

REGULAR COUNCIL MEETING  
 Tuesday, September 15, 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.

<b>Council Goals Scorecard</b>
<i>Actions to Date</i>
<b>11</b>
<b>49</b>
<b>30</b>

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE AUGUST 25, 2015 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON AUGUST 31, 2015
4. CONSIDERATION OF MINUTES OF THE SEPTEMBER 1, 2015 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON SEPTEMBER 13, 2015
5. CONSIDERATION OF BILLS AND CLAIMS
6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish October 6, 2015, as the Public Hearing Date for Consideration 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, to **Create Mesa Del Sol III**, Located at Jordan and Sienna Drive.

2015 Goals		
Downtown	Infrastructure	Recreation

7. PUBLIC HEARINGS

A. Resolution

1. Consideration of a Demolition Report and **Assessing Real Property** for Demolition Costs at **520 South Kimball Street**.

B. Consideration of Fiscal Year 2014-2015 Community Development Block Grant (CDBG) **Consolidated Annual Performance and Evaluation Report** (CAPER).

2015 Goals		
Downtown	Infrastructure	Recreation
X		

8. THIRD READING ORDINANCE

A. Consent

1. Creating Section 2.36.080 of the **Casper Municipal Code** Pertaining to the **Powers of the Downtown Development Authority**.

9. FIRST READING ORDINANCES

A. Repealing Ordinance No. 15-13 Pertaining to **Smoking in Public Places**.

B. Repealing Ordinance No. 17-12 Pertaining to **Smoking in Public Places**.

10. RESOLUTIONS

A. Consent

1. Authorizing an Extension to the Contract for Professional Services with the **Downtown Development Authority (DDA)** for the Operation of the **Parking Garage and the Public Parking Lot at 1<sup>st</sup> and Center Streets**.
2. Authorizing Consent from the City for **Change of Diversion and Means of Conveyance** for Water Right Pertaining to the **East Elkhorn Ranch LLC**.
3. Authorizing Agreement with **Phipps Construction LLC**, in the Amount of \$190,181.48, for the **Stuckenhoff Shooters Complex Project**.
4. Authorizing Agreement with **Shamrock Environmental Corporation**, in the Amount of \$2,750,000, for the **Wyoming Boulevard/Water Treatment Plant Reach North Platte River Restoration Project**.
5. Authorizing Mineral Royalties Grant from the **State Lands and Investments Office**, in the Amount of \$2,052,225, for the **“K” Street Improvement Project**.
6. Authorizing an Agreement with **Communication Technologies**, in the Amount of \$36,725, for the **Installation of Equipment in Five (5) New 2016 Ford Interceptor SUVs**.
7. Resolution Authorizing Contract with **Delta Dental** to Continue to Provide **Dental Benefit Coverage Services** for City of Casper Dental Plan Participants.
8. Authorizing Memorandum of Understanding with the United States Department of Interior, **Bureau of Land Management**, Casper Field Office for **Platte River Revival** Expertise and Resources.

2015 Goals		
Downtown	Infrastructure	Recreation
X	X	
	X	X
		X
	X	
		X

2015 Goals		
Downtown	Infrastructure	Recreation

11. MINUTE ACTION

- A. Selection of \_\_\_\_\_ as **Casper City Manager**, Pending Contract Negotiations and Council Approval of Contract.
- B. Consent
  - 1. Rejecting all Bids Received for the **Casper Events Center Storage Building**.

12. COMMUNICATIONS

- A. From Persons Present

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

14. ADJOURNMENT

Upcoming Council meetings

**Council meetings**

6:00 p.m. Tuesday, October 6, 2015 – Council Chambers  
 6:00 p.m. Tuesday, October 20, 2015 – Council Chambers

**Work sessions**

4:30 p.m. Tuesday, September 22, 2015 – Council meeting room  
 7:00 a.m. Friday, September 25, 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  
August 25, 2015

Casper City Council met in special session at 4:35 p.m., Tuesday, August 25, 2015. Present: Cathey, Hopkins, Johnson, Mundell, Pacheco, Sandoval, and Mayor Powell.

Moved by Councilman Hopkins, seconded by Councilman Sandoval to, by minute action, allow Councilman Schlager to attend and vote at this meeting by telephone.

Councilman Johnson asked for clarification on this process. City Attorney Luben indicated that Council has allowed this on an ad-hoc basis with a supporting vote by Council. Motion passed. City Attorney Luben confirmed that with the motion passing, Councilman Schlager would be allowed to attend and vote at this meeting by telephone. He further stated for the record that Councilman Schlager is attending the meeting by telephone conference call and is on the line.

Following resolution read:

RESOLUTION NO. 15-248

A RESOLUTION AUTHORIZING A “REAL ESTATE PURCHASE AGREEMENT” AND OTHER NECESSARY DOCUMENTS FOR THE PURCHASE OF REAL PROPERTY FROM ASH STREET PLAZA, LLC.

Councilman Hopkins presented the foregoing resolution for adoption. Seconded by Councilman Pacheco. City Manager Patterson provided a brief report.

Moved by Councilman Sandoval, seconded by Councilman Johnson, to suspend the rules of Council to allow for public input on this matter. Councilman Cathey voted nay. Motion passed.

Individuals addressing the Council were: Ken Ball, 4521 East 21<sup>st</sup> Street; and Brian Scott Gamroth, Downtown Development Authority (DDA) Vice Chairman. Council asked further questions of Mr. Gamroth. He stated that the DDA would be renting the property for three years and that no major renovations would likely be necessary other than a wheelchair lift. He also acknowledged that the DDA may need to rent the facility for a slightly longer period, but that would have to be negotiated if it occurred. He also confirmed that the DDA had funding for the rental costs.

Mr. Ball addressed the Council again and asked about the relationship between the City and the DDA, and about the potential tenant of the facility.

Mayor Powell asked for further discussion from Council. Councilmembers stated their opinions on the purchase. Councilmen Johnson and Mundell voted nay. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Pacheco, to, by minute action adjourn. Motion passed. The meeting was adjourned at 5:20 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V. H. McDonald  
City Clerk

---

Charlie Powell  
Mayor

COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
September 1, 2015

Casper City Council met in regular session at 6:00 p.m., Tuesday, September 1, 2015. Present: Councilmen Cathey, Hopkins, Johnson, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell.

Mayor Powell led the audience in the Pledge of Allegiance.

Moved by Councilman Hopkins, seconded by Councilman Pacheco, to, by minute action, approve the minutes of the August 18, 2015, regular Council meeting, as published in the Casper-Star Tribune on August 29, 2015. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Cathey, to, by minute action, approve payment of the September 1, 2015, bills and claims, as audited by City Manager Patterson. Mayor Powell noted he wished to abstain from voting on invoices pertaining to Park Ridge Behavioral Healthcare. Motion passed.

Bills & Claims  
09/01/15

AAALandscaping	Services	\$450.00
AakerSigns	Goods	\$358.25
AKloke	Reimb	\$121.05
AMBI	Services	\$134.79
AmericanTitle	Services	\$10,000.00
ANelson	Reimb	\$252.80
APedersen	Refund	\$19.72
B Worley	Reimb	\$75.00
B&BSales	Services	\$1,635.48
Balefill	Services	\$55,284.68
BankOfAmerica	Goods	\$245,133.04
BarDSigns	Goods	\$608.00
Bentz'sTownPump	Goods	\$747.37
Brenntag	Goods	\$25,669.11
Burns&McDonnellEngineering	Services	\$2,925.45
BWInsurance	Services	\$21,594.00
C Simons	Reimb	\$34.37
Carus	Goods	\$7,560.00
Caselle	Services	\$150.00
CasperPubSafetyComm	Services	\$1,832.05
CCook	Reimb	\$3,750.00
CDWGvmt	Goods	\$1,832.43
Centurylink	Services	\$654.32
ChamberofCommerce	Goods	\$31,771.00
CIGNA	Services	\$12,016.92

CityofCasper	Services	\$10,530.84
CKrugler	Reimb	\$11.85
CNICHealthSolutions	Services	\$94.62
CntrlWySftbl	Funding	\$6,000.00
Comanco	Services	\$8,791.75
CRootJr.	Reimb	\$104.99
CtrlWyGraphics	Svc	\$100.00
D Boomsma	Reimb	\$100.00
DaleBuckinghamArchitects	Projects	\$1,891.89
DavidsonFixedIncome	Services	\$6,857.70
DClarke	Refund	\$55.66
DCourtade	Reimb	\$106.00
Dell	Goods	\$4,129.57
DeltaDental	Services	\$43,738.96
DesertMtn	Goods	\$15,402.95
DFS	Services	\$10.00
DGriswold	Reimb	\$866.85
DoubleDWelding	Services	\$718.00
DowntownCasperBusinessAssociation	Refund	\$1,333.33
EMBGolfCarts	Goods	\$124.04
EPolson	Refund	\$19.05
FirstData	Services	\$1,719.27
FirstInterstateBank	Services	\$174.88
FischerAutoBody	Services	\$1,678.59
GKassay	Reimb	\$257.13
Granicus	Services	\$725.00
HaassConstruction	Projects	\$87,488.73
HaseldenWYConst	Services	\$5,845.30
HDR Engineering	Projects	\$6,426.80
HewlettPackard	Goods	\$650.71
InbergMillerEngineers	Services	\$2,187.50
Installation&Svc	Projects	\$71,595.00
InterColiseumsCo	Services	\$16,936.63
J Gall	Reimb	\$76.06
JacobsEngineeringGroup	Services	\$8,713.60
JGerhart	Reimb	\$49.86
JGlass	Refund	\$69.17
JKollmann	Reimb	\$118.75
JTiller	Reimb	\$191.68
JTLGroup	Services	\$497,147.69
KadmasLeeJackson	Services	\$29,301.41
Kone	Services	\$29,314.00
LaborReady	Services	\$1,270.00
LGriffith	Reimb	\$75.00
LHallock	Reimb	\$3,750.00
LifeHlth	Services	\$88,833.00

LongBuildingTech	Services	\$52,099.35
LWinesburg	Refund	\$28.51
MBerninzoni	Refund	\$33.97
McMurryReadyMix	Goods	\$1,505.51
Microsoft	Services	\$3,500.90
Motorola	Goods	\$29,674.12
MRoden	Reimb	\$1,500.00
N Rennich	Reimb	\$65.24
NC Clerk	Services	\$360.00
NevesUniforms	Goods	\$292.17
NewcomTechnologies	Services	\$1,200.00
NMatthews	Refund	\$13.01
OlsonAutobody	Services	\$7,204.02
PBrooker	Services	\$600.00
PorterMuirhead	Services	\$20,000.00
PostalPros	Services	\$3,126.02
PvrtyRestncFoodPntry	Funding	\$750.00
RockyMtnPower	Services	\$136,560.00
RotaryClub	Dues	\$217.00
RSchulenberg	Reimb	\$500.00
SamParsonsUpholstery	Services	\$265.60
SDunnuck	Reimb	\$9.44
Siteimprove	Services	\$2,500.00
Smarsh	Services	\$2,019.50
SourceGas	Services	\$11,927.98
StarLineFeeds	Goods	\$562.95
StealthPartnerGroup	Services	\$64,533.40
StellarProgramming	Services	\$3,740.00
StrtgcGvtRsrc	Services	\$9,591.53
SWTurf	Sod	\$648.95
SyscoFoodSvcs	Goods	\$2,454.99
TretoConstruction	Projects	\$3,260.00
TurnkeyServices	Services	\$4,961.72
Vaughn'sPublishing	Goods	\$120.00
VisionServicePlan	Services	\$1,453.30
Visits	Services	\$132.55
WasteWaterTreatment	Funding	\$600.00
WayneColemanConstruction	Projects	\$33,733.54
WBeer	Reimb	\$86.50
WBohman	Reimb	\$329.80
WERCSCcommunications	Services	\$1,527.50
WesternPlainsLandscaping	Services	\$8,125.35
WesternWaterConsult	Services	\$40,565.96
WestPlainsEngineering	Services	\$3,400.00
WorthingtonLenhart&Carpenter	Services	\$40,987.02
WYDOT	Services	\$6,027.70

WYFdBnk	Funding	\$91,475.00
ZSzekely	Services	\$4,230.65
		\$1,978,694.39

Mayor Powell recognized Aaron Kloke, City of Casper Associate Planner, as the recipient of the Planner of the Year New Professional Award from the Wyoming Planning Association. Mayor Powell presented him with a plaque and congratulated him on his success.

Mayor Powell then explained the process for filling the Ward II City Councilman vacancy and invited John Kirlin, a candidate for the vacancy, to come forward. Mr. Kirlin's schedule would not allow him to attend the scheduled interviews on September 2, 2015. Mr. Kirlin addressed the five (5) questions that Council had presented for all candidates to address. Upon conclusion, Mr. Kirlin thanked Council for the opportunity to interview for the position.

Moved by Councilman Mundell, seconded by Councilman Cathey, to, by minute action: establish September 15, 2015, as the public hearing date for the consideration of the fiscal year 2014-2015 Community Development Block Grant Consolidated Annual Performance and Evaluation Report; and the demolition report and assessing real property for demolition costs at 520 South Kimball Street.

Mayor Powell opened the public hearing for the consideration of the motor vehicle noise ordinance.

City Attorney Luben entered two (2) exhibits: Correspondence from Jim Wetzel, to John Patterson, dated August 7, 2015 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated August 25, 2015. City Manager Patterson provided a brief report. City Attorney Luben provided further background information on the topic.

Speaking in support was Mary Lou Morrison, 845 E. 3rd Street.

Speaking in opposition was: Jim Porter, 1801 Fairwood Common; Marla Troutman, 52 Gardenia; Frank Flanagan, 6517 Terrace Drive; Mark Reid, 1355 S. Laurel; Tony Arrivis, 653 ½ CY Ave; Tyler Roberts, 1066 Lakeview Lane; Dave Wolosin, 818 E. 15<sup>th</sup>; Paul Paad, 2781 Cherokee; Hank Estebo, 2816 Cherokee; Chad Steiner, 721 St. John; David Brubaker, 252 E. "G"; Steve Olson, 1262 E. 15<sup>th</sup>; Melissa Anderson, 827 East "A"; Nick Wales, 906 E. 17<sup>th</sup>; Ryan Steppe, 1440 Ivy Lane; Kevin Eberle, 4130 Kodiak; Jason Triplett, 5491 W. Yellowstone; Jason Schmeltzer, 1225 ½ S. Ash; Greg Breed, 3611 Vista Royale; Russ Reddick, 2703 Kitty Hawk; Mike Harrison, 742 N. Jefferson; Jack Brungardt, 206 E. "G"; Matt Hurston, 5210 Blackmore; and Darren Paul, 959 Fossil Butte.

There being no others to speak for or against the issues involving the motor vehicle noise ordinance, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 22-15  
AN ORDINANCE AMENDING SECTIONS 8.20.040 AND  
8.20.050, AND REPEALING SECTION 10.20.050 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO MOTOR  
VEHICLE NOISE.

Councilman Johnson presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Schlager. After some discussion, all voted nay, and the motion failed.

Councilman Cathey recused himself from the discussion and left the room.

Mayor Powell opened the public hearing for the consideration of the issuance of a Bar and Grill Liquor License to Marco's Coal Fired Pizza, Casper, LLC, d.b.a. Racca's Pizzeria Napoletana, located at 319 West Midwest Avenue.

City Attorney Luben entered three (3) exhibits: Correspondence from V.H. McDonald, to John Patterson, dated September 1, 2015, an affidavit of publication, as published in the Casper-Star Tribune, dated August 12, 2015; and an affidavit of website publication, as published on the City of Casper website, dated July 24, 2015. City Manager Patterson provided a brief report.

Speaking in support was; Holly Turner, Executive Director Casper Artist's Guild; Elliott Ramage, 233 E. 12th Street; John Griffith, 915 S. Lincoln; Mark Dym, Golden, Colorado; Dennis Steensland, 533 S. Washington; and John Huff, 824 W. Yellowstone.

There being no others to speak for or against the issues involving the Bar and Grill Liquor license, the public hearing was closed.

Moved by Councilman Sandoval, seconded by Councilman Hopkins, to, by minute action, authorize the issuance of the Bar and Grill Liquor License. Motion passed.

Councilman Cathey returned to the meeting.

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

ORDINANCE NO. 20-15  
AN ORDINANCE AMENDING SECTION 9.24.040 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO  
PROSTITUTION.

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

Section 1:

Section 9.24.040 of the Casper Municipal Code shall hereby be amended to read as follows:

Section 2:

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

9.24.040 — Prostitution — Defined — Prohibited

A.

For the purposes of this section:

1. "Prostitution" means ~~knowingly or intentionally performing or permitting, or offering or agreeing to perform, any act of sexual intrusion for money or other consideration;~~ ANY PERSON WHO PERFORMS, OFFERS OR AGREES TO PERFORM ANY ACT OF SEXUAL INTRUSION AS DEFINED IN THIS SUBSECTION FOR ANY MONEY, PROPERTY, TOKEN, OBJECT, OR ARTICLE OR ANYTHING OF VALUE, OR ANY TOUCHING OR FONDLING OF THE SEX ORGANS OF ONE PERSON BY ANOTHER PERSON FOR ANY MONEY, PROPERTY, TOKEN, OBJECT OR ARTICLE OR ANYTHING OF VALUE, FOR THE PURPOSE OF SEXUAL AROUSAL OR GRATIFICATION COMMITS AN ACT OF PROSTITUTION.

PASSED on first reading this 4<sup>th</sup> day of August, 2015.

PASSED on second reading this 18<sup>th</sup> day of August, 2015.

PASSED, APPROVED AND ADOPTED on third and final reading this 1<sup>st</sup> day of September, 2015.

Councilman Johnson presented the one (1) foregoing consent agenda ordinance for adoption, on third reading. Seconded by Council Mundell. Councilman Sandoval voted nay. Motion passed.

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

ORDINANCE NO. 21-15

AN ORDINANCE CREATING SECTION 2.36.080 OF THE CASPER MUNICIPAL CODE PERTAINING TO THE POWERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY.

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

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 15-249

A RESOLUTION AUTHORIZING THE ASSISTANT CITY MANAGER TO ACT DURING THE ABSENCE OR DISABILITY OF THE CITY MANAGER

RESOLUTION NO. 15-250

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH J & J HOCKEY SHOPS, LLC FOR OPERATION OF A PRO SHOP AT THE CASPER ICE ARENA.

RESOLUTION NO. 15-251

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HYDRO CONSTRUCTION COMPANY, INC., FOR THE SAM H. HOBBS REGIONAL WASTEWATER TREATMENT

FACILITY ANAEROBIC DIGESTER #2 IMPROVEMENTS,  
PROJECT 15-38.

RESOLUTION NO. 15-252

A RESOLUTION AUTHORIZING APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH NATRONA COUNTY IN REGARDS TO FUNDING FOR THE CONSTRUCTION OF PHASE I OF A TRAIL THAT SHALL EXTEND FROM CASPER COLLEGE TO ROTARY PARK.

RESOLUTION NO. 15-253

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ITC ELECTRICAL TECHNOLOGIES, FOR THE SAM H. HOBBS REGIONAL WASTEWATER TREATMENT FACILITY PROGRAMMABLE LOGIC CONTROLLER UPGRADES, PROJECT 13-67.

RESOLUTION NO. 15-254

A RESOLUTION AUTHORIZING A WARRANTY DEED FOR CLOSING ON A PURCHASE OPTION BEING EXERCISED BY THE CASPER ARTIST'S GUILD, INC. FOR 321 WEST MIDWEST AVENUE.

Councilman Johnson presented the foregoing six (6) resolutions for adoption. Seconded by Councilman Mundell. Councilman Cathey voted nay on Resolution No. 15-252. Motion passed.

Individuals addressing the Council were: Woody Giles, 290 Magnolia, regarding property values; and Mary Anne Divittorio, 222 W. "B", thanking Council for their hard work.

Mayor Powell noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, September 8, 2015, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, September 15, 2015, in the Council Chambers.

Moved by Councilman Cathey, seconded by Councilman Sandoval, to, by minute action adjourn. Motion passed.

The meeting was adjourned at 8:45 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

V. H. McDonald  
City Clerk

---

Charlie Powell  
Mayor

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

## 71 CONSTRUCTION, INC.

12966 2015 CHIP SEAL PROJ 15-23.	\$10,388.00	
12966 RETAINAGE 15-23	(\$26,260.29)	
12968 RETAINAGE 13-63	(\$392.50)	
	<b>(\$16,264.79)</b>	<b>Subtotal for Dept. Capital Projects</b>
1629-6 FT CASPER PEDESTRIAN UNDERPASS	\$40,560.00	
	<b>\$40,560.00</b>	<b>Subtotal for Dept. Fort Caspar</b>
1598-4 2014 SANITARY SEWER IMPROVEMEN	(\$0.27)	
1598-4 2014 SANITARY SEWER IMPROVEMEN	\$24,354.75	
1598-4 PROJECT 14-30	\$2,081.66	
1598-4 RETAINAGE 14-30	(\$571.53)	
	<b>\$25,864.61</b>	<b>Subtotal for Dept. Sewer</b>
12968 FY15 RAILS TO TRAILS REQ DETEN	\$3,925.00	
12966 2015 CHIP SEAL PROJ 15-23.	\$481,033.88	
7324 1/2" CITY MIX	\$16,031.61	
7598 1/2" CITY MIX	\$2,680.65	
	<b>\$503,671.14</b>	<b>Subtotal for Dept. Streets</b>
	<b>\$553,830.96</b>	<b>Subtotal for Vendor</b>

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

15-07-464 POSTAGE	\$29.90	
	<b>\$29.90</b>	<b>Subtotal for Dept. Balefill</b>
15-08-493 POSTAGE	\$96.10	
	<b>\$96.10</b>	<b>Subtotal for Dept. Casper Events Center</b>
15-08-489 POSTAGE	\$28.26	
	<b>\$28.26</b>	<b>Subtotal for Dept. City Attorney</b>
15-08-492 POSTAGE	\$40.66	
	<b>\$40.66</b>	<b>Subtotal for Dept. Engineering</b>
15-08-496 POSTAGE	\$7.01	
	<b>\$7.01</b>	<b>Subtotal for Dept. Fire</b>
15-08-499 POSTAGE	\$1.74	
	<b>\$1.74</b>	<b>Subtotal for Dept. Metro Animal</b>
15-07-452 POSTAGE	\$8.12	
	<b>\$8.12</b>	<b>Subtotal for Dept. Refuse Collection</b>
	<b>\$211.79</b>	<b>Subtotal for Vendor</b>

## AAA LANDSCAPING

8620 LANDSCAPING SERVICES	\$350.00	
	<b>\$350.00</b>	<b>Subtotal for Dept. Balefill</b>
8908 WEED CONTRACTOR	\$279.03	
	<b>\$279.03</b>	<b>Subtotal for Dept. Code Enforcement</b>
	<b>\$629.03</b>	<b>Subtotal for Vendor</b>

## AAKER SIGNS & DESIGNS

15-3273 WRAPS FOR BIKES	\$377.26	
	<b>\$377.26</b>	<b>Subtotal for Dept. Police Dept</b>
	<b>\$377.26</b>	<b>Subtotal for Vendor</b>

## ACCENT ENVIROBALE, INC.

9525381 ENVIROBALE BAGS	\$75,840.00	
-------------------------	-------------	--

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

**\$75,840.00** Subtotal for Dept. Balefill  
**\$75,840.00** Subtotal for Vendor

## ADAMS, CHRIS

0024964570 DEPOSIT/CREDIT REFUND

\$7.47  
**\$7.47** Subtotal for Dept. Water  
**\$7.47** Subtotal for Vendor

## ADECCO USA, INC.

67737867 LANDFILL LITTER CREW  
67747624 LANDFILL LITTER CREW  
67728878 LANDFILL LITTER CREW

\$792.00  
\$792.00  
\$782.10  
**\$2,366.10** Subtotal for Dept. Balefill

67747624 TEMP SERVICES  
67728878 TEMP SERVICES  
67737867 TEMP SERVICES

\$613.80  
\$673.20  
\$633.60  
**\$1,920.60** Subtotal for Dept. Refuse Collection  
**\$4,286.70** Subtotal for Vendor

