
| 00036766 | NORCO INC | \$699.45 | |
| 00036845 | CRUM ELECTRIC SUPPLY C | \$53.60 | |
| 00036574 | WOODWORKERS SUPPLY, IN | \$3.21 | |
| 00036913 | PRAIRIE PELLA WYOMING | \$267.64 | |
| 00036944 | HOSE & RUBBER SUPPLY | \$11.43 | |
| 00036711 | DIAMOND VOGEL PAINT #7 | \$46.18 | |
| 00037092 | DIAMOND VOGEL PAINT #7 | \$137.66 | |
| 00037180 | PRAIRIE PELLA WYOMING | \$608.06 | |
| 00036548 | WW GRAINGER | \$26.78 | |
| 00036589 | BLOEDORN LUMBER CASPER | \$19.04 | |
| 00036546 | BRIDGER STEEL CASPER | \$57.64 | |
| 00036685 | PRAIRIE PELLA WYOMING | \$63.25 | |
| 00036881 | DAVIDSON MECHANICAL, I | \$70.00 | |
| 00036648 | CASPER WINNELSON CO | \$21.00 | |
| 00036857 | TOP OFFICE PRODUCTS IN | \$33.50 | |
| 00036810 | CASPER WINNELSON CO | \$118.76 | |
| 00036617 | FASTENAL COMPANY01 | \$24.28 | |
| 00036440 | SQ ATLANTIC ELECTRIC, | \$249.42 | |
| 00037093 | SHERWIN WILLIAMS #3439 | \$25.22 | |
| 00037013 | WW GRAINGER | \$15.73 | |
| 00036749 | BLOEDORN LUMBER CASPER | \$39.92 | |
| 00036989 | BLOEDORN LUMBER CASPER | \$11.23 | |
| 00037159 | SHEET METAL SPECIALTIE | \$22.50 | |
| 00036526 | CASPER WINNELSON CO | \$32.95 | |
| 00036521 | BLOEDORN LUMBER CASPER | \$2.55 | |
| 00037033 | CASPER WINNELSON CO | \$25.64 | |
| 00036790 | BLOEDORN LUMBER CASPER | \$4.31 | |
| 00036991 | APPLIED IND TECH 2733 | \$116.31 | |
| 00036846 | BLOEDORN LUMBER CASPER | \$19.79 | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

P-CARD VENDORS

| | | | | |
|----------|------------------------|-------------------|---------------------------|------------------------------|
| | | \$6,425.50 | Subtotal for Dept. | Buildings And Grounds |
| 00036253 | CPS DISTRIBUTORS INC C | \$405.00 | | |
| 00036572 | KONE INC. | \$2,300.00 | | |
| 00036285 | THE HOME DEPOT 6001 | \$35.68 | | |
| | | \$2,740.68 | Subtotal for Dept. | Capital Projects |
| 00036880 | USPS 57155809430310940 | \$11.09 | | |
| 00036491 | ALSCO SLCAS | \$861.10 | | |
| 00036800 | CASPER STAR TRIBUNE | \$1,548.00 | | |
| 00036547 | FINANCIAL SERVICES | \$749.00 | | |
| 00036529 | WW GRAINGER | \$30.00 | | |
| 00036211 | NORCO INC | \$259.84 | | |
| 00036767 | PROCORP IMAGES, INC. | \$1,115.00 | | |
| 00036585 | AGP PROPANE SERVICES | \$268.17 | | |
| 00036647 | CHARTER COMM | \$283.35 | | |
| 00036404 | WM SUPERCENTER #1617 | \$69.60 | | |
| 00036583 | SAMS CLUB #6425 | \$42.32 | | |
| 00035719 | SAMSCLUB #6425 | \$45.00 | | |
| 00036740 | CASPER STAR TRIBUNE | \$150.00 | | |
| 00036404 | WM SUPERCENTER #1617 | \$89.04 | | |
| | | \$5,521.51 | Subtotal for Dept. | Casper Events Center |
| 00036301 | ATLAS OFFICE PRODUCTS | \$121.99 | | |
| 00036653 | FLAG FOR CEMETERY | \$48.00 | | |
| 00036751 | ALL OUT FIRE EXTINGUIS | \$135.00 | | |
| 00036356 | DOLRTREE 3288 00032888 | \$6.00 | | |
| | | \$310.99 | Subtotal for Dept. | Cemetery |
| 00037054 | ATLAS OFFICE PRODUCTS | \$74.09 | | |
| 00036672 | THOMSON WEST TCD | \$87.39 | | |
| 00036678 | THOMSON WEST TCD | \$1,122.57 | | |
| | | \$1,284.05 | Subtotal for Dept. | City Attorney |
| 00036832 | LA COCINA | \$11.92 | | |
| 00036899 | CPU VENTURE TECH NETWO | \$330.00 | | |
| 00036538 | REI MATTHEW BENDER &CO | \$119.43 | | |
| 00037003 | ATLAS OFFICE PRODUCTS | \$72.71 | | |
| 00036755 | BLOEDORN LUMBER CASPER | \$457.50 | | |
| | | \$991.56 | Subtotal for Dept. | City Manager |
| 00036299 | IN EXPRESS PRINTING C | \$122.40 | | |
| 00036562 | AMBI MAIL AND MARKETIN | \$323.00 | | |
| 00036930 | VZWRLSS MY VZ VB P | \$44.30 | | |
| 00036700 | AMBI MAIL AND MARKETIN | \$343.00 | | |
| 00036973 | ATLAS OFFICE PRODUCTS | \$27.15 | | |
| 00037091 | ATLAS OFFICE PRODUCTS | \$43.76 | | |
| | | \$903.61 | Subtotal for Dept. | Code Enforcement |
| 00036354 | CHARTER COMM | \$76.93 | | |
| 00036385 | GUS GLOBALSTAR USA | \$113.88 | | |
| 00036366 | AT&T 0512212711001 | \$40.75 | | |
| | | \$231.56 | Subtotal for Dept. | Communications Center |
| 00036513 | CASPER STAR TRIBUNE | \$52.50 | | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

P-CARD VENDORS

| | | | | |
|----------|--------------------------------|-------------------|---------------------------|--------------------|
| 00036932 | CASPER STAR TRIBUNE | \$469.40 | | |
| 00037041 | DON JUAN MEX RESTAURAN | \$36.98 | | |
| 00036566 | CASPER STAR TRIBUNE | \$116.20 | | |
| 00036988 | EGGINGTONS | \$78.43 | | |
| 00036887 | EGGINGTONS | \$29.40 | | |
| 00036817 | CLAIM ADJ/HILTON GARDEN I - C | (\$563.64) | | |
| 00036953 | CASPER STAR TRIBUNE | \$2,464.56 | | |
| 00034004 | HILTON GARDEN INN | \$183.75 | | |
| 00036803 | SUBWAY 03116324 | \$22.50 | | |
| 00036604 | RIDLEY'S 1132 | \$23.86 | | |
| 00033994 | HILTON GARDEN INN | \$563.64 | | |
| 00036635 | SQ GREAT HARVEST BAKE | \$32.00 | | |
| 00036832 | LA COCINA | \$11.93 | | |
| 00036559 | CASPER STAR TRIBUNE | \$722.00 | | |
| 00036760 | CLAIM ADJ/HILTON GARDEN I - Cr | (\$183.75) | | |
| | | \$4,059.76 | Subtotal for Dept. | Council |
| 00036544 | XEROX CORPORATION/RBO | \$26.62 | | |
| 00036505 | XEROX CORPORATION/RBO | \$126.83 | | |
| | | \$153.45 | Subtotal for Dept. | Engineering |
| 00036750 | ATLAS OFFICE PRODUCTS | \$182.96 | | |
| 00035979 | FREDPRYOR CAREERTRACK | \$199.00 | | |
| 00036477 | ATLAS OFFICE PRODUCTS | \$67.86 | | |
| 00037010 | MOUNTAIN STATES LITHOG | \$427.85 | | |
| 00036406 | NSG GALETON GLOVES | \$211.88 | | |
| 00036601 | ATLAS OFFICE PRODUCTS | \$4.79 | | |
| 00036750 | ATLAS OFFICE PRODUCTS | \$198.52 | | |
| 00036950 | CPU VENTURE TECH NETWO | \$574.00 | | |
| 00037162 | B & B RUBBER STAMP SHO | \$22.50 | | |
| 00037155 | ATLAS OFFICE PRODUCTS | \$104.93 | | |
| 00036122 | SCANCORPORATION.COM | \$125.00 | | |
| 00037016 | AP TECHNOLOGY | \$175.00 | | |
| 00037015 | IN PEDENS INC. | \$12.00 | | |
| 00036930 | VZWRLSS MY VZ VB P | \$22.15 | | |
| | | \$2,328.44 | Subtotal for Dept. | Finance |
| 00036534 | LITTLE CAESARS 1989 00 | \$64.14 | | |
| 00036712 | IN JOHNSON ROBERTS & | \$17.00 | | |
| 00036777 | STONEHOUSE COLLECTION | \$124.11 | | |
| 00036687 | IN JOHNSON ROBERTS & | \$28.00 | | |
| 00037011 | THE WONDER BAR | \$53.84 | | |
| 00036674 | WIRELESS ADVANCED COMM | \$278.00 | | |
| 00037017 | COWBOY AUTO SPA | \$10.00 | | |
| | | \$575.09 | Subtotal for Dept. | Fire |
| 00036492 | GOODYEAR COMMERCIAL TI | \$3,145.08 | | |
| 00036511 | JACKS TRUCK/CORE CREDIT | (\$75.00) | | |
| 00036690 | GREINER MOTOR COMPANY | \$97.89 | | |
| 00036651 | ASAP RADIATOR AND SUPP | \$178.95 | | |
| 00036586 | JACKS /AIR RESTRICTION VALVE | \$29.63 | | |
| 00037087 | BLOEDORN LUMBER CASPER | \$1,129.28 | | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

P-CARD VENDORS

| | | |
|---------------------------------------|---------------------|---|
| 00036568 JACKS TRUCK AND EQUIPMT | \$215.44 | |
| 00036532 HOSE & RUBBER SUPPLY | \$2.73 | |
| 00036495 BEARING BELTCHAIN00244 | \$4.10 | |
| 00036588 BAILEYS ACE HARDWARE | \$1.99 | |
| 00036581 AMERI-TECH/ROLLER ASY | \$619.19 | |
| 00035295 OREILLY AUTO 00027466 | \$8.18 | |
| 00036930 VZWRLSS MY VZ VB P | \$22.15 | |
| 00036413 CMI-TECO | \$398.48 | |
| 00035332 OREILLY AUTO 00027466 | \$61.99 | |
| 00036411 WW GRAINGER | \$3.03 | |
| 00036515 CASPER STAR TRIBUNE | \$421.48 | |
| 00036432 FREMONT MOTOR CASPER I | \$290.70 | |
| 00036470 WW GRAINGER | \$12.74 | |
| 00036539 CENTRAL TRUCK & DIESEL | \$100.00 | |
| | \$6,668.03 | Subtotal for Dept. Fleet Maintenance |
| 00036884 FEDEXOFFICE 00009423 | \$295.80 | |
| 00037064 FEDEXOFFICE 00009423 | \$200.00 | |
| 00036768 FEDEXOFFICE 00009423 | \$16.25 | |
| | \$512.05 | Subtotal for Dept. Fort Caspar |
| 00036550 JACKS TRUCK AND EQUIPMT | \$282.88 | |
| 00036418 APPLIED IND TECH 2733 | \$251.64 | |
| 00036540 CMI-TECO | \$423.56 | |
| 00036467 WW GRAINGER | \$101.76 | |
| 00036498 JACKS TRUCK AND EQUIPMT | \$182.20 | |
| | \$1,242.04 | Subtotal for Dept. Garage |
| 00036649 K & M INTERNATIONAL IN | \$553.00 | |
| | \$553.00 | Subtotal for Dept. General Fund |
| 00036603 COMPRESSION LEASING SV | \$734.00 | |
| 00036847 CPS DISTRIBUTORS INC C | \$23.26 | |
| 00036863 R & R REST STOPS | \$755.13 | |
| 00037067 CASPER WINNELSON CO | \$187.13 | |
| 00036900 SP DENVER 1417 | \$800.00 | |
| | \$2,499.52 | Subtotal for Dept. Golf Course |
| 00035707 LASXPRESS - Credit | (\$18.00) | |
| 00036701 ATLAS OFFICE PRODUCTS | \$2.39 | |
| 00035537 LRP CONFERENCES LLC - Credit | (\$1,025.00) | |
| | (\$1,040.61) | Subtotal for Dept. Health Insurance |
| 00036836 THE HOME DEPOT 6001 | \$79.90 | |
| 00036732 WW GRAINGER | \$45.80 | |
| 00036692 THE HOME DEPOT 6001 | \$215.81 | |
| 00036727 CASPER STAR TRIBUNE | \$1,250.00 | |
| 00036639 BLOEDORN LUMBER CASPER | \$623.28 | |
| 00036628 BEARDSLEY SAM STABLE | \$88.00 | |
| 00035646 NOLAND FEED INC. | \$220.00 | |
| 00036549 COMMUNICATION TECHNOLO | \$196.00 | |
| 00036689 STOTZ EQUIPMENT | \$152.17 | |
| 00036971 THE HOME DEPOT 6001 | \$196.76 | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

P-CARD VENDORS

| | | | | |
|----------|------------------------|--------------------|---------------------------|------------------------|
| 00036744 | HOMEDEPOT.COM | \$189.00 | | |
| 00036797 | KNIGHT EQUIPMENT | \$1,800.00 | | |
| 00036919 | HOMEDEPOT.COM | \$189.81 | | |
| 00036912 | SNOMAX LLC | \$919.73 | | |
| 00036904 | MURDOCH'S RANCH & HOME | \$8.25 | | |
| 00036340 | SNOMAX LLC | \$6,230.46 | | |
| 00036982 | MENARDS CASPER WY | \$22.58 | | |
| 00036928 | MOUNTAIN SPORTS | \$281.25 | | |
| 00037081 | STAPLES 00114181 | \$92.98 | | |
| 00036883 | THE HOME DEPOT 6001 | \$1,432.00 | | |
| 00036463 | NORCO INC | \$514.22 | | |
| 00036408 | ALL OUT FIRE EXTINGUIS | \$1,201.20 | | |
| 00036986 | COMMUNICATION TECHNOLO | \$245.00 | | |
| 00036864 | THE HOME DEPOT 6001 | \$33.98 | | |
| 00036992 | CPU VENTURE TECH NETWO | \$238.00 | | |
| 00036970 | BOBCAT OF CASPER | \$69.98 | | |
| 00037006 | BOBCAT OF CASPER | \$77.72 | | |
| 00037035 | THE HOME DEPOT 6001 | \$299.32 | | |
| 00036752 | WW GRAINGER | \$81.58 | | |
| 00036930 | VZWLSS MY VZ VB P | \$22.15 | | |
| 00036457 | AGP PROPANE SERVICES | \$185.00 | | |
| 00037035 | THE HOME DEPOT 6001 | \$1,132.68 | | |
| | | \$18,334.61 | Subtotal for Dept. | Hogadon |
| 00036312 | AMAZON.COM | \$178.71 | | |
| 00036911 | CPU VENTURE TECH NETWO | \$140.00 | | |
| 00035197 | ADOBE CREATIVE CLOUD | \$73.48 | | |
| 00036590 | ADOBE | \$104.97 | | |
| 00036747 | STAPLES 00114181 | \$138.30 | | |
| 00036716 | ABSO | \$1,548.95 | | |
| 00036701 | ATLAS OFFICE PRODUCTS | \$263.80 | | |
| 00036423 | MOUNTAIN STATES LITHOG | \$62.70 | | |
| 00036927 | SUBWAY 03116324 | \$7.88 | | |
| 00035234 | ADOBE PS CREATIVE CLD | \$31.49 | | |
| 00036274 | SUBWAY 03116324 | \$3.94 | | |
| 00036461 | ATLAS OFFICE PRODUCTS | \$28.37 | | |
| 00035136 | MOUNTAIN STATES LITHOG | \$63.15 | | |
| 00036997 | NEGOV | \$7,605.00 | | |
| 00036405 | IN POWDER RIVER SHRED | \$75.00 | | |
| | | \$10,325.74 | Subtotal for Dept. | Human Resources |
| 00036339 | WM SUPERCENTER #1617 | \$15.12 | | |
| 00036488 | WAL-MART #1617 | \$10.53 | | |
| 00036480 | SAMS INTERNET | \$282.63 | | |
| 00036250 | CPU VENTURE TECH NETWO | \$638.99 | | |
| 00036504 | AMAZON MKTPLACE PMTS | \$234.28 | | |
| 00036666 | DOLRTREE 3288 00032888 | \$21.00 | | |
| 00036480 | SAMS INTERNET | \$38.74 | | |
| 00036224 | HENSLEY BATTERY&ELECTR | \$59.45 | | |
| 00036706 | SAMS INTERNET | \$33.84 | | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

P-CARD VENDORS

| | | |
|---------------------------------------|--------------------|---|
| 00036396 STAPLES 00114181 | \$8.49 | |
| 00037058 SAMSClub #6425 | \$7.47 | |
| 00036706 SAMS INTERNET | \$98.84 | |
| 00037089 WAL-MART #1617 | \$17.16 | |
| 00036210 BAILEYS ACE HARDWARE | \$4.99 | |
| 00036821 SQ PAPA JOHNS | \$381.55 | |
| | \$1,853.08 | Subtotal for Dept. Ice Arena |
| 00036664 SAMSClub #6425 | \$58.68 | |
| 00036576 CRUM ELECTRIC SUPPLY C | \$45.81 | |
| | \$104.49 | Subtotal for Dept. Information Services |
| 00036247 AVID PETTRAC | \$1,187.50 | |
| 00036517 NORCO INC | \$189.68 | |
| 00036007 RESPOND FIRST AID OF W | \$107.45 | |
| 00036561 CAMPBELL PET CO - ONLI | \$544.56 | |
| 00036259 COCA COLA BOTTLING CO | \$14.50 | |
| 00036417 ATLAS OFFICE PRODUCTS | \$401.08 | |
| 00036162 BAILEYS ACE HARDWARE | \$30.42 | |
| 00036264 VZWRLSS APOCC VISB | \$378.49 | |
| 00036644 IN EXPRESS PRINTING C | \$58.00 | |
| 00036157 ATLAS OFFICE PRODUCTS | \$185.00 | |
| 00035852 PETCO 1456 63514566 | \$31.97 | |
| 00035635 WAL-MART #1617 - Credit | (\$50.25) | |
| 00036709 CAMPBELL PET CO - WHOL | \$858.37 | |
| 00035644 WAL-MART #1617 | \$47.86 | |
| 00036424 BAILEYS ACE HARDWARE | \$4.67 | |
| 00036614 SQ SPAY DOC | \$180.00 | |
| 00037032 CASPER WINNELSON CO | \$3,977.69 | |
| 00035640 WAL-MART #1617 | \$50.25 | |
| 00035847 NORCO INC | \$81.10 | |
| 00035773 CASPER FIRE EXTINGUISH | \$26.35 | |
| 00037037 CASPER WINNELSON CO - Credit | (\$100.00) | |
| 00035947 SUTHERLANDS 2219 | \$582.00 | |
| 00035930 R & R REST STOPS | \$48.21 | |
| 00036626 SQ SPAY DOC | \$1,810.00 | |
| 00035881 WYOMING WORK WAREHOUSE | \$86.97 | |
| 00035835 WYOMING WORK WAREHOUSE | \$149.05 | |
| 00035828 WYOMING WORK WAREHOUSE | \$97.95 | |
| 00036643 BEST FRIENDS VETERINAR | \$570.48 | |
| | \$11,549.35 | Subtotal for Dept. Metro Animal |
| 00036796 CASPER STAR TRIBUNE | \$49.95 | |
| 00036796 LOCAL MATCH | \$5.25 | |
| | \$55.20 | Subtotal for Dept. Metropolitan Planning |
| 00036407 IN POWDER RIVER SHRED | \$21.00 | |
| 00036981 SQ ATLANTIC ELECTRIC, | \$151.79 | |
| 00036775 REI MATTHEW BENDER &CO | \$207.86 | |
| 00037062 BLOEDORN LUMBER CASPER | \$102.32 | |
| 00036901 TI TASER INTL | \$370.00 | |
| 00036851 TOP OFFICE PRODUCTS IN | \$58.63 | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

P-CARD VENDORS

| | | |
|-------------------------------------|-----------------|---|
| 00036902 ATLAS OFFICE PRODUCTS | \$83.67 | |
| | \$995.27 | Subtotal for Dept. Municipal Court |
| 00036449 SQ ATLANTIC ELECTRIC, | \$177.97 | |
| | \$177.97 | Subtotal for Dept. Parking |
| 00036765 IN TIM FORCE TIN SHOP | \$290.00 | |
| 00036728 BLOEDORN LUMBER CASPER | \$10.79 | |
| 00036657 CPS DISTRIBUTORS INC C | \$8.39 | |
| 00036613 MFG SUPPLY | \$41.89 | |
| 00036951 HARBOR FREIGHT TOOLS 3 | \$32.97 | |
| 00036869 SUTHERLANDS 2219 | \$210.48 | |
| 00036640 CASPER CONTRACTORS SUP | \$178.88 | |
| 00036288 QUALITY OFFICE SOLUTIO | \$90.18 | |
| 00036861 NORCO INC | \$81.48 | |
| 00036858 WW GRAINGER | \$29.54 | |
| 00036897 MIRACLE RECREATION | \$1,229.51 | |
| 00036610 CPS DISTRIBUTORS INC C | \$59.62 | |
| 00037000 NOLAND FEED INC. | \$56.00 | |
| 00036975 SUTHERLANDS 2219 | \$11.99 | |
| 00036889 STAPLES 00114181 | \$20.98 | |
| 00036896 MENARDS CASPER WY | \$34.82 | |
| 00036770 MENARDS CASPER WY | \$64.08 | |
| 00036843 CRESCENT ELECTRIC 103 | \$57.76 | |
| 00037043 HOBBY-LOBBY #0233 | \$56.43 | |
| 00036791 THE HOME DEPOT 6001 | \$43.71 | |
| 00036779 SEARS ROEBUCK 2341 | \$189.98 | |
| 00037065 WM SUPERCENTER #1617 | \$19.02 | |
| 00036497 JOHNNY APPLESEED, INC. | \$10,924.00 | |
| 00037161 NORCO INC | \$116.42 | |
| 00036696 LIGHTORAMAI | \$99.95 | |
| 00037073 MENARDS CASPER WY | \$66.94 | |
| 00036257 AMAZON DIGITAL SVC | \$1.29 | |
| 00037019 MENARDS CASPER WY - Credit | (\$15.68) | |
| 00036287 BAILEYS ACE HARDWARE | \$1.50 | |
| 00037074 WAL-MART #1617 | \$9.96 | |
| 00036946 CPS DISTRIBUTORS INC C | \$101.09 | |
| 00036915 COMPRESSION LEASING SV | \$695.50 | |
| 00036934 WM SUPERCENTER #1617 | \$7.48 | |
| 00036569 MENARDS CASPER WY | \$101.40 | |
| 00036713 LIGHTORAMAI | \$100.00 | |
| 00036393 AMAZON DIGITAL SVCS AM | \$5.16 | |
| 00036584 AMAZON DIGITAL SVCS | \$4.56 | |
| 00036373 LIGHTORAMAI | \$16.96 | |
| 00036602 CPS DISTRIBUTORS INC C | \$3.91 | |
| 00036416 WW GRAINGER | \$21.92 | |
| 00036394 LEADERSHIP BOOK | \$17.77 | |
| 00036476 WW GRAINGER | \$81.05 | |
| 00036592 CPS DISTRIBUTORS INC C | \$28.92 | |
| 00036256 CPS DISTRIBUTORS INC C | \$39.78 | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

P-CARD VENDORS

| | | | |
|----------|--------------------------------|--------------------|--|
| 00036321 | THE HOME DEPOT 6001 | \$299.00 | |
| 00036353 | BAILEYS ACE HARDWARE | \$11.61 | |
| 00036645 | TRACTOR SUPPLY CO #199 | \$449.91 | |
| 00036653 | KISTLER TENT AND AWNIN | \$67.50 | |
| 00036397 | TRACTOR SUPPLY CO #199 | \$11.98 | |
| 00036399 | MENARDS CASPER WY | \$19.79 | |
| 00036377 | THE HOME DEPOT 6001 | \$36.35 | |
| 00036965 | BAILEYS ACE HARDWARE | \$44.96 | |
| 00036508 | TOP OFFICE PRODUCTS IN | \$82.84 | |
| 00036705 | EB 2016 COMMERCIAL PE | \$255.00 | |
| 00036686 | CPS DISTRIBUTORS INC C | \$33.94 | |
| 00036694 | NORCO INC | \$204.86 | |
| 00036910 | BAILEYS ACE HARDWARE | \$7.99 | |
| 00036462 | ATLAS OFFICE PRODUCTS | \$12.52 | |
| 00036719 | ATLAS OFFICE PRODUCTS | \$22.65 | |
| 00036930 | VZWRLSS MY VZ VB P | \$145.14 | |
| | | \$16,954.42 | Subtotal for Dept. Parks |
| 00036220 | AMAZON MKTPLACE PMTS | \$159.95 | |
| 00036367 | INTL SOC ARBORICULTURE | \$350.00 | |
| | | \$509.95 | Subtotal for Dept. Perpetual Care |
| 00036556 | CASPER STAR TRIBUNE | \$281.00 | |
| 00036940 | CASPER STAR TRIBUNE | \$48.10 | |
| 00036938 | ATLAS OFFICE PRODUCTS | \$43.76 | |
| 00036562 | AMBI MAIL AND MARKETIN | \$96.00 | |
| 00036969 | QUALITY OFFICE SOLUTIO | \$151.60 | |
| 00036656 | RICOH USA, INC | \$173.43 | |
| 00036358 | DOUGH ENTERPRISES LLC | \$9.12 | |
| 00036249 | CASPER STAR TRIBUNE | \$43.05 | |
| 00037156 | ATLAS OFFICE PRODUCTS - Credit | (\$43.76) | |
| 00036392 | ALBERTSONS | \$54.23 | |
| 00036300 | ATLAS REPRODUCTION | \$9.00 | |
| 00036334 | ATLAS OFFICE PRODUCTS | \$61.90 | |
| 00036925 | CASPER STAR TRIBUNE | \$740.00 | |
| | | \$1,667.43 | Subtotal for Dept. Planning |
| 00036618 | IN POWDER RIVER SHRED | \$105.00 | |
| 00036489 | QUALITY OFFICE SOLUTIO | \$376.93 | |
| 00036365 | IN JERRY POST, PSY.D. | \$900.00 | |
| 00036382 | SUTHERLANDS 2219 | \$4.99 | |
| 00036342 | COCA COLA BOTTLING CO | \$89.50 | |
| 00036447 | RICOH USA, INC | \$754.46 | |
| 00036487 | FEDEX 96646860 | \$3.12 | |
| 00036658 | CPU VENTURE TECH NETWO | \$14.95 | |
| 00036558 | PILOT 00007641 | \$23.88 | |
| 00036383 | GALLS HQ | \$795.84 | |
| 00036579 | R & R REST STOPS | \$138.92 | |
| 00036552 | DENNY'S #8826 | \$14.85 | |
| 00036502 | DENNY'S #8825 | \$13.37 | |
| 00036335 | INT CERTIFIED BALANCE | \$109.00 | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

P-CARD VENDORS

| | | |
|----------------------------------|-------------------|--|
| 00036266 ACTION TARGET | \$470.50 | |
| 00036295 MAVERIK #426 | \$18.27 | |
| 00036587 SAMS CLUB #6425 | \$128.80 | |
| 00036580 MINUTEKEY 800.539.7571 | \$8.40 | |
| 00036293 CHIPOTLE 1014 | \$22.68 | |
| | \$3,993.46 | Subtotal for Dept. Police |
| 00036979 IN AMERICAN EAGLE CL | \$805.00 | |
| 00036867 IN AMERICAN EAGLE CL | \$805.00 | |
| 00037021 J J KELLER & ASSOCIATE | \$2,195.00 | |
| 00036695 URGENT CARE OF CASPER | \$1,623.00 | |
| 00036806 IN AMERICAN EAGLE CL | \$805.00 | |
| | \$6,233.00 | Subtotal for Dept. Property & Liability Insurance |
| 00037027 SAMS CLUB #6425 | \$64.88 | |
| 00036682 SAMS CLUB #6425 | \$38.59 | |
| 00036805 NORCO INC | \$1,085.69 | |
| 00036738 ATLAS OFFICE PRODUCTS | \$62.71 | |
| 00036380 TARGET 00001644 | \$24.50 | |
| 00036533 TARGET 00001644 | \$21.37 | |
| 00036600 IN PEDENS INC. | \$30.00 | |
| 00036554 REVDANCE/TENTH HOUSE | \$553.83 | |
| 00036844 LIBERTS | \$49.84 | |
| 00036738 ATLAS OFFICE PRODUCTS | \$62.71 | |
| 00036341 SAMS CLUB #6425 | \$44.36 | |
| | \$2,038.48 | Subtotal for Dept. Recreation |
| 00036735 BARGREEN WYOMING 25 | \$54.00 | |
| 00036826 WM SUPERCENTER #1617 | \$33.54 | |
| 00036465 WYOMING STEEL AND RECY | \$5,582.70 | |
| 00036494 CASPER TIRE 0000705 | \$65.00 | |
| 00036886 WAL-MART #1617 - Credit | (\$14.64) | |
| 00036923 BLOEDORN LUMBER CASPER | \$199.70 | |
| 00036784 BARGREEN WYOMING 25 | \$77.42 | |
| 00036936 AIRGAS CENTRAL | \$158.58 | |
| 00036788 SAMSCLUB #6425 | \$101.69 | |
| 00036825 SUTHERLANDS 2219 | \$41.04 | |
| 00036825 SUTHERLANDS 2219 | \$30.23 | |
| | \$6,329.26 | Subtotal for Dept. Refuse Collection |
| 00036930 VZWRLSS MY VZ VB P | \$22.15 | |
| 00036242 CRETEX CONCRETE PRODUC | \$99.20 | |
| 00036631 THE AIRPORT SHUTTLE IN | \$1.00 | |
| 00036194 WM SUPERCENTER #1617 | \$108.00 | |
| 00036662 WYOMING RENTS LLC | \$147.00 | |
| 00036500 THE HOME DEPOT 6001 | \$35.57 | |
| 00036627 LITTLE CAESARS 1989 00 | \$38.95 | |
| 00036655 CASPER CONTRACTORS SUP | \$61.98 | |
| 00036677 WYOMING RENTS LLC | \$7.25 | |
| 00036308 ALSCO SLCAS | \$216.88 | |
| 00036368 DANA KEPNER CO. | \$809.58 | |
| 00036679 THE AIRPORT SHUTTLE IN | \$1.00 | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

P-CARD VENDORS

| | | | |
|----------|--------------------------------|-------------------|--|
| 00036606 | MICHAELSFENCE&SUPPLYIN | \$185.17 | |
| 00036571 | WEAR PARTS INC | \$287.72 | |
| 00036304 | CRUM ELECTRIC SUPPLY C | \$110.45 | |
| 00036240 | CASPER CONTRACTORS SUP | \$75.30 | |
| 00036632 | CASPER CONTRACTORS SUP | \$24.01 | |
| 00036683 | CRUM ELECTRIC SUPPLY C | \$69.43 | |
| 00036527 | CASPER CONTRACTORS SUP | \$46.30 | |
| 00036292 | DALE L PRENTICE CO. | \$1,190.55 | |
| 00036605 | THE AIRPORT SHUTTLE IN | \$62.00 | |
| 00036637 | CRUM ELECTRIC SUPPLY C | \$135.74 | |
| 00036563 | USA BLUE BOOK | \$328.97 | |
| 00036262 | SQ ATLANTIC ELECTRIC, | \$190.00 | |
| | | \$4,254.20 | Subtotal for Dept. Sewer |
| 00036646 | IN CASPER SAFETY LLC | \$420.00 | |
| | | \$420.00 | Subtotal for Dept. Special Assistance |
| 00036178 | CASPER CONTRACTORS SUP | \$200.80 | |
| 00036624 | GEOTEC INDUSTRIAL SUPP | \$458.50 | |
| 00036501 | MURDOCH'S RANCH & HOME | \$460.44 | |
| 00036542 | CASPER CONTRACTORS SUP | \$12.26 | |
| 00036680 | WW GRAINGER | \$15.78 | |
| 00036593 | FLINT TRADING, INC. | \$11,178.80 | |
| 00036688 | ALSCO SLCAS | \$1,021.11 | |
| 00036541 | WW GRAINGER | \$6.52 | |
| 00036930 | VZWRLSS MY VZ VB P | \$44.30 | |
| 00036570 | MURDOCH'S RANCH & HOME | \$483.46 | |
| 00036288 | QUALITY OFFICE SOLUTIO | \$261.04 | |
| 00036143 | SIX ROBBLEES NO 19 | \$28.29 | |
| 00037109 | GEAR UP AND GET OUT TH | \$231.00 | |
| 00036309 | FEDEXOFFICE 00009423 | \$462.40 | |
| 00036575 | MENARDS CASPER WY | \$265.51 | |
| 00036573 | AGP PROPANE SERVICES | \$86.41 | |
| 00036180 | BAILEYS ACE HARDWARE | \$7.49 | |
| 00037036 | WYOMING CONTRACTORS AS | \$597.00 | |
| 00036889 | STAPLES 00114181 | \$20.98 | |
| 00036481 | CRESCENT ELECTRIC 103 | \$46.52 | |
| 00037048 | SQ ATLANTIC ELECTRIC, | \$3,812.50 | |
| 00036394 | LEADERSHIP BOOK | \$17.78 | |
| 00036785 | SQ ATLANTIC ELECTRIC, | \$3,892.30 | |
| 00036426 | DAVID P. MEDLOCK SNAPO | \$410.00 | |
| 00036719 | ATLAS OFFICE PRODUCTS | \$22.65 | |
| 00036462 | ATLAS OFFICE PRODUCTS | \$12.52 | |
| 00036415 | NORCO INC | \$396.71 | |
| 00036564 | BEARING BELTCHAIN00244 | \$7.99 | |
| 00036508 | TOP OFFICE PRODUCTS IN | \$82.85 | |
| 00036522 | MURDOCH'S RANCH & HOME - Credi | (\$483.46) | |
| 00036804 | SUPERIOR SIGNS & SUPPL | \$2,400.00 | |
| 00036076 | CASPER CONTRACTORS SUP | \$34.39 | |
| 00036419 | IN NUTECH SPECIALTIES | \$18.00 | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

P-CARD VENDORS

| | | | |
|---------------------------------|--------------------|---------------------------|--------------------|
| | \$26,512.84 | Subtotal for Dept. | Streets |
| 00036420 BLOEDORN LUMBER CASPER | \$17.98 | | |
| 00036450 ENERGY LABORATORIES, I | \$40.00 | | |
| 00036452 RUSSELL INDUSTRIES INC | \$197.96 | | |
| 00036507 THE UPS STORE 2200 | \$12.51 | | |
| 00036622 ENERGY LABORATORIES, I | \$22.00 | | |
| 00036516 MCMASTER-CARR | \$49.67 | | |
| 00036769 NORCO INC | \$865.00 | | |
| 00036789 WESTERN SLING CO | \$167.21 | | |
| 00036482 TFS FISHER SCI ATL | \$35.84 | | |
| 00036930 VZWRLSS MY VZ VB P | \$44.30 | | |
| 00036681 ATLAS OFFICE PRODUCTS | \$240.85 | | |
| 00036854 TFS FISHER SCI ATL | \$149.72 | | |
| 00036435 ENVIRONMENTAL EXPRESS | \$143.08 | | |
| 00036431 VIBRALIGN INC | \$3,926.67 | | |
| 00036741 BACKFLOW CONSULTING TE | \$85.00 | | |
| 00036793 HAJOCA KEENAN SUPP 25 | \$229.82 | | |
| | \$6,227.61 | Subtotal for Dept. | Waste Water |
| 00036496 FERGUSON ENT #3069 | \$65.35 | | |
| 00036557 WEAR PARTS INC | \$19.00 | | |
| 00036814 TRACTOR SUPPLY CO #199 | \$99.98 | | |
| 00036772 SUTHERLANDS 2219 | \$22.72 | | |
| 00036594 UNITED STATES WELDING | \$19.57 | | |
| 00036780 ENERGY LABORATORIES, I | \$50.00 | | |
| 00036787 ENERGY LABORATORIES, I | \$75.00 | | |
| 00037109 GEAR UP AND GET OUT TH | \$462.00 | | |
| 00036811 INTERSTATE ALL BATTERY | \$119.97 | | |
| 00036699 NORCO INC | \$36.60 | | |
| 00036430 SUTHERLANDS 2219 | \$23.97 | | |
| 00036460 ENERGY LABORATORIES, I | \$300.00 | | |
| 00036468 DANA KEPNER CO. | \$460.00 | | |
| 00036551 SUTHERLANDS 2219 | \$5.73 | | |
| 00036444 DANA KEPNER CO. | \$1,678.08 | | |
| 00036802 ENERGY LABORATORIES, I | \$340.00 | | |
| 00036560 SUTHERLANDS 2219 | \$5.49 | | |
| 00036596 MOBILE CONCRETE, INC | \$135.00 | | |
| 00036668 DANA KEPNER CO. | \$113.06 | | |
| 00036930 VZWRLSS MY VZ VB P | \$100.57 | | |
| 00036905 ENERGY LABORATORIES, I | \$25.00 | | |
| 00036611 TOP OFFICE PRODUCTS IN | \$119.63 | | |
| 00036484 FINISH LINE SYSTEMS LL | \$2,795.00 | | |
| 00036595 B & B RUBBER STAMP SHO | \$20.50 | | |
| 00036859 ENERGY LABORATORIES, I | \$25.00 | | |
| 00036478 FINISH LINE SYSTEMS LL | \$4,775.00 | | |
| 00036475 FINISH LINE SYSTEMS LL | \$5,731.60 | | |
| 00036608 FASTENAL COMPANY01 | \$17.78 | | |
| 00036453 GEORGE T SANDERS 20 | \$128.39 | | |
| 00036671 DANA KEPNER CO. | \$30.00 | | |

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

P-CARD VENDORS

| | | |
|---------------------------------|---------------------|---|
| 00036531 CASPER CONTRACTORS SUP | \$234.10 | |
| 00036528 SUTHERLANDS 2219 | \$11.15 | |
| 00036659 SUTHERLANDS 2219 | \$38.16 | |
| 00036642 ENERGY LABORATORIES, I | \$25.00 | |
| 00036862 ENERGY LABORATORIES, I | \$25.00 | |
| 00036710 HACH COMPANY | \$864.37 | |
| | \$18,997.77 | Subtotal for Dept. Water |
| 00036698 MENARDS CASPER WY | \$23.94 | |
| 00036894 ENERGY LABORATORIES | \$225.00 | |
| 00036798 SUTHERLANDS 2219 | \$15.99 | |
| 00036882 UPS 000008F045W465 | \$96.10 | |
| 00036757 UNITED STATES WELDING | \$2,269.96 | |
| 00036421 ENERGY LABORATORIES | \$20.00 | |
| 00036895 UPS 000008F045W455 | \$103.31 | |
| 00036433 ENERGY LABORATORIES | \$20.00 | |
| 00036918 SMITHS FOOD #4185 | \$15.96 | |
| 00036743 USPS 57155809430310940 | \$18.72 | |
| 00036441 WW GRAINGER | \$11.52 | |
| 00036874 ENERGY LABORATORIES | \$225.00 | |
| 00036930 VZWRLSS MY VZ VB P | \$22.15 | |
| 00036459 ENERGY LABORATORIES | \$225.00 | |
| 00036427 BEARING BELTCHAIN00244 | \$16.99 | |
| 00036638 LONG BLDG. TECHNOLOGIE | \$734.02 | |
| 00036543 COASTAL CHEMICAL CO LL | \$514.82 | |
| | \$4,558.48 | Subtotal for Dept. Water Treatment Plant |
| | \$198,088.47 | Subtotal for Vendor |

PEPSI COLA OF CASPER

| | | |
|---------------------|-----------------|--|
| 151143 PRODUCT | \$386.80 | |
| 151145 CREDIT MEMO | (\$367.45) | |
| | \$19.35 | Subtotal for Dept. Casper Events Center |
| 107638 PRODUCT,CUPS | \$117.45 | |
| 107843 PRODUCT | \$342.20 | |
| | \$459.65 | Subtotal for Dept. Ice Arena |
| | \$479.00 | Subtotal for Vendor |

PLATTE RIVER TRAILS TRUST

| | | |
|---------------------------------|-------------------|---|
| 2695 FY16 PROMOTIONS-LIFE VESTS | \$6,866.67 | |
| | \$6,866.67 | Subtotal for Dept. Social Community Services |
| | \$6,866.67 | Subtotal for Vendor |

POVERTY RESISTANCE FOOD PANTRY

| | | |
|------------------------------|-----------------|--|
| 100480 WALK IN COOLER REPAIR | \$126.00 | |
| RIN0026012 FUNDING | \$752.10 | |
| | \$878.10 | Subtotal for Dept. One Cent #15 |
| | \$878.10 | Subtotal for Vendor |

PUBLIC SAFETY COMMUNICATIONS CENTER

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

PUBLIC SAFETY COMMUNICATIONS CENTER

734/133382 PSCC MONTHLY USER FEES

\$1,301.39

\$1,301.39 Subtotal for Dept. Metro Animal

1276/133383 PSCC MONTHLY USER FEES

\$530.66

\$530.66 Subtotal for Dept. Water

\$1,832.05 Subtotal for Vendor

REMINGTON, ORION

0025419590 DEPOSIT/CREDIT REFUND

\$40.87

\$40.87 Subtotal for Dept. Water

\$40.87 Subtotal for Vendor

RESOURCE STAFFING

5221 TEMPORARY LABOR

\$518.73

5206 TEMPORARY LABOR

\$2,051.80

\$2,570.53 Subtotal for Dept. Casper Events Center

\$2,570.53 Subtotal for Vendor

RITTER, BRADLEY

0025378877 DEPOSIT/CREDIT REFUND

\$26.71

\$26.71 Subtotal for Dept. Water

\$26.71 Subtotal for Vendor

ROBIN MUNDELL

RIN0026050 TRAVEL REIMBURSEMENT

\$139.73

\$139.73 Subtotal for Dept. Council

\$139.73 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016811201506 ELECTRICITY

\$143.85

\$143.85 Subtotal for Dept. Buildings And Grounds

AP00017311201506 ELECTRICITY

\$303.92

\$303.92 Subtotal for Dept. Streets

RIN0026035 ELECTRICITY

\$87,721.29

RIN0026035 ELECTRICITY

\$9,242.08

\$96,963.37 Subtotal for Dept. Water Treatment Plant

\$97,411.14 Subtotal for Vendor

RODRIGUEZ, KEVIN

0025378875 DEPOSIT/CREDIT REFUND

\$33.90

\$33.90 Subtotal for Dept. Water

\$33.90 Subtotal for Vendor

ROUTESMART TECH.

245566 TRAINING FOR SOFTWARE USE

\$4,500.00

RIN0026018 UPDATING ROUTESMART SOFTWARE

\$500.00

RIN0026019 TRAINING & TRAVEL EXPENSES

\$2,037.44

\$7,037.44 Subtotal for Dept. Refuse Collection

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

ROUTESMART TECH.

\$7,037.44 Subtotal for Vendor

RYAN HIEB

K2146144 CLOTHING REIMBURSEMENT

\$168.00

\$168.00 Subtotal for Dept. Police

\$168.00 Subtotal for Vendor

SAM DUNNUCK

018923 CLOTHING REIMBURSEMENT

\$117.06

\$117.06 Subtotal for Dept. Police

\$117.06 Subtotal for Vendor

SARAH TSCHETTER

1010 INVESTIGATIVE POLY

\$450.00

\$450.00 Subtotal for Dept. Police

\$450.00 Subtotal for Vendor

SCHERER BROTHERS CONSTRUCTION INC.

110815 SAND

\$2,430.00

\$2,430.00 Subtotal for Dept. Water

\$2,430.00 Subtotal for Vendor

SEAN INGLEDEW

RIN0026059 BOOT REIMBURSEMENT

\$62.00

\$62.00 Subtotal for Dept. Waste Water

\$62.00 Subtotal for Vendor

SENIOR PATIENT ADVOCATES

2015-1792 OTHER CONTRACTUAL

\$450.00

2015-1899 OTHER CONTRACTUAL

\$450.00

\$900.00 Subtotal for Dept. Health Insurance

\$900.00 Subtotal for Vendor

SHAPPELL, NICHOLAS

0025378876 DEPOSIT/CREDIT REFUND

\$24.78

\$24.78 Subtotal for Dept. Water

\$24.78 Subtotal for Vendor

SMARSH, INC

AP00017711201506 EMAIL MAINTENANCE-INV00103416

\$2,138.00

\$2,138.00 Subtotal for Dept. Finance

\$2,138.00 Subtotal for Vendor

SOURCE GAS DIST. LLC

201092242520 NATURAL GAS

\$2,655.65

207408045432 NATURAL GAS

\$230.00

\$2,885.65 Subtotal for Dept. Aquatics

207408045435 NATURAL GAS

\$839.01

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

SOURCE GAS DIST. LLC

| | | | |
|--------------------------|--------------------|----------------------------|------------------------------|
| | \$839.01 | Subtotal for Dept. | Balefill |
| 201537048412 NATURAL GAS | \$56.76 | | |
| | \$56.76 | Subtotal for Dept. | Buildings And Grounds |
| 201359086321 NATURAL GAS | \$1,825.48 | | |
| | \$1,825.48 | Subtotal for Dept. | Casper Events Center |
| 207408045369 NATURAL GAS | \$56.93 | | |
| | \$56.93 | Subtotal for Dept. | Cemetery |
| 201003579139 NATURAL GAS | \$131.66 | | |
| 207408045374 NATURAL GAS | \$551.84 | | |
| 201092245894 NATURAL GAS | \$62.95 | | |
| 201270131710 NATURAL GAS | \$17.75 | | |
| | \$764.20 | Subtotal for Dept. | City Hall |
| 207408045439 NATURAL GAS | \$409.59 | | |
| 201181179891 NATURAL GAS | \$27.64 | | |
| | \$437.23 | Subtotal for Dept. | Fire |
| 201181181862 NATURAL GAS | \$137.45 | | |
| | \$137.45 | Subtotal for Dept. | Fleet Maintenance |
| 201270134533 NATURAL GAS | \$222.34 | | |
| | \$222.34 | Subtotal for Dept. | Fort Caspar |
| 201092242521 NATURAL GAS | \$816.68 | | |
| | \$816.68 | Subtotal for Dept. | Ice Arena |
| 201003584692 NATURAL GAS | \$478.03 | | |
| | \$478.03 | Subtotal for Dept. | Metro Animal |
| 201181177042 NATURAL GAS | \$1,258.64 | | |
| | \$1,258.64 | Subtotal for Dept. | Recreation |
| 201537051541 NATURAL GAS | \$17.43 | | |
| | \$17.43 | Subtotal for Dept. | Sewer |
| 207408045434 NATURAL GAS | \$2,306.52 | | |
| | \$2,306.52 | Subtotal for Dept. | Waste Water |
| 201359086502 NATURAL GAS | \$2,763.11 | | |
| | \$2,763.11 | Subtotal for Dept. | Water Treatment Plant |
| | \$14,865.46 | Subtotal for Vendor | |

STANTEC CONSULTING SVCS INC.

| | | | |
|---------------------------------------|--------------------|----------------------------|----------------|
| 945031 NORTH PLATTE RIVER RESTORATION | \$33,545.62 | | |
| 956380 NORTH PLATTE RIVER RESTORATION | \$20,235.99 | | |
| | \$53,781.61 | Subtotal for Dept. | Streets |
| | \$53,781.61 | Subtotal for Vendor | |

STATE OF WY. - DIV. OF CRIMINAL INVESTIGATION

| | | | |
|-----------------------------|----------------|----------------------------|-------------|
| RIN0026023 BACKGROUND CHECK | \$39.00 | | |
| | \$39.00 | Subtotal for Dept. | Fire |
| | \$39.00 | Subtotal for Vendor | |

STATE OF WY. - TREASURER'S OFFICE

| | | | |
|------------------------------|------------|--|--|
| C76bff5ec UNCLAIMED PROPERTY | \$1,520.62 | | |
|------------------------------|------------|--|--|

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

STATE OF WY. - TREASURER'S OFFICE

\$1,520.62 Subtotal for Dept. General Fund

\$1,520.62 Subtotal for Vendor

STEALTH PARTNER GROUP

RIN#0026054 MEDICAL STOP LOSS INSURANCE

\$64,544.90

\$64,544.90 Subtotal for Dept. Health Insurance

\$64,544.90 Subtotal for Vendor

STEELE, SARA

0025378881 DEPOSIT/CREDIT REFUND

\$24.65

\$24.65 Subtotal for Dept. Water

\$24.65 Subtotal for Vendor

STELLAR PROGRAMMING & CONSULTING

2021 PROGRAMMING SERVICES

\$6,298.57

2027A SOFTWARE INTERFACE DESIGN -

\$2,007.50

2032 PROGRAMMING SERVICES

\$770.00

2033 PROGRAMMING SERVICES

\$110.00

\$9,186.07 Subtotal for Dept. Refuse Collection

\$9,186.07 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

510270569 BBRLCLS CHEESE AMER DAILYS BAC

\$1,188.97

511040895 BACON BEEF CORNDOGS

\$608.55

510230155 SYS IMP CHEESE BLUE CRUMBLES

\$1,118.38

511120621 BACON SAUSAGE

\$150.81

511060159 SYS CLS NAPKIN DNR

\$49.61

511040895 DEMETRI SEASONING SALT

\$36.68

511040895 BAGELS BREADSTICKS MUFFINS

\$292.94

510300144 SYS IMP LIME FRESH

\$32.78

510300144 CAB BEEF GRND CHUCK PTY THK N

\$1,306.83

510300144 CASASOL CHEESE CHDR MILD FTHR

\$102.29

511120621 HAMBURGER BUN COOKIE DOUGH

\$1,931.72

\$6,819.56 Subtotal for Dept. Casper Events Center

\$6,819.56 Subtotal for Vendor

TERRACON

T6957758 TRANSFER STATION PERMIT RENEWA

\$8,714.74

\$8,714.74 Subtotal for Dept. Balefill

\$8,714.74 Subtotal for Vendor

TERRY BARNES

RIN0026026 BOOT REIMBURSEMENT

\$34.37

\$34.37 Subtotal for Dept. Streets

\$34.37 Subtotal for Vendor

TERRY JACKSON

P-13960419468 CLOTHING REIMBURSEMENT

\$149.99

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

TERRY JACKSON

\$149.99 Subtotal for Dept. Police
\$149.99 Subtotal for Vendor

TEST AMERICA LABORATORIES, INC

28169729 GROUND WATER ANALYSIS/OLD LF

\$4,316.00
\$4,316.00 Subtotal for Dept. Balefill
\$4,316.00 Subtotal for Vendor

THOMAS MILLS

RIN0026039 BOOT REIMBURSEMENT

\$31.48
\$31.48 Subtotal for Dept. Streets
\$31.48 Subtotal for Vendor

TOMMY ANDERSON

7545 BOOT & CLOTHING REIMBURSEMENT

\$106.02
\$106.02 Subtotal for Dept. Water
\$106.02 Subtotal for Vendor

TOWNSQUARE MEDIA

MCC-1151017629 MEDIA SPOTS

\$504.00
\$504.00 Subtotal for Dept. Hogadon
\$504.00 Subtotal for Vendor

TRAVIS GAINES

RIN0026043 BOOT REIMBURSEMENT

\$67.72
\$67.72 Subtotal for Dept. Balefill
\$67.72 Subtotal for Vendor

UNITED WAY OF NATRONA COUNTY

RIN0026034 BOARD OF DIRECTORS LUNCH

\$165.00
\$165.00 Subtotal for Dept. City Manager
\$165.00 Subtotal for Vendor

VANG CONSTRUCTION LLC

0025419592 DEPOSIT/CREDIT REFUND

\$14.41
\$14.41 Subtotal for Dept. Water
\$14.41 Subtotal for Vendor

VISITS LLC

2758 CAR WASHES

\$15.00
\$15.00 Subtotal for Dept. Code Enforcement
\$15.00 Subtotal for Vendor

WASTE WATER TREATMENT

1337/133390 MONTHLY SUMP CLEANING

\$600.00
\$600.00 Subtotal for Dept. Balefill
\$600.00 Subtotal for Vendor

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

WATER TECHNOLOGY GROUP

5354432 HOGADON WET WELL PUMPS

\$16,391.00
\$16,391.00 Subtotal for Dept. Golf Course
\$16,391.00 Subtotal for Vendor

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

67465 JUDGE COVERAGE

\$280.00
\$280.00 Subtotal for Dept. Municipal Court

RIN#0026055 LEGAL

\$1,300.00
\$1,300.00 Subtotal for Dept. Property & Liability Insurance
\$1,580.00 Subtotal for Vendor

WIRELESS ADVANCED COMM.