## AUTUMN ALCALA

RIN0025745 CFAC PASS

\$42.50  
**\$42.50** Subtotal for Dept. Aquatics

RIN0025745 ADVENTURE CAMP REFUND

\$122.06  
**\$122.06** Subtotal for Dept. Recreation  
**\$164.56** Subtotal for Vendor

## BEN MATTILA

14200084 CLOTHING REIMBURSEMENT

\$314.36  
**\$314.36** Subtotal for Dept. Police  
**\$314.36** Subtotal for Vendor

## BRENNTAG PACIFIC, INC.

BPI546004 CHEMICALS  
BPI551767 CHEMICALS  
BPI546007 CHEMICALS  
BPI546005 CHEMICALS  
BPI553962 CHEMICALS  
BPI551306 CHEMICALS  
BPI553010 CHEMICALS  
BPI546006 CHEMICALS

\$13,384.91  
\$13,212.60  
\$13,883.47  
\$13,743.27  
\$14,335.37  
\$8,782.89  
\$12,508.09  
\$13,536.93  
**\$103,387.53** Subtotal for Dept. Water Treatment Plant  
**\$103,387.53** Subtotal for Vendor

## BRITTON, TONI

0024872908 DEPOSIT/CREDIT REFUND

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

## BRODY ALLEN

2389 WORKBOOT ALLOWANCE

\$75.00  
**\$75.00** Subtotal for Dept. Sewer  
**\$75.00** Subtotal for Vendor

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

## BURNS & MCDONNELL ENGINEERING CO., INC. 78385-12 CENTRIFUGE INSTALLATION

\$2,359.30  
**\$2,359.30** Subtotal for Dept. Waste Water  
**\$2,359.30** Subtotal for Vendor

## BURT, REBECCA

0024922976 DEPOSIT/CREDIT REFUND

\$17.39  
**\$17.39** Subtotal for Dept. Water  
**\$17.39** Subtotal for Vendor

## CARUS CORPORATION

SLS 10043768 CHEMICALS POLYMER

\$3,780.00  
**\$3,780.00** Subtotal for Dept. Water Treatment Plant  
**\$3,780.00** Subtotal for Vendor

## CASPAR BUILDING SYSTEMS, INC.

RIN0025779 MIKE SEDAR POOL RECONSTRUCTION

\$537,203.00  
**\$537,203.00** Subtotal for Dept. Aquatics

RIN0025770 RETAINAGE 14-19

(\$2,220.65)

RIN0025779 RETAINAGE 13-07B

(\$53,720.30)  
**(\$55,940.95)** Subtotal for Dept. Capital Projects

RIN0025770 FY12 HOGADON MAINT AND SKI PAT

\$328,336.00  
**\$328,336.00** Subtotal for Dept. Hogadon

5 RETAINAGE 13-48

(\$152.52)

5 SOLID WASTE TRUCK BARN EXPANSI

\$377,521.37  
**\$377,368.85** Subtotal for Dept. Refuse Collection

**\$1,186,966.90** Subtotal for Vendor

## CASPER AREA TRANSPORTATION COALITION

2015-701 JULY 2015 FTA THE BUS EXPENSES

\$30,655.00

2015-702 JULY 15 FTA CATC EXPENSES

\$46,972.00

2015-703 JULY 2015 CITY SIDE BUS EXPENS

\$30,150.00

2015-704 JULY 15 CITY SIDE CATC EXPENSE

\$43,378.00

**\$151,155.00** Subtotal for Dept. C.A.T.C.

**\$151,155.00** Subtotal for Vendor

## CASPER PLANETARIUM

20150811 ADMISSIONS

\$181.00

**\$181.00** Subtotal for Dept. Recreation

**\$181.00** Subtotal for Vendor

## CASPER PUBLIC UTILITIES

RIN0025776 SANITATION

\$103.50

RIN0025776 SEWER

\$18.69

**\$122.19** Subtotal for Dept. Water Treatment Plant

**\$122.19** Subtotal for Vendor

## CASPER YOUTH BASEBALL

RIN0025742 DEPOSIT REFUND

\$500.00

**\$500.00** Subtotal for Dept. Recreation

**\$500.00** Subtotal for Vendor

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

## CENTRAL WY. REGIONAL WATER

131047 SEPT15 WHOLESALE WATER

\$908,302.04

131015 AUG15 SYSTEM INVESTMENT FEES

\$19,441.00

**\$927,743.04** Subtotal for Dept. Water

**\$927,743.04** Subtotal for Vendor

## CENTURYLINK

RIN0025751 MODEM

\$74.76

RIN0025754 ALARM SYSTEM

\$112.14

RIN0025752 ALARM SYSTEM

\$37.62

RIN0025753 MODEM

\$75.14

**\$299.66** Subtotal for Dept. Balefill

RIN0025746 PHONE

\$11,012.57

RIN0025746 PHONE

\$530.94

**\$11,543.51** Subtotal for Dept. Communications Center

AP00014309081521 PHONE

\$745.47

**\$745.47** Subtotal for Dept. Finance

RIN0025746 PHONE

\$37.89

RIN0025746 PHONE

\$42.79

RIN0025746 PHONE

\$42.79

RIN0025746 PHONE

\$41.15

RIN0025746 PHONE

\$49.56

RIN0025746 PHONE

\$43.63

RIN0025746 PHONE

\$42.79

RIN0025746 PHONE

\$41.93

RIN0025746 PHONE

\$3.36

RIN0025746 PHONE

\$42.79

**\$388.68** Subtotal for Dept. Streets

RIN0025741 PHONE

\$42.40

**\$42.40** Subtotal for Dept. Water Treatment Plant

**\$13,019.72** Subtotal for Vendor

## CHEYENNE CITY TREASURER

295195 FY15 TRAVEL DEMAND MODEL MOU

\$49.97

295195 FY15 TRAVEL DEMAND MODEL MOU

\$475.50

**\$525.47** Subtotal for Dept. Metropolitan Planning

**\$525.47** Subtotal for Vendor

## CITY OF CASPER

130976 O.T. TRUCK DAY 8/7/15 FIRE

\$282.23

**\$282.23** Subtotal for Dept. Special Assistance

**\$282.23** Subtotal for Vendor

## CITY OF CASPER - BALEFILL

247/130762 SANITATION

\$41.22

247/130796 SANITATION

\$15.18

**\$56.40** Subtotal for Dept. Parks

2772/130788 SANITATION

\$5,330.02

2772/130748 SANITATION

\$5,699.68

2772/130619 SANITATION

\$6,351.68

2772/130642 SANITATION

\$6,188.84

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

1276/130746 SANITATION

**\$23,570.22** Subtotal for Dept. Refuse Collection  
\$131.56  
**\$131.56** Subtotal for Dept. Waste Water  
**\$23,758.18** Subtotal for Vendor

## CIVIL ENGINEERING PROFESSIONALS, INC.

15-282-03 YMCA SITE IMPROVEMENTS PROJ 15

\$2,133.55  
**\$2,133.55** Subtotal for Dept. City Manager

14-066-06 EAST CASPER ZONE III PROJECT 1

\$5,699.01

14-066-06 EAST CASPER ZONE III PROJECT 1

\$2,806.97

**\$8,505.98** Subtotal for Dept. Water  
**\$10,639.53** Subtotal for Vendor

## CLERK OF CIRCUIT COURT

RIN0025786 GARNISHMENTS

\$204.27

**\$204.27** Subtotal for Dept. Casper Events Center

RIN0025786 GARNISHMENTS

\$660.92

**\$660.92** Subtotal for Dept. Garage

RIN0025786 GARNISHMENTS

\$747.45

**\$747.45** Subtotal for Dept. General Fund

**\$1,612.64** Subtotal for Vendor

## COMMUNICATION TECHNOLOGIES, INC.

71799 REPAIRS

\$49.00

**\$49.00** Subtotal for Dept. Police

71810 PRISONER TRANSPORT CELLS

\$2,125.00

71804 LED LIGHTBARS

\$2,460.00

71809 DUAL WEAPON SYSTEM SET UPS

\$2,250.00

**\$6,835.00** Subtotal for Dept. Police Dept

**\$6,884.00** Subtotal for Vendor

## COMTRONIX, INC.

44399 INTERVIEW ROOM EQUIP REPAIRS

\$192.00

**\$192.00** Subtotal for Dept. Police

**\$192.00** Subtotal for Vendor

## COPLOGIC INC.

c100423-20150831 WY. CRIMINAL LAW BOOKS

\$8,779.00

**\$8,779.00** Subtotal for Dept. Police

**\$8,779.00** Subtotal for Vendor

## CRIME SCENE INFORMATION

157-12-042 CRIME STOPPERS LINE SEPT 15

\$86.25

**\$86.25** Subtotal for Dept. Police

**\$86.25** Subtotal for Vendor

## DAN HART PATROL SERVICE, LLC

RIN0025771 RETAINAGE TO JOINT ACCT 14-72

\$24,514.63

21121 LANDFILL CELLS 3 & 4 GEOSYNTHETIC

\$307,473.06

21121 RETAINAGE 14-72

(\$24,514.63)

**\$307,473.06** Subtotal for Dept. Balefill

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

**\$307,473.06** Subtotal for Vendor

## DAVID HILL

RIN0025772 TRAVEL REIMBURSEMENT

\$56.82

**\$56.82** Subtotal for Dept. Water

**\$56.82** Subtotal for Vendor

## DECKER AUTO GLASS, INC.

019224288 REAR GLASS

\$450.00

**\$450.00** Subtotal for Dept. Garage

**\$450.00** Subtotal for Vendor

## DELL MARKETING LP

XJR833K77 SOFTWARE

\$338.35

**\$338.35** Subtotal for Dept. Balefill

XJR833K69 VLA OFFICE PRO PLUS 2013

\$338.35

XJR833K69 VLA OFFICE PRO PLUS 2013

\$338.35

**\$676.70** Subtotal for Dept. Casper Events Center

**\$1,015.05** Subtotal for Vendor

## DELUXE BUSINESS CHECKS AND SOLUTIONS

74505297 DEPOSIT TICKETS

\$71.65

**\$71.65** Subtotal for Dept. Aquatics

**\$71.65** Subtotal for Vendor

## DOUBLE D WELDING & FABRICATION INC.

3449 SOUTH BALER REPAIRS

\$180.00

**\$180.00** Subtotal for Dept. Balefill

**\$180.00** Subtotal for Vendor

## DPC INDUSTRIES, INC.

727000276-15 CHEMICALS

\$5,544.49

727000278-15 CHEMICALS

\$5,485.58

727000277-15 CHEMICALS

\$5,478.22

727000249-15 CHEMICALS

\$5,468.40

727000261-15 CHEMICALS

\$5,537.13

C727000015-15 CHEMICALS

(\$5,537.13)

727000279-15 CHEMICALS

\$5,512.58

**\$27,489.27** Subtotal for Dept. Water Treatment Plant

**\$27,489.27** Subtotal for Vendor

## EASTON, GARRETT

0024872917 DEPOSIT/CREDIT REFUND

\$41.06

**\$41.06** Subtotal for Dept. Water

**\$41.06** Subtotal for Vendor

## ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

3591 2ND ST WATER MAIN LOOP PROJECT

\$436.14

**\$436.14** Subtotal for Dept. Water

**\$436.14** Subtotal for Vendor

## FENTON, JUSTIN

0024922977 DEPOSIT/CREDIT REFUND

\$15.10

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

**\$15.10** Subtotal for Dept. Water

**\$15.10** Subtotal for Vendor

## FETHERSTON, TRENT

0024872913 DEPOSIT/CREDIT REFUND

\$52.20

**\$52.20** Subtotal for Dept. Water

**\$52.20** Subtotal for Vendor

## FIRST AMERICAN TITLE INSURANCE CO.

1786-451919709 O&E REPORT CASPER LOGISTICS  
1786-451919728 O&E REPORT - CASPER LOGISTICS  
1786-451919718 O&E REPORT CASPER LOGISTICS  
1786-451919721 O&E REPORT CASPER LOGISTICS

\$125.00

\$150.00

\$125.00

\$125.00

**\$525.00** Subtotal for Dept. Water

**\$525.00** Subtotal for Vendor

## FIRST DATA MERCHANT SVCS CORP.

REMI1087312 CREDIT CARD FEES

\$42.77

**\$42.77** Subtotal for Dept. Casper Events Center

REMI1087317 CREDIT CARD FEES

\$860.33

REMI1081572 CREDIT CARD FEES

\$76.41

REMI1083783 CREDIT CARD FEES

\$0.23

**\$936.97** Subtotal for Dept. Cemetery

REMI1087315 CREDIT CARD FEES

\$1,028.36

REMI1083781 CREDIT CARD FEES

\$7.96

REMI1081570 CREDIT CARD FEES

\$112.90

**\$1,149.22** Subtotal for Dept. Code Enforcement

REMI1087307 CREDIT CARD FEES

\$186.41

**\$186.41** Subtotal for Dept. Fort Caspar

REML1087309 CREDIT CARD SERVICE

\$45.74

**\$45.74** Subtotal for Dept. Metro Animal

**\$2,361.11** Subtotal for Vendor

## FIRST INTERSTATE BANK - PETTY CASH

RIN0025766 PETTY CASH - MAC

\$363.96

**\$363.96** Subtotal for Dept. Metro Animal

**\$363.96** Subtotal for Vendor

## FOOD SVCS OF AMERICA

4922056 CREDIT FOR MADRONA MK

(\$31.21)

4947526 CS BACON CS EGGS SCRAMBLED

\$1,249.88

**\$1,218.67** Subtotal for Dept. Casper Events Center

**\$1,218.67** Subtotal for Vendor

## FORT CASPAR MUSEUM ASSOCIATION

RIN0025749 COMM. PROMO CASH FUNDING FT. C

\$3,666.67

**\$3,666.67** Subtotal for Dept. Council

**\$3,666.67** Subtotal for Vendor

## FREEMAN, DANTE

0024872915 DEPOSIT/CREDIT REFUND

\$44.32

**\$44.32** Subtotal for Dept. Water

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

**\$44.32** Subtotal for Vendor

## GARAGE DOOR DUDES

434489 SVC & ADJ DOOR & OPENER/S.WASH

\$330.00

**\$330.00** Subtotal for Dept. Garage

**\$330.00** Subtotal for Vendor

## GILLETTE, JENNA

0024922979 DEPOSIT/CREDIT REFUND

\$47.80

**\$47.80** Subtotal for Dept. Water

**\$47.80** Subtotal for Vendor

## GOLDER ASSOCIATES

422900 CONVERTING TO LIFETIME PERMIT

\$12,661.25

422901 AUTOMATED LEACHATE COLLECTION

\$58,292.50

**\$70,953.75** Subtotal for Dept. Balefill

**\$70,953.75** Subtotal for Vendor

## GOOD 2 GO STORES

NP45272052 FUEL

\$579.06

**\$579.06** Subtotal for Dept. Fire

**\$579.06** Subtotal for Vendor

## GREEN TREE ARBORICULTURE LLC

1-112454 WEED CONTRACTOR

\$186.61

1-112452 WEED CONTRACTOR

\$347.97

1-112459 WEED CONTRACTOR

\$380.47

1-112456 WEED CONTRACTOR

\$366.93

**\$1,281.98** Subtotal for Dept. Code Enforcement

**\$1,281.98** Subtotal for Vendor

## GRIZZLY EXCAVATING

RIN0025757 RETAINAGE 14-09

\$13,872.25

**\$13,872.25** Subtotal for Dept. Capital Projects

**\$13,872.25** Subtotal for Vendor

## GRIZZLY EXCAVATING & CONST. LLC.

RIN0025756 RETAINAGE 14-09

(\$13,872.25)

RIN0025767 RETAINAGE 14-68

(\$19,901.40)

**(\$33,773.65)** Subtotal for Dept. Capital Projects

RIN0025767 15TH & ELM IMP - WOLCOTT ST PR

\$17,746.73

**\$17,746.73** Subtotal for Dept. Sewer

RIN0025778 FIRST STREET IMPROVEMENTS PROJ

\$419,069.77

RIN0025756 5TH STREET IMPROVEMENTS PROJ 1

\$102,989.59

RIN0025767 15TH & ELM IMP - WOLCOTT ST PR

\$112,168.51

**\$634,227.87** Subtotal for Dept. Streets

RIN0025756 5TH STREET IMPROVEMENTS PROJ 1

\$62,205.41

RIN0025767 15TH & ELM IMP - WOLCOTT ST PR

\$69,098.76

RIN0025778 RETAINAGE 14-06

(\$3,026.69)

**\$128,277.48** Subtotal for Dept. Water

**\$746,478.43** Subtotal for Vendor

## HACH CO., CORP.

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

9516289 LAB SUPPLIES

\$695.66

9531237 LAB SUPPLIES

\$320.89

**\$1,016.55** Subtotal for Dept. Water Treatment Plant

**\$1,016.55** Subtotal for Vendor

## HEWLETT PACKARD

56291528 23" COMPUTER MONITOR

\$190.00

**\$190.00** Subtotal for Dept. Cemetery

56287895 AC ADAPTER

\$58.41

**\$58.41** Subtotal for Dept. Code Enforcement

56224259 COMPUTER

\$910.52

**\$910.52** Subtotal for Dept. Finance

56314024 HP Z230 TOWER

\$1,108.76

**\$1,108.76** Subtotal for Dept. Information Services

56241682 TOWER WORKSTATION

\$107.44

56241682 TOWER WORKSTATION

\$452.00

56241682 TOWER WORKSTATION

\$570.32

**\$1,129.76** Subtotal for Dept. Metropolitan Planning

56306661 TOWERS & MONITORS

\$4,402.08

**\$4,402.08** Subtotal for Dept. Parks

56250032 DOCKING STATION

\$147.51

56240846 DOCKING STATION

\$214.00

**\$361.51** Subtotal for Dept. Police

**\$8,161.04** Subtotal for Vendor

## HIGH PLAINS CONSTRUCTION, INC.

PA1 15-38 HOT MIX

\$22,221.36

**\$22,221.36** Subtotal for Dept. Streets

**\$22,221.36** Subtotal for Vendor

## HILLHOUSE W. LTD

492797 HEADING WEST ACTIVITY BOOK

\$178.74

**\$178.74** Subtotal for Dept. General Fund

**\$178.74** Subtotal for Vendor

## HOMAX OIL SALES, INC.

0300588-IN BULK FUEL

\$18,126.33

**\$18,126.33** Subtotal for Dept. Balefill

0299831-IN DIESEL FUEL

\$399.50

0299872-IN UNLEADED FUEL

\$27,856.33

0299831-IN DIESEL FUEL

\$18,938.42

**\$47,194.25** Subtotal for Dept. Garage

0300420-IN DYED DIESEL #2 ULSD

\$4,217.56

**\$4,217.56** Subtotal for Dept. Golf Course

CL66400 FUEL

\$4,599.04

**\$4,599.04** Subtotal for Dept. Water

**\$74,137.18** Subtotal for Vendor

## INDUSTRIAL REPAIR SERVICE, INC.

163207 MODICON MICRO REPAIR

\$664.60

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

163210 MAGMASTER REPAIR

\$805.79

**\$1,470.39** Subtotal for Dept. Water Treatment Plant

**\$1,470.39** Subtotal for Vendor

## INSTALLATION & SVC CO

RIN0025760 RETAINAGE 15-24

\$15,898.68

**\$15,898.68** Subtotal for Dept. Water

**\$15,898.68** Subtotal for Vendor

## INSTALLATION & SVC. CO.

RIN0025759 2015 MISC. WATERLINE REPLACEME

\$158,986.75

RIN0025759 RETAINAGE 15-24

(\$15,898.68)

**\$143,088.07** Subtotal for Dept. Water

**\$143,088.07** Subtotal for Vendor

## ITC ELECTRICAL TECHNOLOGIES

16166 TRANSFORMER OIL SAMPLE

\$2,136.11

16165 TROUBLESHOOT VFD FAULTS

\$1,723.80

16164 TROUBLESHOOT 400HP MOTOR

\$348.60

**\$4,208.51** Subtotal for Dept. Waste Water

16159 DEMSEY ACRES RECHARGE PUMP

\$3,055.64

**\$3,055.64** Subtotal for Dept. Water Treatment Plant

**\$7,264.15** Subtotal for Vendor

## JACOBS ENGINEERING GROUP

WVXY54000827 FY15 PLATTE PARK BRIDGE PEL ST

\$391.53

WVXY54000827 FY15 PLATTE PARK BRIDGE PEL ST

\$3,725.47

**\$4,117.00** Subtotal for Dept. Metropolitan Planning

**\$4,117.00** Subtotal for Vendor

## JAMES LIPES

RIN0025787 OVERPAYMENT ON CV-2015-0610

\$155.50

**\$155.50** Subtotal for Dept. Water Treatment Plant

**\$155.50** Subtotal for Vendor

## JASON WHITTNER

RIN0025773 TRAVEL EXPENSES

\$13.98

**\$13.98** Subtotal for Dept. Police

**\$13.98** Subtotal for Vendor

## JENNIFER BRUST

RIN0025761 TUITION REIMBURSEMENT

\$1,131.00

**\$1,131.00** Subtotal for Dept. Fire

**\$1,131.00** Subtotal for Vendor

## JOHN SCHOENWOLF

RIN0025755 WORKBOOT ALLOWANCE

\$75.00

**\$75.00** Subtotal for Dept. Parks

**\$75.00** Subtotal for Vendor

## JOY CLARK

RIN0025750 MLG, MLS-HUD REQ.GRANTEE MTG

\$343.47

**\$343.47** Subtotal for Dept. CDBG

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

**\$343.47** Subtotal for Vendor

## KNIFE RIVER/JTL

14-23-7 RETAINAGE 14-23	(\$755.65)		
	<b>(\$755.65)</b>	Subtotal for Dept.	Capital Projects
121940 W BASE	\$155.57		
121657 W BASE SWANTON	\$516.53		
120841 1/2" PLANT MIX	\$2,693.76		
121664 3/4" PLANT MIX	\$1,789.20		
14-23-7 COUNTRY CLUB ROAD/WY BLVD -	\$125,409.99		
	<b>\$130,565.05</b>	Subtotal for Dept.	Streets
14-23-7 COUNTRY CLUB RD/WY BLVD - ARDO	\$16,304.01		
	<b>\$16,304.01</b>	Subtotal for Dept.	Water
	<b>\$146,113.41</b>	Subtotal for Vendor	

## KRIS KOFAKIS

081789 WORKBOOT ALLOWANCE	\$55.11		
	<b>\$55.11</b>	Subtotal for Dept.	Water
	<b>\$55.11</b>	Subtotal for Vendor	

## KUBWATER RESOURCES, INC

05090 ZETAG 7593 DRY POLYMER	\$9,678.03		
	<b>\$9,678.03</b>	Subtotal for Dept.	Waste Water
	<b>\$9,678.03</b>	Subtotal for Vendor	

## LABOR READY CENTRAL, INC.

20033229 TEMPORARY LABOR	\$78.05		
20009938 TEMPORARY LABOR	\$542.79		
20009939 TEMPORARY LABOR	\$1,940.50		
	<b>\$2,561.34</b>	Subtotal for Dept.	Casper Events Center
	<b>\$2,561.34</b>	Subtotal for Vendor	