0025419585 DEPOSIT/CREDIT REFUND

\$17.36
\$17.36 Subtotal for Dept. Water
\$17.36 Subtotal for Vendor

WLC ENGINEERING - SURVEYING - PLANNING

2015-11425 COUNTRY CLUB ROAD IMPROVEMENTS

\$5,741.98

2015-11399 FIRST ST ROADWAY IMPROVEMENTS

\$3,575.50

2015-11524 CA & MATERIAL TESTING 2015 MIS

\$3,444.21

2015-11424 DESIGN & CA FOR HIGHLAND PARK/

\$12,031.88

\$24,793.57 Subtotal for Dept. Streets

2015-11425 COUNTRY CLUB ROAD IMPROVEMENTS

\$9,261.90

2015-11524 CA & MATERIAL TESTING 2015 MSC

\$11,849.67

\$21,111.57 Subtotal for Dept. Water

\$45,905.14 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000078006R CY AVE & POPLAR ST LANDSCAPING

\$301.76

\$301.76 Subtotal for Dept. Parks

0000078118R COOPERATIVE AGREEMENT - BRYAN

\$10.48

\$10.48 Subtotal for Dept. Streets

0000077857R ROBERTSON RD RECONSTRUCTION 11

\$12,778.28

\$12,778.28 Subtotal for Dept. Water

\$13,090.52 Subtotal for Vendor

WY. SYMPHONY ORCHESTRA

239 FY16 COMMUNITY PROMOTIONS FUND

\$2,620.00

\$2,620.00 Subtotal for Dept. Social Community Services

\$2,620.00 Subtotal for Vendor

YOUTH CRISIS CENTER CORP.

OCT2015 YCC OCTOBER EXPENSES

\$5,125.47

\$5,125.47 Subtotal for Dept. Social Community Services

\$5,125.47 Subtotal for Vendor

ZUNESIS, INC.

Bills and Claims

City of Casper

18-Nov-15 to 01-Dec-15

ZUNESIS, INC.

CASP-102815 VMWARE SOFTWARE & SUPPORT

\$5,357.38

\$5,357.38 Subtotal for Dept. City Manager

\$5,357.38 Subtotal for Vendor

Grand Total

\$1,638,795.91

Approved By:

On:

Payroll Disbursements

| | | | |
|----------|-----------------------|----|--------------|
| 11/17/15 | FIRE PAYROLL | \$ | 197,438.91 |
| 11/17/15 | BENEFITS & DEDUCTIONS | \$ | 29,708.90 |
| 11/19/15 | CITY PAYROLL | \$ | 1,212,718.48 |
| 11/19/15 | BENEFITS & DEDUCTIONS | \$ | 198,864.26 |
| 11/23/15 | DISABILITY BUYBACK | \$ | 215,215.36 |
| 11/23/15 | BENEFITS & DEDUCTIONS | \$ | 17,076.22 |
| 11/30/15 | FIRE PAYROLL | \$ | 166,082.68 |
| 11/30/15 | BENEFITS & DEDUCTIONS | \$ | 26,988.40 |

Total Payroll \$ 2,064,093.21

Additional Fees

Total Fees \$ -

Additional AP

Total Additional AP \$ -

December 1, 2015

MEMO TO: V.H. McDonald, CPA, City Manager

FROM: Andrew Beamer, Public Services Director
Jason Knopp, City Engineer 
Jolene Martinez, Special Projects Coordinator 

SUBJECT: Consideration of a Wyoming Business Council Community Enhancement Grant Application

Recommendation:

That Council, by minute action, establish December 15, 2015 as the date of public hearing for consideration of authorization to submit an application to the Wyoming Business Council's Community Enhancement Grant program, in the amount of \$500,000, to be used to fund river restoration construction projects.

Summary:

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. As part of the funding strategy for in-river construction, in December 2014, Council authorized staff to write Wyoming Business Council Community Enhancement Grants through 2020. This grant program invests in infrastructure to improve aesthetics or quality of life to make a community attractive for business development. The maximum amount that can be requested is \$500,000, and a 50% match is required.

Casper has a valuable and unique asset in the North Platte River, and river restoration is a transformational investment in Casper's infrastructure. The Platte River Revival's infrastructure investment and outcomes meet the Wyoming Business Council's Community Enhancement Grant criteria.

November 23, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Establishing January 5, 2016 as the Public Hearing Date for Consideration of a Real Estate Trade Agreement to trade real property owned by the City of Casper for real property owned by Michael C. Reed.

Recommendation:

That Council, by minute action, establish January 5, 2016 as the date of the public hearing for the consideration of a Real Estate Trade Agreement to trade real property owned by the City of Casper for real property owned by Michael C. Reed.

Summary:

Mr. Michael C. Reed approached the City earlier this year about the potential to swap his bridle trail property on Casper Mountain for the City's parcel at 21st Street and Wyoming Boulevard.

As recreation is one of Council's three strategic goals, the proposed land trade will allow the City to oversee the trail connection between Rotary Park and the Bridle Trail. It also ensures that a substantial portion of the Bridle Trail will be in public hands into perpetuity, which will be rezoned as Park Historic (PH) by the City.

A Real Estate Trade Agreement will be prepared and brought forth to Council, following the required 3-week publication and public hearing requirements.

November 3, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Support Services Director *TB*
Linda Carlson, Finance Manager *LC*
Carla Mills-Laatsch, Customer Service Supervisor *CML*

SUBJECT: Establish Public Hearing on Liquor License Renewals

Recommendation:

That Council, by minute action, establish February 16, 2016, as the Public Hearing date for consideration of the annual renewal of all City of Casper Liquor Licenses.

Summary:

State Statutes require that the City Council hold a public hearing each year prior to the renewal of liquor licenses. This gives the public an opportunity to address the Council with any concerns they might have concerning the operation and management of a given establishment. It also affords the City Council an opportunity to have certain liquor establishments appear and address any questions the Council might have. The license year runs from April 1 to March 31.

During the month of November, the necessary reporting materials and liquor license renewal forms are sent to the liquor dealers. All agencies are informed and will ensure that they comply with the building, fire, and health codes. If, at the time of the public hearing, any non-compliance is noted, a conformance period may be set for the license holder, and the license may be issued with the restriction noted. In addition, the Police Department submits a report noting any law enforcement problems related to the establishment. This year, Council will be presented the Alcohol Demerit update by the Police Department at a work session for discussion.

Holding the public hearing on February 16, 2016 allows ample time to ensure that a representative of any business from whom Council requests additional information for any reason, will be at the hearing.

November 25, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Determination as to whether the annexation of the Betty Luker Parkway Campus No. 3 Subdivision complies with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes.

Recommendation:

That Council, by resolution, find that the annexation of the Betty Luker Parkway Campus No. 3 Subdivision complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming Statutes pertaining to annexations, as amended July 1, 2001, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept the annexation report that was prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

In approving the resolution on the compliance of the annexation with Wyoming State Statutes the Council is making the following findings:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to, the City limits.

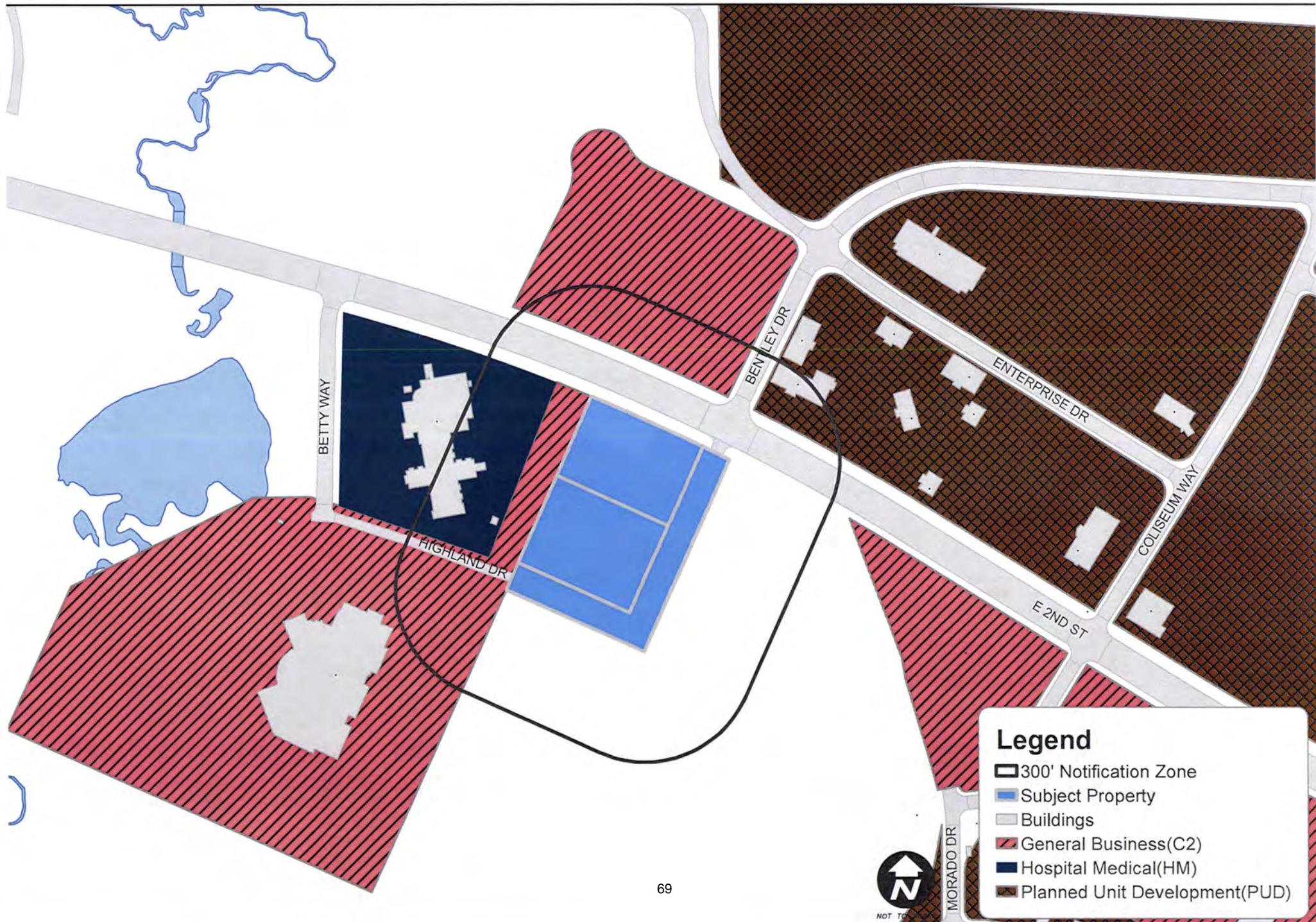
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute §15-1-402(c) and disseminated to affected landowners and utility companies, by certified mail, and according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a December 1, 2015 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune October 29, 2015 and November 5, 2015; and notice was given as provided by Wyoming State Statute §15-1-405.

The annexation report, prepared pursuant to Wyoming State Statute §15-1-402, offers information that provides the support for the findings as required by Statute. The annexation report concludes that the City can provide public services to this property without additional staff, equipment, or facility expansion.

Betty Luker Parkway Campus No. 3



Betty Luker Parkway Campus No. 3



Legend

- 300' Notification Zone
- Subject Property
- Buildings
- General Business(C2)
- Hospital Medical(HM)
- Planned Unit Development(PUD)

CERTIFICATION OF PETITION FOR ANNEXATION

I, V.H. McDonald, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of the Betty Luker Parkway Campus No. 3 substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

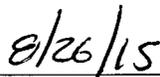
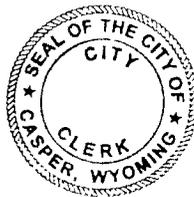
1. The petition is signed and dated by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property;
2. The petition contains the following detailed information:
 - a. A legal description of the area sought to be annexed;
 - b. A request that the described territory be annexed;
 - c. A statement that each signer is an owner of land and a description of his land within the area proposed to be annexed; and,
 - d. A map of the area.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation



V.H. McDonald
City Clerk

Date

Betty Luker Parkway
Campus No. 3
(5.47-Acres)

2015 ANNEXATION REPORT

October, 2015

PREPARED BY:

CITY OF CASPER
COMMUNITY DEVELOPMENT DEPARTMENT

PURPOSE

This report is a summary and analysis of the cost of providing basic City services to Betty Luker Parkway Campus No. 3, a 5.47-acre property proposed for annexation to the City of Casper.

BACKGROUND INFORMATION / DESCRIPTION OF AREA

An application has been received to annex and replat 5.47 acres, more or less, located south of East 2nd Street along Highland Drive, to create the Betty Luker Parkway Campus No. 3 subdivision. The applicant has applied for C-2 (General Business) zoning for the subdivision. The subject property is surrounded by unincorporated (County) properties to the south, and by City properties zoned C-2 (General Business) to the west and north of the subject property. McMurry Business Park Planned Unit Development is located to the northeast. Land uses in the immediate area include vacant, undeveloped land, and medical and religious institutions. Access to the subdivision will be via Bentley Drive and Highland Drive off of East 2nd Street. The proposed plat is creating two (2) lots ranging in size from approximately 1.80-acres, up to 1.99-acres in size. The future plans for the property are for the development of a retail shopping center.

DEVELOPMENT COSTS

There will not be any publically-funded development costs associated with this annexation. All costs related to the provision of adjacent streets and necessary public utilities will be borne by the applicant.

STATUTORY REQUIREMENTS

Wyoming Statute 15-1-402 sets specific requirements with regard to the annexation process and the supporting documentation. Subsection (c) requires that an annexing municipality prepare an annexation report, which shall, at a minimum, contain:

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); *(See appendix for map)*.
- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; *(See "Development Costs" section above)*.
- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; *(See individual City*

Department or Division sections below, all services will be available immediately upon annexation).

- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; *(See individual City Department or Division sections below).*
- (v) The current and projected property tax mill levies imposed by the municipality; and, *(See "Sources of Revenue" section below for tax information).*
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. *(See "Development Costs" section above).*

COMPLIANCE WITH W.S. 15-1-402.

The annexation of the subject property meets the requirements of W.S. 15-1-402 for the following reasons:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.

7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

SERVICES TO BE PROVIDED BY THE CITY OF CASPER AND ESTIMATED COSTS.

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the ten departments or divisions that will provide direct, basic services to the property have been considered, to gain a tangible measure of service costs.

The cost of most City services per property were derived by dividing each department's FY 2016 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 19,647 residential properties/accounts and 1,595 commercial properties/accounts, for an approximate total of 21,242 properties/accounts in Casper.

POLICE DEPARTMENT:

The Casper Police Department will provide law enforcement services, which consist of answering calls for service and patrolling the proposed Addition. Presently, there are approximately 212 properties per sworn officer in Casper. Based on the total budget for the Police Department and the approximate 21,242 properties served in the City of Casper, it is estimated that the cost to provide Police service is \$610 for each property in the City (\$12,949,439 current Police Department budget, divided by 21,242 properties in the City).

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. For the purpose of this report, it is assumed that the property will be utilized by a maximum of two (2) separate commercial users; therefore, the estimated cost for providing Police Department service to this area is \$1,220 per year (\$610 x 2 new properties/users). Police service will be available immediately upon the completion of the annexation of the area.

FIRE DEPARTMENT:

The Casper Fire Department provides fire / EMS services, which consist of answering calls for emergency services. Presently, there are 276 properties per sworn fireman in Casper. It is estimated that the cost to provide fire service is \$422 for each property in Casper (\$8,960,563 current Fire Department budget, divided by 21,242 properties).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve additional costs as a result of this annexation. For the purpose of this report, it is assumed that the property will be utilized by a maximum of two (2) separate commercial users; therefore, the total estimated cost for providing Fire Department service to this area is \$844 per year (\$422 x 2 new properties/users). Fire service will be available immediately upon the completion of the annexation of the area.

STREETS AND TRAFFIC DIVISION:

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. It is estimated that the cost to provide Streets/Traffic Division service is \$249 for each property in the City (\$5,295,857 current Street Division budget, divided by 21,242 properties).

The Streets/Traffic Division will not incur additional capital costs as a result of this annexation. The Streets/Traffic Division will not need to hire additional personnel or purchase additional equipment to service this property. For the purpose of this report, it is assumed that the property will be utilized by a maximum of two (2) separate commercial users; therefore, the total estimated cost for providing Streets/Traffic Division service to this area is \$498 per year (\$249 x 2 new properties/users). Streets/Traffic Division service will be available immediately upon the completion of the annexation of the area.

PUBLIC UTILITIES DIVISION (WATER AND SEWER):

The Public Utilities Division provides services such as water and sewer service, main maintenance, meter reading, hydrant flushing, meter replacement, and service line installation. The Public Utilities Division is an Enterprise Account and is totally self-funded through various fees.

The City will not incur any additional capital costs associated with providing water and sewer service to the area. There is no new publicly-funded infrastructure required to serve the area, such as storage tanks, booster stations, lift stations or water trunk lines. There will not be additional operational costs. All costs to provide water and sewer service to the area should be equal to revenues generated by the property. Public Utilities service will be available immediately upon the completion of the annexation of the area.

SANITATION DIVISION:

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid for by user fees and is not funded out of the City general fund. All sanitation costs should equal the revenues generated by the users. Sanitation service will be available immediately upon the completion of the annexation of the area.

PARKS DIVISION:

There will not be any new parkland associated with the annexation of this property, and therefore, no additional cost to the City for improvements, maintenance or upkeep.

COMMUNITY DEVELOPMENT DEPARTMENT:

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the area. The estimated cost to provide Planning, Building, and Code Enforcement service is \$87 for each property in Casper (\$1,859,294 current Planning/Building/Code Enforcement budget, divided by 21,242 properties).

The Community Development Department will not need to make any changes that will involve any additional costs as a result of the annexation of the area. The staffing level and current equipment are adequate to absorb the workload. For the purpose of this report, it is assumed that the property will be utilized by a maximum of two (2) separate commercial users; therefore, the total estimated cost to the City for providing Planning, Building/ Code Enforcement service to this area is \$174 per year (\$87 x 2 new properties/users). Community Development Department service will be available immediately upon the completion of the annexation of the area.

ENGINEERING DIVISION:

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating of drainage concerns, surveying, and oversight of capital construction projects. It is estimated that the cost to provide Engineering Division service is \$57 for each property in the City (\$1,222,159 current Engineering Division budget, divided by 21,242 properties).

Current Engineering Division staff levels and equipment are adequate to absorb the work generated by the Addition. There will be no significant cost increase to the Engineering Division as a result of the annexation of the area. For the purpose of this report, it is assumed that the property will be utilized by a maximum of two (2) separate commercial users; therefore, the total estimated cost to the City for providing Engineering Division service to this area is \$114 per year (\$57 x 2 new properties/users). Engineering Division service will be available immediately upon the completion of the annexation of the area.

SOURCES OF REVENUE

The City's services to properties are funded through a number of sources. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid by the actual user fees collected. The remaining City services to properties, which are paid out of the

general fund, are supported in part by property taxes, as well as mineral/other taxes, and licenses/fees. The largest sources of general fund revenue for the City are sales tax (45%), mineral taxes (16%), and franchise fees (10%). Property taxes (7%) account for a relatively minor portion of general fund revenue. It is generally accepted that given the current tax structure, residential properties do not generate sufficient property taxes to offset the expense to provide them with City services; whereas commercial properties typically generate higher property taxes, as well as sales taxes, to more-adequately cover the cost of providing City services.

County land generates property tax at a rate of 65 Mills, with none of the monies collected being paid to the City. When an area is annexed to the City, the Mill Levy changes to 72.9 Mills. Of this, the City receives 8 Mills, or 11% of the total property tax collected. The largest benefactor of property tax revenue is the School District, which receives 32.5 Mills, or approximately 44% of the property tax collected.

CONCLUSION

The property being annexed will receive the same services that other properties within the City receive once it's annexed. The City can provide these services without additional staff, equipment or publicly-funded facility expansion. The property is adjacent to properties that are already benefitting from City services; therefore, the property can be absorbed into the City of Casper without any noticeable financial or operational effect.

APPENDIX

1. PETITION FOR ANNEXATION.
2. VICINITY MAP OF AREA TO BE ANNEXED.
3. PLAT
4. TAX LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.



City of Casper Planning Division

Petition for Annexation Application

PETITIONER'S INFORMATION:

NAME: Steve and Paulette Carlson / Highland Park Community Church of God, Inc.
 ADDRESS: 6658 Riverside Drive
 TELEPHONE: 237-7110 EMAIL: liquorshed@yahoo.com

HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:

PROPOSED NAME OF SUBDIVISION: Betty Luker Parkway Campus No.3
 ADDRESS: _____
 LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): _____
SE1/4NE1/4 & NE1/4SE1/4 Section 7, and SW1/4NW1/4 Section 8, T.33N, R.78W
 SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 5.47 Acres

NUMBER OF LOTS AND BLOCKS: 2 LOTS
 PRESENT ZONING: UA County PROPOSED ZONING: C-2 City
 PRESENT LAND USE: Vacant
 PROPOSED LAND USE: Commercial
 PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT: YES NO

Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.

The following owner's signature signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands the application information and requirements.

SIGNATURE OF PROPERTY OWNER: Paulette Carlson
 SIGNATURE OF PROPERTY OWNER: [Signature]
 DATE: 8-20-15 Leslie Bromley - Highland Park Community Church Treasurer

SUBMIT TO:
 Community Development Department
 Planning Division
 200 N David, RM 203
 Casper, WY 82601
 Phone: 307-235-8241
 Fax: 307-235-8362
 www.casperwy.gov
 E-mail: dhardy@cityofcasperwy.com

COMPLETE SUBMITTAL NEEDS TO INCLUDE:

- COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
- PROOF OF OWNERSHIP
- ANNEXATION MAP/PLAT
- EVIDENCE OF CITY WATER/SEWER ARRANGEMENTS

FOR OFFICE USE ONLY:

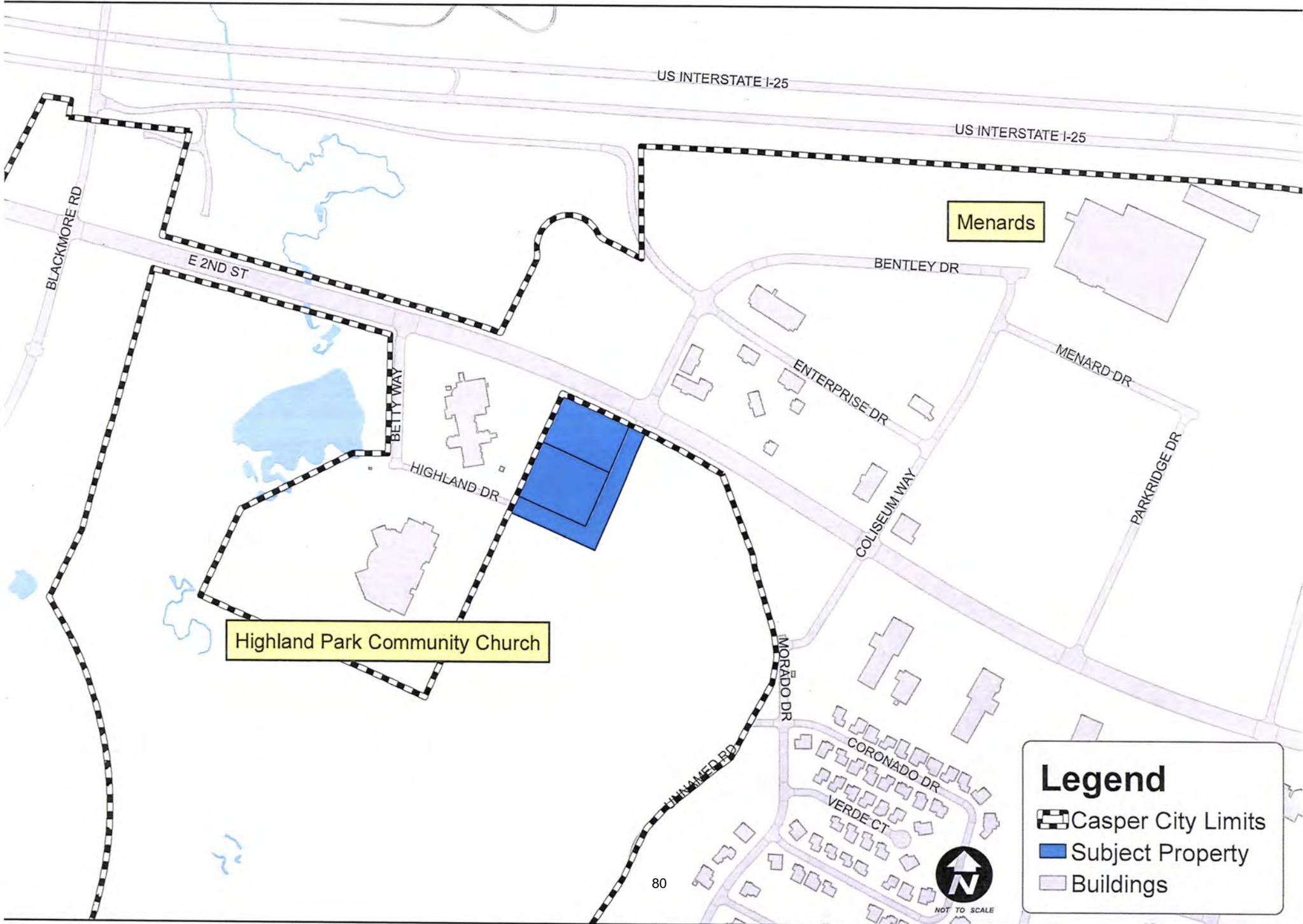
DATE SUBMITTED:
AUG 25 2015

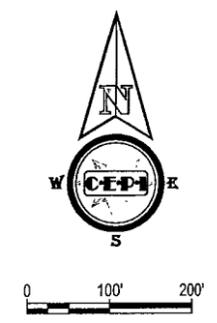
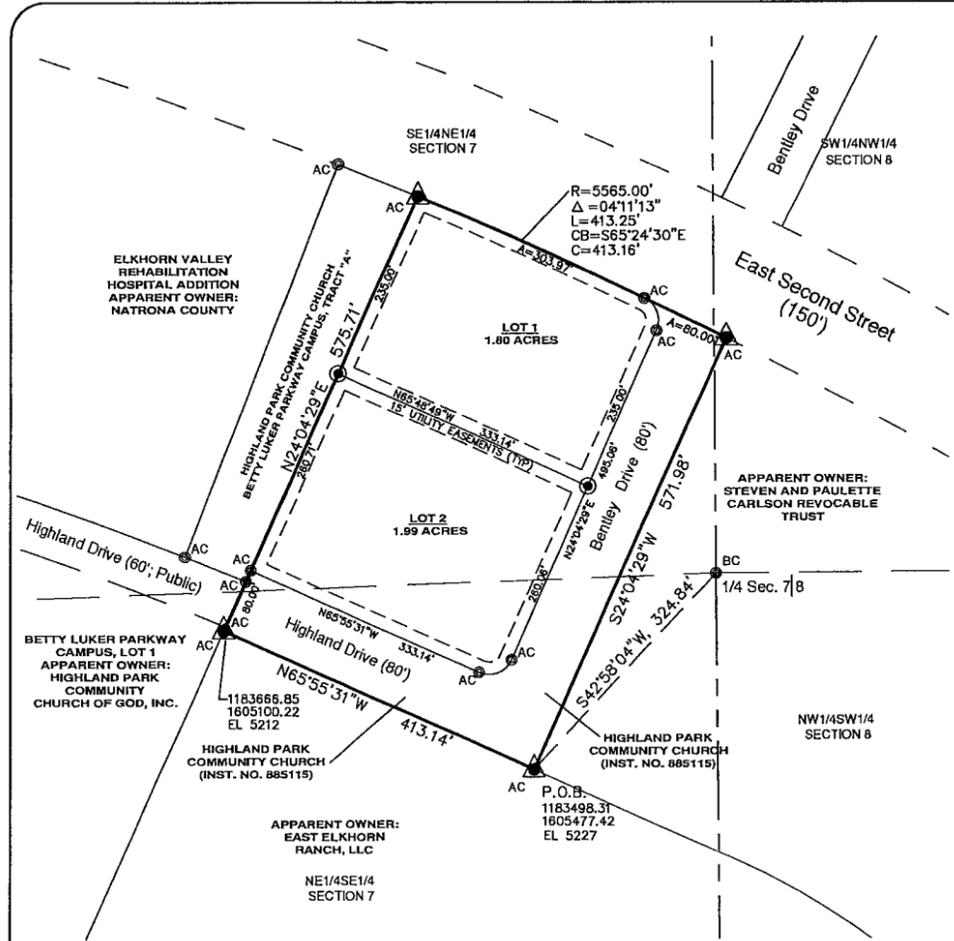
REC'D BY: dh

EXHIBIT

A

Betty Luker Parkway Campus No. 3

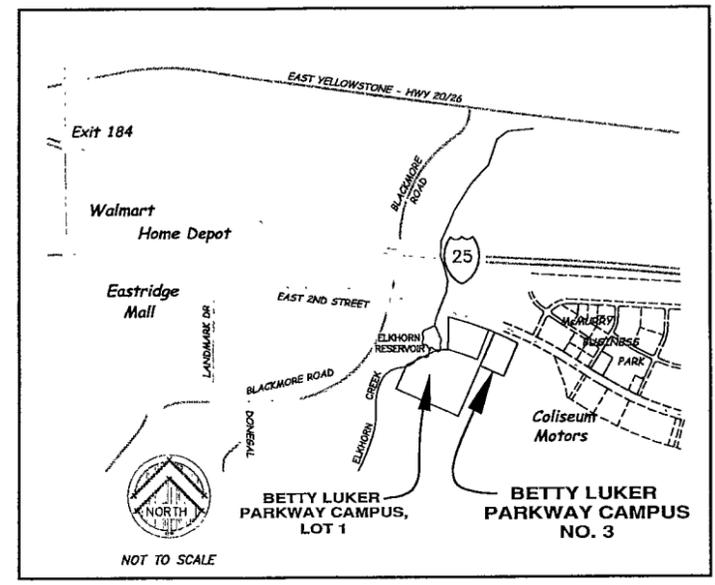




CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA }
 I, JAMES F. JONES, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5529, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JANUARY, 2009, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF, AND BEARINGS ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86 ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

- LEGEND**
- ▲ SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - FOUND MONUMENT AS NOTED



VICINITY MAP

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS ___ DAY OF _____, 201__

ATTEST: SECRETARY _____ CHAIRMAN _____

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED,
 ADOPTED AND APPROVED THIS _____, DAY OF _____, 201__

ATTEST: CITY CLERK _____ MAYOR _____

INSPECTED AND APPROVED THIS ___ DAY OF _____, 201__

INSPECTED AND APPROVED THIS ___ DAY OF _____, 201__

_____ CITY ENGINEER
 _____ CITY SURVEYOR

RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS ___ DAY OF _____, 201__

INSTRUMENT NO. _____ COUNTY CLERK _____

NOTES

1. ERROR OF CLOSURE EXCEEDS 1.318,000.
2. BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86. ELEVATIONS ARE BASED ON NAVD 1988 DATUM. ALL DISTANCES ARE GROUND.
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°44'35.89965", AND THE COMBINATION SCALE FACTOR IS 0.999789061.

CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA }
 THE UNDERSIGNED, STEVEN PAUL CARLSON AND PAULETTE JOAN CARLSON, TRUSTEES UNDER THE STEVE AND POLLY REVOCABLE TRUST DATED JUNE 15, 2012, AND HIGHLAND PARK COMMUNITY CHURCH OF GOD, INC., DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND, BEING LOCATED IN THE SE1/4NE1/4 AND THE NE1/4SE1/4 OF SECTION 7, AND THE SW1/4NW1/4 OF SECTION 8, T.33N., R.78W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7, MONUMENTED BY A BRASS CAP;

THENCE S42°58'04"W, 324.84 FEET TO A BRASS CAP SET THIS SURVEY AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION;

THENCE N65°55'31"W, ALONG THE SOUTHERLY LINE OF THIS PARCEL OF LAND, AND ALONG THE SOUTHERLY LINE OF A PARCEL OF LAND OWNED BY HIGHLAND PARK COMMUNITY PARK AS DESCRIBED IN THE QUITCLAIM DEED RECORDED MARCH 9, 2010 AS INSTRUMENT NO. 885115, 413.14 FEET TO A BRASS CAP SET THIS SURVEY AT THE SOUTHWEST CORNER OF THIS PARCEL OF LAND, SAID POINT LIES ON THE EASTERLY LINE OF THE BETTY LUKER PARKWAY CAMPUS, LOT 1;

THENCE N24°04'29"E, ALONG THE WESTERLY LINE OF THIS PARCEL OF LAND, AND THE EASTERLY LINE OF SAID BETTY LUKER PARKWAY CAMPUS, LOT 1, 575.71 FEET TO A BRASS CAP SET THIS SURVEY AT THE NORTHWEST CORNER OF THIS PARCEL OF LAND, SAID POINT BEING LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST SECOND STREET AND BEING ALSO THE NORTHEAST CORNER OF TRACT "A" OF BETTY LUKER PARKWAY CAMPUS, LOT 1;

THENCE EASTERLY, 413.25 FEET ALONG THE NORTHERLY LINE OF THIS PARCEL OF LAND, THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST SECOND STREET, AND ALONG THE ARC OF A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 5565.00 FEET, THROUGH A CENTRAL ANGLE OF 04°11'13", SAID CURVE HAVING A CHORD BEARING OF S65°24'30"E AND A CHORD DISTANCE OF 413.18 FEET TO A BRASS CAP SET THIS SURVEY AT THE NORTHEAST CORNER OF THIS PARCEL OF LAND;

THENCE S24°04'29"W, ALONG THE EASTERLY LINE OF THIS PARCEL OF LAND, THE EASTERLY LINE OF SAID HIGHLAND PARK COMMUNITY PARK PARCEL, AND THE WESTERLY LINE OF A PARCEL OF LAND OWNED BY STEVEN AND PAULETTE CARLSON, 571.98 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.47 ACRES, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE PARCEL OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE THE "BETTY LUKER PARKWAY CAMPUS NO. 3" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. HIGHLAND DRIVE AND BENTLEY DRIVE AS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

STEVEN PAUL CARLSON AND PAULETTE JOAN CARLSON
 TRUSTEES UNDER THE STEVE AND POLLY CARLSON
 REVOCABLE TRUST DATED JUNE 15, 2012
 6658 RIVERSIDE DRIVE
 CASPER, WYOMING 82604

STEVEN PAUL CARLSON, TRUSTEE
 STEVE AND POLLY REVOCABLE TRUST
 DATED JUNE 15, 2012

PAULETTE JOAN CARLSON, TRUSTEE
 STEVE AND POLLY REVOCABLE TRUST
 DATED JUNE 15, 2012

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVEN PAUL CARLSON AND POLLY JOAN CARLSON, TRUSTEES UNDER THE STEVE AND POLLY REVOCABLE TRUST DATED JUNE 15, 2013, THIS ___ DAY OF _____, 201__

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

HIGHLAND PARK COMMUNITY CHURCH OF GOD, INC.
 5725 HIGHLAND DRIVE
 CASPER, WYOMING 82609

MIKE FACKLER, CHAIRPERSON
 LESLIE BROMLEY, TREASURER
 ED STEBBINS, CHAIRMAN, BOARD OF TRUSTEES

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MIKE FACKLER, CHAIRPERSON; LESLIE BROMLEY, TREASURER; AND ED STEBBINS, CHAIRMAN OF THE BOARD OF TRUSTEES OF HIGHLAND PARK COMMUNITY CHURCH OF GOD, INC. THIS DAY OF _____, 201__

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

ANNEXATION AND PLAT OF A PORTION OF
 THE SE1/4NE1/4 & THE NE1/4SE1/4 OF SECTION 7
 AND THE SW1/4NW1/4 OF SECTION 8
 T.33N., R.78W.
 AS THE
BETTY LUKER PARKWAY CAMPUS NO. 3
 TO THE CITY OF -CASPER, WYOMING
 NATRONA COUNTY WYOMING

2015 TAX LEVIES FOR NATRONA COUNTY

| TAXING DISTRICTS | | | | | | | | | | |
|---------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-----------------|---------------|--|
| District | CASPER | EDGERTON | EVANSVILLE | MIDWEST | MILLS | BAR NUNN | NPWS | CASPER MOUNTAIN | SD #1 | |
| Dist # | 0150 | 0151 | 0152 | 0153 | 0154 | 0155 | 0125 | 0121 | 0120 | |
| State School Foundation Program | 12.000 | 12.000 | 12.000 | 12.000 | 12.000 | 12.000 | 12.000 | 12.000 | 12.000 | |
| School District #1 | | | | | | | | | | |
| 8 mill school levy | 6.000 | 6.000 | 6.000 | 6.000 | 6.000 | 6.000 | 6.000 | 6.000 | 6.000 | |
| Operating Levy | 25.000 | 25.000 | 25.000 | 25.000 | 25.000 | 25.000 | 25.000 | 25.000 | 25.000 | |
| Recreation Levy | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | |
| BOCES | 0.500 | 0.500 | 0.500 | 0.500 | 0.500 | 0.500 | 0.500 | 0.500 | 0.500 | |
| Bonds & Interest | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | 0.000 | |
| TOTAL SCHOOL DISTRICT | 32.500 | 32.500 | |
| Community College | | | | | | | | | | |
| Operating Levy | 4.000 | 4.000 | 4.000 | 4.000 | 4.000 | 4.000 | 4.000 | 4.000 | 4.000 | |
| Additional Operating Levy | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | |
| BOCES | 0.500 | 0.500 | 0.500 | 0.500 | 0.500 | 0.500 | 0.500 | 0.500 | 0.500 | |
| Bonds & Interest | 1.890 | 1.890 | 1.890 | 1.890 | 1.890 | 1.890 | 1.890 | 1.890 | 1.890 | |
| TOTAL COMMUNITY COLLEGE | 7.390 | 7.390 | |
| Natrona County | | | | | | | | | | |
| General Fund | 12.000 | 12.000 | 12.000 | 12.000 | 12.000 | 12.000 | 12.000 | 12.000 | 12.000 | |
| TOTAL NATRONA COUNTY | 12.000 | 12.000 | |
| County Weed & Pest | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | 1.000 | |
| Municipal Levies | 8.000 | 8.000 | 8.000 | 8.000 | 8.000 | 8.000 | | | | |
| Sewer, Water & Fire Bonds | | | | | | | 8.000 | | | |
| Fire Protection | | | | | | | 3.000 | 3.000 | 3.000 | |
| TOTAL LEVY FOR DISTRICT | 72.890 | 72.890 | 72.890 | 72.890 | 72.890 | 72.890 | 75.890 | 67.890 | 67.890 | |

2015 SPECIAL DISTRICTS:

| <u>TAX DISTRICT</u> | <u>MILL LEVY</u> | | |
|--|--------------------------|--------------------------|--------------------|
| 0121 CASPER MOUNTAIN FIRE | 3.000 | 0144 POISON SPIDER | \$625.00 |
| 0156 DOWNTOWN DEV AUTHORITY | 16.00 | 0146 SKYVIEW / COLMAN | \$200.00 PER LOT |
| 0125 NORTH PLATTE WATER & SEWER | 8.000 | 0149 BRANDT-GOTHBERG | VARIES |
| 0122 PIONEER WATER & SEWER | 8.000 | 0160 BLOODY TURNIP | \$180 / \$300 |
| 0128 WARDWELL WATER & SEWER | 8.000 | 0162 BROOKHURST | \$120.00 |
| TAXING ENTITIES MILL LEVY | | 0163 EAST HENRIE ROADWAY | \$264.00 |
| STATE SCHOOL FOUNDATION | 12.00 | 0164 BIG RIVER ESTATES | \$250.00 PER OWNER |
| SCHOOL DISTRICT #1 | 32.50 | 0167 NORTH MOUNTAIN VIEW | \$295.00 PER LOT |
| CASPER COLLEGE | 7.390 | 0169 MILE HIGH | \$175.00 PER TAP |
| COUNTY WEED & PEST | 1.000 | | |
| MUNICIPAL LEVIES | 8.000 | | |
| COUNTY FIRE PROTECTION | 3.000 | | |
| CASPER MOUNTAIN FIRE | 3.000 | | |
| NATRONA COUNTY | 12.00 | | |
| IMPROVEMENT & SERVICE DISTRICTS | REQUESTED DOLLARS | | |
| 0123 PURSEL LANDS | \$100.00 PER LOT | | |
| 0124 LAKEVIEW | \$530.00 | | |
| 0126 WESTLAND PARK | \$200.00 | | |
| 0127 RED BUTTE | \$225.00 | | |
| 0130 BURD ROAD | VARIES | | |
| 0131 RENAUNA | VARIES | | |
| 0132 SKYLINE RANCHES | VARIES | | |
| 0136 VISTA WEST/WESTGATE PARK | \$986.00 | | |
| 0137 WEBB CREEK | \$700.00 | | |
| 0138 33 MILE ROAD | \$750.00 PER TAP | | |
| 0139 SANDY LAKE ESTATES | \$100.00 | | |
| 0140 SUNLIGHT | \$100.00 | | |
| 0141 INDIAN SPRINGS | VARIES | | |
| 0142 THE ASPENS | \$250.00 | | |
| 0143 PARK EAST RANCHETTES | \$40.00 | | |

UTILITIES

Rocky Mountain Power Attn: Leslie Blythe
2840 East Yellowstone Hwy
Casper, WY 82609

Century Link Timothy Doyle
103 North Durbin Street
Casper, WY 82601
(307) 235-2479

Century Link Tim Doyle
CenturyLink Engineer II
for Casper and Glenrock WY
4719 Ridge Rd
Cheyenne WY
Office# 307-771-6417
Cell# 307-509-9905

Charter Bob Casados
451 South Durbin Street
Casper, WY 82601

SourceGas Kelly Spitz
1535 East Yellowstone
Casper, WY 82601
(307) 261-3321

**BETTY LUKER PARKWAY CAMPUS NO. 3
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 20th day of October, 2015 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. Steven Paul Carlson and Paulette Joan Carlson, Trustees under the Steve and Polly Carlson Revocable Trust dated June 15, 2012, 6658 West Riverside Drive, Casper, Wyoming 82604 ("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 annex and plat a portion of the SE1/4NE1/4 and the NE1/4SE1/4 of Section 7, and the SW1/4NW1/4 of Section 8, T33N, R78W, 6th P.M., Natrona County Wyoming, comprising 5.47-acres, more or less, to create Betty Luker Parkway Campus No. 3.
- C. A plat of Betty Luker Parkway Campus 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 (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.

2.16 Other Requirements:

- a. Access to Lot 1, Betty Luker Parkway Campus No. 3 will be off of Bentley Drive only, and no access off of East Second Street shall be permitted.
- b. At the time that Betty Luker Parkway Campus No. 3 is developed, Bentley Drive and Highland Drive shall be constructed by Owner to standard City specifications, including the extension of any necessary utilities, curb, gutter, sidewalk, asphalt, and street lights.
- c. Sidewalks along Bentley drive shall be constructed as standard City five (5) foot wide detached sidewalks with the maximum possible width devoted to the "parkway" area located between the sidewalk and the curb for the planting of street trees when the lots are developed.

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:

Steven Paul Carlson and Paulette Joan
 Carlson, Trustees under the Steve and
 Polly Carlson Revocable Trust Dated June
 15, 2012
 6658 West Riverside Drive
 Casper, Wyoming 82604

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:

Wallace Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Charlie Powell
Mayor

WITNESS:

OWNER

By: Dee Hardy
Printed Name: Dee Hardy
Title: Notary

Steven Paul Carlson and
Paulette Joan Carlson, Trustees
under the Steve and Polly
Carlson Revocable Trust dated
June 15, 2012

By: [Signature]

Printed Name: STEVEN P. CARLSON

Title: TRUSTEE

By: Polly Carlson

Printed Name: Polly Carlson

Title: Trustee

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 201__ by Charlie Powell as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

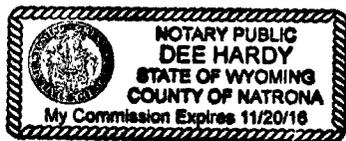
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 20th day of October, 2015 by Steven Paul Carlson as Trustee under the Steve and Polly Carlson Revocable Trust dated June 15, 2012.

(Seal, if any)



Dee Hardy
(Signature of notarial officer)

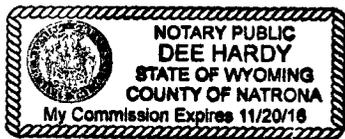
Mayor
Title (and Rank)

[My Commission Expires: 11/20/16]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

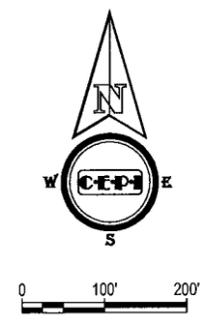
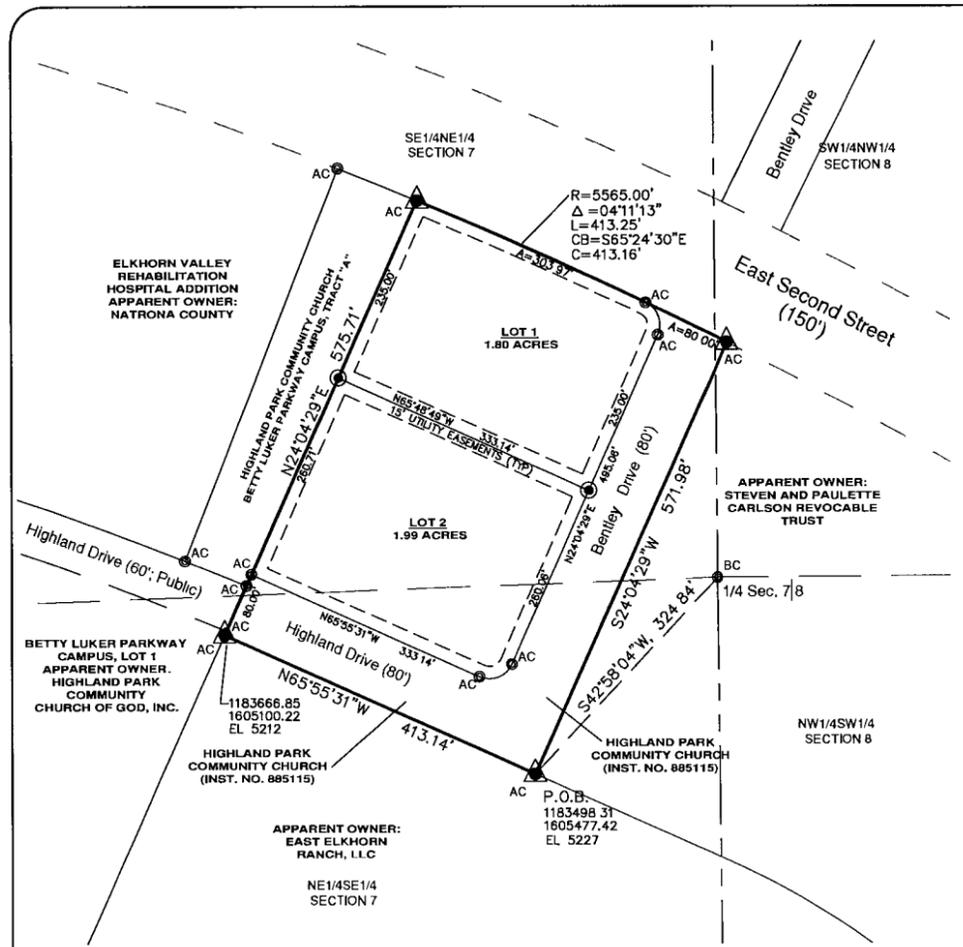
This instrument was acknowledged before me on this 20th day of October, 2015 by Paulette Joan Carlson as Trustee under the Steve and Polly Carlson Revocable Trust dated June 15, 2012.