## LARRIBAS, ANTHONY

0024922970 DEPOSIT/CREDIT REFUND	\$12.35		
	<b>\$12.35</b>	Subtotal for Dept.	Water
	<b>\$12.35</b>	Subtotal for Vendor	

## LINFORD, RONALD L.

0024872904 DEPOSIT/CREDIT REFUND	\$9.90		
	<b>\$9.90</b>	Subtotal for Dept.	Water
	<b>\$9.90</b>	Subtotal for Vendor	

## LISTER, CRYSTAL

0024872918 DEPOSIT/CREDIT REFUND	\$9.98		
	<b>\$9.98</b>	Subtotal for Dept.	Water
	<b>\$9.98</b>	Subtotal for Vendor	

## MANPOWER, INC.

29068937 TEMPORARY LABOR	\$130.72		
29009134 TEMPORARY LABOR	\$380.33		
29020529 TEMPORARY LABOR	\$234.00		
29033669 TEMPORARY LABOR	\$144.69		
	<b>\$889.74</b>	Subtotal for Dept.	Casper Events Center

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

**\$889.74** Subtotal for Vendor

## MARGAROS, NATALIE

0024872907 DEPOSIT/CREDIT REFUND

\$5.90

**\$5.90** Subtotal for Dept. Water

**\$5.90** Subtotal for Vendor

## MCMURRY READY MIX CO.

220793 CONCRETE

\$276.25

**\$276.25** Subtotal for Dept. Parks

221172 CONCRETE

\$334.00

**\$334.00** Subtotal for Dept. Sewer

221237 CONCRETE

\$331.50

221242 CONCRETE

\$110.50

221238 CONCRETE

\$331.50

221239 CONCRETE

\$331.50

221243 CONCRETE

\$221.00

221240 CONCRETE

\$497.25

221241 CONCRETE

\$276.25

**\$2,099.50** Subtotal for Dept. Streets

221173 CONCRETE

\$607.75

**\$607.75** Subtotal for Dept. Water

**\$3,317.50** Subtotal for Vendor

## MICHAEL PREWITT

RIN0025782 APPRSL-630 W.MIDWEST VACNT LND

\$2,200.00

**\$2,200.00** Subtotal for Dept. Special Revenue

**\$2,200.00** Subtotal for Vendor

## MIKE OGDEN

RIN0025788 MEAL REIMBURSEMENT

\$25.00

**\$25.00** Subtotal for Dept. Police

**\$25.00** Subtotal for Vendor

## MIRACLE INVESTMENTS

0024872906 DEPOSIT/CREDIT REFUND

\$53.92

**\$53.92** Subtotal for Dept. Water

**\$53.92** Subtotal for Vendor

## NATL. DEVELOPMENT COUNCIL

5777 TECHNICAL ASSISTANCE

\$833.33

**\$833.33** Subtotal for Dept. Council

**\$833.33** Subtotal for Vendor

## NATRONA COUNTY - SHERIFFS' OFFICE

1613 JUVENILE PRISONER CARE AUG 15

\$7,500.00

1591 ADULT PRISONER CARE JULY 15

\$136,171.00

**\$143,671.00** Subtotal for Dept. Police

**\$143,671.00** Subtotal for Vendor

## NATRONA COUNTY CLERK

RIN0025785 RECORDING FEES

\$258.00

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

## NEVE'S UNIFORMS, INC.

NE40133 UNIFORMS  
NE40114 UNIFORMS

**\$258.00** Subtotal for Dept. Planning  
**\$258.00** Subtotal for Vendor

## NORTH PARK TRANSPORATION

52067000 FREIGHT/ SHIP  
08742550 FREIGHT/ SHIP  
08742549 FREIGHT/SHIP

\$34.95  
\$274.75  
**\$309.70** Subtotal for Dept. Police  
**\$309.70** Subtotal for Vendor

## OHLSON LAVOIE CORPORATION

1115696 MIKE SEDAR POOL RESONSTRUCTION

\$9,097.92  
**\$9,097.92** Subtotal for Dept. Aquatics  
**\$9,097.92** Subtotal for Vendor

## PACIOLAN, INC.

INV101475-PA BO SERVICE CHARGE - CNFR  
INV101606-PA BO SERVICE CHARGE - JUNE 2015

\$1,200.01  
\$5,272.30  
**\$6,472.31** Subtotal for Dept. Casper Events Center  
**\$6,472.31** Subtotal for Vendor

## PANCRATZ, TRUDY

0024872912 DEPOSIT/CREDIT REFUND  
0024872912 DEPOSIT/CREDIT REFUND

\$75.00  
\$49.11  
**\$124.11** Subtotal for Dept. Water  
**\$124.11** Subtotal for Vendor

## P-CARD VENDORS

00032764 SAMSCLUB #6425 - Purchase  
00033294 SMITHS FOOD #4185 - Purchase  
00033252 ADVANCED TECHNOLOGY - Credit  
00033226 ADVANCED TECHNOLOGY PR - Purch  
00033241 ADVANCED TECHNOLOGY PR - Purch  
00032941 MASTERS  
00033425 HAWKINS INC - Purchase  
00033294 SMITHS FOOD #4185 - Purchase  
00033152 SQ DOUBLE D WELDING & - Purch  
00033294 SMITHS FOOD #4185 - Purchase  
00032918 MG GREAT FALLS - Purchase  
00032859 MG GREAT FALLS - Purchase  
  
00033072 NORCO INC - Purchase  
00033048 DECKER AUTO GLASS - Purchase  
00032632 SAFETY KLEEN SYSTEMS B - Purch  
00032645 SAMSCLUB #6425 - Purchase  
00032800 WW GRAINGER - Purchase

\$19.96  
\$4.50  
(\$4.10)  
\$288.00  
\$223.00  
\$16.36  
\$2,218.43  
\$14.94  
\$379.60  
\$7.17  
\$728.23  
\$1,006.56  
**\$4,902.65** Subtotal for Dept. Aquatics  
  
\$2,370.00  
\$248.91  
\$6,538.45  
\$11.25  
\$1,451.96

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00032723	WYOMING MACHINERY CO - Purchas	\$2,814.00	
00033139	WYOMING MACHINERY CO - Purchas	\$1,051.89	
00032808	THE HOME DEPOT 6001 - Purchase	\$35.96	
00032892	SAMSCLUB #6425 - Purchase	\$7.50	
00032698	HOMAX OIL SALES INC - Purchase	\$32.49	
00033186	BEARING BELTCHAIN00244 - Purch	\$22.68	
00033168	BAILEYS ACE HARDWARE - Purchas	\$42.45	
00032906	BEARING BELTCHAIN00244 - Purch	\$115.98	
00032687	OFFICEMAX/OFFICEDEPOT6 - Purch	\$194.99	
00032667	WYOMING MACHINERY CO - Purchas	\$2,814.00	
00033164	BAILEYS ACE HARDWARE - Purchas	\$106.95	
00032868	SAMS CLUB #6425 - Purchase	\$316.09	
00033006	AMERIGAS- Purchase	\$405.42	
00032746	AMERI-TECH EQUIPMENT C - Purch	\$161.59	
00033220	DALLAS KATEC INC - Purchase	\$155.74	
00033067	HILLCREST SPRING WATER - Purch	\$87.00	
00033271	HILTON GARDEN INN - Purchase	\$359.70	
00033019	AMERIGAS - Purchase	\$656.20	
00033160	KUM & GO #964 - Purchase	\$44.30	
00032802	AIRGAS CENTRAL - Purchase	\$316.00	
00033172	WYOMING MACHINERY CO - Purchas	\$2,814.00	
00033170	WYOMING MACHINERY CO - Purchas	\$201.22	
00033145	WYOMING MACHINERY CO - Purchas	\$196.75	
00033257	SAMS CLUB #6425 - Purchase	\$234.11	
00033360	IN GREAT PLAINS CLEAN - Purch	\$895.10	
00033354	SQ ATLANTIC ELECTRIC, - Purch	\$620.59	
00032747	JOHNNY APPLESEED, INC. - Purch	\$329.48	
00033292	SAFETY KLEEN SYSTEMS B - Purch	\$4,952.10	
00033137	MURDOCH'S RANCH & HOME - Purch	\$62.99	
00033164	BAILEYS ACE HARDWARE - Purchas	\$21.96	
00033261	HILTON GARDEN INN - Purchase	\$327.00	
		<b>\$31,016.80</b>	<b>Subtotal for Dept. Balefill</b>
00033517	NORCO INC - Purchase	\$282.23	
00033578	NORCO INC - Purchase	\$239.01	
00033494	DENNIS SUPPLY COMPANY - Purcha	\$6.84	
00033571	NORCO INC - Purchase	\$23.35	
00033583	BAILEYS ACE HARDWARE - Purchas	\$20.98	
00033246	BAILEYS ACE HARDWARE - Purchas	\$5.99	
00033082	CRUM ELECTRIC SUPPLY C - Purch	\$176.92	
00033521	AIRGAS CENTRAL - Purchase	\$14.08	
00033327	BLOEDORN LUMBER CASPER - Purch	\$46.05	
00033337	BLOEDORN LUMBER CASPER - Purch	\$28.03	
00033346	WW GRAINGER - Purchase	\$41.04	
00033410	BAILEYS ACE HARDWARE - Purchas	\$4.58	
00033375	PRAIRIE PELLA WYOMING - Purcha	\$26.80	
00033374	HUB FLOOR COVERING INC - Purch	\$17.55	
00033365	MENARDS CASPER - Purchase	\$2.49	
00033466	CASPER WINNELSON CO - Purchase	\$17.52	
00033363	BAILEYS ACE HARDWARE - Purchas	\$11.98	
00033539	CRUM ELECTRIC SUPPLY C - Purch	\$17.47	

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00033286	BLOEDORN LUMBER CASPER - Purch	\$111.09	
00033347	BURBACKS REFRIGERATION - Purch	\$85.00	
00033309	FERGUSON ENT #3069 - Purchase	\$8.62	
00033320	SHERWIN WILLIAMS #3439 - Purch	\$36.21	
00033307	BAILEYS ACE HARDWARE - Purchas	\$6.80	
00033100	0970 CED - Purchase	\$260.03	
00033364	WW GRAINGER - Purchase	\$47.40	
00033115	OVERHEAD DOOR CO OF CA - Purch	\$134.64	
00033070	WW GRAINGER - Purchase	\$405.84	
00033611	DENNIS SUPPLY COMPANY - Purcha	\$25.12	
00033559	NORCO INC - Purchase	\$144.86	
00033193	DIAMOND VOGEL PAINT #7 - Purch	\$54.99	
00033431	ATLAS OFFICE PRODUCTS - Purcha	\$243.36	
00033178	BLOEDORN LUMBER CASPER - Purch	\$2,425.37	
00033352	SAMSCLUB #6425 - Purchase	\$75.75	
00033117	CRUM ELECTRIC SUPPLY C - Purch	\$21.93	
00033447	CRUM ELECTRIC SUPPLY C - Purch	\$56.10	
00033622	BAILEYS ACE HARDWARE - Purchas	\$1.35	
00033546	SUTHERLANDS 2219 - Purchase	\$51.89	
00033285	BARGREEN WYOMING 25 - Purchase	\$65.95	
00033534	AIRGAS CENTRAL - Purchase	\$30.08	
00033533	AIRGAS CENTRAL - Purchase	\$43.04	
00033218	BLOEDORN LUMBER CASPER - Purch	\$86.62	
00033255	WW GRAINGER - Purchase	\$47.40	
00033175	CRUM ELECTRIC SUPPLY C - Purch	\$94.39	
00033530	NORCO INC - Purchase	\$893.14	
		<b>\$6,439.88</b>	<b>Subtotal for Dept. Buildings And Grounds</b>
00032965	WW GRAINGER - Purchase	\$18.40	
00033268	FACEBOOK	\$166.99	
00032641	POLLSTAR - Purchase	\$155.90	
00033173	JET ICE LTD - Purchase	\$375.20	
00033361	AGP PROPANE SERVICES - Purchas	\$127.62	
00033268	FACEBOOK	\$413.90	
00033268	FACEBOOK U3B5G8WWR2 - Purchase	\$138.78	
00033024	CASPER STAR TRIBUNE - Purchase	\$552.50	
00032391	FACEBOOK 8LCWC8JWR2 - Purchase	\$100.90	
00032391	FACEBOOK	\$223.59	
00033359	ATLAS OFFICE PRODUCTS - Purcha	\$66.66	
00033333	BLOEDORN LUMBER CASPER - Purch	\$107.90	
00032391	FACEBOOK	\$183.01	
00033036	CASPER CONTRACTORS SUP - Purch	\$218.20	
00033143	INTERNATIONAL TRANSACTION - Pu	\$3.00	
00032391	FACEBOOK	\$242.50	
00033268	FACEBOOK	\$13.60	
00033024	CASPER STAR TRIBUNE	\$752.50	
00033359	ATLAS OFFICE PRODUCTS BOX OFFI	\$15.80	
00033321	FACEBOOK 838LE82WR2 - Purchase	\$32.04	
00033268	FACEBOOK	\$16.76	
		<b>\$3,925.75</b>	<b>Subtotal for Dept. Casper Events Center</b>
00032638	5280 BURGER BAR - Purchase	\$22.52	

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00032674 EUREST TIAA 11195591 - Purch	\$9.24	
00033310 WESTERN STATES FIRE PR - Purch	\$2,955.00	
00032822 HOLIDAY INN EXPRESS DE - Purch	\$699.98	
	<b>\$3,686.74</b>	<b>Subtotal for Dept. CDBG</b>
00033187 TORRINGTON SOD FARMS - Purcha	\$211.00	
00032785 MURDOCH'S RANCH & HOME - Purch	\$14.99	
00033274 STOTZ EQUIPMENT - Purchase	\$849.94	
00032801 MURDOCH'S RANCH & HOME - Purch	\$30.00	
	<b>\$1,105.93</b>	<b>Subtotal for Dept. Cemetery</b>
00033167 UW CASHIER OFFICE - Purchase	\$75.00	
	<b>\$75.00</b>	<b>Subtotal for Dept. City Attorney</b>
00033652 IN ALLURETECH/COFFEYN - Purch	\$42.00	
	<b>\$42.00</b>	<b>Subtotal for Dept. City Hall</b>
00033056 ATLAS OFFICE PRODUCTS - Purcha	\$36.78	
00033054 ATLAS OFFICE PRODUCTS - Credit	(\$344.74)	
00032973 ATLAS OFFICE PRODUCTS - Purcha	\$344.74	
00033041 SAMS CLUB #6425 - Purchase	\$43.56	
00032969 REI MATTHEW BENDER & CO - Purch	\$476.96	
	<b>\$557.30</b>	<b>Subtotal for Dept. City Manager</b>
00033312 USPS 57155809430310940 - Purch	\$284.43	
00033222 ATLAS REPRODUCTION - Purchase	\$2.00	
00033094 IN EXPRESS PRINTING C - Purch	\$629.00	
00033046 SAMS CLUB #6425 - Purchase	\$188.49	
	<b>\$1,103.92</b>	<b>Subtotal for Dept. Code Enforcement</b>
00033386 DTV DIRECTV SERVICE - Purchase	\$58.99	
00033379 CHARTER COMM - Purchase	\$76.04	
00033311 VZWLSS IVR VB - Purchase	\$122.39	
00033492 GUS GLOBALSTAR USA - Purchase	\$114.03	
00033357 AT&T 0512212711001 - Purcha	\$40.51	
00033326 AT&T 0512212799001 - Purcha	\$27.01	
	<b>\$438.97</b>	<b>Subtotal for Dept. Communications Center</b>
00033176 CPU VENTURE TECH NETWO - Purch	\$1,076.00	
00033264 DAYLIGHT DONUTS - Purchase	\$10.87	
00033041 SAMS CLUB #6425 - Purchase	\$53.60	
	<b>\$1,140.47</b>	<b>Subtotal for Dept. Council</b>
00032445 XEROX CORPORATION/RBO - Purcha	\$26.62	
00032590 ATLAS OFFICE PRODUCTS - Purcha	\$105.55	
	<b>\$132.17</b>	<b>Subtotal for Dept. Engineering</b>
00033134 VZWLSS BILL PAY VB - Purcha	\$280.07	
00033403 SUTHERLANDS 2219 - Purchase	\$30.57	
00033318 GUNNERS METERS - Purchase	\$320.00	
00032884 IN PEDENS INC. - Purchase	\$96.00	
00033387 AUTOMATION SERVICES IN - Purch	\$235.00	
00033279 ELI RESEARCH NC 800 2 - Purch	\$99.00	
00033296 GEORGE T SANDERS 20 - Purchase	\$234.85	
00031822 FLEMING SUPPLY - Purchase	\$11.88	
00033149 MOUNTAIN STATES LITHOG - Purch	\$152.50	
	<b>\$1,459.87</b>	<b>Subtotal for Dept. Finance</b>
00031962 HARBOR FREIGHT TOOLS 3 - Purch	\$52.46	

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00033242	HYATT HOTELS ATLANTA - Purchas	\$402.08	
00032847	ARBYS 7432 - Purchase	\$18.61	
00032936	JOHNNY J'S DINER - Purchase	\$69.77	
00032937	SMITHS FOOD #4185 - Purchase	\$60.40	
00033120	SQ JOHN E REID & ASSO - Purch	\$52.00	
00032263	IN F.D. SIGNWORKS, LL - Purch	\$534.87	
00032949	VILLAGE INN-CHEYENE - Purchase	\$12.65	
00032929	LITTLE AMERICA CHEYE - Purchas	\$9.14	
00033001	ALBERTSONS - Purchase	\$15.00	
00033093	5.11 TACTICAL - Purchase	\$76.99	
00033066	PAPA MURPHYS PIZZA - Purchase	\$14.00	
00033042	FIRE-ETC - Purchase	\$388.00	
00032882	WYOMING RIB & CHOP HOU - Purch	\$29.33	
00033004	IN PEDENS INC. - Purchase	\$487.50	
00033029	RED WILLOW RESTAURANT - Purcha	\$17.25	
00033055	NATL/PADGET 8006825061 - Purch	\$179.00	
00032995	MENARDS CASPER - Purchase	\$10.49	
00032889	WAL-MART #3778 - Purchase	\$11.40	
00032914	VILLAGE INN-CHEYENE - Purchase	\$12.58	
00032895	PIZZA HUT #240 - Purchase	\$184.74	
00033301	NFPA NATL FIRE PROTECT - Purch	\$387.24	
00032057	CABELA'S PROMOTIONS IN - Purch	\$1,954.22	
00033086	HOLIDAY INN RIVERTON - Purchas	\$90.47	
00033272	UNITED 01626030652746 - Pur	\$25.00	
00033096	QTS RESTAURANT RIVERTO - Purch	\$15.94	
00032795	MCDONALD'S F12500 - Purchase	\$7.49	
00033052	VZWRLSS IVR VB - Purchase	\$1,793.84	
00033107	WM SUPERCENTER #3778 - Purchas	\$36.80	
00033079	WM SUPERCENTER #3778 - Purchas	\$36.95	
00033114	PAPA MURPHYS PIZZA - Purchase	\$65.00	
00032900	PIZZA HUT #240 - Purchase	\$65.78	
00032908	POOR RICHARDS - Purchase	\$13.35	
00033276	AUTOZONE #1293 - Purchase	\$33.05	
00033205	LARIAT INTERNATIONAL T - Purch	\$55.27	
00032880	DAYLIGHTDONUTYELLOWSTN - Purch	\$42.75	
00033183	SQ JOHN E REID & ASSO - Purch	\$32.00	
00032871	VILLAGE INN-CHEYENE - Purchase	\$29.55	
00032861	WYOMING RIB & CHOP HOU - Purch	\$17.00	
00032812	MCDONALD'S F12500 - Purchase	\$8.14	
00032939	POOR BOYS STEAK HOUSE - Purcha	\$83.33	
00032975	HAMPTON INN - Purchase	\$425.70	
00033081	WAL-MART #3778 - Credit	(\$36.99)	
00033071	UNITED 01626029056352 - Pur	\$25.00	
00032947	POOR RICHARDS - Purchase	\$12.87	
00032933	PONCHOS MEXICAN RESTAU - Purch	\$28.82	
00032855	EXXONMOBIL 47737358 - Purch	\$35.63	
		<b>\$7,922.46</b>	<b>Subtotal for Dept. Fire</b>
00033305	RESPOND FIRST AID OF W - Purch	\$45.11	
00033284	FERGUSON ENT #3069 - Purchase	\$622.46	
00032775	FIXTURE PRONTO - Purchase	\$1,184.24	

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

	<b>\$1,851.81</b>	<b>Subtotal for Dept.</b>	<b>Fort Caspar</b>
00033057 NAPA	(\$6.99)		
00033145 WYOMING MACHINERY	\$1,802.85		
00033038 NORTHWEST FUEL SYSTEMS - Purch	\$988.50		
00033011 WW GRAINGER - Purchase	\$21.64		
00033157 INTERSTATE PWR SYS 9 - Purchas	\$94.84		
00032732 NAPA	(\$85.73)		
00033142 WEAR PARTS INC - Purchase	\$11.00		
00032733 THE LIGHTHOUSE - Purchase	\$34.86		
00032732 NAPA	\$829.43		
00033128 INTERSTATE PWR SYS 9 - Purchas	\$26.52		
00033132 WW GRAINGER - Purchase	\$4.63		
00033281 WYOMING MACHINERY CO - Purchas	\$458.23		
00033126 WW GRAINGER - Purchase	\$3.25		
00033057 NAPA	(\$18.08)		
00032741 DRIVE TRAIN INDUSTRIES - Purch	\$274.11		
00033033 WHITES MOUNTAIN - Purchase	\$160.56		
00033057 NAPA	\$4.64		
00033012 GREINER MOTOR COMPANY - Purcha	\$98.18		
00033057 NAPA	\$127.61		
00033057 NAPA	\$7.01		
00032730 WYOMING MACHINERY CO - Purchas	\$702.82		
00033057 NAPA	\$14.40		
00033057 NAPA	\$45.99		
00033203 CMI-TECO - Purchase	\$175.02		
00033162 WW GRAINGER - Purchase	\$4.27		
00032945 GREINER MOTOR COMPANY - Purcha	\$8.23		
00032783 STOTZ EQUIPMENT - Purchase	\$34.44		
00032993 CMI-TECO - Purchase	\$12.09		
00033163 JACKS TRUCK AND EQUPMT - Purch	\$97.80		
00032956 CMI-TECO - Purchase	\$633.60		
00032730 WYOMING MACHINERY	\$2,277.30		
00032730 WYOMING MACHINERY	(\$700.39)		
00033212 LARIAT INTERNATIONAL T - Purch	\$13.16		
00033277 THE ROCKY MOUNTAIN FLE - Purch	\$1,298.00		
00033377 IN PETERSON EQUIPMENT - Purch	\$911.67		
00032996 WW GRAINGER - Purchase	\$37.50		
00033057 NAPA	(\$18.08)		
00033384 STOTZ EQUIPMENT - Purchase	\$50.46		
00033057 NAPA	(\$18.08)		
00032730 WYOMING MACHINERY	\$1,089.40		
00033057 NAPA	(\$54.04)		
00033129 STOTZ EQUIPMENT - Credit	(\$10.59)		
00033051 CMI-TECO - Purchase	\$280.84		
00033057 BEARING BELTCHAIN00244 - Purch	\$8.99		
00033057 NAPA	\$323.38		
00033057 NAPA	\$106.51		
00033057 NAPA	\$189.16		
00033057 NAPA	\$486.09		
00033057 NAPA	\$10.51		