(Seal, if any)



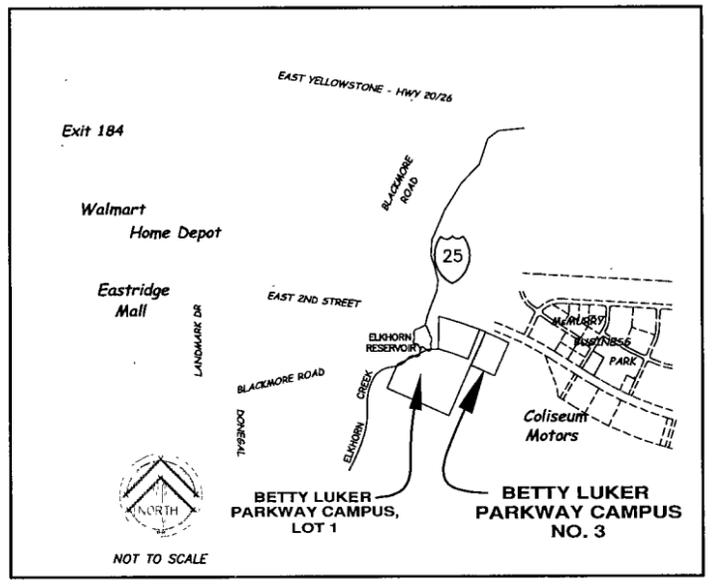
Dee Hardy
(Signature of notarial officer)
Notary
Title (and Rank)

[My Commission Expires: 11/20/16]



CERTIFICATE OF SURVEYOR
 STATE OF WYOMING }
 COUNTY OF NATRONA }
 I, JAMES F. JONES, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5529, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN JANUARY, 2009, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF, AND BEARINGS ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

- LEGEND**
- ▲ SET BRASS CAP
 - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
 - FOUND MONUMENT AS NOTED



VICINITY MAP

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS ____ DAY OF _____, 201__

ATTEST: SECRETARY _____ CHAIRMAN _____

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY ORDINANCE NO. _____, DULY PASSED,
 ADOPTED AND APPROVED THIS ____ DAY OF _____, 201__

ATTEST: CITY CLERK _____ MAYOR _____

INSPECTED AND APPROVED THIS ____ DAY OF _____, 201__

INSPECTED AND APPROVED THIS ____ DAY OF _____, 201__

 CITY ENGINEER

 CITY SURVEYOR

RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS ____ DAY OF _____, 201__

INSTRUMENT NO. _____ COUNTY CLERK _____

NOTES

- ERROR OF CLOSURE EXCEEDS 1:318,000
- BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86. ELEVATIONS ARE BASED ON NAVD 1988 DATUM. ALL DISTANCES ARE GROUND.
- THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°44'35.89965", AND THE COMBINATION SCALE FACTOR IS 0.999789061.

CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA }
 THE UNDERSIGNED, STEVEN PAUL CARLSON AND PAULETTE JOAN CARLSON, TRUSTEES UNDER THE STEVE AND POLLY REVOCABLE TRUST DATED JUNE 15, 2012, AND HIGHLAND PARK COMMUNITY CHURCH OF GOD, INC., DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND, BEING LOCATED IN THE SE1/4NE1/4 AND THE NE1/4SE1/4 OF SECTION 7, AND THE SW1/4NW1/4 OF SECTION 8, T.33N., R.78W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7, MONUMENTED BY A BRASS CAP;

THENCE S42°58'04"W, 324.84 FEET TO A BRASS CAP SET THIS SURVEY AT THE SOUTHEAST CORNER OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, BEING THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION;

THENCE N65°55'31"W, 575.71 FEET TO A BRASS CAP SET THIS SURVEY AT THE NORTHWEST CORNER OF THIS PARCEL OF LAND OWNED BY HIGHLAND PARK COMMUNITY PARK AS DESCRIBED IN THE QUITCLAIM DEED RECORDED MARCH 9, 2010 AS INSTRUMENT NO. 885115, 413.14 FEET TO A BRASS CAP SET THIS SURVEY AT THE SOUTHWEST CORNER OF THIS PARCEL OF LAND, SAID POINT LIES ON THE EASTERLY LINE OF THE BETTY LUKER PARKWAY CAMPUS, LOT 1;

THENCE N24°04'29"E, ALONG THE WESTERLY LINE OF THIS PARCEL OF LAND, AND THE EASTERLY LINE OF SAID BETTY LUKER PARKWAY CAMPUS, LOT 1, 575.71 FEET TO A BRASS CAP SET THIS SURVEY AT THE NORTHWEST CORNER OF THIS PARCEL OF LAND, SAID POINT BEING LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST SECOND STREET AND BEING ALSO THE NORTHEAST CORNER OF TRACT "A" OF BETTY LUKER PARKWAY CAMPUS, LOT 1;

THENCE EASTERLY, 413.25 FEET ALONG THE NORTHERLY LINE OF THIS PARCEL OF LAND, THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST SECOND STREET, AND ALONG THE ARC OF A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 5565.00 FEET, THROUGH A CENTRAL ANGLE OF 04°11'13", SAID CURVE HAVING A CHORD BEARING OF S65°24'30"E AND A CHORD DISTANCE OF 413.16 FEET TO A BRASS CAP SET THIS SURVEY AT THE NORTHEAST CORNER OF THIS PARCEL OF LAND;

THENCE S24°04'29"W, ALONG THE EASTERLY LINE OF THIS PARCEL OF LAND, THE EASTERLY LINE OF SAID HIGHLAND PARK COMMUNITY PARK PARCEL, AND THE WESTERLY LINE OF A PARCEL OF LAND OWNED BY STEVEN AND PAULETTE CARLSON, 571.98 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5.47 ACRES, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE PARCEL OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE THE "BETTY LUKER PARKWAY CAMPUS NO. 3" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. HIGHLAND DRIVE AND BENTLEY DRIVE AS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

STEVEN PAUL CARLSON AND PAULETTE JOAN CARLSON
 TRUSTEES UNDER THE STEVE AND POLLY CARLSON
 REVOCABLE TRUST DATED JUNE 15, 2012
 6658 RIVERSIDE DRIVE
 CASPER, WYOMING 82604

STEVEN PAUL CARLSON, TRUSTEE
 STEVE AND POLLY REVOCABLE TRUST
 DATED JUNE 15, 2012

PAULETTE JOAN CARLSON, TRUSTEE
 STEVE AND POLLY REVOCABLE TRUST
 DATED JUNE 15, 2012

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVEN PAUL CARLSON AND POLLY JOAN CARLSON, TRUSTEES UNDER THE STEVE AND POLLY REVOCABLE TRUST DATED JUNE 15, 2013, THIS ____ DAY OF _____, 201__

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

HIGHLAND PARK COMMUNITY CHURCH OF GOD, INC.
 5725 HIGHLAND DRIVE
 CASPER, WYOMING 82609

MIKE FACKLER
 CHAIRPERSON

LESLIE BROMLEY
 TREASURER

ED STEBBINS
 CHAIRMAN, BOARD OF TRUSTEES

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MIKE FACKLER, CHAIRPERSON, LESLIE BROMLEY, TREASURER, AND ED STEBBINS, CHAIRMAN OF THE BOARD OF TRUSTEES OF HIGHLAND PARK COMMUNITY CHURCH OF GOD, INC. THIS DAY OF _____, 201__

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____ NOTARY PUBLIC _____

ANNEXATION AND PLAT OF A PORTION OF
 THE SE1/4NE1/4 & THE NE1/4SE1/4 OF SECTION 7
 AND THE SW1/4NW1/4 OF SECTION 8
 T.33N., R.78W.
 AS THE
BETTY LUKER PARKWAY CAMPUS NO. 3
 TO THE CITY OF CASPER, WYOMING
 NATRONA COUNTY WYOMING

RESOLUTION NO. 15-305

A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE 15-1-402 REGARDING THE ANNEXATION OF 5.47-ACRES, DESCRIBED AS THE BETTY LUKER PARKWAY CAMPUS NO. 3 SUBDIVISION, NATRONA COUNTY, WYOMING

WHEREAS, the hearing to determine whether the above described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute 15-1-402, is required to consider and make certain findings prior to the 5.47-acre parcel being eligible for annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and sewer, will be made available to the property owners.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.

5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.
6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for an December 1, 2015 public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 was published in the Casper Star-Tribune October 29, 2015 and November 5, 2015; and notice was given as provided by Wyoming State Statute 15-1-405.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Charlie Powell
Mayor

ORDINANCE NO. 33-15

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING CREATING THE BETTY LUKER PARKWAY CAMPUS NO. 3 SUBDIVISION; AND ALSO APPROVING THE BETTY LUKER PARKWAY CAMPUS NO. 3 SUBDIVISION AGREEMENT

WHEREAS, Steven and Paulette Carlson, Trustees under the Steve and Polly Carlson Revocable Trust Dated June 15, 2012, has applied to annex, plat and zone as C-2 (General Business) a 5.47-acre parcel, located in a portion of the SE1/4NE1/4 and the NE1/4SE1/4 of Section 7, and the SW1/4NW14 of Section 8, T33N, R78W, 6th P.M., Natrona County Wyoming, to create the Betty Luker Parkway Campus No. 3 Subdivision to the City of Casper; and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and submitted said petition to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report shall be completed in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating the Betty Luker Parkway Campus No. 3 Subdivision, and the zoning of the same as C-2 (General Business), following a public hearing on September 22, 2015.

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

SECTION 1:

The annexation of a 5.47-acre parcel to create the Betty Luker Parkway Campus No. 3 Subdivision is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat creating the Betty Luker Parkway Campus No. 3 Subdivision is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Steven Paul Carlson and Paulette Joan Carlson, Trustees under the Steve and Polly Carlson Revocable Trust Dated June 15, 2012, is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

The Betty Luker Parkway Campus No. 3 Subdivision is hereby zoned C-2 (General Business).

SECTION 5:

This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the 3rd day of November, 2015.

PASSED on 2nd reading the 17th day of November, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the _____ day of _____, 2015.

APPROVED AS TO FORM:

Wallace Tremblay

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Charlie Powell
Mayor

November 25, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Consideration of a zone change of Lot 15, Block 96, Casper Addition, located at 224 North Lincoln, from C-2 (General Business) to C-3 (Central Business).

Recommendation:

That Council, by ordinance, approve a zone change of Lot 15, Block 96, Casper Addition, located at 224 North Lincoln Street, from C-2 (General Business) to C-3 (Central Business).

Summary:

Coal Country Properties, LLC has applied for a zone change of Lot 15, Block 96, Casper Addition, located at 224 North Lincoln Street, from C-2 (General Business) to C-3 (Central Business). The property is currently vacant, and the applicant proposes to construct a warehouse on the property. A warehouse is not listed as a permitted use in the C-2 (General Business) zoning district, but is permitted in the C-3 (Central Business) zoning district. Assuming the zone change is approved, the applicant must then obtain site plan approval for the proposed warehouse. The site plan would be reviewed administratively, with no public hearing required; however, neighbors within three hundred (300) feet will be notified.

The Comprehensive Land Use Plan is the City's planning document that describes the values and ideals expressed by the community for its future. The Plan was created in 2000 and was based on approximately two years of citizen meetings and visioning intended to create a set of goals and policies regarding land use in the Casper area. Whenever a zone change is proposed, the Planning and Zoning Commission and the City Council should base their decisions on whether to approve the zone change on the criteria expressed in the Comprehensive Land Use Plan. Furthermore, Section 17.12.170 of the Casper Municipal Code specifies that staff must review zone change applications in context with the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council based on whether the zone change proposal conforms to the Plan.

The Future Land Use Plan is a map element of the Comprehensive Land Use Plan that visibly sets the City's policy regarding future zoning and land use patterns. It also provides assurance and direction to property owners and the private development sector with respect to the desired development activity of specific areas. In this case, the Future Land Use Plan element of the 2000 Casper Area Comprehensive Land Use Plan shows the desired future land use of the downtown area, generally described as C Street on the north, McKinley Street on the east, Poplar Street on the west, and Collins Drive on the south, to be "central business."

The implementation of the Future Land Use Plan sometimes happens incrementally, over a significant period of time. The City rarely finds the opportunity to initiate a large, area-wide

zone change, as was the case most recently with the urban renewal initiative better known as the Old Yellowstone District. Today, the City's major urban renewal efforts are focused on the Old Yellowstone District and the downtown; however, it is not inconceivable that someday, similar efforts could take place in this area, east of the downtown, as well. Until that time, the City continues to process zone changes in this portion of the "central business area" as opportunities arise. A series of smaller zone changes enacted over time will eventually implement the broad land use change desired for the area; and individual projects can often serve as a catalyst for future land use changes in the surrounding area. Within the last ten (10) years the City has reviewed and approved approximately twelve (12) similar rezoning requests in the immediate "central business area".

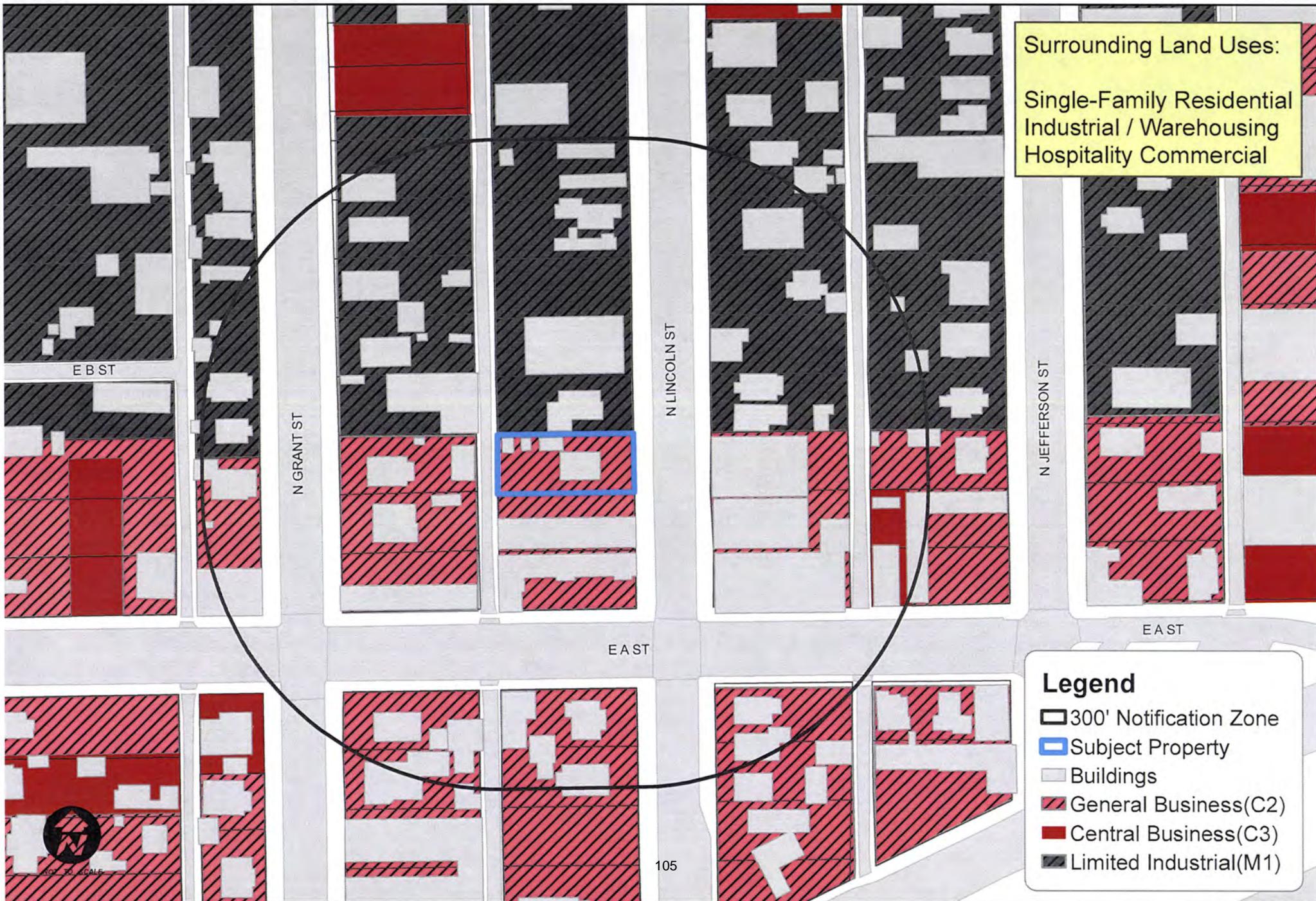
The proposed C-3 (Central Business) zoning district allows for the development of any and all of the following permitted uses:

1. Apartments located within a business structure;
2. Arcades;
3. Assisted living;
4. Automobile sales and/or repairing;
5. Automobile service stations;
6. Banks, savings and loans, and finance companies;
7. Bars, taverns, and cocktail lounges, excluding drive-in/through facilities;
8. Bed and breakfast;
9. Bed and breakfast homestay;
10. Bed and breakfast inn;
11. Business, general retail;
12. Clubs or lodges;
13. Conventional site-built and modular single-family, two-family, multifamily townhomes and condominiums, and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;
14. Dance studios;
15. Day-care, adult;
16. Child care center;
17. Family child care center - zoning review;
18. Family child care home;
19. Family child care home - zoning review;
20. Drugstores;
21. Electrical, television, radio repair shops;
22. Government office buildings and community facilities;
23. Grocery stores;
24. Group homes;
25. Multi-story apartment buildings;
26. Homes for the homeless (long-term shelters);
27. Hotels, motels;
28. Manufacturing, assembling, or packaging of products from previously prepared materials;
29. Mortuaries;
30. Offices, general and professional;
31. Offices, medical (laboratories, clinics, health spas, and rehabilitation centers);

32. Parking garages;
33. Parks, playgrounds, historical sites, and other similar recreational facilities;
34. Pawn shops;
35. Personal service shops;
36. Pharmacies;
37. Printing and newspaper houses;
38. Public utility and public service offices;
39. Public utility and public service installations, excluding repair and storage facilities;
40. Radio and television stations, including transmitting and receiving towers;
41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Transportation depots;
47. Vocational centers, medical and professional institutions;
- 48. Warehouse and other indoor storage;**
49. Neighborhood assembly uses;
50. Regional assembly uses;
51. Branch community facilities;
52. Neighborhood grocery;
53. Church.

The Planning and Zoning Commission recommended approval of the zone change after a public hearing held on October 27, 2015. There were no public comments, either for or against the zone change.

224 North Lincoln



ORDINANCE NO. 39-15

AN ORDINANCE APPROVING A ZONE CHANGE OF LOT 15, BLOCK 96, CASPER ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to rezone the above described property from zoning classification C-2 (General Business) to C-3 (Central Business); and,

WHEREAS, after a public hearing on October 27, 2015, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lot 15, Block 96, Casper Addition, more commonly known as 224 North Lincoln Street, is hereby rezoned from zoning classifications C-2 (General Business) to C-3 (Central Business).

SECTION 2:

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

PASSED on 1st reading the ____ day of _____, 201__.

PASSED on 2nd reading the ____ day of _____, 201__.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 201__.

APPROVED AS TO FORM:

Wallace Tremblay

ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Mayor

ORDINANCE NO. 34-15

AN ORDINANCE AMENDING SECTION 5.08.010 TO ADD A DEFINITION OF "CONVICTION" FOR PURPOSES OF CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE.

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

Section 1: That Section 5.08.010 of the Casper Municipal shall be amended to read as follows by adding a new paragraph 7 defining the word "Conviction":

5.08.010 - Definitions.

As used in this chapter:

1. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes, which contains more than one-half of one percent of alcohol by volume.
2. "Bar and grill liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
3. "Barrel" is a unit of liquid measure equal to thirty-one U.S. gallons.
4. "Building" means a roofed and walled structure built or set in place for permanent use.
5. "Club" means any of the following organizations:
 - a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
 - b. A chapter, lodge or other local unit of an American national fraternal organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American fraternal organization means an organization actively operating in not less than thirty-six states or having been in active continuous existence for not less than twenty years, but does not mean a college fraternity;
 - c. A hall or building association of a local unit specified in subdivisions a and b of this subsection, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;
 - d. A golf club having more than fifty bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
 - e. A social club with more than one hundred bona fide members who are residents of the county in which it is located, owning, maintaining or operating club

quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one year. The club shall have had during this one-year period a bona fide membership paying dues of at least twenty-five dollars per year as recorded by the secretary of the club, quarterly meetings, and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the commission a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the commission a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to Section 5.08.060, shall be in good standing by having paid at least one full year in dues;

- f. Club does not mean college fraternities or labor unions.
- 6. "Commission" means the Wyoming Liquor Commission.
- 7. **“CONVICTION” FOR THE PURPOSE OF COMPUTING DEMERIT POINTS AGAINST A LIQUOR LICENSE HOLDER SHALL MEAN A FINDING OF GUILTY, THE ENTRY OF A GUILTY OR NO CONTEST PLEA, OR THE ENTRY OF A GUILTY OR NO CONTEST PLEA AS PART OF A DEFERRED SENTENCE IN ANY COURT TO ANY DEMERIT POINT VIOLATION AS SET FORTH IN SECTION 5.08.190.**
- 78. "Drugstore" means space in a building maintained, advertised and held out to the public as a place where drugs and medicines are sold and prescriptions compounded and where a registered pharmacist is regularly employed.
- 89. "Industry representative" means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.
- 910. "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.
- 1011. "Licensee" means a person holding a:
 - a. Retail liquor license;
 - b. Limited retail liquor license;
 - c. Resort liquor license;
 - d. Malt beverage permit;
 - e. Restaurant liquor license;
 - f. Catering permit;
 - g. Special malt beverage permit; or

- h. Bar and grill liquor license.
- ~~1412~~. "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.
- ~~1413~~. "Malt beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.
- ~~1414~~. "Malt beverage permit" means the authority under which the licensee is permitted to sell malt beverages only.
- ~~1415~~. "Microbrewery" is a commercial enterprise as defined by Wyoming Statute Section 12-1-101(a)(ixx).
- ~~1416~~. "Operational" means offering for sale to the general public alcoholic liquor and malt beverages as authorized under a license or permit issued under this title for not less than three consecutive months during any calendar year.
- ~~1417~~. "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.
- ~~1418~~. "Person" includes an individual person, partnership, corporation, limited liability company or association.
- ~~1419~~. "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.
- ~~1420~~. "Restaurant" means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages. The building shall have a dining room or rooms, a kitchen and the number and kinds of employees necessary for the preparing, cooking and serving of meals in order to satisfy the licensing authority that the space is intended for use as a full-service restaurant. The service of only fry orders or such food and victuals as sandwiches, hamburgers or salads shall not be deemed a restaurant for the purposes of this section.
- ~~2021~~. "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
- ~~2122~~. "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.
- ~~2223~~. "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.
- ~~2324~~. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging for goods, services or patronage, or an

exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.

- 2425. "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.
- 2526. "This chapter" means Ordinance 25-86.
- 2627. "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.
- 2728. "Winery" means a commercial enterprise manufacturing wine at a single location in Wyoming in quantities not to exceed ten thousand gallons per year.

Section 2:

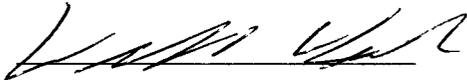
This ordinance shall become in full force and effect upon passage on third reading and publication.

PASSED on first reading this 17th day of November 2015.

PASSED on second reading this ____ day of _____ 2015.

PASSED, APPROVED AND ADOPTED on third and final reading this ____ day of 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Charlie Powell
Mayor

November 3, 2015

Memo To: V H McDonald , City Manager
From: Doug Follick, Leisure Services Director
Alan Kieper, Special Facilities Manager
Joe Fernau, Golf Course Superintendent
Subject: 2016 Municipal Golf Course Fees

Recommendation:

That Council, by resolution, approve fee increases for the Municipal Golf Course, effective April 1, 2016.