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00033083	IN NUTECH SPECIALTIES - Purch	\$253.24
00033366	GREINER MOTOR COMPANY - Purcha	\$8.23
00032732	NAPA	\$123.24
00032962	GREINER MOTOR COMPANY - Purcha	\$24.14
00032732	NAPA	(\$18.08)
00032940	GREINER MOTOR COMPANY - Purcha	\$32.05
00032732	NAPA	\$36.55
00032980	GREINER MOTOR COMPANY - Purcha	\$99.25
00032919	STOTZ EQUIPMENT - Purchase	\$512.81
00032732	NAPA	\$17.00
00032732	NAPA	\$106.51
00033145	WYOMING MACHINERY	\$690.73
00032864	STOTZ EQUIPMENT - Purchase	\$21.90
00033083	IN NUTECH SPECIALTIES - Purch	\$4,437.36
00032732	NAPA	\$111.86
00033231	DRIVE TRAIN INDUSTRIES - Purch	\$1,023.92
00032732	NAPA	\$22.27
00032732	NAPA	\$57.97
00032732	NAPA	\$6.06
00033050	STOTZ EQUIPMENT - Purchase	\$381.68
00032732	NAPA	\$166.28
00033057	NAPA	\$242.26
00032732	NAPA	\$61.54
00032732	NAPA	\$65.27
00032732	NAPA	\$333.29
00032966	GREINER MOTOR COMPANY - Purcha	\$367.80
00032974	CMI-TECO - Purchase	\$18.06
00033057	NAPA	\$451.76
00033084	ROCKY MOUNTAIN REPAIR - Purcha	\$652.90
00033098	STOTZ EQUIPMENT - Purchase	\$34.14
00033108	CMI-TECO - Purchase	\$1,896.62
00033119	SAFETY KLEEN SYSTEMS B - Purch	\$766.68
00033126	WW GRAINGER	\$20.08
00033057	NAPA	(\$18.08)
00033287	DRIVE TRAIN INDUSTRIES - Purch	\$109.52
00033078	WW GRAINGER - Purchase	\$51.76
00032732	NAPA	\$106.51
00033297	DRIVE TRAIN INDUSTRIES - Purch	\$6.08
00032862	STOTZ EQUIPMENT - Purchase	\$69.77
00032891	GREINER MOTOR COMPANY - Purcha	\$27.80
00032967	SIX ROBBLEES NO 19 - Purchase	\$23.84
00033303	AMERI-TECH EQUIPMENT C - Purch	\$563.40
00033057	NAPA	\$50.51
00032999	WYOMING MACHINERY CO - Purchas	\$160.02
00032798	POWER EQUIPMENT CO CAS - Purch	\$1,561.14
00032528	AUDIES SMALL ENGINE	\$114.51
00032732	BEARING BELTCHAIN00244 - Purch	\$111.86
00033135	STOTZ EQUIPMENT - Purchase	\$42.43
00032837	DRIVE TRAIN INDUSTRIES - Purch	\$106.60
00033057	NAPA	\$3.62

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00033215	GOODYEAR COMMERCIAL TI - Credi	(\$65.05)
00033227	HEAVY FLEET PRODUCTS - Purchas	\$227.10
00032528	AUDIES SMALL ENGINE - Purchase	\$114.51
00033278	IN NUTECH SPECIALTIES - Purch	\$145.90
00033304	ASAP RADIATOR AND SUPP - Purch	\$1,454.16
00033400	GREINER MOTOR COMPANY - Purcha	\$52.33
00033239	STOTZ EQUIPMENT - Purchase	\$86.68
00032432	CARID.COM - Purchase	\$382.19
00033341	GREINER MOTOR COMPANY - Purcha	\$44.04
00032730	WYOMING MACHINERY	\$696.82
00033340	UNITED 01624623101872 - Pur	\$546.70
00033250	HOSE & RUBBER SUPPLY - Purchas	\$56.59
00033008	GREINER MOTOR COMPANY - Purcha	\$82.73
00033358	JACKS TRUCK AND EQUPMT - Purch	\$23.40
00033281	WYOMING MACHNERY CO-Purchase	\$366.47
00031996	AMERI-TECH EQUIPMENT C - Purch	\$371.99
00032787	MENARDS CASPER - Purchase	\$39.98
00033015	CAPITAL BUSINESS SYSTE - Purch	\$24.72
00033290	DRIVE TRAIN INDUSTRIES - Purch	\$20.50
00033356	JACKS TRUCK AND EQUPMT - Purch	\$85.29
00032522	SQ ATLANTIC ELECTRIC, - Purch	\$102.21
00033007	CMI-TECO - Purchase	\$241.13
00032781	STOTZ EQUIPMENT - Purchase	\$26.50
00033235	LARIAT INTERNATIONAL T - Purch	\$66.26
00032865	DRIVE TRAIN INDUSTRIES - Purch	\$32.86
00033233	STOTZ EQUIPMENT - Purchase	\$134.68
00032845	HONNEN EQUIPMENT #04 - Purchas	\$147.31
00032877	GREINER MOTOR COMPANY - Purcha	\$265.01
00033243	CMI-TECO - Purchase	\$19.55
00033265	JACKS TRUCK AND EQUPMT - Purch	\$9.12
00033198	HARTZ E&F TOWING & REC - Purch	\$400.00
00032777	AUDIES SMALL ENGINE	\$5.00
00033345	GREINER MOTOR COMPANY - Purcha	\$53.33
00033399	GREINER MOTOR COMPANY - Credit	(\$75.05)
00032782	STOTZ EQUIPMENT - Purchase	\$9.49
00032992	GREINER MOTOR COMPANY - Purcha	\$84.91
00033404	UNITED 01624623101861 - Pur	\$546.70
00032820	PRECISION KNIFE & TOOL - Purch	\$406.97
00033247	COMMUNICATION TECHNOLO - Purch	\$332.90
00033247	COMMUNICATION TECH	\$510.90
00032777	AUDIES SMALL ENGINE - Purchase	\$177.00
00032989	JACKS TRUCK AND EQUPMT - Purch	\$268.92
00032743	WYOMING MACHINERY CO - Purcha	\$683.15
00032948	STOTZ EQUIPMENT - Purchase	\$4.48
00033181	WW GRAINGER - Purchase	\$3.00
00033166	STOTZ EQUIPMENT - Purchase	\$37.02
00032899	GOODYEAR COMMERCIAL TI - Purch	\$2,745.08
00032730	WYOMING MACHINERY	\$760.47
00033225	AMERI-TECH EQUIPMENT C - Purch	\$23.80
00033197	STOTZ EQUIPMENT - Purchase	\$30.95

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00032046	ALSCO SLCAS - Purchase	\$861.84	
00032987	GREINER MOTOR COMPANY - Purcha	\$11.30	
00032748	CASPER TIRE - Purchase	\$175.00	
00032883	PRECISION KNIFE & TOOL - Purch	\$137.68	
00033391	WW GRAINGER - Purchase	\$81.60	
00033177	COMMUNICATION TECHNOLO - Purch	\$147.00	
00033023	HONNEN EQUIPMENT 04 - Purchase	\$39.24	
00032658	JHP FASTENERS INC - Purchase	\$37.21	
00033323	DRIVE TRAIN INDUSTRIES - Purch	\$310.36	
00033314	HONNEN EQUIPMENT 04 - Purchase	\$378.56	
00032677	HONNEN EQUIPMENT #04 - Purchas	\$308.12	
00033026	GREINER MOTOR COMPANY - Purcha	\$385.06	
00033409	BOBCAT OF CASPER - Purchase	\$503.94	
00033028	WYOMING MACHINERY CO - Purchas	\$899.14	
00033031	HONNEN EQUIPMENT 04 - Purchase	\$527.77	
00032732	NAPA	\$14.77	
		<b>\$46,593.46</b>	<b>Subtotal for Dept. Garage</b>
00033059	SOURCEBOOKS - Purchase	\$91.60	
00033104	CASPER COLLEGE - Purchase	\$220.50	
00033062	NOBLE WEAR LTD - Purchase	\$450.51	
00033266	BAKER-TAYLOR - Purchase	\$208.16	
00033549	PAYPAL FOCUSFORWAR - Purchase	\$24.00	
00032431	SIMON & SCHUSTER-UOPS - Purcha	\$57.57	
00032681	SIMON & SCHUSTER-UOPS - Purcha	\$111.95	
		<b>\$1,164.29</b>	<b>Subtotal for Dept. General Fund</b>
00032842	HOSE & RUBBER SUPPLY - Purchas	\$42.35	
00032731	MURDOCH'S RANCH & HOME - Purch	\$65.06	
00033140	BARGREEN WYOMING 25 - Purchase	\$126.78	
00033087	CPS DISTRIBUTORS INC C - Purch	\$45.06	
00032907	CHARTER COMM - Purchase	\$134.73	
		<b>\$413.98</b>	<b>Subtotal for Dept. Golf Course</b>
00032875	ADOBE - Purchase	\$10.49	
00032719	ATLAS OFFICE PRODUCTS - Purcha	\$118.99	
00032935	ADOBE - Purchase	\$10.49	
00032972	VISTAPR VistaPrint.com - Purch	\$30.98	
00030710	CAESARS PLACE ADV RSVN - Purch	\$229.60	
00032946	ADOBE - Purchase	\$10.49	
00032848	USPS 57155809430310940 - Purch	\$2.77	
00032915	WAL-MART #1617 - Purchase	\$350.00	
00033040	CASPER EVENTS CENTER - Purchas	\$49.00	
		<b>\$812.81</b>	<b>Subtotal for Dept. Health Insurance</b>
00032779	0970 CED - Purchase	\$47.00	
00032579	SQ GREAT HARVEST BAKE - Purch	\$79.40	
00032504	SQ GREAT HARVEST BAKE - Purch	\$78.40	
00033289	0970 CED - Purchase	\$89.77	
00032925	WW GRAINGER - Purchase	\$202.15	
00033319	WYOMING RENTS LLC - Purchase	\$480.00	
00031848	REED TRAILER SALES - Purchase	\$1,517.00	
00033376	ORKIN 891 - Purchase	\$92.69	
00033372	NSAA - Purchase	\$544.81	

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00031680	WW GRAINGER - Purchase	\$323.20	
00031848	REED TRAILER SALES - Purchase	\$2,500.00	
00033382	AIRGAS CENTRAL - Purchase	\$76.05	
00033124	INTERMTN ENTERPRISES I - Purch	\$1,949.50	
	<b>\$7,979.97</b>		<b>Subtotal for Dept. Hogadon</b>
00031521	ATLAS OFFICE PRODUCTS - Purcha	\$32.01	
00033189	STERLING BACKGROUND CHECK	\$1,163.82	
00033095	CASPER EVENTS CENTER - Purchas	\$37.50	
00033159	ATLAS OFFICE PRODUCTS - Credit	(\$32.01)	
	<b>\$1,201.32</b>		<b>Subtotal for Dept. Human Resources</b>
00032835	SAMS INTERNET - Purchase	\$119.27	
00032941	MASTERS	\$16.36	
00032829	BLOEDORN LUMBER CASPER - Purch	\$49.96	
00032768	CASPER RECREATIONAL LE - Purch	\$85.00	
00033507	DENNIS SUPPLY COMPANY - Purcha	\$904.55	
00032830	BUSH-WELLS SPORTING GO - Purch	\$553.80	
00032786	BARGREEN WYOMING 25 - Purchase	\$143.40	
	<b>\$1,872.34</b>		<b>Subtotal for Dept. Ice Arena</b>
00033000	WYOMING STATE BOARD OF - Purch	\$122.00	
00033185	COMTRONIX - Purchase	\$192.00	
00033179	COCA COLA BOTTLING CO - Purcha	\$14.50	
00032703	AVID PETTRAC - Purchase	\$1,187.50	
00033037	NORCO INC - Purchase	\$213.46	
00033109	ATLAS OFFICE PRODUCTS - Purcha	\$256.32	
00032592	WM SUPERCENTER #1617 - Purchas	\$203.69	
00032651	WAL-MART #1617 - Credit	(\$213.87)	
00032597	WAL-MART #1617 - Purchase	\$213.87	
00032722	BLIND GUY - Purchase	\$791.00	
00032752	GALLS - Purchase	\$99.98	
00032712	COCA COLA BOTTLING CO - Purcha	\$51.25	
00032724	SQ ATLANTIC ELECTRIC, - Purch	\$493.81	
	<b>\$3,625.51</b>		<b>Subtotal for Dept. Metro Animal</b>
00033312	USPS 57155809430310940 - Purch	\$1.01	
00033312	USPS 57155809430310940 - Purch	\$9.56	
	<b>\$10.57</b>		<b>Subtotal for Dept. Metropolitan Planning</b>
00033127	ATLAS OFFICE PRODUCTS - Purcha	\$43.70	
00032089	IN POWDER RIVER SHRED - Purch	\$21.00	
00031825	AMAZON MKTPLACE PMTS - Purchas	\$244.99	
00033562	SQ ATLANTIC ELECTRIC, - Purch	\$385.00	
	<b>\$694.69</b>		<b>Subtotal for Dept. Municipal Court</b>
00033636	CRUM ELECTRIC SUPPLY C - Purch	\$430.56	
00033043	CRUM ELECTRIC SUPPLY C - Purch	\$166.44	
00033184	WW GRAINGER - Purchase	\$62.59	
	<b>\$659.59</b>		<b>Subtotal for Dept. Parking</b>
00032911	BAILEYS ACE HARDWARE - Purchas	\$2.29	
00033191	WW GRAINGER - Purchase	\$500.50	
00033073	CPS DISTRIBUTORS INC C - Purch	\$547.08	
00032056	CRUM ELECTRIC SUPPLY C - Purch	\$9.74	
00032093	CPS DISTRIBUTORS INC C - Purch	\$12.50	

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00033263	CPS DISTRIBUTORS INC C - Purch	\$276.43	
00032984	CPS DISTRIBUTORS INC C - Purch	\$539.93	
00032563	CPS DISTRIBUTORS INC C - Purch	\$74.59	
00032037	CRUM ELECTRIC SUPPLY C - Purch	\$7.36	
00032772	ADVANCED TECHNOLOGY PR - Purch	\$149.00	
00032063	CSU SOIL WATER & PLANT - Purch	\$35.00	
00032068	BLOEDORN LUMBER CASPER - Credi	(\$10.17)	
00031868	GALLES GREENHOUSE AND - Purcha	\$40.00	
00033053	WW GRAINGER - Purchase	\$19.92	
00033195	WATERWORKS INDUSTRIES - Purcha	\$110.00	
00033058	BAILEYS ACE HARDWARE - Purchas	\$9.49	
00032924	CPS DISTRIBUTORS INC C - Purch	\$637.25	
00032944	KNIFE RIVER 5701 - Purchase	\$25.00	
00032867	HAYMARKET GARAGE Q73 - Purchas	\$4.00	
00032878	CPS DISTRIBUTORS INC C - Purch	\$14.43	
00032905	LOAF N JUG #0119 Q81 - Purch	\$20.00	
00033039	BAILEYS ACE HARDWARE - Purchas	\$26.28	
00032806	INTERSPEC LLC - Purchase	\$540.00	
00033106	SP DENVER 1417 - Purchase	\$8,221.00	
00033089	CPS DISTRIBUTORS INC C - Purch	\$193.76	
00032734	CRESCENT ELECTRIC 103 - Purcha	\$1,293.60	
00032888	CENEX ALL POIN07084262 - Purch	\$27.42	
00033223	CPS DISTRIBUTORS INC C - Purch	\$1,254.62	
00032153	CRUM ELECTRIC SUPPLY C - Purch	\$185.20	
00032792	MELLOW MUSHROOM - Purchase	\$22.03	
00032156	THE HOME DEPOT 6001 - Purchase	\$128.91	
00031973	CPS DISTRIBUTORS INC C - Purch	\$14.51	
00032076	BLOEDORN LUMBER CASPER - Purch	\$9.68	
00032184	THE HOME DEPOT 6001 - Purchase	\$13.14	
00032225	CPS DISTRIBUTORS INC C - Purch	\$174.77	
00032297	CPS DISTRIBUTORS INC C - Purch	\$36.29	
00033200	STOTZ EQUIPMENT - Purchase	\$33.40	
00032075	CPS DISTRIBUTORS INC C - Purch	\$16.30	
00031879	GALLES GREENHOUSE AND - Purcha	\$288.00	
00032107	THE HOME DEPOT 6001 - Credit	(\$13.14)	
00032374	BAILEYS ACE HARDWARE - Purchas	\$1.99	
00032673	WILKINSON SIDNEY - Purchase	\$36.05	
00032817	HY VEE GAS 5386 - Purchase	\$31.98	
00032648	STAPLES 00114181 - Purch	\$23.98	
00032662	INTL SOC ARBORICULTURE - Purch	\$395.95	
00032827	NORCO INC - Purchase	\$151.62	
00032824	HAYMARKET GARAGE Q73 - Purchas	\$7.00	
00033228	BAILEYS ACE HARDWARE - Purchas	\$4.99	
00031909	NORCO INC - Purchase	\$151.62	
00032041	AUDIES SMALL ENGINE - Purchase	\$88.00	
00032110	BLOEDORN LUMBER CASPER - Credi	(\$355.68)	
00032665	PORTER'S MOUNTAIN VIEW - Credi	(\$149.99)	
		<b>\$15,877.62</b>	<b>Subtotal for Dept. Parks</b>
00033312	USPS 57155809430310940 - Purch	\$38.25	
00033313	USPS 57155809430310940 - Purch	\$6.74	

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

		<b>\$44.99</b>	<b>Subtotal for Dept.</b>	<b>Planning</b>
00032903	RIMAGE - Purchase	\$438.87		
00032890	MOUNTAIN STATES LITHOG - Purch	\$306.00		
00032917	POLICESTORE/BROWNELLS - Purcha	\$35.94		
00033514	QUALITY OFFICE SOLUTIO - Purch	\$73.98		
00033450	GALLS HQ - Purchase	\$310.00		
00033499	RICOH USA, INC - Purchase	\$31.35		
00033348	RMIN - Purchase	\$250.00		
00032887	MOUNTAIN STATES LITHOG - Purch	\$72.50		
00033351	IN POWDER RIVER SHRED - Purch	\$210.00		
00032740	BAY TECH LABEL - Purchase	\$84.35		
00032923	MOUNTAIN STATES LITHOG - Purch	\$105.00		
00033339	GALLS HQ - Purchase	\$1,360.73		
00033009	MENARDS CASPER - Purchase	\$5.34		
00033259	THE HOME DEPOT 6001 - Purchase	\$74.17		
00032998	IACP - Purchase	\$75.00		
00033099	BOZEMANTRAILSTEAKHOUSE - Purch	\$31.49		
00032863	SIRCHIE FINGER PRINT L - Purch	\$619.22		
00033566	QUALITY OFFICE SOLUTIO - Purch	\$99.79		
00033604	QUALITY OFFICE SOLUTIO - Purch	\$80.76		
00031903	HARTZ E&F TOWING & REC - Purch	\$80.00		
00033512	QUALITY OFFICE SOLUTIO - Purch	\$129.96		
00033061	THE HOME DEPOT 6001 - Purchase	\$35.92		
00033401	QUALITY OFFICE SOLUTIO - Purch	\$186.99		
00032985	NOLAND FEED INC. - Purchase	\$45.57		
00033637	R & R REST STOPS - Purchase	\$138.92		
00033432	EXPERIAN - Purchase	\$12.84		
00033455	STAPLES 00114181 - Purch	\$45.12		
00032879	INTERSTATE ALL BATTERY - Purch	\$31.45		
00032870	MERBACK AWARD COMPANY - Purcha	\$119.65		
00032858	ALBERTSONS - Purchase	\$38.85		
00033328	CASPER STAR TRIBUNE - Purchase	\$110.20		
00033064	THE HOME DEPOT 6001 - Purchase	\$15.94		
00033180	MENARDS CASPER - Purchase	\$32.95		
00033645	FEDEX 95895096 - Purchase	\$14.13		
00033154	MENARDS CASPER - Purchase	\$7.73		
00033430	HARTZ E&F TOWING & REC - Purch	\$335.00		
00033412	ARCAS TECHNOLOGY INC - Purchas	\$65.00		
00033224	PIZZA HUT #239 - Purchase	\$36.19		
00033249	THE HOME DEPOT 6001 - Purchase	\$84.85		
00033210	THE HOME DEPOT 6001 - Purchase	\$112.43		
00033045	THE HOME DEPOT 6001 - Purchase	\$80.51		
00033063	WESTERN LOCKSMITH - Purchase	\$40.00		
00033592	QUALITY OFFICE SOLUTIO - Purch	\$56.25		
00033394	FEDEX 95801555 - Purchase	\$82.79		
00033298	NMI NATIONWIDE/ALLIED - Purcha	\$50.00		
00033529	TLO TRANSUNION - Purchase	\$113.25		
00033516	QUALITY OFFICE SOLUTIO - Purch	\$108.56		
00033188	BAILEYS ACE HARDWARE - Purchas	\$3.87		
00033617	HARTZ E&F TOWING & REC - Purch	\$175.00		

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00033594	GALLS HQ - Purchase	\$136.49	
00032954	BEST BUY 00015271 - Purch	\$19.99	
00033555	ATT COURT ORDER CHGS - Purchas	\$150.00	
00033044	AFP&CC/NACOP - Purchase	\$60.00	
00033169	QUALITY OFFICE SOLUTIO - Purch	\$337.29	
00033407	WAL-MART #1617 - Purchase	\$18.90	
00033280	RESPOND FIRST AID OF W - Purch	\$167.26	
00032961	CPU VENTURE TECH NETWO - Purch	\$69.99	
00033283	THOMSON WEST TCD - Purchase	\$1,248.00	
00033485	IN SNAP TRENDS, INC. - Purcha	\$2,100.00	
00032952	COCA COLA BOTTLING CO - Purcha	\$36.25	
00033398	QUALITY OFFICE SOLUTIO - Purch	\$186.99	
		<b>\$11,185.57</b>	<b>Subtotal for Dept. Police</b>
00032856	PIZZA HUT/EINSTEIN BAG - Purch	\$15.93	
00033155	THE OLIVE GARD00018283 - Purch	\$133.28	
		<b>\$149.21</b>	<b>Subtotal for Dept. Police Grants</b>
00033122	URGENT CARE OF CASPER - Purcha	\$1,484.00	
00032734	CRESCENT ELECTRIC 103 - Purcha	\$646.80	
		<b>\$2,130.80</b>	<b>Subtotal for Dept. Property &amp; Liability Insurance</b>
00033236	SAMS CLUB #6425 - Purchase	\$51.76	
00033080	WYOMING REC & PARKS - Purchase	\$200.00	
00032764	SAMSCLUB #6425 - Purchase	\$40.40	
00033034	PIONEER PRINTING - Purchase	\$3,830.57	
00032430	NORCO INC - Purchase	\$91.43	
00033244	KMART 4736 - Purchase	\$15.94	
00032941	MASTERS	\$16.36	
00032815	ALBERTSONS - Purchase	\$23.05	
00033523	WYOMING REC & PARKS - Purchase	\$200.00	
00033244	KMART	\$19.96	
00033130	NORCO INC - Purchase	\$69.08	
00032941	RICOH USA INC - Purchase	\$16.36	
00033623	CASPER AREA CHAMBER OF - Purch	\$850.00	
		<b>\$5,424.91</b>	<b>Subtotal for Dept. Recreation</b>
00032898	IN GREAT PLAINS CLEAN - Purch	\$1,330.00	
00033216	WAL-MART #1617 - Purchase	\$82.69	
00032715	IN AMERICAN EAGLE CL - Purch	\$937.50	
00033257	SAMS CLUB #6425 - Purchase	\$324.44	
00032349	NORCO INC - Purchase	\$451.60	
00032958	IN AMERICAN EAGLE CL - Purch	\$500.00	
00032549	IN AMERICAN EAGLE CL - Purch	\$500.00	
00032959	IN AMERICAN EAGLE CL - Purch	\$2,085.00	
00032766	DECKER AUTO GLASS - Purchase	\$227.56	
00033300	IN AMERICAN EAGLE CL - Purch	\$500.00	
		<b>\$6,938.79</b>	<b>Subtotal for Dept. Refuse Collection</b>
00033325	ATLAS OFFICE PRODUCTS - Purcha	\$100.00	
00032750	HOSE & RUBBER SUPPLY - Purchas	\$15.02	
00033030	SQ NEVEREST EQUIPMENT - Purch	\$129.47	
00032700	MONTPELIER BROADCASTIN - Purch	\$560.00	
00032790	BAILEYS ACE HARDWARE - Purchas	\$14.47	