Summary:

An annual staff review of golf budget incomes/expenses, along with a review of similar golf course operations, indicates the need for certain fee changes. Decreasing income and increased costs associated with capital equipment, capital projects, fuel, course improvements, and utilities necessitate the proposed fee increases. Using current Wyoming and surrounding area golf course fee comparisons and trends, the proposed fee changes remain in line with Casper and surrounding courses.

To summarize, over the past 16 years (2000 to 2015): 4 years there were **no fee increases**, 3 years there were increases in all categories, 5 years only green and/or cart fees were increased, 4 years only season passes were increased, and 2000 was the base comparison year. While the fee increases listed below do not make up for the average 5 year deficit, they represent a compromise of season pass/golf cart rental fee increases that are within market, and attempt to reduce deficit operations. The Leisure Services Advisory Board has recommended approval of the golf course fee increase.

| <u>Fee Category</u> | <u>Current Fees</u> | <u>Proposed Fees</u> |
|---|---------------------|----------------------|
| Season Passes: | | |
| Adult (19 years of age & older) | \$550 | \$575 (+\$25)* |
| Half-Season (after July 1 st) | \$350 | \$350 no change |
| Youth (13-18 yrs. – was Junior) | \$250 | \$250 no change |
| Child (12 yrs. and under – new) | \$125 | \$125 no change |
| Green Fees: | | |
| 9 Holes (weekdays/weekend) | \$20/\$22 | \$20/\$22 no change |
| 18 Holes (weekdays/weekend) | \$32/\$34 | \$32/\$34 no change |

| | | |
|------------------------------|--------------|----------------|
| 9 Holes (Youth Special) | \$10 | \$10 no change |
| 18 Holes (Youth Special) | \$15 | \$15 no change |
| Cart Rental | | |
| 9 Holes of Play | \$18 | \$18 no change |
| 18 Holes of Play | \$30 | \$30 no change |
| Golf Cart Trail Fees: | | |
| 2001 Season & Beyond | \$300/season | \$300/season |

A resolution is attached for Council's consideration.

* The Casper Municipal Golf Course will offer a pre-season pass discount of \$25 (\$550 vs. \$575) once the new fees are approved, good until April 1st, of 2016; this is similar to the ski area pre-season pass discount that the golfing public has been asking for.

RESOLUTION NO. 15-306

A RESOLUTION RESCINDING RESOLUTION NO. 14-274 AND ESTABLISHING FEES FOR USE OF THE CASPER MUNICIPAL GOLF COURSE.

WHEREAS, the Casper City Council has established a policy that individuals, groups, or organizations who desire the use of various recreational facilities shall bear a portion of the cost of servicing, maintenance, improving these facilities; and,

WHEREAS, it is necessary to review the fees and use of the facilities on a regular basis, and revise said fees and use as necessary, in order to facilitate the foregoing policy.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following fees, charges, and use are hereby established for the Municipal Golf Course, effective April 1, 2016:

1. Memberships:
 - A. Adult (19 years of age and older) \$575 per year
 - B. Youth (13-18 years of age) \$250 per year
 - C. Child (12 years of age and under) \$125 per year
 - D. Half-Season (on sale after July 1st) \$350 per season

2. Greens Fees:
 - A. 9 Holes \$20.00 (weekdays)
\$22.00 (weekends)
 - B. 9 Holes (Youth Special)** \$10.00 (weekdays & weekends)
 - C. 18 Holes \$32.00 (weekdays)
\$34.00 (weekends)
 - D. 18 Holes (Youth Special)** \$15.00 (weekdays & weekends)

3. Golf Cart Rental:
 - A. 9 Holes \$18.00 (weekdays & weekends)
 - B. 18 Holes \$30.00 (weekdays & weekends)

4. Golf Cart Trail Fees:***
 - A. 2001 Season & Beyond \$300 annual user fee.

5. Special Rates:
 - A. The Leisure Services Director, or authorized designate, may authorize reductions in fees for special promotions, unique situations, or emergencies; if such reductions are in the best interest of the City of Casper.

* Membership (or season pass) fees, are based on chronological age of participants, and not on the definition of a family unit.

** Promotional green fee to encourage development of a future generation of golfers.

*** An Annual Trail Fee is charged for privately-owned golf carts operated on the Casper Municipal Golf Course. Only for current existing carts and owners, who are “grandfathered,” no new private owners or carts are allowed.

BE IT FURTHER RESOLVED: That Resolution No. 14-274 is hereby rescinded.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

November 5, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director 
Jason Knopp, P.E., City Engineer 
Terry Cottenoir, Engineering Technician

SUBJECT: Contract for Professional Services
Second Street Water Main Loop Project, No. 14-50

Recommendation:

That Council, by resolution, authorize a contract for professional services with Environmental & Civil Solutions, LLC (ECS), for construction administration services for the Second Street Water Main Loop Project, No. 14-50, in the amount of \$25,798.30.

Summary:

Recent development along East 2nd Street in Casper has increased the demand for potable water in an area where a large, primary water main loop does not exist. This results in less than desirable pressures and lack of redundancy.

ECS is under contract with the City to perform an initial study and the subsequent design to provide East 2nd Street with a redundant twelve-inch (12") water main from the Claude Creek Tank transmission main to East 2nd Street. The study and design have been completed with the project let out in July of 2015 and awarded to Andreen Hunt Construction.

Request for proposals were sent out to qualified consultants to provide design services for East 2nd Street Water Main Loop, which ECS was selected through an interview process. Staff recommends entering into a contract with ECS Engineering for construction administration services, with a proposed fee of \$25,798.30.

Construction administration services for the project 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 by December 30, 2015.

Funding for this project will be from Water Fund Reserves.

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 _____ day of _____, 2015, 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. Environmental & Civil Solutions, LLC., d/b/a ECS, 111 West 2nd Street, Suite 600, 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 desiring to install a water main loop from East Second Street to the Claude Creek Trunkline.

B. The project requires professional services for construction administration.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to the 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 services detailed in their proposal attached as Exhibit ‘A’.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of December, 2015.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a lump sum of Twenty-Five Thousand Seven Hundred Ninety-Eight Dollars and 30 Cents (\$25,798.30).

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 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 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:

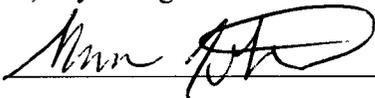
(Environment & Civil Solutions, LLC. – Second Street Water Main Loop)



CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

CONSULTANT
Environmental & Civil Solutions, LLC.
111 West 2nd Street, Suite 600
Casper, Wyoming 82601

By:  _____

Printed Name: Shawn Gustafson

Title: Principal

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. SUBCONSULTANT:

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. Workers' 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 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, 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 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.

June 18, 2015

Mr. Jason Knopp, PE
City Engineer
City of Casper Public Services Department
City Engineering Division
200 North David
Casper, WY 82601

RE: 14-50, Second Street Water Loop

Mr. Knopp:

On behalf of Environmental and Civil Solutions LLC (ECS) I would like to thank you for the opportunity to provide the City of Casper our Services for this project. ECS enjoys every opportunity to work with the City of Casper, and this project has been no exception. We have found the Second Street Water Loop project to be both challenging and rewarding.

Our proposed price is based the following factors: our 2015 Fee Schedule, Strata's fee submittal, the anticipated project duration, the types of service necessary, and the estimated number of hours needed to complete each task. In each task we estimated the number of hours that each member of our ECS team will spend on the project as well as the equipment usage for each item.

With all this in mind our proposed construction administration fee is **\$25,798.30** not-to-exceed. If you have any questions about our price proposal please feel free to contact me at any time. ECS looks forward to the continued success of this project with the City of Casper.

Respectfully Submitted:

Environmental & Civil Solutions LLC



Shawn Gustafson, PE
Principal

RECEIVED JUN 23 2015



**ENGINEERING SERVICES FOR
SECOND STREET WATER MAIN LOOP
PREPARED JUNE 4, 2015**

5.) CONSTRUCTION ENGINEERING SERVICES

MANPOWER

| | | | | |
|---------------------------|----------|------|----|------------|
| Project Manager | \$145.00 | HOUR | 8 | \$1,160.00 |
| Engineer (RPR) | \$100.00 | HOUR | 70 | \$7,000.00 |
| Technician (Assistant RPF | \$75.00 | HOUR | 95 | \$7,125.00 |

EQUIPMENT

| | | | | |
|---------|---------|-------|------|------------|
| CADD | \$25.00 | HOURS | 5 | \$125.00 |
| Mileage | \$1.00 | MILES | 1158 | \$1,158.00 |

SUBTOTAL **\$16,568.00**

6.) Materials Testing

Services as provided by Strata as a Sub-Consultant to ECS

| | | | | |
|--|--|------------------------|--|--------------------------|
| | | | | \$2,000.00 |
| | | 10% Markup | | \$2,200.00 |
| | | <u>SUBTOTAL</u> | | <u>\$2,200.00</u> |

7.) Construction Surveying

Surveying services provided to layout improvements for contractor

MANPOWER

| | | | | |
|------------------------|----------|------|----|------------|
| Project Manager | \$145.00 | HOUR | 5 | \$725.00 |
| Project Engineer | \$100.00 | HOUR | 5 | \$500.00 |
| 1 Man Survey Crew With | \$140.00 | HOUR | 20 | \$2,800.00 |
| Staff Surveyor | \$85.00 | HOUR | 4 | \$340.00 |

EQUIPMENT

| | | | | |
|----------------|---------|------|----|---------|
| CADD | \$20.00 | HOUR | 4 | \$80.00 |
| Survey Mileage | \$1.00 | MILE | 40 | \$40.00 |

SUBTOTAL **\$4,485.00**

8.) Project Close-Out and Warranty Services

MANPOWER

| | | | | |
|-----------------|----------|------|----|------------|
| Project Manager | \$145.00 | HOUR | 5 | \$725.00 |
| Engineer | \$100.00 | HOUR | 15 | \$1,500.00 |

EQUIPMENT

| | | | | |
|---------|---------|-------|----|----------|
| CADD | \$20.00 | HOUR | 15 | \$300.00 |
| Mileage | \$1.00 | MILES | 20 | \$20.00 |

SUBTOTAL **\$2,545.00**

CONSTRUCTION SERVICE TOTAL **\$25,798.00**

2015 RATE SHEET

(Effective 3/1/15)



PROFESSIONAL SERVICES

| | | <u>HOURLY RATE</u> |
|--|--|-------------------------------|
| ENGINEERING | | |
| Senior Project Manager | SPM | \$ 160.00 |
| Project Manager | PM | \$ 145.00 |
| Senior Project Engineer | SPE | \$ 125.00 |
| Project Engineer | PE | \$ 105.00 |
| Senior Designer | SD | \$ 95.00 |
| Engineer | ENG | \$ 90.00 |
| Senior Engineering Technician | SET | \$ 85.00 |
| Engineering Technician | ET | \$ 75.00 |
| ENVIRONMENTAL | | |
| Senior Environmental Engineer | SEE | \$ 140.00 |
| Environmental Engineer | EE | \$ 85.00 |
| Senior Environmental Technician | ENVT | \$ 85.00 |
| LAND SURVEYING | | |
| Professional Land Surveyor | PLS | \$ 125.00 |
| Surveyor | PS | \$ 85.00 |
| Survey Technician | ST | \$ 75.00 |
| One Man Survey Crew w/ GPS or Total Station | SC1 | \$ 145.00 |
| One Man Survey Crew LS w/ GPS or Total Station | SCLS | \$ 175.00 |
| Two Man Survey Crew w/ GPS or Total Station | SC2 | \$ 225.00 |
| Administrative | AD | \$ 65.00 |
| Subconsultants | | Charged at Cost + 10% |
| Equipment | UTV (Day Rate, charge 1/2 or full day only) Sampling Equipment/Supplies | \$ 300.00 Project Specific |

DIRECT CHARGES

| | | |
|-------------------------------|---|----------------------------------|
| Per Diem and Lodging | | \$50.00/day + cost of lodging or |
| CADD | Hourly | \$ 25.00 |
| Mileage | All Vehicles | \$ 1.00 |
| Consumables Fee | % of Labor | 3% |
| Other Direct Project Expenses | i.e. special equipment rental, commercial travel bulk reproduction, protective clothing, supplies, meals, lodging, lab fees, etc. | Cost+10% |

Thank You!

RESOLUTION NO.15-307

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH ENVIRONMENTAL & CIVIL SOLUTIONS, LLC, FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE SECOND STREET WATER MAIN LOOP PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide construction administration services for the Second Street Water Main Loop Project; and,

WHEREAS, Environmental & Civil Solutions, LLC, is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Environmental & Civil Solutions, LLC, in the amount of Twenty-Five Thousand Seven Hundred Ninety-Eight Dollars and 30 Cents (\$25,798.30) 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 Twenty-Five Thousand Seven Hundred Ninety-Eight Dollars and 30 Cents (\$25,798.30).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Charlie Powell
Mayor

October 29, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director 
Jason Knopp, P.E., City Engineer 

SUBJECT: Underground Right-of-Way Easement with Rocky Mountain Power for West
Yellowstone Highway Power Conversion

Recommendation:

That Council, by resolution, execute an Underground Right-of-Way Easement between BP Products North America, Inc., Rocky Mountain Power, and the City of Casper for conversion of overhead power to underground for the West Yellowstone Highway and Walnut Street Reconstruction, Project No. 14-18.

Summary:

Reconstruction of West Yellowstone Highway between Poplar Street and Walnut Street is underway. A component of this project is converting the overhead power to underground, requiring easements for electrical equipment.

A resolution is prepared for Council's consideration.

Return to:

Rocky Mountain Power
Casper Estimating Department-Chris Coziahr
2840 E. Yellowstone Hwy.
Casper, WY 82609

Project Name: City of Casper conversion from overhead to underground on W. Yellowstone
WO#: 5892240

UNDERGROUND RIGHT OF WAY EASEMENT

Recitals

1. For value received, BP Products North America Inc., a Maryland corporation, successor-in-interest to Amoco Oil Company ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns ("Grantee"), a non-exclusive easement for (a) a right of way 10 feet in width and 15 feet in length on, across, or under the surface of the real property of Grantor in Natrona County, State of Wyoming known as Lot 4, Wilson Addition to the City of Casper, Natrona County, Wyoming as more particularly described and/or shown on Exhibits A and B attached hereto and made a part hereof for all purposes and (b) a right of way 10 feet in width and 20 feet in length on, across, or under the surface of the real property of Grantor in Natrona County, State of Wyoming known as Lot 5, Wilson Addition to the City of Casper, Natrona County, Wyoming as more particularly described and/or shown on Exhibits A and B (collectively, the "Easement Area"), both rights of way being granted solely for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement and removal of underground electric power transmission and distribution lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults (collectively, the "Improvements").

Together with the right of reasonable access to the right of way for all activities in connection with the purposes for which this Easement has been granted. Grantee shall have the right, at Grantee's expense, to keep the Easement Area clear of all brush, trees, timber, and other obstructions which might unreasonably impede Grantee's activities or pose a safety hazard to Grantee's facilities.

2. The Easement is subject to all existing matters, interests, conditions, easements and restrictions of record and unrecorded use and/or occupancy agreements and such additional matters, interests, conditions, easements, restrictions and occupancy agreements as may be granted from time to time (each of the foregoing an "Encumbrance" and, collectively, the "Encumbrances"). Nothing contained in this Easement shall be construed as creating an obligation on the part of Grantor to construct any paths or roadways within the Easement Area, to repair or maintain any existing paths or roadways located in the Easement Area, or to otherwise improve the Easement Area. Grantor has made no representations, warranties or covenants of any kind or nature whatsoever, whether written or oral, concerning the suitability of the Easement Area for Grantee's use. This grant is granted over the Easement Area in its AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS, subject to all Encumbrances.

3. This Easement shall be non-exclusive, and Grantor reserves the right to occupy, use and enjoy the Easement Area for any and all purposes that do not unreasonably interfere with the purposes for which this Easement has been granted, including but not limited to, the right to perform work in

conjunction with remediation activities if needed, to construct roads and utilities of every nature and kind, pipelines for the transportation of oil, gas, water, liquid, hydrocarbons, petroleum in any form, and other substances, whether fluid or solid, over, under, through, across and along the Easement Area and the right to grant similar, non-exclusive rights to any other party or parties from time to time; provided, however, Grantor shall not light any fires, place or store any flammable materials on or within the boundaries of the Easement Area and provided that uses of the Easement Area comply with Grantee's clearance and safety standards applicable to the Easement Area. Without limiting the foregoing, Grantor grants to the City of Casper, Wyoming, a Wyoming municipal corporation (the "City"), a non-exclusive right of access to the Easement Area for the sole purpose of trenching the Easement Area and installing conduit therein, in compliance with and subject to the terms of this Easement, as needed for Grantee's installation of the Improvements and connection of the Improvements to facilities located or to be located within the City's right-of-way contiguous to the Easement Area (the "City's Work"), and the City joins in this Easement for such purpose. The foregoing right of access granted to the City shall expire upon completion of installation of the Improvements.

4. Grantee shall construct the Improvements and perform all ongoing maintenance and operations activities within the Easement Area in a manner and consistent with Remedy Decision #1 for the Former BP Casper Refinery South Properties Area dated September 19, 2001 (the "RD#1") and any other applicable Laws (as defined below). The City shall perform, or cause to be performed, the City's Work in a manner and consistent with RD#1 and any other applicable Laws. The City shall, working in conjunction with Grantor, be responsible for the excavation, handling, storage, and disposal of any soil that is generated from the City's Work (and the Grantee shall, working in conjunction with Grantor, be responsible for the excavation, handling, storage, and disposal of any contaminated soil that is generated from Grantee's ongoing maintenance and operations activities within the Easement Area), including soil contaminated as a result of former petroleum refining, transport, or storage activities, on or within the boundaries of the Easement Area. All soil excavated in connection with (1) the construction, reconstruction, operation, maintenance, repair, replacement, enlargement or removal of the Improvements (with respect to Grantee) and (2) the City's Work (with respect to the City) shall be either (a) replaced as backfill into the same excavated area from which such soil was excavated, to the extent such backfill is permitted by RD#1 and applicable Environmental Laws, or (b) disposed of by Grantee, or the City, as applicable, in compliance with all Laws at the Casper Regional Landfill, 1886 N. Station Road, Casper, WY, or, if not available, at such other landfill as Grantor may designate in writing to Grantee from time to time. Grantee and Grantor agree and acknowledge that the terms of the RD#1 shall govern the allocation of waste management and disposal costs. In the event of any conflict between the terms of this Easement regarding waste management and disposal costs, and the terms of the RD#1 regarding same, the terms of the RD#1 shall control. All of the City's and Grantee's work, other than emergency work, shall be scheduled, cleared and approved in advance with Grantor's representative. At least fourteen (14) calendar days before commencing activities that may disturb the surface of the Easement Area, Grantee and the City shall provide written notice to Grantor at the following address: Felton Campbell, BP Products North America Inc., 3901 East Plano Parkway, Plano, TX 75074, and Felton.Campbell@bp.com. Such notice shall state the date on which such activities are expected to commence. Grantor, at Grantor's discretion, shall have the right to have one or more representatives, agents and/or contractors present at all times that Grantee or the City is working within the Easement Area to observe, monitor or otherwise conduct such activities as Grantor deems necessary. In addition, in connection with any installation, repair, maintenance, removal or other necessary activity of Grantee and the City under this Easement, Grantee or the City, as applicable, shall, at their respective sole cost and expense: (i) obtain and maintain all necessary governmental permits, approvals and authorizations ("Authorizations"); (ii) submit its proposed plans for such activities and receive Grantor's prior approval; (iii) observe all of Grantor's safety requirements in its activities under this Easement; and (iv) without the prior written approval of Grantor's representative, shall use no open flame upon the Easement Area.

5. Except for the Improvements, Grantee, its successors and assigns, shall not build, erect,

create or construct, nor permit to be built, erected, created or constructed, any obstruction, building, lake, engineering works, utility or other installations and facilities on, over, under, through or across the Easement Area. The construction, installation, operation, maintenance, repair and removal of the Improvements, and the City's Work, shall be completed in a good and workmanlike manner, in accordance with the provisions set forth in this Easement, all industry safety regulations and rules and all applicable statutes, ordinances, requirements, laws, orders, rules and regulations of any governmental authority having jurisdiction over the Easement Area or Grantee's use thereof, including Environmental Laws, as defined below (collectively, "Laws"). Any fences or other improvements located on the Easement Area before the date of this Easement or thereafter constructed by Grantor shall be the property of Grantor. Grantee shall reimburse Grantor for any taxes or licenses, of any nature whatsoever, suffered by Grantor as a result of the installation or existence of Grantee's installations or facilities installed pursuant to this Easement. Grantee expressly warrants, represents and covenants that it shall conform and limit its activities to the scope of the Authorizations and shall comply with all Laws.

6. Grantee shall keep the Improvements and the Easement Area in good condition and repair. Should Grantee fail to repair and/or maintain the Improvements and/or the Easement Area in good condition and repair, Grantor shall notify Grantee of such failure, and Grantee shall remedy the condition within a reasonable time upon receipt of notice.

7. This Easement does not grant or convey to members of the general public any rights of access to, ownership of, interest in, or use of, the Easement. This Easement grants no third-party right of enforcement, all such rights resting solely in Grantor and Grantee as set forth in this Easement.

8. Grantee and the City hereby, on behalf of themselves, their respective employees, officers, partners, subsidiary and affiliated companies, agents, contractors, and invitees, and any and all parties claiming by through or under any of the foregoing, waive their right to recover from, and forever release and discharge, Grantor, its shareholders, directors, officers, partners, parent companies, subsidiaries, and affiliates, and the employees, contractors, consultants and agents of each of them, and their respective heirs, successors, personal representatives and assigns (collectively, the "Grantor Parties"), from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs, or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise from the use and operations by Grantee and the City, respectively, and any party claiming by, through or under Grantee and the City, respectively, of the Easement Area, or from any defects in the Easement Area whether apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal or replacement of any improvements thereon, including, without limitation, any damage to property or personal injury.

9. Grantee (and the City, subject to the limitations of the Wyoming Governmental Claims Act (W.S. 1-39-101 *et seq.*) shall indemnify and hold the Grantor Parties harmless from and against all common law or statutory liabilities, proceedings, judgments, actions, damages, losses, obligations, losses, injuries, claims, civil actions, costs or expenses (including all costs, witness fees, expenses and attorneys' fees incurred by or imposed in connection therewith) (i) arising from any act, omission or negligence of Grantee or the City, respectively, or their respective contractors, licensees, agents, servants, employees, guests, invitees or visitors in or about the Easement Area, except to the extent such liability arises from Grantor's negligence, (ii) arising from any injury or damage to any person or property occurring in or about the Easement Area as a result of any act, omission or negligence of Grantee or the City, respective, or their respective contractors, licensees, agents, servants, employees, guests, invitees or visitors, except to the extent that any injury or damage is caused by Grantor's negligence or (iii) arising out of Grantee's or the City's respective occupancy, possession, use, operation, construction, and inspection or maintenance of the Improvements (or the City's Work with respect to the City) or the Easement Area, except to the extent that such liability is caused by Grantor's negligence. The indemnification obligations

of Grantee and the City set forth in this paragraph shall survive the termination or expiration of this Easement.

10. This grant shall become effective when executed by Grantor and accepted by Grantee and shall continue to be binding and effective, unless both Grantor and Grantee mutually agree in writing to terminate this Easement, for so long as Grantee is actively and continuously using the Improvements located in the Easement Area, and if Grantee does not use the Improvements for a consecutive period of eighteen (18) months (excluding any temporary shutdown by Grantee, e.g., to accommodate adjacent or nearby construction or other activities), then the Easement shall be deemed abandoned by Grantee. At the abandonment, expiration or termination of this Easement, for any reason whatsoever, Grantee shall remove the Improvements and any other of Grantee's facilities and installations, from the Easement Area, at Grantee's expense, and shall restore the Easement Area to its original condition. If Grantee fails to do so, Grantor may do the same at Grantee's expense and Grantee shall pay to Grantor any costs incurred by Grantor in connection therewith. By agreement of Grantor and Grantee hereby, if Grantor elects to allow the Improvements to remain after abandonment, expiration or termination of this Easement, title thereto shall vest in Grantor. In the event that this Easement has been recorded and the Easement has expired or terminated pursuant to this paragraph, Grantor shall be entitled to unilaterally record a release of this Easement.

11. Grantee shall carry commercial general liability insurance in regards to its use of the Easement Area in amounts and with insurance providers reasonably acceptable to Grantor, and shall provide to Grantor, annually, evidence that such insurance coverage is effective. Grantee's submission of a certificate of self-insurance shall be sufficient to fulfill the foregoing requirements of this Paragraph 11 with respect to Grantee's obligations. Each of Grantee's contractors shall produce evidence of insurance in amounts and with insurance providers reasonably acceptable to Grantor, naming Grantor as an additional insured party, prior to being given access to the Easement Area. To the extent that a contractor or subcontractor employed by Grantee (or the City with respect to the City's Work) is engaged in the construction, maintenance, repair or inspection of the Easement Area or the Improvements (or the City with respect to the City's Work), such contractor or subcontractor must meet the insurance requirements set forth in this paragraph prior to entry, construction or maintenance upon the Easement Area and evidence of same shall be provided to Grantor upon request.