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00033209	BLOEDORN LUMBER CASPER - Purch	\$228.32	
00032983	ATLAS OFFICE PRODUCTS - Purcha	\$349.02	
00032988	WW GRAINGER - Purchase	\$16.87	
00032626	BARGREEN WYOMING 25 - Purchase	\$40.65	
00032553	SAMSCLUB #6425 - Purchase	\$90.41	
	<b>\$1,544.23</b>	<b>Subtotal for Dept.</b>	<b>Sewer</b>
00033150	FRED M FUEL #9049 - Purchase	\$119.30	
00033052	VZWRLESS IVR VB-Purchase	\$80.02	
00033230	TRADING POST COMMUNITY - Purch	\$64.28	
00033315	TRADING POST COMMUNITY - Purch	\$63.40	
00033016	VZWRLESS IVR VB - Purchase	\$40.01	
00033151	EXXONMOBIL 45350840 - Purch	\$100.00	
00033074	MCDONALD'S F32354 - Purchase	\$23.16	
00033206	HOMWOOD SUITES - Purchase	\$212.90	
00033330	TRADING POST - Purchase	\$95.65	
00033196	JIMMY JOHNS - 1647 - Purchase	\$28.96	
00033156	BILLINGS TOWNPUMP 4 - Purchase	\$91.64	
	<b>\$919.32</b>	<b>Subtotal for Dept.</b>	<b>Special Assistance</b>
00032693	SHERWIN WILLIAMS #3439 - Purch	\$60.50	
00032732	NAPA	(\$19.26)	
00032819	AGP PROPANE SERVICES - Purchas	\$152.03	
00033075	SQ ATLANTIC ELECTRIC, - Purch	\$458.67	
00032695	SUTHERLANDS 2219 - Purchase	\$52.99	
00032742	CASPER STAR TRIBUNE - Purchase	\$157.80	
00032767	IN DISPENSING TECHNOL - Purch	\$885.98	
00033017	AMERICAN TRAFFIC SAFET - Purch	\$1,238.25	
00032296	CASPER CONTRACTORS SUP - Purch	\$120.48	
00033105	SQ ATLANTIC ELECTRIC, - Purch	\$1,616.19	
00033113	SQ ATLANTIC ELECTRIC, - Purch	\$759.00	
00032710	CASPER CONTRACTORS SUP - Purch	\$548.21	
00032857	THE HOME DEPOT 6001 - Purchase	\$1.62	
00032630	CRUM ELECTRIC SUPPLY C - Purch	\$32.58	
00032814	CASPER CONTRACTORS SUP - Purch	\$57.12	
00032628	AGP PROPANE SERVICES - Purchas	\$264.45	
00032749	FLEMING SUPPLY - Purchase	\$10.13	
00033065	SQ ATLANTIC ELECTRIC, - Purch	\$740.00	
00032754	CRESCENT ELECTRIC 103 - Purcha	\$23.26	
00033020	CASPER CONTRACTORS SUP - Purch	\$338.36	
00032720	BAILEYS ACE HARDWARE - Purchas	\$33.43	
00032567	CASPER COLLEGE - Purchase	\$320.00	
00033141	BEARING BELTCHAIN00244 - Purch	\$40.95	
	<b>\$7,892.74</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>
00033101	ENVIRONMENTAL EXPRESS - Purcha	\$147.88	
00033077	BAILEYS ACE HARDWARE - Purchas	\$22.99	
00033014	NORTHROP BOILER WORKS - Purcha	\$6,387.93	
00033035	MOTION INDUSTRIES WY54 - Purch	\$225.27	
00032755	WEAR PARTS INC - Purchase	\$31.52	
00032572	NORCO INC - Purchase	\$342.44	
00033291	RESPOND FIRST AID OF W - Purch	\$141.87	
00033111	TFS FISHER SCI PTO - Purchase	\$204.55	

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00032629	WW GRAINGER - Purchase	\$42.16	
00032605	ENERGY LABORATORIES - Purchase	\$42.00	
00033182	CPS DISTRIBUTORS INC C - Purch	\$59.80	
00033349	ENERGY LABORATORIES - Purchase	\$537.00	
00033060	WYOMING RENTS - Purchase	\$33.00	
00032559	URGENT CARE OF CASPER - Purcha	\$38.00	
00032738	NORCO INC - Purchase	\$195.50	
00032678	71 CONSTRUCTION INC #1 - Purch	\$369.04	
00033153	HENSLEY BATTERY&ELECTR - Purch	\$90.44	
00033293	WATERWORKS INDUSTRIES - Purcha	\$2,803.50	
00032982	WW GRAINGER - Purchase	\$22.30	
00033158	ENERGY LABORATORIES - Purchase	\$1,080.00	
00033306	BAILEYS ACE HARDWARE - Purchas	\$17.54	
00032585	URGENT CARE OF CASPER - Purcha	\$38.00	
00032666	BAILEYS ACE HARDWARE - Purchas	\$51.98	
00032942	BAILEYS ACE HARDWARE - Purchas	\$37.99	
00033329	WATERWORKS INDUSTRIES - Purcha	\$556.00	
00033273	NORCO INC - Purchase	\$865.00	
00032831	SHELDON MANUFACTURING - Purcha	\$60.61	
00033402	NORCO INC - Purchase	\$225.84	
00033232	FERGUSON ENT #3069 - Purchase	\$33.36	
00033240	STOTZ EQUIPMENT - Purchase	\$137.23	
00032619	URGENT CARE OF CASPER - Purcha	\$38.00	
00033251	MCMASTER-CARR - Purchase	\$78.56	
00032904	JFH DISTRIBUTING INC - Purchas	\$2,197.70	
00033395	TFS FISHER SCI PTO - Purchase	\$13.55	
00033237	ATLAS OFFICE PRODUCTS - Purcha	\$75.99	
00032876	WEAR PARTS INC - Purchase	\$112.08	
00032893	71 CONSTRUCTION INC #1 - Purch	\$182.70	
00033253	MURDOCH'S RANCH & HOME - Purch	\$89.99	
00032854	BEARING BELTCHAIN00244 - Purch	\$4.20	
00032881	INTERMOUNTAIN MOTOR SA - Purch	\$238.24	
00033025	ATLAS OFFICE PRODUCTS - Purcha	\$232.40	
00032568	BAILEYS ACE HARDWARE - Purchas	\$8.97	
00033367	ENERGY LABORATORIES - Purchase	\$2,004.00	
00032604	WEF WYTHE - Purchase	\$141.00	
00033470	DENNIS SUPPLY COMPANY - Purcha	\$207.03	
00032769	CRUM ELECTRIC SUPPLY C - Purch	\$295.24	
00033406	CASPER FIRE EXTINGUISH - Purch	\$9.75	
00033270	CASPER CONTRACTORS SUP - Purch	\$112.10	
		<b>\$20,882.24</b>	<b>Subtotal for Dept. Waste Water</b>
00033131	DANA KEPNER CO. - Purchase	\$138.00	
00032963	ENERGY LABORATORIES, I - Purch	\$340.00	
00032955	ENERGY LABORATORIES, I - Purch	\$340.00	
00033353	STOTZ EQUIPMENT - Purchase	\$77.44	
00033355	ENERGY LABORATORIES, I - Purch	\$220.00	
00033338	WW GRAINGER - Purchase	\$109.26	
00033369	ENERGY LABORATORIES, I - Purch	\$25.00	
00032977	ENERGY LABORATORIES, I - Purch	\$25.00	
00033396	STOTZ EQUIPMENT - Credit	(\$81.31)	

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

00032818 UNITED STATES WELDING - Purcha	\$19.57	
00032934 WEAR PARTS INC - Purchase	\$10.06	
00033118 SAFETY KLEEN SYSTEMS B - Purch	\$381.70	
00032971 WW GRAINGER - Purchase	\$43.88	
00032938 UNION WIRELESS - Purchase	\$129.95	
00032990 ENERGY LABORATORIES, I - Purch	\$50.00	
00033097 SUTHERLANDS 2219 - Purchase	\$27.48	
00033076 ENERGY LABORATORIES, I - Purch	\$50.00	
00033032 WATERWORKS INDUSTRIES - Purcha	\$222.17	
00032894 SAMSLUB #6425 - Purchase	\$410.70	
00032869 GLENROCK SOD FARM LLC - Purcha	\$21.00	
00032866 SUTHERLANDS 2219 - Purchase	\$11.99	
00032860 AWWA.ORG - Purchase	\$187.00	
00033133 AWWA.ORG - Purchase	\$87.50	
00033047 WATERWORKS INDUSTRIES - Purcha	\$88.50	
00032994 ENERGY LABORATORIES, I - Purch	\$20.00	
00033138 WEAR PARTS INC - Purchase	\$150.62	
00033147 RMI WYOMING INC - Purchase	\$115.50	
00033190 SUTHERLANDS 2219 - Purchase	\$19.97	
00033245 HOODS EQUIPMENT & SPRI - Purch	\$26.20	
00033275 STOTZ EQUIPMENT - Purchase	\$81.31	
00033288 WW GRAINGER - Purchase	\$138.24	
00033171 ROADWAY INN & SUITES/ - Purcha	\$83.93	
00032981 ENERGY LABORATORIES, I - Purch	\$20.00	
00033121 COWBOY ELECTRICAL SERV - Purch	\$622.36	
00032991 BLOEDORN LUMBER CASPER - Purch	\$19.95	
00033125 MCCOY SALES CORPORATIO - Purch	\$118.34	
00032997 ENERGY LABORATORIES, I - Purch	\$60.00	
	<b>\$4,411.31</b>	<b>Subtotal for Dept. Water</b>
00033316 XEROX CORPORATION/RBO - Purcha	\$211.96	
00032761 USPS 57155809430310940 - Purch	\$8.11	
00033194 URGENT CARE OF CASPER - Purcha	\$114.00	
00032953 EUROFINS EATON ANALYTI - Purch	\$200.00	
00032885 COASTAL CHEMICAL CO LL - Purch	\$94.57	
00033322 LONG BLDG. TECHNOLOGIE - Purch	\$3,662.25	
00032979 HD SUPPLY - POWER S - Purchase	\$31.25	
00033334 ENERGY LABORATORIES - Purchase	\$100.00	
00032970 ENERGY LABORATORIES - Purchase	\$225.00	
00033112 UNITED STATES WELDING - Purcha	\$3,448.67	
00032897 CRUM ELECTRIC SUPPLY C - Purch	\$126.10	
00032943 AUTOMATION ELECTRONICS - Purch	\$191.50	
00033393 WYOMING ASSOCIATION OF - Purch	\$700.00	
00032922 CRUM ELECTRIC SUPPLY C - Purch	\$126.10	
00032913 CRUM ELECTRIC SUPPLY C - Purch	\$126.10	
00032926 CRUM ELECTRIC SUPPLY C - Purch	\$126.10	
00032927 CRUM ELECTRIC SUPPLY C - Purch	\$151.32	
00033335 ENERGY LABORATORIES - Purchase	\$225.00	
00032909 SUTHERLANDS 2219 - Purchase	\$176.19	
00032838 AGP PROPANE SERVICES - Purchas	\$27.74	
00032930 CRUM ELECTRIC SUPPLY C - Purch	\$126.10	

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

<b>\$10,198.06</b>	<b>Subtotal for Dept.</b>	<b>Water Treatment Plant</b>
00033010 SAMS CLUB #6425 - Purchase	\$80.76	
00031969 VAN DIEST SUPPLY COMPA - Purch	\$4,800.29	
00032073 FRONTIER - Purchase	\$55.00	
00031925 WARNE CHEMICAL AND EQU - Purch	\$264.90	
00032229 VAN DIEST SUPPLY COMPA - Purch	\$1,030.57	
00031944 MURDOCH'S RANCH & HOME - Purch	\$212.89	
00033214 WARNE CHEMICAL AND EQU - Purch	\$13.00	
00032527 BAILEYS ACE HARDWARE - Purchas	\$5.47	
00032575 FRONTIER - Purchase	\$30.00	
00032025 MURDOCH'S RANCH & HOME - Purch	\$124.95	
00032451 GAYLORD PALMS HOTEL FL - Purch	\$1,124.35	
<b>\$7,742.18</b>	<b>Subtotal for Dept.</b>	<b>Weed And Pest</b>
<b>\$226,172.22</b>	<b>Subtotal for Vendor</b>	

## PEPSI COLA OF CASPER

31343REISSUE PRODUCT  
31874REISSUE PRODUCT

\$128.20		
\$45.45		
<b>\$173.65</b>	<b>Subtotal for Dept.</b>	<b>Ice Arena</b>
<b>\$173.65</b>	<b>Subtotal for Vendor</b>	

## PERRY, RYAN

0024922975 DEPOSIT/CREDIT REFUND

\$10.97		
<b>\$10.97</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
<b>\$10.97</b>	<b>Subtotal for Vendor</b>	

## POVERTY RESISTANCE FOOD PANTRY

3018 FY16 ONE CENT FUNDS OASIS

\$1,186.58		
<b>\$1,186.58</b>	<b>Subtotal for Dept.</b>	<b>One Cent #15</b>
<b>\$1,186.58</b>	<b>Subtotal for Vendor</b>	

## PRESSWOOD, RACHELLE/DAVID

0024872914 DEPOSIT/CREDIT REFUND

\$8.86		
<b>\$8.86</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
<b>\$8.86</b>	<b>Subtotal for Vendor</b>	

## RAMSHORN CONSTRUCTION

RIN0025765 RETAINAGE TO JOINT ACCT 14-04

\$26,185.70		
<b>\$26,185.70</b>	<b>Subtotal for Dept.</b>	<b>Capital Projects</b>
<b>\$26,185.70</b>	<b>Subtotal for Vendor</b>	

## RAMSHORN CONSTRUCTION, INC.

RIN0025764 RETAINAGE 14-04

(\$26,185.70)		
<b>(\$26,185.70)</b>	<b>Subtotal for Dept.</b>	<b>Capital Projects</b>

RIN0025764 COUNTRY CLUB RD (SE WY BLVD) P

\$83,723.12		
<b>\$83,723.12</b>	<b>Subtotal for Dept.</b>	<b>Streets</b>

RIN0025764 COUNTRY CLUB RD (SE WY BLVD) P

\$178,133.88		
<b>\$178,133.88</b>	<b>Subtotal for Dept.</b>	<b>Water</b>
<b>\$235,671.30</b>	<b>Subtotal for Vendor</b>	

## RASMUSSEN, TRACEY

0024922971 DEPOSIT/CREDIT REFUND

\$15.59		
---------	--	--

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

**\$15.59** Subtotal for Dept. Water  
**\$15.59** Subtotal for Vendor

## REAMER, MICHAEL

0024872909 DEPOSIT/CREDIT REFUND  
0024872909 DEPOSIT/CREDIT REFUND

\$13.42  
\$60.00  
**\$73.42** Subtotal for Dept. Water  
**\$73.42** Subtotal for Vendor

## RESOURCE STAFFING

5032 TEMPORARY LABOR  
4819 TEMPORARY LABOR  
5005 TEMPORARY LABOR  
5011 TEMPORARY LABOR

\$447.95  
\$837.69  
\$128.12  
\$203.68  
**\$1,617.44** Subtotal for Dept. Casper Events Center  
**\$1,617.44** Subtotal for Vendor

## RICHARD YOUNG

RIN0025777 JULY & AUG PERSONAL VEHICLE RE

\$87.86  
**\$87.86** Subtotal for Dept. Fort Caspar  
**\$87.86** Subtotal for Vendor

## RICHARDS, MELISSA/CURT

0024922972 DEPOSIT/CREDIT REFUND

\$7.03  
**\$7.03** Subtotal for Dept. Water  
**\$7.03** Subtotal for Vendor

## ROCKY MOUNTAIN POWER

AP00017409081521 ELECTRICITY

\$83.54  
**\$83.54** Subtotal for Dept. Streets  
**\$83.54** Subtotal for Vendor

## SAM PARSON'S UPHOLSTERY

673386 REPAIR SEAT CUSHION

\$65.00  
**\$65.00** Subtotal for Dept. Garage  
**\$65.00** Subtotal for Vendor

## SCS AQUATERRA

0260038 NMOC TIER II TESTING/CLOSED

\$8,173.50  
**\$8,173.50** Subtotal for Dept. Balefill  
**\$8,173.50** Subtotal for Vendor

## SHOOK, ALYSSA

0024872916 DEPOSIT/CREDIT REFUND

\$29.68  
**\$29.68** Subtotal for Dept. Water  
**\$29.68** Subtotal for Vendor

## SHOSHONE DISTRIBUTING CO., INC.

03429 POSTCARDS WY DECAL MUG CARDS

\$1,434.00  
**\$1,434.00** Subtotal for Dept. General Fund  
**\$1,434.00** Subtotal for Vendor

## SHURTZ, JOSH

0024872910 DEPOSIT/CREDIT REFUND

\$44.80

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

**\$44.80** Subtotal for Dept. Water

**\$44.80** Subtotal for Vendor

## SKYLINE RANCHES

RIN0025735 201 SEWER FEES (\$78.20)

RIN0025735 201 SEWER FEES \$781.98

**\$703.78** Subtotal for Dept. Sewer

RIN0025735 201 SEWER FEES (\$385.03)

**(\$385.03)** Subtotal for Dept. Waste Water

**\$318.75** Subtotal for Vendor

## SMITH, CHEZ

0024922978 DEPOSIT/CREDIT REFUND \$75.00

0024922978 DEPOSIT/CREDIT REFUND \$49.09

**\$124.09** Subtotal for Dept. Water

**\$124.09** Subtotal for Vendor

## SOLID WASTE PROFESSIONALS OF WY LLC

258 CQA AND CA FOR CONSTRUCTION 3& \$56,954.05

**\$56,954.05** Subtotal for Dept. Balefill

**\$56,954.05** Subtotal for Vendor

## STAR LINE FEEDS

235011 DOG & PUPPY FOOD \$366.45

**\$366.45** Subtotal for Dept. Metro Animal

**\$366.45** Subtotal for Vendor

## STATE OF NEBRASKA - DEPT OF MOTOR VEHICLES

RIN0025775 DRIVING RECORD \$3.00

**\$3.00** Subtotal for Dept. Police

**\$3.00** Subtotal for Vendor

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

RIN0025747 DW062 INTEREST \$20,225.44

RIN0025747 DW062 PRINCIPAL \$53,562.47

RIN0025748 DW015 PRINCIPAL \$79,008.43

RIN0025748 DW015 INTEREST \$17,212.26

**\$170,008.60** Subtotal for Dept. Water

**\$170,008.60** Subtotal for Vendor

## STROUD, JEREMY

0024325645 DEPOSIT/CREDIT REFUND \$17.83

**\$17.83** Subtotal for Dept. Water

**\$17.83** Subtotal for Vendor

## SUPERIOR STRUCTURES CORP.

447037 REPAIR AND REMODEL RECEPTION A \$796.00

**\$796.00** Subtotal for Dept. Metro Animal

**\$796.00** Subtotal for Vendor

## SYSCO FOOD SVCS. CORP.

508280101 SYS CLS LEMON CH PACKER LIME W \$176.96

508280101 SAHAR B JUICE PNAPL CAMEL JUI \$232.95

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

508270166 CREAMER HALF & HALF NON\_DAIRY  
508210140 CHEESE CHEDDAR MLD BEEF GRND  
508310466 CLS SUGAR PACKET CANE SUGAR P

\$1,516.59  
\$588.53  
\$143.75  
**\$2,658.78 Subtotal for Dept.** Casper Events Center  
**\$2,658.78 Subtotal for Vendor**

## TERRACON

T671285 TRANSFER STATION PERMIT RENEWA  
T681805 AIR MON/REPORTING, STORMWATER

\$6,032.50  
\$3,975.20  
**\$10,007.70 Subtotal for Dept.** Balefill  
**\$10,007.70 Subtotal for Vendor**

## THE ARC OF NATRONA COUNTY

RIN0025731 FY16 ONE CENT FUNDS ADMINISTR.

\$12,500.00  
**\$12,500.00 Subtotal for Dept.** One Cent #15  
**\$12,500.00 Subtotal for Vendor**

## THE HARVARD DRUG GROUP

J48995 CONTROLLED SUBSTANCE

\$125.25  
**\$125.25 Subtotal for Dept.** Metro Animal  
**\$125.25 Subtotal for Vendor**

## TIFFANY ELHART

RIN0025774 TRAVEL REIMBURSEMENT

\$53.45  
**\$53.45 Subtotal for Dept.** Police  
**\$53.45 Subtotal for Vendor**

## TOBIAS ARMIJO

RIN0025733 Work Boot Reimbursement - TA

\$73.79  
**\$73.79 Subtotal for Dept.** Streets  
**\$73.79 Subtotal for Vendor**

## TOMMY ANDERSON

10618091 PANT REIMBURSEMENT

\$46.99  
**\$46.99 Subtotal for Dept.** Water  
**\$46.99 Subtotal for Vendor**

## TRETO CONST.

RIN0025758 ZONE 1 CONCRETE REPLACEMENT -

\$221,907.03  
**\$221,907.03 Subtotal for Dept.** Streets  
**\$221,907.03 Subtotal for Vendor**

## VENTURE TECHNOLOGIES/ISC, INC.

SIN012035 CISCO 7821 IP PHONE, WALL MOUN

\$264.21  
**\$264.21 Subtotal for Dept.** Casper Events Center

SIN011923 ADMIN. ASST. OFFICE PHONE

\$664.28  
**\$664.28 Subtotal for Dept.** Refuse Collection  
**\$928.49 Subtotal for Vendor**

## VOGELSANG, RODNEY

0024872911 DEPOSIT/CREDIT REFUND

\$75.00

0024872911 DEPOSIT/CREDIT REFUND

\$53.34

**\$128.34 Subtotal for Dept.** Water

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

**\$128.34** Subtotal for Vendor

## WARDWELL WATER & SEWER DISTRICT

RIN0025762 BOOSTER IRRIGATION

\$119.06

RIN0025696 WATER/SEWER

\$119.59

**\$238.65** Subtotal for Dept. Water Treatment Plant

**\$238.65** Subtotal for Vendor

## WASTE WATER TREATMENT

1276/130622 201 SEWER

\$287,043.91

**\$287,043.91** Subtotal for Dept. Sewer

**\$287,043.91** Subtotal for Vendor

## WATER TECHNOLOGY GROUP

5346169 2-SUBMERSIBLE WASTEWATER PUMPS

\$20,000.00

5346169 2-SUBMERSIBLE WASTEWATER PUMPS

\$4,573.00

**\$24,573.00** Subtotal for Dept. Waste Water

**\$24,573.00** Subtotal for Vendor

## WESTERN WATER CONSULTANTS, INC.

150280006A 15TH & ELM IMPROVEMENTS PROJ 1

\$100.06

150280006 15TH ST&ELM PHASE I WOLCOTT ST

\$314.65

**\$414.71** Subtotal for Dept. Sewer

150280006 15TH ST & ELM PHASE I - WOLCOT

\$1,258.58

150280006A 15TH & ELM IMPROVEMENTS PROJ 1

\$2,060.39

**\$3,318.97** Subtotal for Dept. Streets

150280006A 15TH & ELM IMPROVEMENTS PROJ 1

\$5,607.40

150280006 15TH ST&ELM PHASE I WOLCOTT ST

\$1,573.22

**\$7,180.62** Subtotal for Dept. Water

**\$10,914.30** Subtotal for Vendor

## WESTLAND PARK-RED BUTTES IMPROVEMENT & SVC.

RIN0025736 201 SEWER FEES

\$3,537.00

RIN0025736 201 SEWER FEES

(\$353.70)

**\$3,183.30** Subtotal for Dept. Sewer

RIN0025736 201 SEWER FEES

(\$1,239.95)

**(\$1,239.95)** Subtotal for Dept. Waste Water

**\$1,943.35** Subtotal for Vendor

## WHITENECK, KATY

0024872905 DEPOSIT/CREDIT REFUND

\$46.50

**\$46.50** Subtotal for Dept. Water

**\$46.50** Subtotal for Vendor

## WILLIAMS, OWEN

0024964571 DEPOSIT/CREDIT REFUND

\$29.41

**\$29.41** Subtotal for Dept. Water

**\$29.41** Subtotal for Vendor

## WLC ENGINEERING - SURVEYING - PLANNING

2015-10943 OYD PEDESTRAIN BRIDGE, PATHWAY

\$3,621.90

**\$3,621.90** Subtotal for Dept. Parks

# Bills and Claims

City of Casper

02-Sep-15 to 15-Sep-15

**\$3,621.90** Subtotal for Vendor

## WY AMATEUR SOFTBALL ASSOC

RIN#0025743 DEPOSIT REFUND

\$500.00

**\$500.00** Subtotal for Dept. Recreation

**\$500.00** Subtotal for Vendor

## WY. DEPT. OF WORKFORCE SVCS.

RIN#0025744 2ND QTR UI

\$1,513.10

**\$1,513.10** Subtotal for Dept. Casper Events Center

RIN#0025744 2ND QTR UI

\$1,421.60

**\$1,421.60** Subtotal for Dept. Communications Center

RIN#0025744 2ND QTR UI

\$1,716.00

**\$1,716.00** Subtotal for Dept. Hogadon

RIN#0025744 2ND QTR UI

\$8,550.00

**\$8,550.00** Subtotal for Dept. Municipal Court

RIN#0025744 2ND QTR UI

\$65.76

**\$65.76** Subtotal for Dept. Parks

RIN#0025744 2ND QTR UI

\$3,426.30

**\$3,426.30** Subtotal for Dept. Police

RIN#0025744 2ND QTR UI

\$5.81

RIN#0025744 2ND QTR UI

\$25.44

**\$31.25** Subtotal for Dept. Recreation

RIN#0025744 2ND QTR UI

\$349.10

**\$349.10** Subtotal for Dept. Refuse Collection

RIN#0025744 2ND QTR UI

(\$1,752.00)

**(\$1,752.00)** Subtotal for Dept. Waste Water

**\$15,321.11** Subtotal for Vendor

## YELLOWSTONE QUAKE

RIN0025724 RENTAL REFUND

\$945.00

**\$945.00** Subtotal for Dept. Ice Arena

**\$945.00** Subtotal for Vendor

## YOUTH CRISIS CENTER CORP.

JULY2015 JULY EXPENSES YOUTH CRISIS CNTR

\$5,084.11

**\$5,084.11** Subtotal for Dept. Social Community Services

**\$5,084.11** Subtotal for Vendor

**Grand Total**

**\$6,190,416.24**

Approved By:

On:

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 09/15/15

**Payroll Disbursements**

9/4/15	FIRE PAYROLL	\$	173,888.36
9/4/15	BENEFITS & DEDUCTIONS	\$	29,995.25
9/10/15	CITY PAYROLL	\$	1,216,437.38
9/10/15	BENEFITS & DEDUCTIONS	\$	218,775.26

**Total Payroll**                    \$ 1,639,096.25

**Additional Fees**

**Total Fees**                            \$ -

**Additional AP**

9/10/2015	State of Wyoming - Department of Revenue	\$	12,360.46
-----------	--	----	-----------

**Total Additional AP**                    \$ 12,360.46

September 15, 2015

MEMO TO: John C Patterson, City Manager  
FROM: Liz Becher, Community Development Director   
SUBJECT: Consideration of an ordinance approving a replat creating the Mesa Del Sol III subdivision.

Recommendation.

That Council, by minute action, establish October 6, 2015 as the public hearing date for consideration of an ordinance approving a replat creating the Mesa Del Sol III subdivision.

Summary:

Mesa No 3, LLC applied for replat approval to create the Mesa Del Sol III subdivision. The property involved in the replat comprises 12.2-acres, more or less, and is zoned R-4 (High Density Residential) The proposed replat is creating forty (40) lots, three (3) tracts, and is reconfiguring a small portion of both Sienna Drive and Casa Grande Drive. The proposed Mesa Del Sol 3 plat is creating two additional street connections from Sienna Drive to Central Drive at 29<sup>th</sup> Street and 31<sup>st</sup> Street. The minimum lot size in the R-4 (High Density Residential) zoning district is 4,000 square feet. The purpose of the replat is to reconfigure the existing smaller lots into larger lots, as the applicant believes the market demand has shown to be stronger for the larger sized lots. Although multi-family residential structures are permitted in the R-4 (High Density Residential) zoning district, the applicant plans to construct single-family residences in the proposed Mesa Del Sol III subdivision. The three (3) proposed tracts will be subdivided for development at a later date.

At a public hearing on August 25, 2015, the Planning and Zoning Commission approved the proposed plat creating the Mesa Del Sol III subdivision. There were no public comments either for or against the case.

September 15, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Consideration of Report of Demolition and Levying Lien Against Real Property located at 520 South Kimball

Recommendation:

That Council, by resolution, approve the Report of Demolition and levy a lien against real property located at 520 South Kimball Street, in an amount not to exceed \$3,153.03, for costs related to asbestos testing and demolition of a dangerous structure.

Summary:

The rear property located at 520 South Kimball Street was demolished in accordance with the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition. Notice of said demolition was posted on the property and all persons entitled to notice were informed by certified mail of the proposed demolition.

Demolition of said structure was completed on or before June 12, 2015. In accordance with Chapter 9 of the UCADB, the City of Casper may place a lien or assess said property for costs related to razing a dangerous building. Total costs for razing the building consist of the following: asbestos testing by Reservoirs Environmental, Inc., and demolition by Recycled Materials, LLC in the amount of \$3,153.03. Funding for the project was provided by the Housing and Community Development – CDBG Account.

All persons entitled to notice of this hearing were notified by certified mail. Notice was published in the September 5, 2015, edition of the Casper Star-Tribune, and the property was posted on August 31, 2015. No protests or objections have been received.

September 1, 2015

**MEMO TO:** John C. Patterson, City Manager

**FROM:** Liz Becher, Community Development Director *LB*

**SUBJECT:** Report of Demolition Costs

The rear property located at 520 South Kimball Street, Casper, Wyoming, was declared a dangerous structure pursuant to the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition, and was razed on or before June 12, 2015. Pursuant to Chapter 9 of the UCADB, the Community Development Department would like to place a lien on said property for costs related to razing the structure. The following information is provided for your review:

Property Location:

520 South Kimball Street  
Casper, Wyoming 82601

Legal Description:

Lot 9 of Parson's Subdivision of Lot 6,  
Block 70 to the City of Casper, Natrona County,  
Wyoming

Itemized Total Costs:

Reservoirs Environmental, Inc.	Asbestos Testing	\$ 128.00
FedEx	Mailing of Samples	\$ 26.03
Recycled Materials, LLC	Razing Structure	<u>\$2,999.00</u>
	Total Costs	\$3,153.03

Dump fees, asbestos removal, and lead based paint costs are included in the total amount of the contract.

Names & Address of All Persons Entitled to Notice Pursuant to Subsection (c) of Section 401:

David J. & Lois M. Garner Et Ux  
520 South Kimball  
Casper, WY 82601

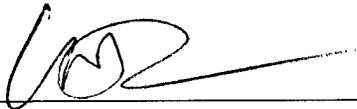
**DEMOLITION LIEN**

This Demolition Lien is filed by the City of Casper, Wyoming, a Wyoming Municipal Corporation, pursuant to Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition, for the costs of asbestos testing and demolishing a dangerous building. The particulars of this lien filing are as follows:

- 1. **Address of lien claimant:** City of Casper  
Attention: City Manager  
200 North David  
Casper, WY 82601  
(307) 235-8224
- 2. **Name and address of person against whose property this lien and claim is being filed:**  
  
David J & Lois M Garner Et Ux  
520 South Kimball  
Casper, WY 82601
- 3. **Amount of claim/lien:** THREE THOUSAND ONE HUNDRED FIFTY-THREE DOLLARS AND 03/100 (\$3,153.03)
- 4. **Basis of this lien claim:** The City of Casper demolished a dangerous building on the following described real property for being in violation of Chapter 9 of the UCADB, the costs of asbestos testing and the demolition therefore being the sum of \$3,153.03.
- 5. **Date of demolition:** The City of Casper tested for asbestos and demolished the rear building located at 520 South Kimball Street on June 12, 2015.
- 6. **Legal description of the real property on which this demolition lien is claimed:**  
  
Lot 9 of Parson's Subdivision of Lot 6, Block 70 to the City of Casper, Natrona County, Wyoming.

I, Charlie Powell, as Mayor of the City of Casper, Wyoming (Claimant) hereby acknowledge under oath and penalty of perjury that the above stated facts are true and correct to the best of my knowledge, and the City has good cause under the Casper, Wyoming Municipal Code to file this lien.

Approved as to form:

  
\_\_\_\_\_

THE CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_  
Charlie Powell  
Mayor

STATE OF WYOMING     )  
                                  ) ss.  
COUNTY OF NATRONA    )

The forgoing instrument was acknowledged before me by Charlie Powell, as Mayor of the City of Casper, Wyoming this \_\_\_ day of September 2015.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

RESOLUTION NO. 15-256

A RESOLUTION AUTHORIZING A DEMOLITION LIEN IN THE AMOUNT OF THREE THOUSAND ONE HUNDRED FIFTY-THREE DOLLARS AND 03/100 (\$3,153.03).

WHEREAS, Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings (UCADB), 1988 Edition, provides for the filing of a lien for costs of asbestos testing and demolition incurred by the City against the land where the dangerous building was situated; and,

WHEREAS, a dilapidated building located at Lot 9 of Parson's Subdivision of Lot 6, Block 70, City of Casper, Natrona County, Wyoming, hereinafter referred to as 520 South Kimball Street, was designated as a dangerous building; and,

WHEREAS, the City of Casper tested for asbestos and demolished a dangerous building at 520 South Kimball Street, Casper, Wyoming, owned by David J. & Lois M. Garner Et Ux, 520 South Kimball Street, Casper, Wyoming, pursuant to Chapter 9 of the UCADB and,

WHEREAS, the cost of the abatement and demolition of said dangerous building was Three Thousand One Hundred Fifty-Three Dollars and 03/100 (\$3,153.03).

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 attest, a Demolition Lien in the total sum of Three Thousand One Hundred Fifty-Three Dollars and 03/100 (\$3,153.03), against real property located at 520 South Kimball Street, Casper, Wyoming, owned by David J. & Lois M. Garner Et Ux, as described and set forth therein, being the costs incurred by the City of Casper in abating and demolishing a dangerous building on said property pursuant to Chapter 9 of the UCADB.

BE IT FURTHER RESOLVED that said Demolition Lien be filed with the Natrona County Clerk as a lien against the real property described therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of September 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

September 15, 2015

MEMO TO                    John C Patterson, City Manager

FROM.                      Liz Becher, Community Development Director   
Joy Clark, Community Development Technician 

SUBJECT                    Consideration and Review of Fiscal Year 2014-2015 Community  
Development Block Grant (CDBG) Consolidated Annual Performance  
and Evaluation Report (CAPER)

Recommendation.

That Council, consider and review the Fiscal Year 2014-2015 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER) for the period covering July 1, 2014 through June 30, 2015

Summary:

As a requirement of an entitlement community for Community Development Block Grant (CDBG) funds from the U S Department of Housing and Urban Development (HUD), the City of Casper must submit a Consolidated Annual Plan and Evaluation Report (CAPER) detailing to HUD how the City used its CDBG funds. The Housing and Community Development Division has prepared a draft of the CAPER for the period covering July 1, 2014 through June 30, 2015

Law requires a public hearing on the CAPER be held in the presence of the Mayor and City Council members. The public hearing is a concurrent action with the fifteen (15) day public comment period that ends September 8, 2015 All comments received from the public comment period and the public hearing will be incorporated into the final CAPER that will be submitted to HUD no later than September 30, 2015 The final CAPER will be posted on the City's website, Housing and Community Development page.

ORDINANCE NO. 21-15

AN ORDINANCE CREATING SECTION 2.36.080 OF THE  
CASPER MUNICIPAL CODE PERTAINING TO THE POWERS  
OF THE DOWNTOWN DEVELOPMENT AUTHORITY.

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

Section 1: That Section 2.36.080 of the Casper Municipal Code is hereby created to read as  
follows:

2.36.080 POWERS.

THE DDA SHALL HAVE ALL OF THE POWERS AS SET FORTH IN  
SECTIONS 15-9-201 *ET SEQ.* OF THE WYOMING STATE STATUTES, AS THOSE  
SECTIONS MAY, FROM TIME TO TIME BE AMENDED, WITH THE EXCEPTION  
OF THOSE POWERS SPECIFICALLY RESERVED TO A MUNICIPALITY AS SET  
FORTH THEREIN, INCLUDING, BUT NOT LIMITED TO, APPROVAL OF PLANS  
OF DEVELOPMENT, IMPOSITION OF PROPERTY AND SALES TAXES, AND  
BOND ISSUANCE AUTHORIZATION AND APPROVAL, SAID POWERS  
SPECIFICALLY BEING RESERVED TO THE CITY OF CASPER.

Section 2:

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

PASSED on first reading this 18<sup>th</sup> day of August 2015,

PASSED on second reading this 1<sup>st</sup> day of September 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

---

VH McDonald  
City Clerk

---

Charlie Powell  
Mayor

September 10, 2015

TO: John C. Patterson, City Manager  
FROM: VH McDonald, Assistant City Manager   
SUBJECT: Smoking Ordinances – Potential Repeal of Ordinance Numbers 17-12 and 15-13

Recommendation:

No recommendation is made as this is purely a legislative decision.

Summary:

Council asked staff to bring forward two ordinances that could result in the repeal of one or both of the ordinances that are currently codified in Chapter 8.16 (Smoking in Public Places) of the Casper Municipal Code.

Ordinance No. 15-13, which relaxed the requirements of Ordinance No. 17-12, is currently suspended in accordance with state law regarding referendum petitions which have been certified to the governing body. With the suspension of Ordinance 15-13, Ordinance No. 17-12, with its tightened prohibitions against smoking in public places, is in full force and effect.

The ordinances requested are attached for your consideration.

ORDINANCE NO. 23-15

AN ORDINANCE REPEALING ORDINANCE NO. 15-13,  
WHICH AMENDED CERTAIN SECTIONS OF CHAPTER 8.16  
OF THE CASPER MUNICIPAL CODE PERTAINING TO  
SMOKING IN PUBLIC PLACES

WHEREAS, on June 19, 2012, the Casper City Council passed Ordinance No 17-12, titled “An Ordinance Repealing In Its Entirety, Chapter 8.16, of the Casper Municipal Code, Smoking in Public Places, and Creating a New Chapter 8.16, Smoking in Public Places, of Title 8, Health and Safety of the Casper Municipal Code”; and,

WHEREAS, on June 18, 2013, the Casper City Council passed Ordinance No. 15-13, entitled “An Ordinance Amending Certain Sections of Chapter 8.16 of the Casper Municipal Code, Pertaining to Smoking in Public Places”; and,

WHEREAS, Ordinance No. 15-13 relaxed many of the prohibitions for smoking in public places as otherwise set forth in Ordinance 17-12; and,

WHEREAS, the passage of Ordinance No. 15-13 resulted in a referendum petition drive by an organization known as the “Smoke Free Committee” to subject this Ordinance to repeal by a referendum vote under the provisions of W.S. §§ 22-23-1005 and 22-23-1006; and,

WHEREAS, the City Clerk has certified that the necessary number of signatures were obtained to subject Ordinance No. 15-13 to a referendum vote as provided by law; and,

WHEREAS, W.S. § 22-23-1006 provides that once a Municipal Clerk determines that a referendum petition is legally sufficient, he shall certify it to the governing body who shall then suspend the ordinance; and,

WHEREAS, the Casper City Council passed Resolution No. 15-255 on September 8, 2015, in accordance with Wyoming State Statutes, suspending Ordinance No. 15-13; and,

WHEREAS, the Casper City Council desires to repeal Ordinance No. 15-13.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING, THAT: Ordinance No. 15-13 titled “An Ordinance Amending Certain Sections of Chapter 8.16 of the Casper Municipal Code, Pertaining to Smoking in Public Places,” is hereby repealed in its entirety.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

APPROVED AS TO FORM:

*Walter Tronzo*

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

September 10, 2015

TO: John C. Patterson, City Manager  
FROM: VH McDonald, Assistant City Manager   
SUBJECT: Smoking Ordinances – Potential Repeal of Ordinance Numbers 17-12 and 15-13

Recommendation:

No recommendation is made as this is purely a legislative decision.

Summary:

Council asked staff to bring forward two ordinances that could result in the repeal of one or both of the ordinances that are currently codified in Chapter 8.16 (Smoking in Public Places) of the Casper Municipal Code.

Ordinance No. 15-13, which relaxed the requirements of Ordinance No. 17-12, is currently suspended in accordance with state law regarding referendum petitions which have been certified to the governing body. With the suspension of Ordinance 15-13, Ordinance No. 17-12, with its tightened prohibitions against smoking in public places, is in full force and effect.

The ordinances requested are attached for your consideration.

ORDINANCE NO. 24-15

AN ORDINANCE REPEALING ORDINANCE NO. 17-12  
PERTAINING TO SMOKING IN PUBLIC PLACES

WHEREAS, on June 19, 2012, the Casper City Council passed Ordinance No 17-12, titled “An Ordinance Repealing In Its Entirety, Chapter 8.16, of the Casper Municipal Code, Smoking in Public Places, and Creating a New Chapter 8.16, Smoking in Public Places, of Title 8, Health and Safety of the Casper Municipal Code”; and,

WHEREAS, on June 18, 2013, the Casper City Council passed Ordinance No. 15-13, titled “An Ordinance Amending Certain Sections of Chapter 8.16 of the Casper Municipal Code, Pertaining to Smoking in Public Places”; and,

WHEREAS, Ordinance No. 15-13 amended Ordinance No. 17-12, and relaxed many of the prohibitions for smoking in public places as otherwise set forth in Ordinance 17-12; and,

WHEREAS, the passage of Ordinance No. 15-13 resulted in a referendum petition drive by an organization known as the “Smoke Free Committee” to subject this Ordinance to repeal by a referendum vote under the provisions of W.S. §§ 22-23-1005 and 22-23-1006; and

WHEREAS, the City Clerk has certified that the necessary number of signatures were obtained to subject Ordinance No. 15-13 to a referendum vote as provided by law; and,

WHEREAS, W.S. § 22-23-1006 provides that once a Municipal Clerk determines that a referendum petition is legally sufficient, he shall certify it to the governing body who shall then suspend the ordinance; and,

WHEREAS, the Casper City Council passed Resolution No. 15-255 on September 8, 2015, in accordance with Wyoming State Statutes, suspending Ordinance No. 15-13; and,

WHEREAS, with the suspension of Ordinance No. 15-13, Ordinance No. 17-12 returned to its original, full force and effect, and tightened prohibitions against smoking in public places; and,

WHEREAS, the Casper City Council desires to repeal Ordinance No. 17-12 in its entirety.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING, THAT: Ordinance No. 17-12 titled “An Ordinance Repealing In Its Entirety, Chapter 8.16, of the Casper Municipal Code, Smoking in Public Places, and Creating a New Chapter 8.16, Smoking in Public Places, of Title 8, Health and Safety of the Casper Municipal Code,” is hereby repealed in its entirety.

BE IT FURTHER RESOLVED THAT: Chapter 8.16 (Smoking in Public Places) of Title 8 (Health and Safety) of the Casper Municipal Code is hereby repealed in its entirety.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2015.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

September 15, 2015

MEMO TO: John Patterson, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Contract Extension with the Downtown Development Authority for parking operations through October 20, 2015 

Recommendation:

That Council, by resolution, authorize an extension to the Contract for Professional Services with the Downtown Development Authority (DDA) for the operation of the parking garage and the public parking lot at 1<sup>st</sup> and Center Streets.

Summary:

In June 2013, Council authorized a Contract for Professional Services with the DDA for the operation of the parking garage and the public parking lot at 1<sup>st</sup> and Center Streets for a two-year term.

The DDA submitted a proposal to continue their operation of the downtown parking facilities in response to the Request for Proposals (RFP) that the City issued in April 2015. Their proposal demonstrated commitment to continuing their efforts in making the parking operations at both sites a positive component of a vibrant downtown. Staff met and interviewed the DDA representatives in June and with Council's approval extended the City's current Contract with the DDA until September 15, 2015, to allow for further discussion of the future visioning ideas for the parking facility and operating enhancements that were generated during the interview.

To allow time for City staff to present the operational enhancements and associated costs to Council in a work session, it is necessary to extend the existing Contract with the DDA until October 31, 2015.

A resolution and Contract Extension have been prepared for Council's consideration.

**CONTRACT EXTENSION**

This Contract Extension (the “Extension”) is entered into this \_\_\_\_ day of September, 2015, by and between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as “City,” whose principal offices are located at 200 North David, Casper, Wyoming 82601; and the Downtown Development Authority, whose address is 234 S. David Street, Casper, Wyoming 82601, hereinafter referred to as the “Contractor.” The City and Contractor are collectively referred to as the “parties.”

**RECITALS**

WHEREAS, the parties entered into a Contract for Professional Services, dated June 18, 2013, (the “Contract”), whereby the City contracted with the Contractor to operate the downtown parking garage public parking lot at 1<sup>st</sup> and Center Street for a two-year term; and,

WHEREAS, the initial Contract between the parties was to terminate at midnight on June 30, 2015; and,

WHEREAS, the parties previously agreed to extend the Contract through midnight on September 15, 2015; and,

WHEREAS, the parties desire to further extend the Contract through midnight on October 31, 2015.

**NOW, THEREFORE,** the parties hereto, in consideration of the mutual promises and covenants herein contained, hereby agree by and between them as follows:

**ARTICLE I: INCORPORATION OF RECITALS**

The Recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of the terms and conditions of this Extension.

**ARTICLE II: EXTENSION OF LEASE TERM**

The parties hereto agree to extend the Contract termination date from midnight on September 15, 2015 to October 31, 2015.

**ARTICLE III: RATIFICATION OF CONTRACT**

The parties hereby ratify the terms and conditions of the Contract as amended hereby, said terms and conditions to remain in full force and effect between the parties.

**ARTICLE IV: MISCELLANEOUS AGREEMENTS**

This Agreement shall constitute the entire understanding and agreement of the parties as to the Extension, and no amendment or modification of the terms of this Extension shall be valid or enforceable unless made in writing and executed by all parties hereto.

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, WY Stat. § 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.

This Extension is executed by the parties hereto on the date and the year first above written.

APPROVED AS TO FORM:



\_\_\_\_\_  
Wallace Trembath III  
Assistant City Attorney

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation, Lessor:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Charlie Powell, Mayor

CONTRACTOR  
Downtown Development Authority

  
\_\_\_\_\_  
Charles Walsh, Chairman  
Board of Directors

RESOLUTION NO. 15-257

A RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH THE DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FOR THE OPERATION OF THE PARKING GARAGE AND THE PUBLIC PARKING LOT AT 1<sup>ST</sup> AND CENTER STREETS.