12. Grantee shall not permit any mechanics', materialman's or other lien to encumber the Easement Area for any labor or materials in connection with work of any character performed or claimed to have been performed at the direction or sufferance of Grantee, its agents, representatives, employees and contractors, and for those claiming by, under or through any of them. If any such lien attaches to the Easement Area, then Grantee shall immediately have such lien released (or, in the event that Grantee contests same, such lien shall be bonded over with a bond in form and substance reasonably acceptable to Grantor, provided Grantee diligently pursues its contest of such claim). If Grantee fails to so discharge or bond over any such lien within thirty (30) days after such lien is filed, Grantor shall have the right to discharge such liens (without any inquiry as to the validity or merits thereof) and any amount paid by Grantor in connection with such action, and all reasonable costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) incurred by Grantor in connection therewith shall be paid by Grantee to Grantor within thirty (30) days after written demand therefor. Grantee shall defend, save, indemnify and hold Grantor harmless from and against any and all costs, expenses and charges, including reasonable attorneys' fees, in any suit involving any such lien, or the enforcement, discharge or removal thereof with respect to the Easement Area or any part thereof. The indemnification obligations of Grantee set forth in this paragraph shall survive the termination or expiration of this Easement.

13. Grantee, for itself and its successors and assigns, hereby agrees, in connection with the construction, operation, maintenance, relocation, replacement and/or removal of its Improvements, and the City, in connection with the City's Work hereby agrees, to comply with the RD#1 and all applicable

Environmental Laws. Except for those Hazardous Materials safely and properly (and in compliance with Environmental laws) contained within Grantee's electrical equipment, Grantee and the City and their respective contractors and subcontractors shall not cause any Hazardous Materials to be brought upon, produced, stored, used, discharged or disposed of in, on or about the Easement Area without the prior written consent of Grantor, and then only in compliance with all applicable Environmental Laws. Notwithstanding the foregoing, the parties agree and understand that contaminated soils may be disposed of as described in Section 4 of this Easement. As used in this Easement, the term "Hazardous Materials" shall mean any substance, chemical, waste or material that is or becomes regulated by any federal, state or local governmental authority because of its toxicity, known or potential threat to human health or the environment, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including, without limitation, asbestos containing materials, the group of compounds known as polychlorinated biphenyls, flammable explosives, oil, petroleum or any refined petroleum product, and shall include, without limitation: (i) those substances included within the definitions of "hazardous substances", "hazardous materials," "toxic substances," or "solid waste" in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.) ("CERCLA"), as amended by Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, and the Hazardous Materials Transportation Act, and in the regulations promulgated pursuant to said laws, all as amended; (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (of any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); and (iii) any material, waste or substance which is designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1251 et seq. (33 U.S.C. §1321) or listed as a toxic pollutant pursuant to the terms of the Clean Water Act (33 U.S.C. §1317). All federal, state or local laws, statutes, regulations, rules, ordinances, codes, standards, orders, licenses and permits of any governmental authority or issued or promulgated thereunder relating to Hazardous Materials or otherwise relating to pollution or the protection of human health or the environment shall be referred to as "Environmental Laws".

14. In addition to all other rights afforded to Grantor under the provisions of this Easement, if Grantee defaults in the performance and observance of any of the terms and provisions required to be performed and observed by Grantee under this Easement, Grantor shall have all rights and remedies provided by law or in equity, as well as the following rights, if applicable, to: (i) cure such default; and (ii) send an invoice to Grantee for repayment of the reasonable expenses incurred by Grantor in curing such default, including reimbursement of the cost of collection thereof and its reasonable attorneys' fees. This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. The act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. If any party retains an attorney to enforce this Easement, the party prevailing in litigation is entitled to recover reasonable attorneys' fees and court and other costs.

15. Grantee is aware that Grantor's Code of Conduct Policy prohibits the giving or receiving of any bribe, facilitation or kickback payments, and Grantee agrees and confirms that it has not and, to the actual knowledge of Grantee, its directors, officers, employees, agents and representatives, have not, in connection with the transaction contemplated by this Easement, made, offered, or promised to make, and will not make, offer, or promise to make, any payment or other transfer of anything of value, including without limitation the provision of any service, gift or entertainment, directly or indirectly, to (a) any Government Official (as defined herein), (b) any director, officer, employee, agent or representative of Grantor or any of its Affiliates, (c) any political party, official of a political party, or candidate for public office, or (d) an agent or intermediary for payment to any of the foregoing, for the purpose of obtaining or influencing the award of or carrying out of this Easement. For the purposes of this paragraph only, (1) the term "Affiliate" means any entity which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control of, a party; and (2) the term "Government Official"

means any director, officer, employee, agent or representative of any government or any department, agency or instrumentality thereof, and includes any person acting in any official, administrative or judicial capacity for or on behalf of any such government or department, agency or instrumentality. In the event that Grantor has any basis for a good faith belief that Grantee may not be in compliance with the requirements set forth in this paragraph, Grantor shall advise Grantee in writing of its good faith belief and Grantee shall cooperate fully with any and all reasonable inquiries undertaken by or on behalf of Grantor in connection therewith. The provisions of this paragraph shall survive any termination or expiration of the Easement.

16. This Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wyoming. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Easement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

17. All provisions of this Easement are stated herein and no verbal agreements or promises shall be binding. The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

18. Any notice, request for approval or demand required or permitted to be given by or to either of the parties hereto and every alleged breach of a covenant, warranty, obligation or representation contained in this Easement shall be made in writing and shall be delivered (a) in person or (b) by overnight courier service to the other party to this Easement at the following addresses (or to such other address or facsimile number as Grantor or Grantee may designate hereafter by written notice to the other party pursuant to this section:

If to Grantor:

BP Products North America Inc.
3901 East Plano Parkway
Plano, TX 75074
Attention: Land and Legal Project Manager

With a copy to:

BP America Inc. – BP Legal
501 Westlake Park Boulevard, 17th Floor
Houston, TX 77079
Attn: HSSE Counsel

If to Grantee:

PacifiCorp
2840 E. Yellowstone Highway
Casper, WY 82609
Attn: Casper District Operations Manager

If to City:

City of Casper, Wyoming
Attn: City Manager's Office
200 N. David St.

Casper, WY 82601

19. Grantor represents and certifies to Grantee that the person executing this Easement on behalf of Grantor is fully empowered by Grantor to execute and deliver this Easement, that Grantor is a Maryland corporation and that all necessary action for the making of this conveyance has been duly taken.

20. Grantee represents and certifies to Grantor that the person executing this Easement on behalf of Grantee is fully empowered to execute and deliver this Easement, that Grantee is an Oregon corporation and that all necessary action for Grantee's execution of this Easement has been duly taken.

21. 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.

EXHIBIT A

PARCEL 1

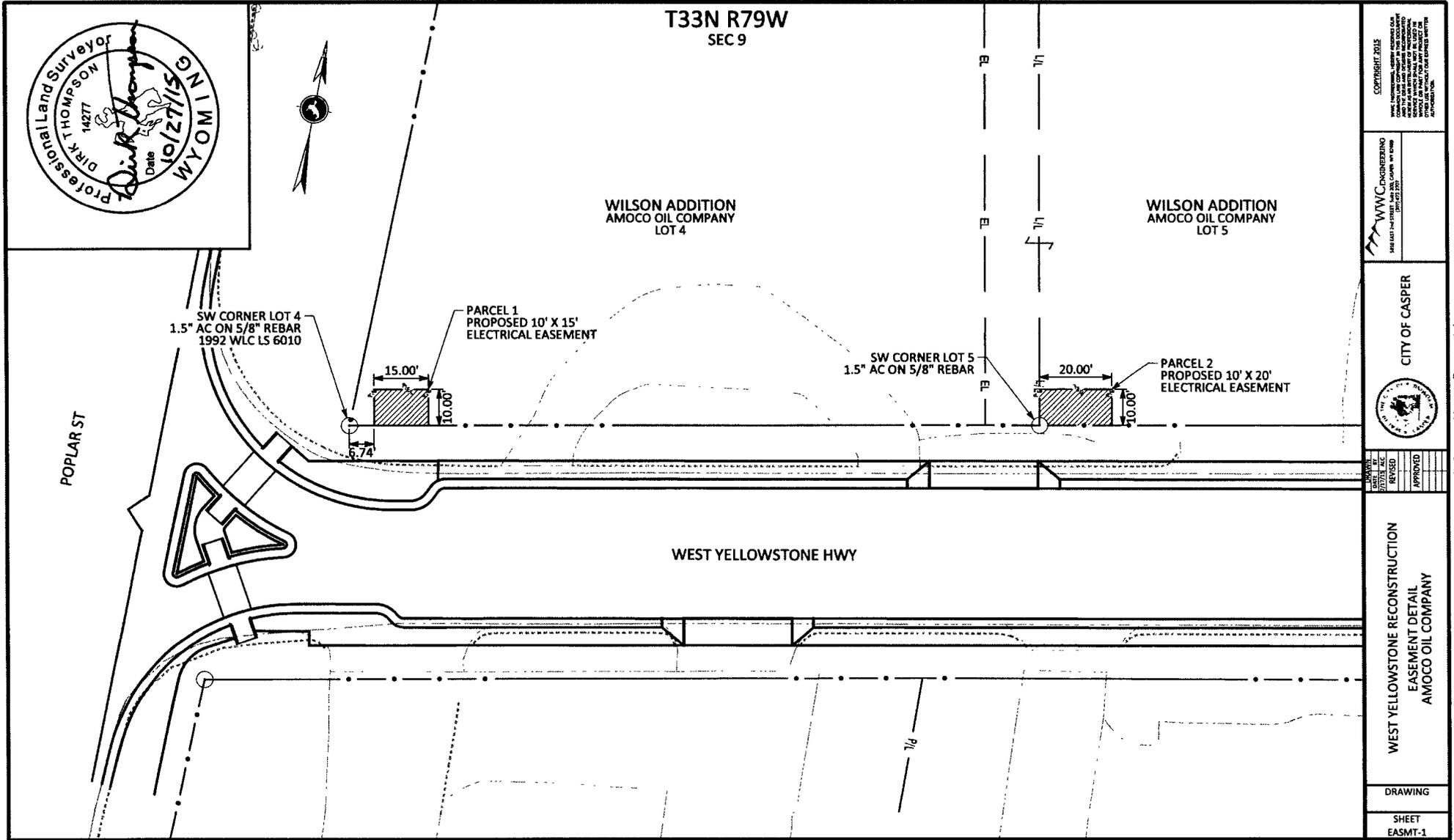
A ten (10') foot wide easement for electrical equipment located in Lot 4, Wilson Addition to the City of Casper, a part of the NW1/4NW1/4 of Section 9, T.33N., R.79W., of the 6th Principal Meridian, Natrona County, Wyoming, described as follows:

Commencing at the southwest corner of said Lot 4, monumented by a 1 1/2" aluminum cap on a 5/8" rebar, stamped 1992 WLC LS6010, thence easterly 6.74 feet along the north right-of way line of West Yellowstone Highway to the true Point of Beginning; thence continuing easterly along said right-of way line a distance of 15.00 feet; thence northerly perpendicular to said right-of-way line a distance of 10.00 feet; thence westerly on a line parallel with and 10.00 feet offset from said right of way line a distance of 15.00 feet; thence southerly perpendicular to said right-of-way line a distance of 10.00 feet to the point of beginning, subject to any existing easements of record or implied. This parcel contains 150 sqft.

PARCEL 2

A ten (10') foot wide easement for electrical equipment located in Lot 5, Wilson Addition to the City of Casper, a part of the NW1/4NW1/4 of Section 9, T.33N., R.79W., of the 6th Principal Meridian, Natrona County, Wyoming, described as follows:

Commencing at the southwest corner of said Lot 5, monumented by a 1 1/2" aluminum cap on a 5/8" rebar, being the true Point of Beginning; thence easterly 20.00 feet along the north right-of way line of West Yellowstone Highway; thence northerly perpendicular to said right-of-way line a distance of 10.00 feet; thence westerly on a line parallel with and 10.00 feet offset from said right of way line a distance of 20.00 feet more or less to the west line of said Lot 5; thence southerly along west line of Lot 5 a distance of 10.00 feet more or less to the point of beginning, subject to any existing easements of record or implied. This parcel contains 200 sqft.



APPROVAL AS TO FORM

I have reviewed the attached *Underground Right of Way Easement – Rocky Mountain Power – West Yellowstone Highway Power Conversion* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: November 17, 2015



Wallace Trembath III
Assistant City Attorney

RESOLUTION NO. 15-308

A RESOLUTION AUTHORIZING THE EXECUTION OF AN UNDERGROUND RIGHT OF WAY EASEMENT WITH ROCKY MOUNTAIN POWER FOR THE WEST YELLOWSTONE HIGHWAY AND WALNUT STREET RECONSTRUCTION.

WHEREAS, the City of Casper desires to convert overhead power to underground along West Yellowstone Highway from Poplar Street to Walnut Street; and,

WHEREAS, Rocky Mountain Power, BP Products North America, Inc., and the City of Casper require an Underground Right of Way Easement for electrical equipment.

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 an Underground Right of Way Easement between BP Products North America, Inc., Rocky Mountain Power, and the City of Casper for West Yellowstone Highway and Walnut Street Reconstruction.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, and the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to this document.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Charlie Powell
Mayor

November 23, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Memorandum of Understanding between the Downtown Development Authority and the City of Casper for the development of a public plaza in Downtown Casper.

Recommendation:

That Council, by resolution, authorize the Mayor to execute a Memorandum of Understanding (MOU) to acquire land in Downtown Casper for the development of a public plaza.

Summary:

The Downtown Development Authority is working towards developing an events-driven public plaza in Downtown Casper. The mission of the plaza is to enrich the community and its visitors by offering a central gathering place that hosts a wide variety of events and activities. This mission is to be accomplished through proposed objectives driven by several entities including the Downtown Development Authority (DDA) and the City of Casper. A Memorandum of Understanding has been prepared to outline general understandings between the DDA and the City regarding property acquisition, leasing, and related miscellaneous provisions.

A resolution has been prepared for the Council's consideration.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2015, by and between the Downtown Development Authority of Casper, Wyoming (the “DDA”), 234 South David Street, Casper, Wyoming 82601; and the City of Casper, Wyoming (the “City”); whose principal offices are located at 200 North David Street, Casper, Wyoming 82601; the DDA and the City collectively referred to as the “Parties.”

RECITALS

WHEREAS, the DDA was established by City Ordinance by the City as set forth in Chapter 2.36 of the Casper Municipal Code, having been created pursuant to §§ 15-9-201 through 15-9-223 of the Wyoming State Statutes; and,

WHEREAS, the Parties desire to develop a public plaza for recreation, public gatherings, and other public functions in the downtown area of the City of Casper, Wyoming, hereinafter referred to as the “Project”; and,

WHEREAS, in order to develop the Project, it is necessary that certain land be acquired in the downtown area of the City for its development; and,

WHEREAS, the lands that are necessary to be acquired for the Project are described and set forth below; and,

WHEREAS, ultimately, the lands acquired for the Project will be owned by the City which will then be leased by the City to the DDA for its operation and management of the Project as part of its duties and obligations as a Downtown Development Authority under Wyoming law; and,

WHEREAS, this MOU is to outline the basic understanding of the Parties regarding the potential acquisition of the necessary real property for the development of the Project, and the duties and obligations of the DDA to operate and maintain the Project during the term of the lease thereof from the City.

NOW, THEREFORE, the Parties hereto hereby enter into this Memorandum of Understanding for the purposes of outlining the respective duties and obligations thereof for the development of the Project as described above:

ARTICLE I: INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated herein at this point as if fully set forth.

ARTICLE II: PROPERTY ACQUISITION

The Parties agree and understand that the following properties will need to be acquired by the DDA for the development of the Project, with these properties then being conveyed and donated by the DDA to the City for this Project by warranty deed(s), free and clear of all encumbrances or liens, except for easements, covenants, and restrictions, and reservations of record:

1. W $\frac{1}{2}$ of Lots 1, 2, 3, 4 and all Lot 5, Block 1, City of Casper.
2. E $\frac{1}{2}$ of Lots 1, 2, 3 and 4, Block 1, City of Casper.
3. Lots 41, 42, 43 and 44, Block 1, City of Casper.

The following real properties are currently owned by the City and will be dedicated to the development of the Project:

1. Lot 40, Block 1, City of Casper.
2. Lots 6, 7 and 8, Block 1, City of Casper.

ARTICLE III: LEASING OF PROJECT PROPERTY:

Following acquisition of the real property set forth in Article II above, the City agrees to lease said properties to the DDA for its use and development and construction of the Project. The lease will be for a term of not less than twenty five (25) years and at a rental fee in the sum of one dollar (\$1.00) per year during the term of the lease. The other terms and conditions of the lease shall be developed in good faith between the Parties.

The DDA understands that it will be entirely responsible for the complete operations, staffing, costs, expenses, repairs, maintenance and financial viability of the Project. Other than the real property acquisitions and dedications described in Article II, and any initial capital contribution that may be approved by the Casper City Council, the City will not be responsible for any financial shortfalls, operational losses, or for any other infusion of capital for the Project.

Provided, however, the DDA shall draft and prepare an operations and maintenance plan for the Project, which will be submitted to the City for its approval prior to the execution of the lease.

ARTICLE IV: MISCELLANEOUS PROVISIONS:

Each individual executing this MOU for and on behalf of the Parties hereby state that they each have the requisite power and authority to enter into this MOU.

This MOU shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this MOU may be made unless in writing and executed by all Parties hereto.

This MOU 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.

The parties to this MOU do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate between and shall only inure to the benefit of the Parties to this MOU.

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

This MOU has been executed on the day and year first above written by the following parties:

THE DOWNTOWN DEVELOPMENT
AUTHORITY FOR THE CITY OF
CASPER, WYOMING:

By: 

Kevin Hawley
Executive Director

Approved as to Form:



City Attorney

THE CITY OF CASPER, WYOMING,
A WYOMING MUNICIPAL
CORPORATION:

By: _____
Charlie Powell
Mayor

RESOLUTION NO. 15-309

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE DEVELOPMENT OF A PUBLIC PLAZA IN DOWNTOWN CASPER.

WHEREAS, the Downtown Development Authority (DDA) was established by City Ordinance as set forth in Chapter 2.36 of the Casper Municipal Code, having been created pursuant to W.S. § 15-9-201 through 15-9-223 of the Wyoming State Statutes; and,

WHEREAS, the City of Casper and the DDA (“Parties”) desire to develop a public plaza for recreation, public gatherings, and other public functions in the downtown area of the City of Casper, Wyoming, hereinafter referred to as the “Project”; and,

WHEREAS, in order to develop the Project, it is necessary that certain land be acquired in the downtown area of the City of Casper for its development; and,

WHEREAS, the lands acquired for the Project will ultimately be owned by the City of Casper which will then be leased by the City to the DDA for its operation and management of the Project as part of its duties and obligations as a Downtown Development Authority; and,

WHEREAS, a Memorandum of Understanding (MOU) has been proposed to outline the basic understanding of the DDA and the City regarding the potential acquisition of the necessary real property for the development of the Project, and the duties and obligations of the DDA to operate and maintain the Project during the term of the lease thereof from the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Mayor of the City of Casper is hereby authorized to execute, and the City Clerk attest, the Memorandum of Understanding described above with the Downtown Development Authority.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:

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

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Charlie Powell
Mayor

November 23, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director

SUBJECT: Contingency and Development Agreement between the Downtown Development Authority, the City of Casper, and the Economic Development Joint Powers Board for the development of a public plaza in Downtown Casper.

Recommendation:

That Council, by resolution, authorize the Mayor to execute a Contingency and Development Agreement for the development of a public plaza.

Summary:

The Downtown Development Authority is working towards developing an events-driven public plaza in Downtown Casper. The mission of the plaza is to enrich the community and its visitors by offering a central gathering place that hosts a wide variety of events and activities. This mission is to be accomplished through proposed objectives driven by several entities including the Downtown Development Authority (DDA), the City of Casper, and the Economic Development Joint Powers Board (EDJPB). A Contingency and Development Agreement has been prepared to outline the general understandings between the DDA, the City, and the EDJPB to enable the EDJPB to provide funds under the Wyoming Business Council Business Ready Community Grant and Loan Program (BRC) for the development of a public plaza. The EDJPB will seek a grant of five hundred thousand dollars (\$500,000) from the BRC. Contingent upon award of the grant, the EDJPB agrees to pay the DDA the above amount in consideration for performance as described in the Agreement.

The City of Casper's responsibilities as described in the Agreement are to own the site where the Casper Downtown Public Plaza will be located, to lease to the DDA forty-five thousand five hundred and twenty (47,520) square feet of the City owned land at the corner of South David and Yellowstone Streets for the amount of one dollar (\$1.00) per year for the term of 25 years, and to contribute five hundred thousand dollars (\$500,000) as a cash match of the BRC grant, which is already part of the three million dollar (\$3,000,000) contribution from the City for this project.

A resolution has been prepared for the Council's consideration.

Contingency and Development Agreement

Between the Economic Development Joint Powers Board, the City of Casper, and Casper Downtown Development Authority

1. Parties. The parties to this Agreement are the Economic Development Joint Powers Board, whose address is 300 South Wolcott Street, Suite 300, Casper, Wyoming 82601, hereafter "EDJPB", the City of Casper, whose address is 200 North David, Casper, Wyoming 82601 and Casper Downtown Development Authority, whose address is 234 South David, Casper, Wyoming 82601, hereafter "DDA".

2. Purpose of Agreement. The purpose of this Agreement is to enable EDJPB to provide funds received under the Business Ready Community Grant and Loan Program (BRC) to DDA, who shall undertake projects and services, collectively known as the "Project". The project is the development of the proposed Casper Downtown Public Plaza. DDA seeks to build a public events driven Plaza at the corner of South David and Yellowstone Streets. Performance by DDA of the requirements of this Agreement and all related agreements, as well as compliance with all BRC program rules and regulations constitute express conditions precedent to DDA receipt of any funds hereunder.

3. Term. This Agreement is effective when all parties have executed it and all approvals have been granted. The term of this Agreement shall be from September 1, 2015 through December 31, 2017.

4. Payment. The EDJPB will seek a grant of \$500,000.00 from the Wyoming Business Council BRC Community Enhancement. Contingent upon award of the grant, the EDJPB agrees to pay DDA the above amount in consideration for performance as described in this Agreement. Payment shall be made upon receipt of satisfactory invoices detailing services performed pursuant to this Agreement.

5. EDJPB Responsibilities: The EDJPB shall perform as required by this Agreement.

a. Apply for the Grant on or before June 1, 2015.

b. Notify the Wyoming Business Council (WBC) that DDA is the designated community development organization with respect to the administration of the grant.

c. Forward any and all documentation received from WBC or others regarding this project to DDA in a timely manner.

6. DDA Responsibilities:

a. DDA shall be responsible for all phases of grant management and administration of the Project, including, without limitation, acquisition of the project. DDA shall among other things necessary to manage the Project:

1. Account for and oversee the disbursement of Grant funds in accordance with the terms of the grant.

2. Keep appropriate and complete records of transactions relative to the Project.

3. Keep EDJPB informed of all matters regarding the Project and give regular reports to the EDJPB about the Project.
4. Account for and oversee the expenditure of Grant funds in accordance with the terms of the Grant and State law.
5. Complete all reporting requirements for the Grant including but not limited to publishing notices, submitting reports and the prompt submission of grant-eligible expenditures for reimbursement to EDJPB.
6. Construct and manage the proposed Casper Downtown Public Plaza for the purpose of offering a public, events driven gathering space to the community,
7. In the event that the Project costs exceed the amount granted under this agreement and received by the EDJPB, DDA shall be responsible for such costs.
8. Be responsible for providing the EDJPB all information necessary to meet all applicable recording requirements.
9. Use any net income generated by DDA from the operation, lease or sale of the facilities acquired pursuant to this Agreement for the purpose of promoting the economic development of the City of Casper, the County of Natrona, and the State of Wyoming.
10. Provide an annual written report of the uses made of funds received under this Agreement. The report will be provided to the EDJPB or their designee within 90 days of the end of the calendar year.
11. To incur all closing fees and costs associated with the land acquisition from City of Casper.

7. City of Casper Responsibilities:

- a. Own the site, pursuant to the Memorandum of Understanding between the City of Casper and Downtown Development Authority, where the Casper Downtown Public Plaza will be located.
- b. To lease to the DDA 47,250sqft of the City owned land at the corner of South David and Yellowstone Streets for the amount of \$1.00 per year for the term of 25 years.
- c. Shall contribute \$500,000 as the cash match of the BRC Community Enhancement Grant.