WHEREAS, the Casper City Council, by Resolution No. 13-177, adopted June 18, 2013, entered into a Contract for Professional Services with the DDA for the operation of the parking garage and the public parking lot at 1<sup>st</sup> and Center Streets; and,

WHEREAS, the Casper City Council, by Resolution No. 15-196, adopted June 16, 2015, extended the Contract for Professional Services with the DDA through midnight on September 15, 2015 in order to discuss a potential renewal contract based on new operational ideas; and,

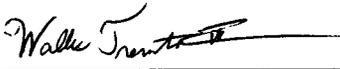
WHEREAS, it is now necessary to extend the term of the Contract through midnight on October 31, 2015 to complete the discussions about a potential renewal contract based on new operational ideas; and,

WHEREAS, the Scope of Services will remain unchanged with the Contract term extension.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an extension to the Contract with the DDA for the operation of the parking garage and the public parking lot at 1<sup>st</sup> and Center Streets.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation:

\_\_\_\_\_  
Charlie Powell  
Mayor

September 3, 2015

MEMO TO: John Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
David W. Hill, P.E., Assistant Public Services Director - Utilities

SUBJECT: Consenting to the Third Amended Petition by East Elkhorn Ranch, LLC and Platte River Crossing, LLC to the State Board of Control 

Recommendation:

That Council, by resolution, consent to the third Amended Petition by East Elkhorn Ranch, LLC and Platte River Crossing, LLC to the State Board of Control, amending the description of the land to be serviced, changing the point of diversion and means of conveyance, and issuance of a certificate of appropriation of a portion of the Adams and Williams Water Territorial Appropriation, 1885.

Summary:

Previously, Council consented to an amendment to correct an error made in a 1987 State Board of Control (BOC) order specifically describing and changing the point of diversion of a portion of an 1885 territorial water right on lands owned by the Country Club. The BOC 1987 Order incorrectly removed from the record a portion of the lands served by the 1885 Territorial Appropriation water right, which are owned by East Elkhorn Rank, LLC and Platte River Crossing, LLC. This petition was granted by the BOC in August 2015. The BOC has since determined this was actually the second amendment. The City was not involved in the first amendment as the portion of the lands involved were not then inside city limits.

East Elkhorn Ranch, LLC and Platte River Crossing, LLC have now submitted a third amended petition to the State Board of Control (BOC) to amend the description of the lands to be served, and change the point of diversion, and means of conveyance for the water right. Essentially East Elkhorn Ranch, LLC wants to use their water right for irrigation through a sprinkler system at a different point of diversion on Elkhorn Creek.

Adjudication of water rights prior to statehood described lands served by the water right in a “blanket legal description” and not a specific description of lands served by the water right.

The City is involved because a portion of lands now inside City limits (a very small portion of Country Club Road and Gosfield Village Addition No. 4) were originally included in the 1885 “blanket legal description.”

A resolution is prepared for Council's consideration.

**CONSENT of the CITY OF CASPER**

THIRD AMENDED PETITION FOR AN AMENDED LAND DESCRIPTION, CHANGE OF POINT OF DIVERSION AND MEANS OF CONVEYANCE, AND ISSUANCE OF A CERTIFICATE OF APPROPRIATION OF A PORTION OF THE ADAMS AND WILLIAMS APPROPRIATION, TERRITORIAL APPROPRIATION, DIVERTING FROM ELKHORN CREEK, TRIBUTARY NORTH PLATTE RIVER, THROUGH THE WEST ELKHORN DITCH, WITH PRIORITY OF APRIL 30, 1885, TO BE CHANGED TO A SERIES OF PIPELINE FACILITIES THROUGH THE MCMURRY POND RESERVOIR (PERMIT NOS. 5556 RES. AND 11687 RES.)

O.R. 1, P. 342; NO CERTIFICATE OF RECORD; PROOF NO. 989

The undersigned individual is an owner of land within the record blanket description recorded under Territorial Appropriation No. 989 and in the name of the Adams & Williams Appropriation diverting from Elkhorn Creek, through the West Elkhorn Ditch.

The undersigned individual has read, understands, and hereby knowingly and voluntarily gives consent to the above-described Petition, which will specifically describe lands under the above-referenced territorial appropriation, consisting of 27.5 acres out of the total remaining 132.5 acres described within the "blanket description" of the recorded territorial appropriation. Unless this petition is amended prior to a final decision, the undersigned also hereby waives any further notice requirements related to this Petition.

The undersigned individual hereby acknowledges that in signing this Consent he/she may be waiving a portion of or all existing water rights and interests related to the territorial appropriation described above. The undersigned individual also hereby acknowledges that he/she may not own a water right or interest related to the territorial appropriation described above and that this Consent does not serve as an independent source of adjudication or conferral of any water rights.

The undersigned individual hereby acknowledges that he/she is aware of his/her right to seek independent advice and counsel regarding this Consent, which may include the advice and counsel of a duly qualified attorney at law.

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

By: \_\_\_\_\_  
Charlie Powell, Mayor

STATE OF WYOMING    )  
  ) s.s.  
County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me by Charlie Powell on behalf of the City of Casper, Wyoming on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

*(Evidence of ownership for the person(s) giving consent is attached.)*

**COPY**

THIRD AMENDED PETITION FOR )  
AN AMENDED LAND DESCRIPTION, )  
CHANGE OF POINT OF DIVERSION )  
AND MEANS OF CONVEYANCE, )  
AND ISSUANCE OF A CERTIFICATE )  
OF APPROPRIATION OF A PORTION )  
OF THE ADAMS AND WILLIAMS )  
APPROPRIATION, TERRITORIAL )  
APPROPRIATION, DIVERTING FROM )  
ELKHORN CREEK, TRIBUTARY )  
NORTH PLATTE RIVER, THROUGH )  
THE WEST ELKHORN DITCH, WITH )  
PRIORITY OF APRIL 30, 1885, TO BE )  
CHANGED TO A SERIES OF PIPELINE )  
FACILITIES THROUGH THE )  
MCMURRY POND RESERVOIR )  
(PERMIT NOS. 5556 RES. AND )  
11687 RES.) )

BEFORE THE  
STATE BOARD OF CONTROL  
CHEYENNE, WYOMING

DOCKET NO.: I-2014-4-5



O.R. 1, P. 342; NO CERTIFICATE OF RECORD; PROOF NO. 989

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

COMES NOW, East Elkhorn Ranch, LLC and Platte River Crossing, LLC acting through attorney, Stacia Berry, Hageman Law P.C., 222 East 21st Street, Cheyenne, Wyoming 82001, who being duly sworn on oath according to law do hereby make the following statement of facts and petition:

1. THAT East Elkhorn Ranch, LLC and Platte River Crossing, LLC are the owners of the lands and a portion of the appropriation for which an amended land description, change of point of diversion and means of conveyance, and issuance of a certificate of appropriation are sought, as evidenced by recorded warranty deeds and other proof of ownership from the County Clerk of Natrona County, Wyoming, which are attached hereto as Exhibit "A".
2. THAT the appropriation involved and for which the amendments are sought is the Adams and Williams Appropriation, Territorial Appropriation, adjudicated under Proof No. 989, in the amount of 1.88 c.f.s. for the irrigation of 132.5 acres, diverting from Elkhorn Creek, a tributary of the North Platte River, through the West Elkhorn Ditch, with priority of April 30, 1885, and of record in Order Record 1, Page 342 describing the lands irrigated as follows:

Township 33 North, Range 78 West

Section 18: Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) (minus CCC's 7.8 acres)  
Section 19: Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$ )

Township 33 North, Range 79 West

Section 23: NE $\frac{1}{4}$ SE $\frac{1}{4}$   
Section 24: SW $\frac{1}{4}$ NE $\frac{1}{4}$  (minus CCC's 29.4 acres)  
SE $\frac{1}{4}$ NE $\frac{1}{4}$  (minus CCC's 23.5 acres)  
S $\frac{1}{2}$ NW $\frac{1}{4}$   
NW $\frac{1}{4}$ SW $\frac{1}{4}$   
NW $\frac{1}{4}$ NE $\frac{1}{4}$ <sup>1</sup>

TOTAL 132.5 Acre (1.88 c.f.s.) "Blanket Description"

NOTE: The Adams and Williams Appropriation, Proof No. 989, was originally adjudicated in the amount of 3.2 c.f.s. for the irrigation of 225.0 acres. On November 18, 1987, the Board of Control granted the petition of Casper Country Club, Inc. (noted above as "CCC") to specifically describe and change the point of diversion and means of conveyance of 92.5 acres (1.32 c.f.s) of this appropriation within its boundaries. See Order Record 34, Page 158.

3. THAT by and through this <sup>Third</sup> ~~Second~~ Amended Petition, Petitioners request an amended land description and a change of point of diversion and means of conveyance of a portion of the Adams and Williams Appropriation, Territorial Appropriation, diverting from Elkhorn Creek through the West Elkhorn Ditch, at a point described as South 69° 35' West, 823.0 feet distant from the south one-sixteenth corner of Sections 23 and 24, Township 33 North, Range 79 West, and situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 23 (Latitude 42° 48' 33.50" North, Longitude 106° 16' 51.39" West), to a series of facilities described below, which divert from the same source of supply approximately 10,320.0 feet downstream at a point described as North 80° 56' West, 1294 feet distant from the center-south one-sixteenth corner of Section 18, Township 33 North, Range 78 West, and situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 18 (Latitude 42° 49' 30.94" North, Longitude 106° 15' 13.96" West).
- i. The proposed change of means of conveyance includes the following facilities:

---

<sup>1</sup> These lands include a portion of Lots 1, 2, 3 and 4 of the Ardon Subdivision and property west of Ardon Subdivision within the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 24, not owned by Casper Country Club.

- A. McMurry Pond Pipeline, a new facility, conveying water from the new point of diversion to the McMurry Pond Reservoir;
- B. McMurry Pond Reservoir, Permit Nos. 5556 Res. and 11687 Res.; and
- C. West Elkhorn Pipeline, a proposed facility, conveying water from the McMurry Pond Reservoir through a pump house to the irrigated lands.

ii. The lands for which an amended land description and a change of point of diversion and means of conveyance are requested are described as follows:

Township 33 North, Range 78 West

Section 18: Lot 4 (SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>) (minus CCC's 7.8 acres)  
 Section 19: Lot 1 (NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>)

iii. The Petitioners request the description of these affected lands be amended within the boundaries of Platte River Crossing, LLC as follows:

Township 33 North, Range 78 West

Section 18: Lot 4 (SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>) 27.5 acres  
 Section 19: Lot 1 (NW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>) 00.0 acres

TOTAL: 27.5 acres (0.39 c.f.s)

NOTE: For clarification, this amendment will remove this appropriation from Lot 1 of Section 19.

iv. The remaining 105.0 acres (1.49 c.f.s.) of this appropriation will not be affected by this amendment and will still be described under a "blanket description" as follows:

Township 33 North, Range 78 West

Section 18: Lot 4 (SW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>) 27.5 acres<sup>2</sup>

Township 33 North, Range 79 West

Section 23: NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>  
 Section 24: SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> (minus CCC's 29.4 acres)  
 SE<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> (minus CCC's 23.5 acres)  
 S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>  
 NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>

---

<sup>2</sup> Includes a Portion of Lot 12 of Ardon Subdivision.

NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub><sup>3</sup>

TOTAL 105.0 Acre (1.49 c.f.s) "Blanket Description"

NOTE: For clarification, the lands owned by Petitioners currently under the 132.5 Acre "Blanket Description" that are not requested to be re-described in subparagraphs (ii) and (iii) above will remain under the amended 105.0 acre "Blanket Description".

- v. By companion petitions, Petitioner East Elkhorn Ranch, LLC is also seeking an alternate point of diversion and means of conveyance of the Stroud No. 1 Ditch, Territorial Appropriation, Proof No. 994, and the McMurry Pond Reservoir Supply Pipeline as changed to the "Elkhorn Pipeline", Permit No. 5390 Enl. The requested alternate point of diversion for these two appropriations is in the same location as the partial change of point of diversion requested in this Petition.
- vi. By separate companion petitions, the Petitioners are seeking to correct the record of the Adams and Williams Appropriation, Territorial Appropriation, Proof No. 989, concerning the omitted acres in the legal description of the unaffected acres in Order Record No. 34, Page 158 at Page 162; and to voluntarily abandon 12.3 acres of the Pratt Livestock Appropriation, Permit No. 29314, for the purpose of removing the overlap of original supply water rights in Lot 1 of Section 19.
4. THAT by and through this <sup>third</sup> ~~Second~~ Amended Petition, the Petitioners request that a certificate of appropriation for the portion of the Adams & Williams Appropriation, Proof No. 989, described in paragraph 3 above, be issued in the name of Platte River Crossing, LLC.
5. THAT the reasons for these requested changes are to allow Petitioner Platte River Crossing, LLC to utilize its portion of this water right without the undue burden of piping water to its property from the original point of diversion. The West Elkhorn Ditch has become dilapidated and terminates where it enters the Casper County Club, Inc. grounds. The requested changes will also serve to "clean up" a considerable portion of the "Blanket Description" for this territorial water right. Finally, the requested changes will provide a more economical means of conveyance for irrigation through a sprinkler system.

---

<sup>3</sup> These lands include a portion of Lots 1, 2, 3 and 4 of the Ardon Subdivision and property west of Ardon Subdivision within the NW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> of Section 24, not owned by Casper Country Club.

6. THAT there are four (4) intervening points of diversion between the original point of diversion and the requested change of point of diversion. These points include:
  - a. Homestead Ditch, Territorial Proof No. 987;
  - b. Shepherd Reservoir, Permit No. 6864 Res.;
  - c. Schulte Reservoir Supply Pipeline, Permit No. 29919, Territorial Proof No. 987, and Territorial Proof No. 989; and
  - d. Schulte Reservoir, Permit No. 6863 Res., and the Enlargement of the Schulte Reservoir, Permit No. 9371 Res.

Ownership documents for individuals associated with these rights are attached as Exhibit "B".

7. THAT the Petitioners have obtained or are attempting to obtain consent from the owners of the intervening points of diversion listed in paragraph 6, and from the owners of the other lands under the Blanket Description. Consent documents are attached as Exhibit "C".
8. THAT Petitioner East Elkhorn Ranch, LLC is the sole owner of the McMurry Pond Pipeline and the McMurry Pond Reservoir, so its consent to the requested changes is implicit.
9. THAT there are no intervening tributaries or other sources of supply which might affect the rights of other appropriators.
10. THAT the granting of this Second Amended Petition will not cause injury to any other appropriators diverting from the same source of supply.
11. THAT this Petition is in compliance with Wyoming State Statute §41-3-114.
12. THAT no fee is required for this <sup>Third</sup>~~Second~~ Amended Petition.
13. THAT a map prepared by a registered professional surveyor showing the actual situation on the ground accompanies this Petition as Exhibit "D".

It is the PRAYER of the Petitioners that this <sup>Third</sup>~~Second~~ Amended Petition for an amended land description, change of point of diversion and means of conveyance, and issuance of a certificate of appropriation of a portion of the Adams and Williams Appropriation outlined in paragraphs 3 and 4 above, be granted without loss of priority, and that a certificate of appropriation be issued and a proper Order of the Board be entered recording the same.



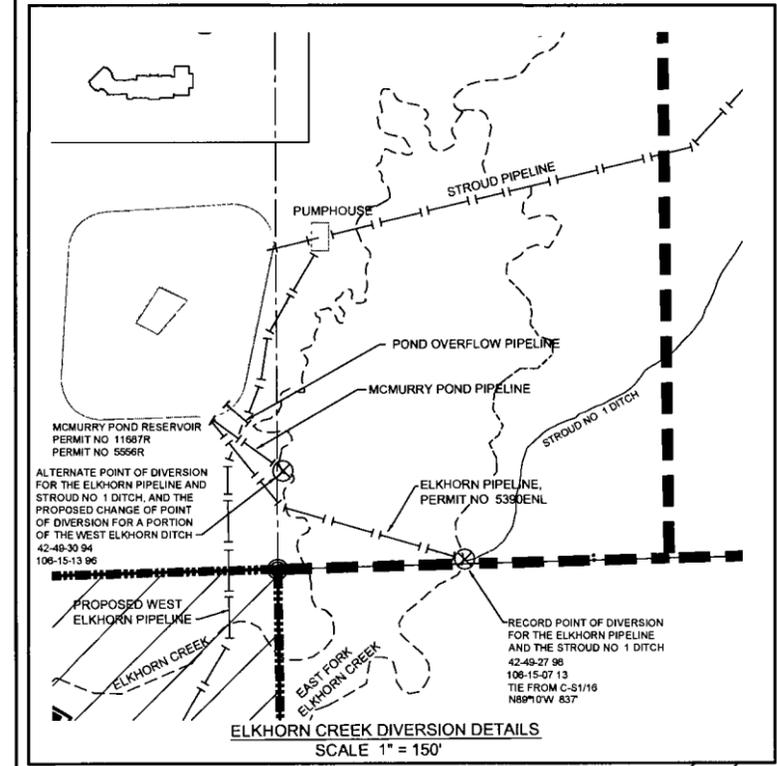
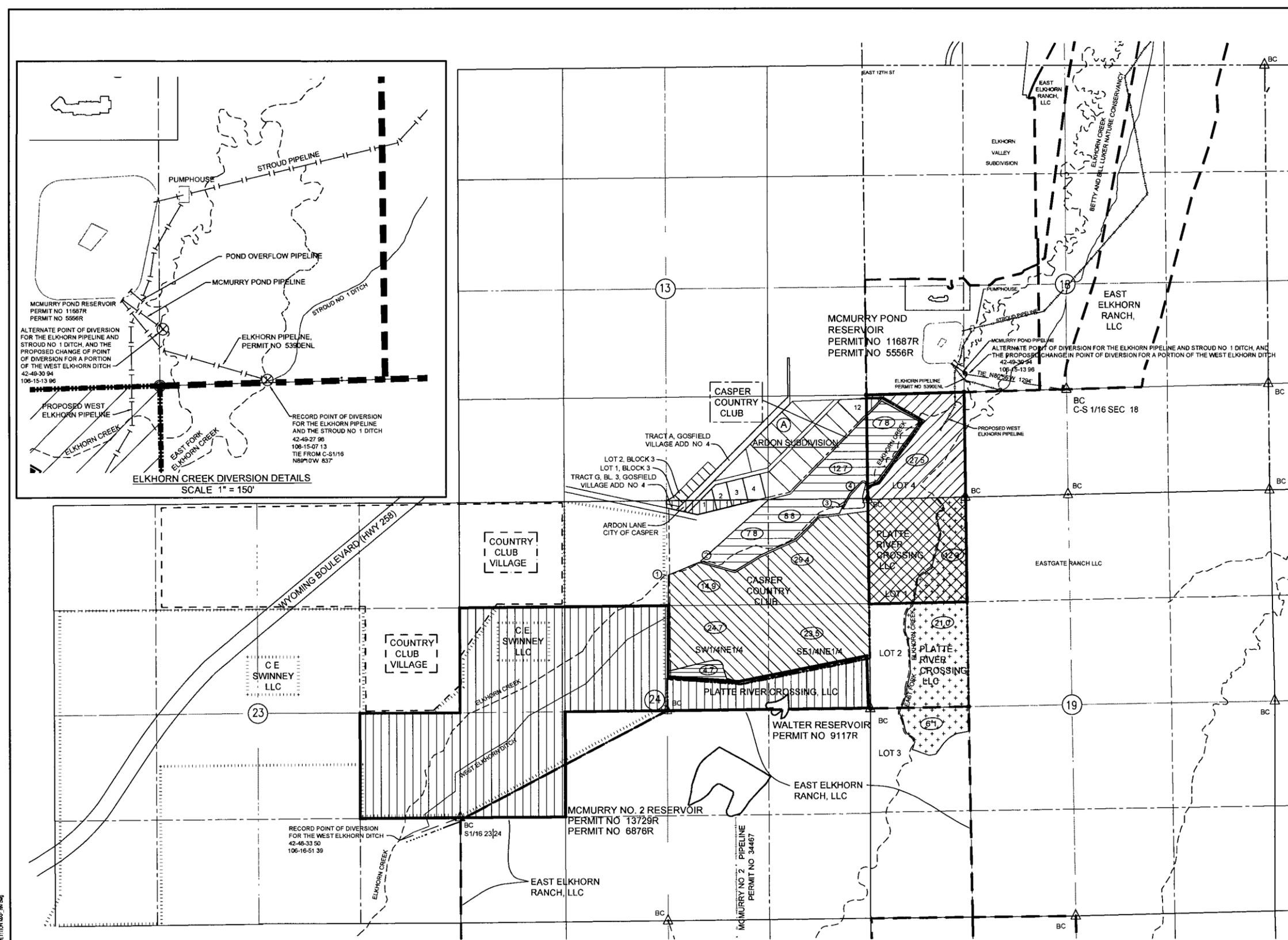


SCALE 1"=600'

**LEGEND**

- LANDS HAVING ORIGINAL SUPPLY UNDER THE CASPER COUNTRY CLUB, INC AND GERTRUDE ARLENE PRATT APPROPRIATION, TERRITORIAL APPROPRIATION, DIVERTING FROM ELKHORN CREEK THROUGH THE HOME STEAD DITCH, WITH PRIORITY OF MARCH 31, 1884, AS CHANGED TO SHULTE RESERVOIR SUPPLY PIPELINE, PERMIT NO 29919, PROOF NO 987, 41.8 ACRES, O R 34, P 152, C R 76, P 220 NOT AFFECTED BY THIS PETITION
- LANDS HAVING ORIGINAL SUPPLY UNDER THE CASPER COUNTRY CLUB, INC APPROPRIATION, TERRITORIAL APPROPRIATION, DIVERTING FROM ELKHORN CREEK THROUGH THE WEST ELKHORN DITCH, WITH PRIORITY OF APRIL 30, 1885, AS CHANGED IN PART TO SHULTE RESERVOIR SUPPLY PIPELINE, PERMIT NO 29919, PROOF NO 989 92.5 ACRES, O R 34, P 158, C R 76, P 221 NOT AFFECTED BY THIS PETITION
- LANDS HAVING ORIGINAL SUPPLY UNDER THE ADAMS AND WILLIAMS APPROPRIATION, TERRITORIAL APPROPRIATION, DIVERTING FROM ELKHORN CREEK THROUGH THE WEST ELKHORN DITCH, WITH PRIORITY OF APRIL 30, 1885, AS CHANGED IN PART TO A SERIES OF PIPELINE FACILITIES THROUGH THE MCMURRY POND RESERVOIR (PERMIT NOS 5556 RES AND 11687 RES), PROOF NO 988, 27.5 ACRES
- LANDS HAVING ORIGINAL SUPPLY UNDER THE ADAMS AND WILLIAMS APPROPRIATION, TERRITORIAL APPROPRIATION, DIVERTING FROM ELKHORN CREEK THROUGH THE WEST ELKHORN DITCH, WITH PRIORITY OF APRIL 30, 1885, PROOF NO 989, 105.0 ACRES REMAINING UNDER THE "BLANKET DESCRIPTION", O R 1, P 342 NOT AFFECTED BY THIS PETITION
- LANDS HAVING ORIGINAL SUPPLY UNDER THE ADAMS AND WILLIAMS APPROPRIATION, TERRITORIAL APPROPRIATION, DIVERTING FROM ELKHORN CREEK THROUGH THE WEST ELKHORN DITCH, WITH PRIORITY OF APRIL 30, 1885, PROOF NO 993, 40.0 ACRES, O R 1, P 342 LOT 1 OF SECTION 19, T.33N, R.78W IS WITHIN THE CORRECTED BLANKET DESCRIPTION OF PROOF NO 989, BUT THIS AREA WILL BE REMOVED FROM THE BLANKET DESCRIPTION BY THESE PETITIONS
- LANDS HAVING ORIGINAL SUPPLY UNDER THE PRATT LIVESTOCK APPROPRIATION, PERMIT NO 29314, DIVERTING FROM EAST FORK ELKHORN CREEK THROUGH THE WALTER SPRINKLER SYSTEM, WITH PRIORITY OF JUNE 10, 1985, PROOF NO 35086, 12.3 ACRES, O R 35, P 240, C R 77, P 95 REQUESTED TO BE VOLUNTARILY ABANDONED THESE 12.3 ACRES ALSO HAVE SECONDARY SUPPLY UNDER THE PRATT LIVESTOCK APPROPRIATION, PERMIT NO 29313, DIVERTING FROM THE WALTER RESERVOIR (PERMIT NO 9117R) THROUGH THE WALTER PIPELINE, WITH PRIORITY OF JUNE 10, 1985, PROOF NO 35085, O R 35, P 239 C R 77, P 94 NOT AFFECTED BY THIS PETITION
- LANDS HAVING ORIGINAL SUPPLY UNDER THE PRATT LIVESTOCK APPROPRIATION, PERMIT NO 29314, DIVERTING FROM EAST FORK ELKHORN CREEK THROUGH THE WALTER SPRINKLER SYSTEM, WITH PRIORITY OF JUNE 10, 1985, PROOF NO 35086, 12.3 ACRES, O R 35, P 240, C R 77, P 95 REQUESTED TO BE VOLUNTARILY ABANDONED THESE 12.3 ACRES ALSO HAVE SECONDARY SUPPLY UNDER THE PRATT LIVESTOCK APPROPRIATION, PERMIT NO 29313, DIVERTING FROM THE WALTER RESERVOIR (PERMIT NO 9117R) THROUGH THE WALTER PIPELINE, WITH PRIORITY OF JUNE 10, 1985, PROOF NO 35085, O R 35, P 239 C R 77, P 94 NOT AFFECTED BY THIS PETITION
- LANDS HAVING ORIGINAL SUPPLY UNDER THE CASPER COUNTRY CLUB, INC AND GERTRUDE ARLENE PRATT APPROPRIATION, TERRITORIAL APPROPRIATION, DIVERTING FROM ELKHORN CREEK THROUGH THE HOME STEAD DITCH, WITH PRIORITY OF MARCH 31, 1884, PROOF NO 987 & 2 ACRES (NOT SPECIFICALLY DESCRIBED) O R 34, P 152 C R 76, P 220 NOT AFFECTED BY THIS PETITION
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE
- BOUNDARY OWNERSHIP LINE- ALL AFFECTED LANDS
- BOUNDARY OWNERSHIP LINE- EAST ELKHORN RANCH, LLC
- BOUNDARY OWNERSHIP LINE- PLATTE RIVER CROSSING, LLC
- BOUNDARY OWNERSHIP LINE - CASPER COUNTRY CLUB
- BOUNDARY OWNERSHIP - C E SWINNEY, LLC
- BOUNDARY OWNERSHIP - COUNTRY CLUB VILLAGE
- PIPELINE
- DITCH
- ELKHORN CREEK
- CURRENT BOUNDARY OF "BLANKET DESCRIPTION" FOR THE ADAMS AND WILLIAMS APPROPRIATION, TERRITORIAL APPROPRIATION, PROOF NO 989