8. Special Provisions:

- a. Upon information and belief, the EDJPB believes that it is an eligible applicant for BRC funding and has the authority to contract for economic development services with DDA for the use of the funds sought hereunder.
- b. The parties agree that a lack of existing, public, events driven, gathering spaces within the City of Casper and the County of Natrona is a barrier to the economic development of the community.

c. Upon information and belief, the parties believe that DDA meets the statutory definition of a Community Development Organization (CD) as set forth in the Wyo. Stat. § 9-12-301 (a)(ii), as a Wyoming non-profit corporation for the purpose of promoting economic development within the County of Natrona.

d. The parties agree that DDA, as the professional downtown development organization, has the personnel, experience and professional relationships necessary to undertake these services for the EDJPB.

e. The parties agree that their respective obligations to pay and perform hereunder, are wholly contingent upon award of the BRC grant referenced herein, and further hold such award to be an absolute condition precedent to their respective obligations under this Agreement.

9. General Provisions:

a. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

b. **Applicable Law.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the Seventh Judicial District, Natrona County, Wyoming.

c. **Compliance with Laws.** DDA shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

d. **Entirety of Agreement.** This Agreement consisting of five (5) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

e. **Indemnification.** DDA shall release, indemnify and hold harmless the EDJPB and their officers, agents, employees, successors and assigns from any cause of actions, or claims or demands arising out of DDA's performance under this Agreement.

f. **Independent Contractor.** DDA has function as an independent contractor for the purposes of this Agreement. DDA shall assume sole responsibility for any debts or liabilities that may be incurred by DDA. Nothing in this Agreement shall be interpreted as authorizing DDA or its agents or employees to act as an agent or representative of or on behalf of the EDJPB or to incur any obligation of any kind on behalf of the EDJPB.

g. **Notice.** All notices arising out of or from the provisions of this Agreement shall be in writing and given to the parties either by regular mail or delivery in person.

h. **Nondiscrimination.** DDA shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 et seq., and the Americans with Disabilities Act (ADA), 42 U.S.C. §

12101, et seq. DDA shall ensure that no person is discriminated against based on the grounds of age, sex, race, religion, national origin or disability in connection with the performance of this Agreement.

i. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement nor shall payment be made until this Agreement has been reduced to writing and approved by all necessary authorities.

j. **Governmental Immunity.** EDJPB does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. Ann. § 1-39-101 through 121 (2007), by entering into this Agreement. Further, EDJPB fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

The City of Casper and Downtown Development Authority do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Parties specifically reserves the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

k. **Termination.** The EDJPB may terminate this Agreement for cause immediately without liability in the event DDA fails to perform. Either the EDJPB or DDA may terminate this Agreement with cause upon 15 days written notice; provided however, that if DDA terminates the agreement prior to the expiration of the agreement, it will return all unexpended funds.

10. **Timeline.** The Grant Agreement, if approved, will be signed in January 2016, with finalization of design, permitting, and bidding occurring between January – March 2016. Construction will then take place between May – October 2016.

11. **Signatures.** In witness thereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify they have read, understood and agreed to the terms and conditions of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

The Agreement date is the date of the last signature affixed to this page.

CITY OF CASPER

By: _____
Charlie Powell, Mayor

Date: _____

Attest:

City Clerk

ECONOMIC DEVELOPMENT JOINT POWERS BOARD

By: Mark Pepper
Mark Pepper, Chair

Date: 11-17-15

DOWNTOWN DEVELOPMENT AUTHORITY

By: Kevin Hawley
Kevin Hawley, CEO

Date: 11/17/15

Attest:

Lindsey Parisoff
Lindsey Parisoff, DDA Project Coordinator

RESOLUTION NO. 15-310

A RESOLUTION APPROVING A CONTINGENCY AND DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF A PUBLIC PLAZA IN DOWNTOWN CASPER.

WHEREAS, the City of Casper, the Downtown Development Authority (DDA), and the Economic Development Joint Powers Board (“Parties”) desire to develop a public plaza for recreation, public gatherings, and other public functions in the downtown area of the City of Casper, Wyoming, hereinafter referred to as the “Project”; and,

WHEREAS, in order to develop the Project, it is necessary to receive certain funds under the Business Ready Community Grant and Loan Program; and,

WHEREAS, a Contingency and Development Agreement has been proposed to enable the Economic Development Joint Powers Board to provide funds received under the Business Ready Community Grant and Loan Program to the DDA, who shall undertake the Project and related services and responsibilities; and,

WHEREAS, the Economic Development Joint Powers Board is seeking a grant of five hundred thousand dollars (\$500,00) from the Wyoming Business Council Business Ready Community Grant and Loan Program; and,

WHEREAS, the City’s responsibility is to contribute five hundred thousand dollars (\$500,000) as a cash match of the Business Ready Community Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor of the City of Casper is hereby authorized to execute, and the City Clerk attest, the Contingency and Development Agreement described above.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Charlie Powell
Mayor

November 20, 2015

MEMO TO: Your Honor the Mayor, and the City Council
FROM: V.H. McDonald, City Manager 
SUBJECT: Executive Director Services for the 2017 Eclipse Fest

Recommendation:

That the City Council, by resolution, authorize a contract with Forte' Events, Inc. for Executive Director professional services for the 2017 Eclipse Fest, in an amount not to exceed \$275,300.

Summary:

In preparation for the 2017 solar eclipse, the 2017 Eclipse Fest (the "Festival") Advisory Committee (the "Committee") was formed consisting of one representative each from the following entities:

- Natrona County Commission (Commission)
- Casper Downtown Development Authority (DDA)
- Casper Area Visitors and Convention Bureau (CACVB)
- Casper Area Chamber of Commerce (Chamber)
- Casper Area Economic Development Alliance (CAEDA)
- City of Casper (City)

The Committee determined that obtaining professional services to plan and execute the Festival was essential. To that end, the Committee issued a Request for Proposals seeking those services. The result of that effort is a recommendation from the Committee to retain the services of Forte' Events of Colorado Springs, Colorado.

A significant factor in selecting Forte' is the firm's experience securing sponsorship funding from national/international businesses. This is important because the Committee desires that the visitors' experience while visiting the community be favorable in terms of activities, services and safety. Dependent upon the number of participants that will visit the area, by either promotional efforts or simply because Casper is on the eclipse centerline, the cost of providing a favorable experience, and more importantly ensuring continuity of services for residents, may be very high.

There needs to be a legal entity that can contract with Forte' in order to secure the recommended services. In that the Committee has no legal business entity and due to other various reasons, the City of Casper become the default legal entity to contract with Forte'.

The draft contract with Forte' consists of two phases: Phase I, being Events Design/Pre-Planning and Phase II, being Events Execution/Production. **The proposed contract is structured to provide the City of Caspera decision point as to the adequacy of the plan, the proposed costs and funding availability.**

Current funding from Committee members for Forte' services consist of:

| | |
|---------|---|
| DDA | \$7,000 |
| CAEDA | \$15,000 |
| CAVCB | \$50,000 |
| County | Undetermined as of 11/20/2015, being considered at the Commissioner 12/01/2015 Work Session |
| Chamber | Office space, access to clerical staff and meeting room (these contributions may reduce the final hard cost of the proposed services) |
| City | Up to \$157,300 (Dependent upon other entities' final funding being pursued and relying on the flat fee sponsorship fees being reimbursable from sponsorship revenue.) |

Please note that the above funding contributions are only for Forte' services and do not cover any direct Festival costs.

The proposed contract with Forte' is for a period of up to approximately eighteen months, spanning three fiscal years. Therefore the funding amounts above can be budgeted and provided over multiple fiscal years.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 1st day of December, 2015, 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. Forté Events, Inc., 1355 Dancing Horse Drive, Colorado Springs, Colorado, 80919 (“Contractor”).

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

RECITALS

A. The community of the City of Casper, Wyoming will host an event which will occur within the City involving the total solar eclipse on August 21, 2017. This event has become known as the “Eclipse Fest 2017” (hereinafter the “Project”) which will be held for four (4) days starting on August 17, 2017 and ending on August 21, 2017 (the “Event Duration”), and for which support will be provided for an additional three (3) days to set up the Project (the “Project Duration”). The City is considered to be one of the top viewing sites for this eclipse, and it has been estimated that many non-residents of the City may travel to the City for this event.

B. The Project requires professional services for the planning, production, and management of events for public attendance within the City during the Eclipse Fest.

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

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:

This Scope of Services shall consist of two (2) phases, being Phase I and Phase II as set forth below. Contractor agrees and understands that the Contractor is **not** authorized to commence any activities in Phase II until Contractor receives written permission from the City to proceed with Phase II as set forth herein. Contractor can begin with the work under Phase I upon mutual execution of this Contract by the parties.

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

Phase I – Preparation of an “Events Design/Pre-Planning Document” for all events: (Based on an estimate of approximately 20,000-50,000 participants with eighteen (18) months of planning (the “Planning Period”).

1. Provide a written timeline and work plan for the management of the Project and its festival events in a form acceptable to the City.
2. Project the need and number of any staff and/or volunteers, temporary facilities and services, including, but not limited to the resources needed for public safety, transportation, medical services and all other services required for the anticipated number of the festival attendants.
3. Propose the methods of building and maintaining professional relationships with members of the business community for this Project, as well as the development of strong relationships with vendors to ensure production of the highest quality events for the Project while maintaining event control.
4. Create a budget for this Project (the Events Budget and Funding Plan) estimating the costs that may be incurred by the City for all necessary staff and temporary facilities and services, including, but not limited to the resources needed for public safety, transportation, medical services and all other services required for the anticipated number of the festival attendants. This budget shall also identify funding sources and their estimated dollar funding as part of this budget.
5. Design camping “communities” to solve housing issues for large numbers of attendees (i.e. camping tents, recreational vehicles (RVs), campers) where sponsors can promote fun, learning, and friendship. Contractor will work with local campgrounds and the City to determine locations and utility options.
6. Propose day and evening events at four locations within the City for the Project Duration to include educational workshops, family fun and learning opportunities, and concerts featuring local talent and national headliners.
7. Ensure, in the plan, that major sponsors will have very important person (VIP) tents, areas, and opportunities during the event for maximum exposure for their companies and principals. .
8. Propose the method of Coordination and the timing of regular meetings with City staff, key individuals, section chiefs, volunteers, and interested agencies for the Project development and control.

9. The proposed plan shall comply with all applicable local, state, and federal, codes, regulations, and laws.

10. Contractor shall make at least ten (10) trips to Casper, Wyoming for face to face meeting over the Planning Period to meet with the City's event team. This team shall be designated in writing to the Contractor by the City Manager or his designee within ten (10) days of the execution of this contract by all parties hereto.

11. If, either before or after the approval of the Events Design/Pre-Planning Document (Phase I), the estimated number of attendees increases beyond 50,000, the number of planners needed to adequately host the Project may increase beyond the current estimated need of sixteen (16). In that case, the cost estimate in the Phase I Documents may increase to reflect the increased number of planners needed, and for non-Contractor expenses the City may incur (e.g., temporary housing or other expenses). If such an estimated increase in expenses is expected to occur, Contractor shall submit a change order or addendum to this Contract prior to Contractor performing Phase II of this Contract.

Upon the written approval of the Contractor's Events Design/Pre-planning Document and the acceptance of the Events Budget and Funding Plan proposed by the Contractor by the Casper City Council, Contractor shall commence Phase II of the Scope of Services as follows:

Phase II - Events Execution/Production:

1. Oversee marketing and promotion to ensure sponsorships, individual and business donations, advertising sales, and fundraising efforts meet the timelines and are on schedule.
2. Negotiation of agreements with event suppliers and external vendors between these vendors and the Contractor.
3. Create and timely update a website for the Project.
4. Create and manage social media advertising to attract attendees and inform local residents of updates and changes to Project events.
5. Provide leadership to a team of key volunteers to drive successful event outcomes.
6. Create key metrics to measure Project plan development in accordance with their respective timelines and provide monthly reports to the City Manager or his designee on the development and implementation of the Project plans.

7. Oversee all aspects of programming the Project, including working with volunteer programming committees, businesses, etc.

8. Coordinate local and national media for stories and news coverage.

9. Based on current projections of attendance of up to 50,000 persons, Contractor shall have sixteen (16) highly experienced planners on-site for the Project Duration in order to ensure this event is executed successfully by all venues and vendors without material issues or problems developing. Contractor agrees to provide the City Manager or designee with written resumes of the experience level of these or any additional planners needed on or before July 1, 2017. The City shall, for reasonable cause, have the right to reject any or all of the proffered planners if they lack significant experience for the management of this event during its duration.

10. Monitor promotional partnerships with business associations that drive Project success, including, but not limited to the following functions:

i. Assist in coordinating publications, which can include monthly advisory committee reports, brochures, pamphlets, newsletters, social media, and other materials as needed to promote understanding and appreciation of this event.

ii. Work closely with staff and volunteers to ensure event information is communicated to target audience well in advance of the event and during the event.

iii. Ensure efficient and effective use of all available resources in order to help achieve a safe and successful event including police, fire, and emergency medical technician (EMT) services.

iv. Coordinate and conduct regular meetings with City staff, key individuals, section chiefs, volunteers, and interested agencies.

v. Comply with all applicable local, state, and federal, codes, regulations, and laws.

11. Contractor shall be solely responsible for soliciting sponsorship funding and selling sponsorships.

12. Contractor shall make ten (10) trips to Casper, Wyoming for face-to-face meetings over the Planning Period of Phase I to meet with the City's event team. If Project attendance is estimated to exceed 50,000 attendees, additional trips may be warranted and the parties shall mutually agree upon the need for, and amount paid to Contractor for, any such additional planning trips.

2. TIME OF PERFORMANCE:

The services of the Contractor for Phase I shall be undertaken and completed on or before February 1, 2016.

The Contractor shall provide to the City a draft of the Events Design/Pre-planning Document for the City Council's review by February 1, 2016. The City shall provide notice in writing of its intent to proceed with Phase II of this Contract within fifteen (15) days of receipt of the Events Design/Pre-planning Document. The Contractor shall update the Events Design/Pre-planning Document as required throughout the Planning Period and will update the City on any requested or consummated changes to the Events Design/Pre-planning Document as soon as is reasonably practicable.

The services of the Contractor for Phase II, if approved by the City Council, shall be undertaken and completed by August 22nd, 2017.

3. COMPENSATION:

COMPENSATION FOR PHASE I – EVENTS DESIGN/PRE-PLANNING FOR ALL EVENTS:

In consideration of the performance of services rendered under Phase I of this Contract, the Contractor shall be compensated in an amount not to exceed a lump sum of Forty Thousand Dollars (\$40,000), payable upon execution of this contract. If the City should decide not to go forward with Phase II of this Contract, this \$40,000 is all that is owed under this Contract and the remaining performances of the parties will be terminated and excused.

COMPENSATION FOR PHASE II - EVENTS EXECUTION/PRODUCTION:

In consideration of the performance of services rendered under Phase II of this Contract, the Contractor shall be compensated for services performed as described below in the form of pre-planning fees, pre-planning travel fees, on-site production fees, on-site travel fees, and the Campaign Fee (as defined below) in the amount of Two Hundred Thirty-five Thousand Three Hundred Dollars (\$235,300), *plus percentage sponsorship sales commission fees:*

- Pre-planning fees: One Hundred Four Thousand Dollars (\$104,000).
- Pre-planning travel fees: Twelve Thousand Dollars (\$12,000).
- On-site production fee: Forty-five Thousand Dollars (\$45,000).

- On-site travel fee: Twenty-eight Thousand Three Hundred Dollars (\$28,300).
- If the number of expected attendees exceeds 50,000, the on-site production and on-site travel fees will be mutually renegotiated in good faith by the parties to ensure adequate planner coverage for a successful Project as described above.
- The on-site production and on-site travel fees shall be paid to the Contractor by the City no later than June 1, 2016.

Sponsorship sales percentage commission fees shall also be paid to the Contractor by the City on all sponsorship amounts acquired on and for the City's behalf:

- For the first One Million Dollars (\$1,000,000), Twenty Percent (20%) of the amount raised and actually received by the City.
- For amounts beyond the first One Million Dollars (\$1,000,000), Fifteen Percent (15%) of the amount raised and actually received by the City.
- Sponsorship sales commission fees shall be invoiced to the City by the Contractor at the end of the month in which the sponsorship amounts are acquired and paid to the City, and shall be payable by the City to the Contractor within thirty (30) days of receipt of such invoice.

In addition, a sponsorship sales flat fee ("Campaign Fee") in the amount of Forty-Six Thousand Dollars (\$46,000) shall be paid by the City to the Contractor to commit to solicit and obtain sponsorships on behalf of the City for the Project through August 21, 2017. **PROVIDED HOWEVER**, if, by August 22, 2017, Contractor has failed to meet the campaign goal of One Million Dollars (\$1,000,000) of sponsorship sales received by the City (including the sponsorship percentage commission fee of 20%, or a net amount received by the City of \$800,000), it shall refund to the City the total sum of the Campaign Fee within ten (10) days after August 22, 2107.

The pre-planning fees, pre-planning travel fees, and Campaign Fee shall be paid by the City to the Contractor on the following schedule:

| | |
|-------------------|-------------|
| February 15, 2016 | \$23,142.85 |
| May 15, 2016 | \$23,142.85 |
| August 15, 2016 | \$23,142.85 |
| November 15, 2016 | \$23,142.85 |
| February 15, 2017 | \$23,142.85 |
| May 15, 2017 | \$23,142.85 |

August 15, 2017 \$23,142.85

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:

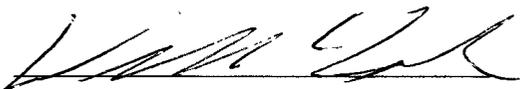
This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized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

The parties agree that there are no intended third-party beneficiaries of this Contract.

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

APPROVED AS TO FORM:

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

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST

Tracey L. Belser
Clerk

Charlie Powell
Mayor

WITNESS

CONTRACTOR
FORTÉ EVENTS, INC.:

By: _____
Printed Name: _____
Title: _____

By: _____
Tami Forero
President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to 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, except the parties acknowledge that Tai Aracen International is an approved subcontractor. 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 | \$2,000,000 combined single unit |
| C. Professional Liability/Errors & Omissions | \$1,000,000 |

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.

RESOLUTION NO. 15-311

A RESOLUTION AUTHORIZING A CONTRACT WITH FORTÉ EVENTS, INC. FOR PROVISION OF SERVICES FOR THE PLANNING, PRODUCTION, AND MANAGEMENT OF EVENTS FOR THE ECLIPSE FESTIVAL.

WHEREAS, the City desires to enter into a contract with Forté Events, Inc. (the "Contractor") for the provision of services for an event which will occur within Casper involving the total solar eclipse on August 21, 2017 also known as "Eclipse Fest 2017"; and,

WHEREAS, the Eclipse Fest 2017 will be held for four (4) days starting August 17, 2017 and ending August 21, 2017; and,

WHEREAS, the project requires event planning, production, and management services; and,

WHEREAS, the proposed contract provides for pre-planning for this event by the Contractor as well as management of the event itself; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this contract; and,

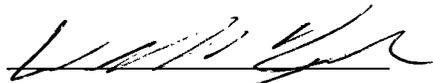
WHEREAS, the City desires to retain the Contractor for the scope of services as set forth in the proposed contract.

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 Forté Events, Inc. for the planning, production, and management of events for the Eclipse Fest 2017.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the contract as provided and set forth therein.

PASSED, APPROVED AND ADOPTED this 1st day of December, 2015.

APPROVED AS TO FORM:



ATTEST:

Tracey Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Charlie Powell
Mayor

November 3, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Tracey Belser, Support Services Director *TB*
Linda Carlson, Finance Manager *L*
Carla Mills-Laatsch, Customer Service Supervisor *omb*

SUBJECT: Additional Dispensing room for CRU, LLC., d.b.a Parkway Plaza Hotel & Conference Centre, Resort License No. 3, 123 West 'E' Street.

Recommendation:

That Council, by minute action, approve the request for an additional dispensing room for CRU, LLC., Parkway Plaza Hotel & Conference Centre, located at 123 West 'E' Street in the Old Towne building.

Summary:

The City has received notice that Resort Liquor License No. 3, Parkway Plaza Hotel & Conference Centre, located at 123 West 'E' Street, requests an additional dispensing room to be located in the Old Towne building located on the Parkway Plaza property. It will be a 16' x 26' room in the west side of the second floor of the building.

If this is approved the Parkway Plaza will have three dispensing rooms. Municipal code states if a licensee is engaged in a business operation with convention facilities, the licensee may maintain more than one additional dispensing room.

NICOLAYSEN & ASSOCIATES

A PROFESSIONAL CORPORATION OF ATTORNEYS

PETER C. NICOLAYSEN*
PAMALA M. BRONDOS
* ALSO ADMITTED IN CO

P.O. BOX 7
140 N. CENTER STREET
CASPER, WYOMING 82602

307-237-1896
FAX: 307-577-8799

petercn@vcn.com

October 22, 2015

Carla Mills-Laatsch
City of Casper
Finance Division
200 N. David
Casper, WY 82601

VIA EMAIL ONLY:

camills@cityofcasperwy.com

RE: CRU Casper, LLC, d/b/a **Parkway Plaza Hotel & Conference Centre**
Resort License #3 – Request for Additional Dispensing Room

Dear Carla:

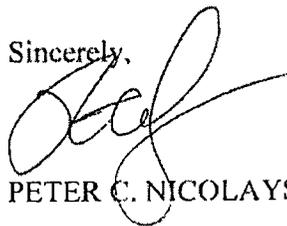
As you know, I represent CRU Casper, LLC, d/b/a Parkway Plaza Hotel & Conference Centre, 123 West "E" Street, Casper, WY 82601.

This letter is my client's written request to the City of Casper to approve an additional dispensing room for the Parkway Plaza's Resort License #3. The additional dispensing room is an existing 16' x 26' room located on the Westside of the 2nd floor in the Old Towne Building. This building is part of the Parkway Plaza Resort property.

It is our understanding that the fee for this dispensing room is \$1,000, and after your confirmation of the amount, we will deliver a check for payment of this fee.

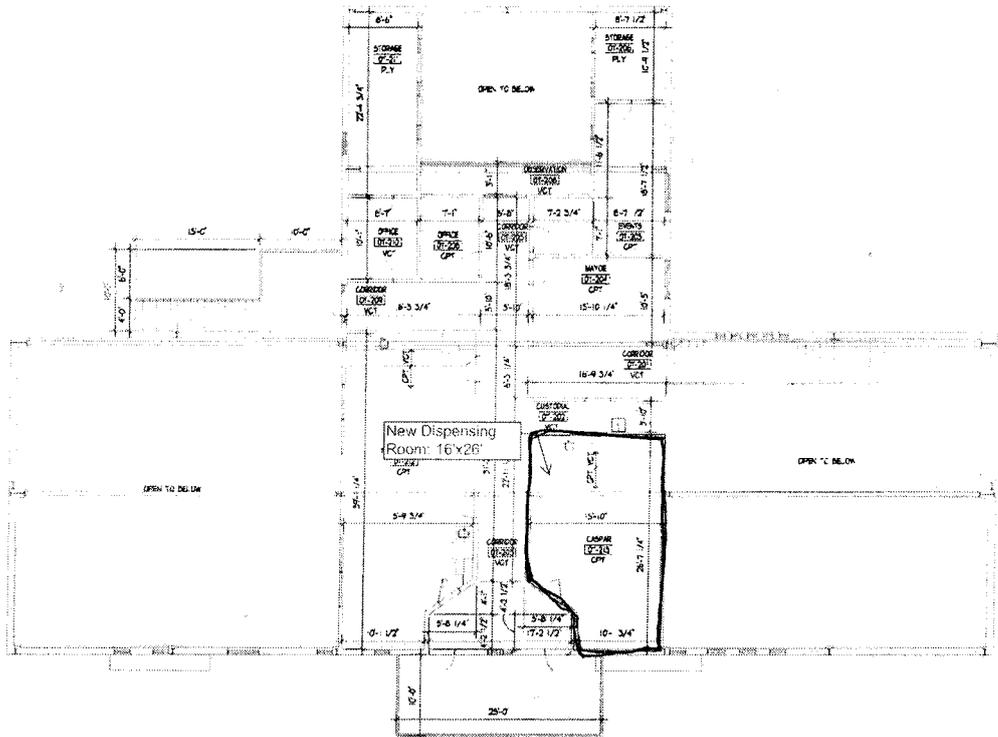
Please let me know if you have any questions or need anything further.

Sincerely,



PETER C. NICOLAYSEN

Cc: Client



OLD TOWN
 2ND FLOOR PLAN
 3/17/57 1/8" = 1'-0"

December 1, 2015

MEMO TO: John C. Patterson, City Manager
FROM: Liz Becher, Community Development Director *lb*
SUBJECT: Appointments to the Planning and Zoning Commission

Recommendation:

That Council, by minute action, appoint Frederick C. Feth and Susan G. Frank, and reappoint Don Redder and Ryan D. Waterbury, to the Planning and Zoning Commission, to three-year terms expiring December 31, 2017.

Summary:

On November 17th and 24th, 2015, members of the City Council interviewed seven (7) individuals for the four vacancies on the Planning and Zoning Commission. It was the consensus that Frederick C. Feth and Susan G. Frank would be appointed. Don Redder and Ryan D. Waterbury were eligible for automatic reappointment under the rules of the City Council which specifies individuals may serve up to two (2) full terms on the Planning Commission.