MAP TO ACCOMPANY  
SECOND AMENDED PETITION  
TO THE STATE BOARD OF CONTROL  
FOR AN AMENDED LAND DESCRIPTION, CHANGE OF  
POINT OF DIVERSION AND MEANS OF CONVEYANCE, AND  
ISSUANCE OF A CERTIFICATE OF APPROPRIATION OF A  
PORTION OF THE ADAMS AND WILLIAMS APPROPRIATION,  
TERRITORIAL APPROPRIATION, DIVERTING FROM  
ELKHORN CREEK, TRIBUTARY NORTH PLATTE RIVER,  
THROUGH THE WEST ELKHORN DITCH, WITH PRIORITY OF  
APRIL 30, 1885, TO BE CHANGED TO A SERIES OF PIPELINE  
FACILITIES THROUGH THE MCMURRY POND RESERVOIR  
(PERMIT NOS 5556RES AND 11687RES)  
AND  
PETITION FOR VOLUNTARY ABANDONMENT OF  
A PORTION OF THE PRATT LIVESTOCK APPROPRIATION,  
PERMIT NO 29314, DIVERTING FROM EAST FORK  
OF ELKHORN CREEK, TRIBUTARY ELKHORN CREEK,  
THROUGH THE WALTER SPRINKLER SYSTEM,  
WITH PRIORITY OF JUNE 10, 1985  
PETITIONERS  
EAST ELKHORN RANCH, LLC  
PLATTE RIVER CROSSING, LLC  
P O BOX 2390  
CASPER, WYOMING, 82602  
AGENT  
MS STACIA C BERRY, ATTORNEY AT LAW  
HAGEMAN LAW, PC  
222 E 21ST STREET  
CHEYENNE, WY 82001



**CERTIFICATE OF SURVEYOR**

I, JAMES F. JONES, A WYOMING PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM NOTES TAKEN DURING ACTUAL SURVEYS DONE UNDER MY DIRECT SUPERVISION IN MARCH OF 2014, AND IT CORRECTLY SHOWS THE LOCATION OF THE DITCHES, PIPELINES, AND POINTS OF USE AT THE TIME OF THIS SURVEY



**OWNERS OF RECORD**

- 1 TRACT "A" OF GOSFIELD VILLAGE ADDITION NO 4 EAST ELKHORN RANCH, LLC
- 2 LOT 1 OF ARDON SUBDIVISION BENJAMIN E LEEPER AND DANIELLE M LEEPER
- 3 LOT 2 OF ARDON SUBDIVISION RICHARD H GATES AND SALLY J GATES
- 4 LOT 3 OF ARDON SUBDIVISION MARY M CRUM, TRUSTEE OF MARY M CRUM FAMILY TRUST
- 5 LOT 4 OF ARDON SUBDIVISION DONALD L ZIMMER AND PATRICIA A ZIMMER, TRUSTEES OF THE DON AND PAT ZIMMER LIVING TRUST
- 6 LOT 12 OF ARDON SUBDIVISION PHILLIP L COOPER AND JILL A COOPER
- 7 LOT 1, BLOCK 3 OF GOSFIELD VILLAGE ADDITION NO 4 RIVER VALLEY BUILDERS, INC
- 8 LOT 2, & TRACT G, BLOCK 3 OF GOSFIELD VILLAGE ADDITION NO 4 402 LIMITED LIABILITY COMPANY
- 9 ARDON LANE IN ARDON SUBDIVISION CITY OF CASPER

R.79W. | R.78W.  
T.33N.

**INTERVENING POINTS OF DIVERSION**

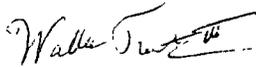
- ① HOMESTEAD DITCH, TERRITORIAL APPROPRIATION PROOF NO 987
- ② SHEPHERD RESERVOIR, PERMIT NO 6864R
- ③ SHULTE RESERVOIR SUPPLY PIPELINE, PERMIT NO 29919 AND TERRITORIAL PROOF NO 987 AND TERRITORIAL PROOF NO 989
- ④ SHULTE RESERVOIR, PERMIT NO 6863R AND ENLARGEMENT OF THE SCHULTE RESERVOIR, PERMIT NO 9371R

M:\Land 2014\Survey\_Dept\14-138 Elkhorn Valley Water Right\WEST ELKHORN PETITION MAP.mxd

APPROVAL AS TO FORM

I have reviewed the attached *Third Amended Petition for an Amended Land Description, Change of Point of Diversion and Means of Conveyance and Issuance of Certificate of Appropriation of Adams and Williams Appropriation Territorial Appropriation, Diverting From Elkhorn Creek through West Elkhorn Ditch*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: September 8, 2015



---

Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO. 15-258

A RESOLUTION CONSENTING TO THE THIRD AMENDED PETITION BY EAST ELKHORN RANCH, LLC AND PLATTE RIVER CROSSING, LLC TO THE STATE BOARD OF CONTROL AMENDING THE DESCRIPTION OF THE LAND TO BE SERVICED, CHANGING THE POINT OF DIVERSION AND MEANS OF CONVEYANCE, AND ISSUANCE OF A CERTIFICATE OF APPROPRIATION OF A PORTION OF THE ADAMS AND WILLIAMS WATER TERRITORIAL APPROPRIATION, 1885.

WHEREAS, East Elkhorn Ranch, LLC and Platte River Crossing, LLC are owners of land which have a portion of a water appropriation from a 1885 territorial water right; and,

WHEREAS, on November 18, 1987, the State Board of Control granted a petition from the Casper Country Club, Inc. to specifically describe and change the point of diversion of the portion of the 1885 territorial water right on lands owned by the Country Club; and,

WHEREAS, a clerical error in the 1987 Board of Control Order, granting the petition by the Casper Country Club, Inc., omitted a portion of the unaffected lands served by the 1885 territorial water right; and,

WHEREAS, the Casper City Council, on June 2, 2015, consented to an amendment to correct the error made in the 1987 State Board of Control (BOC) order; and,

WHEREAS, in August 2015 the State Board of Control granted the East Elkhorn Ranch, LLC and Platte River Crossing, LLC petition to correct the error made in the 1987 order; and,

WHEREAS, adjudication of water rights prior to statehood described lands served by the water right in a “blanket legal description” and not a specific description of lands served by the water right; and,

WHEREAS, the “blanket legal description” for lands serviced by the 1885 territorial water right included lands now inside Casper city limits; and,

WHEREAS, East Elkhorn Ranch, LLC and Platte River Crossing, LLC has submitted a third amended petition to the State Board of Control to amend the description of the land to be serviced, changing the point of diversion and means of conveyance, and issuance of a certificate of appropriation of a portion of the 1885 territorial water right; and,

WHEREAS, consent by the City for the Third Amended Petition is requested by East Elkhorn Ranch, LLC and Platte River Crossing, LLC; and,

WHEREAS, consenting by the City to the Third Amended Petition is in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute the Consent of the Third Amended Petition By East Elkhorn Ranch, LLC and Platte River Crossing, LLC to the State Board of Control to amend the description of the land to be serviced, changing the point of diversion and means of conveyance, and issuance of a certificate of appropriation of a portion of the 1885 Adams and Williams Water Territorial Appropriation.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

September 2, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
Jason Knopp, P.E., City Engineer *JK*  
Ethan Yonker, E.I.T., Associate Engineer *EY*

SUBJECT: Stuckenhoff Shooters Complex, Project No. 13-03

Recommendation:

That Council, by resolution, authorize a contract with Phipps Construction, LLC, for the Stuckenhoff Shooters Complex, Project No. 13-03, in the amount of \$176,350. Furthermore, it is recommended that Council authorize a construction contingency, in the amount of \$13,831.48, for a total project amount of \$190,181.48.

Summary:

On Tuesday, September 2, 2015, four (4) bids were received for the construction of an addition to the Stuckenhoff Shooters Complex. The bids were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>TOTAL BASE BID</u>
<b>Phipps Construction LLC</b>	<b>Glenrock, WY</b>	<b>\$176,350</b>
Haass Construction Co., Inc.	Casper, WY	\$187,870
Pope Construction, Inc.	Mills, WY	\$221,271
Caspar Building Systems, Inc.	Casper, WY	\$239,900

Hein|Bond Architects is under contract with the City for design and construction administration of this project. The engineer's estimated construction cost for the base bid was \$175,000. The total base bid includes the construction of an addition to the existing building to include restrooms, a new septic tank, septic pump tank, and septic drain field.

Staff recommends awarding the base bid amount of \$176,350 to Phipps Construction LLC for the Stuckenhoff Shooters Complex project.

Funding for this project will be from 1%#14 funds allocated to FY13 Stuckenhoff Public Restroom and Stuckenhoff Shooters Club's additional contribution of \$10,000. Substantial completion is scheduled for August 19, 2016.

A resolution is prepared for Council's consideration.

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR  
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Phipps Construction LLC, PO Box 1032, Glenrock, Wyoming 82637 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to build an addition to the Stuckenhoff Shooters Complex to include restrooms and a septic system and,

WHEREAS, Phipps Construction LLC, is able and willing to provide those services specified as the Stuckenhoff Shooters Complex, Project 13-03.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the STUCKENHOFF SHOOTERS COMPLEX, Project 13-03.

ARTICLE 2. ENGINEER.

The Project has been designed by Hein Bond Architects, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by August 19, 2016, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 2, 2016.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for

final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of One Hundred Seventy-Six Thousand Three Hundred Fifty Dollars (\$176,350.00). See Exhibit "A" – Bid Form.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Prior to payment of 50% of Total Contract Price progress payments will be made in an amount equal to 90% of the Work completed, and 90% of Invoice Cost of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 After payment of 50% of Total Contract Price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the Total Contract Price.
  - 5.1.3 In the event the Contractor makes only one application for payment upon completion of the entire project, the Owner shall withhold five percent (5%) of the Total Contract Price as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
  - 5.1.4 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item 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 agreement.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Exhibit "A" - Bid Form.
- 8.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.4 Addenda No. 0.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Notice of Award.
- 8.8 Notice to Proceed.
- 8.9 Minutes of the Pre-Bid Conference, if any.
- 8.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.12 General Requirements, consisting of six (6) sections.
- 8.13 Contract Drawings and Specifications with each sheet bearing the following general title:  

Stuckenhoff Shooters Complex
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The Owner 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. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:  
(STUCKENHOFF SHOOTERS COMPLEX, Project 13-03)

  
\_\_\_\_\_

CONTRACTOR:

Phipps Construction LLC  
PO Box 1032  
Glenrock, Wyoming 82637

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

V.H. McDonald  
Title: City Clerk

Charlie Powell  
Title: Mayor

Exhibit A

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper  
STUCKENHOFF SHOOTERS COMPLEX  
Project 13-03

THIS BID SUBMITTED TO: City of Casper  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by August 19, 2016, and completed and ready for final payment not later than September 2, 2016, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
  - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 176,350.00

TOTAL BASE BID, IN WORDS: One-hundred seventy-six thousand three-hundred fifty dollars DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
  - C. Copy of Certificate of Residency, if bidding as a resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Phieps Construction LLC  
P.O. Box 1032  
Glenrock, Wyo. 82637

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on Sept. 2, 2015.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Phipps Construction LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: Joseph Phipps - President (seal)  
Only member  
(Title) - Owner

(Seal)

Attest: Shirley Phipps

Business Address: P.O. Box 1032, Glenrock, WY-82637

Phone Number: 307-258-0558

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

RESOLUTION NO. 15-259

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
PHIPPS CONSTRUCTION LLC, FOR THE STUCKENHOFF  
SHOOTERS COMPLEX PROJECT

WHEREAS, the City of Casper desires to build an addition to the Stuckenhoff Shooters Complex; and,

WHEREAS, Phipps Construction LLC is able and willing to provide those services specified as the Stuckenhoff Shooters Complex, Project No. 13-03; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Dollars (\$10,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Phipps Construction LLC, for those services, in the amount of One Hundred Seventy-Six Thousand Three Hundred Fifty Dollars (\$176,350.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Seventy-Six Thousand Three Hundred Fifty Dollars (\$176,350.00) and Thirteen Thousand Eight Hundred and Thirty-One and 48/100 Dollars (\$13,831.48) for a construction contingency account, for a total price of One Hundred Ninety Thousand One Hundred Eighty-One and 48/100 Dollars (\$190,181.48).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Dollars (\$10,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



---

ATTEST:

---

V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Charlie Powell  
Mayor

September 3, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director   
Jolene Martinez, Special Projects Analyst

SUBJECT: Agreement with Shamrock Environmental Corporation   
Wyoming Boulevard/Water Treatment Plant Reach  
North Platte River Restoration Project

Recommendation:

That Council, by resolution, authorize an agreement with Shamrock Environmental Corporation for the Wyoming Boulevard/Water Treatment Plant Reach North Platte River Restoration Project, No. 15-33, for the base bid amount of \$2,548,575.00, along with the alternate bid item in the amount of \$68,400.00, for a total price of \$2,616,975.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$133,025.00, for a total project amount of \$2,750,000.00.

Summary:

On Thursday, September 3, 2015, two (2) bids were received from contractors for bank stabilization, removal of rip/rap concrete, development of wetlands, and replanting the riparian zone with native vegetation along the North Platte River adjacent Wyoming Boulevard and the Water Treatment Plant. An alternate bid item was considered to pave an adjacent created pathway with concrete rather than leaving it gravel.

The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Shamrock Environmental Corp.</b>	<b>Browns Summit, North Carolina</b>	<b>\$2,548,575.00</b>
River Works, Inc.	Raleigh, North Carolina	\$3,595,301.00

The estimate prepared by the City's consultant, Stantec, including the alternate, was \$3,098,279.84, with the low bid received at \$2,548,575.00. Adding the bid alternate for \$68,400.00 and construction contingency amount of \$133,025.00 brings the total contract amount to \$2,750,000.00.

Funding for this project will be from a Wyoming Wildlife and Natural Resource Trust Grant, County Wide Consensus Funds, and unallocated 1%#14 funds.

A resolution is prepared for Council's consideration.

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Shamrock Environmental Corporation, 6106 Corporate Park Drive, Browns Summit, North Carolina 27214 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to restore the North Platte River adjacent Wyoming Boulevard; and,

WHEREAS, Shamrock Environmental Corporation is able and willing to provide those services specified as the **Wyoming Boulevard/Water Treatment Plant Reach North Platte River Restoration, Project No. 15-33.**

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, **Wyoming Boulevard/Water Treatment Plant North Platte River Restoration, Project No. 15-33.**

ARTICLE 2. ENGINEER.

The Project has been designed by Stantec Consulting Services, Inc., 2950 East Harmony Road, Suite 290, Fort Collins, Colorado 80528, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by December 15, 2016, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by December 31, 2016.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One

Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Million Six Hundred Sixteen Thousand Nine Hundred Seventy-Five Dollars (\$2,216,975), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages 11 through 14, Bid Form and page 15 through 16, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Requirements. Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item 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 agreement.

5.1.1 Prior to payment of fifty percent (50%) of the total contract price progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, less in each case the aggregate of payments previously made.

5.1.2 After payment of fifty percent (50%) of the total contract price has been made, Owner shall withhold such amounts necessary so the total retainage is equal to five percent (5%) of the total contract price.

5.1.3 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$25,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form.
- 8.4 Addenda No. 1-4.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of six (6) sections.
- 8.10 Special Provisions (Section 01810, and SS-1 to SS-10, inclusive).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

8.16 Notice of Substantial Completion.

8.17 Drawings: “Wyoming Boulevard/Water Treatment Plant Reach North Platte River Restoration, Project No. 15-33”.

#### ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The Owner 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. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

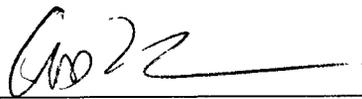
#### ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(Wyoming Boulevard/Water Treatment Plant Reach North Platte River Restoration, Project 15-33)

  
\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

V.H. McDonald

Title: City Clerk

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

Charlie Powell

Title: Mayor

**BID DOCUMENTS FOR  
WYOMING BOULEVARD/WATER TREATMENT PLANT REACH  
NORTH PLATTE RIVER RESTORATION PROJECT**

**3.1 BID FORM**

EXHIBIT "A"  
STANDARD  
BID FORM

(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION:

City of Casper

Wyoming Boulevard/Water Treatment Plant Reach  
North Platte River Restoration, Project 15-33

THIS BID SUBMITTED TO:

City of Casper  
200 North David Street  
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by December 15, 2016, and completed and ready for final payment not later than December 31, 2016, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. _____	1	Dated	<u>8/18/15</u>
Addendum No. _____	2	Dated	<u>8/18/15</u>
Addendum No. _____	3	Dated	<u>8/31/15</u>
Addendum No. _____	4	Dated	<u>9/01/15</u>

- B. Bidder has examined the site and locality where the work is to be performed, the

**BID DOCUMENTS FOR  
WYOMING BOULEVARD/WATER TREATMENT PLANT REACH  
NORTH PLATTE RIVER RESTORATION PROJECT**

federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$2,548,575.00

TOTAL BASE BID, IN WORDS: Two Million, Five Hundred Forty-Eight Thousand, Five Hundred Seventy-Five and Zero Cents DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Robert Dukes  
Shamrock Environmental Corporation  
6106 Corporate Park Drive  
Browns Summit, NC 27214 800-881-1098

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on September 2, 2015.

**BID DOCUMENTS FOR  
WYOMING BOULEVARD/WATER TREATMENT PLANT REACH  
NORTH PLATTE RIVER RESTORATION PROJECT**

Bidder is bidding as a Non-Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL NOT APPLICABLE

By: \_\_\_\_\_

(seal) (Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP NOT APPLICABLE

By: \_\_\_\_\_

(seal) (Firm's Name)

\_\_\_\_\_

(General Partner)

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Shamrock Environmental Corporation

(seal) (Corporation's or Limited Liability Company's Name)

North Carolina

\_\_\_\_\_

(State of Incorporation or Organization)



**BID DOCUMENTS FOR  
WYOMING BOULEVARD/WATER TREATMENT PLANT REACH  
NORTH PLATTE RIVER RESTORATION PROJECT**

**3.2 BID SCHEDULE**

**Table 3-1 Quantities for Wyoming Boulevard/Water Treatment Plant Reach North Platte River Restoration Project – Base Bid**

Base Bid Item	Item Description	Estimated Quantity	Unit	Unit Bid Price	Bid Amount
18.1	Mobilization	1	LS	\$ ---	355,018.00
18.2	Construction Staking and Layout	1	LS	\$ ---	62,460.00
18.3	Potholing	1	LS	\$ ---	17,079.00
19.2.1	Channel Excavation (cut)	108,340	CY	\$ 8.20	888,388.00
19.2.2	Channel Fill	107,960	CY	\$ 3.50	377,860.00
19.4	Clearing and Grubbing	13.5	AC	\$ 3,830.00	51,705.00
19.5	Debris Removal	1	LS	\$ ---	77,158.00
19.6	Utility Pole Removal	1	LS	\$ ---	1,178.00
20.1a	Select Material	620	TON	\$ 51.10	31,682.00
20.1b	Boulder	725	TON	\$ 82.00	59,450.00
20.1c	Riprap	50	TON	\$ 55.30	2,765.00
20.2	Woody Debris Toe Protection Structure	1,240	LF	\$ 166.10	205,964.00
21.1	Temporary Construction Entrance	1.0	EA	\$ 3,645.00	3,645.00
21.2	Temporary Silt Fence	1,600	LF	\$ 4.40	7,040.00
21.4	Coir Fiber Matting	21,520	SY	\$ 10.00	215,200.00
22.1a	18-in RCP	80	LF	\$ 121.80	9,744.00
22.1b	24-in RCP	30	LF	\$ 129.50	3,885.00
22.1c	30-in RCP	30	LF	\$ 175.20	5,256.00
22.2	24-in Ductile Iron Pipe	160	LF	\$ 211.30	33,808.00
22.3	Pipe Removal	1	LS	\$ ---	9,424.00
23.1	Trailway	1	LS	\$ ---	14,520.00
24.1	Sidewalk	615	LF	\$ No Bid	No Bid
25.2	Russian Olive Control and Removal (~40 trees)	1	LS	\$ ---	3,735.00
25.3	Temporary/Supplemental Seeding	13.5	AC	\$ 780.00	10,530.00
25.4a	Riparian Seed Mix	8	AC	\$ 4,074.00	32,592.00
25.4b	Upland Seed Mix	6	AC	\$ 2,456.00	14,736.00
25.4c	Wetland Seed Mix	2	AC	\$ 4,145.00	8,290.00
25.6	Live Staking	5,520	EA	\$ 2.50	13,800.00
25.7	Container-Grown and/or Balled and Burlapped (B&B) Plant	162	EA	\$ 57.00	9,234.00
25.8	Bare Root Tree	1,380	EA	\$ 8.80	12,144.00
26.1	As-Built Survey	1	LS	\$ ---	10,285.00

**Total Base Bid Estimate \$2,548,575.00**

**BID DOCUMENTS FOR  
 WYOMING BOULEVARD/WATER TREATMENT PLANT REACH  
 NORTH PLATTE RIVER RESTORATION PROJECT**

**Table 3-2 Quantities for Wyoming Boulevard/Water Treatment Plant Reach North Platte River Restoration Project – Alternative Bid**

Alternate Bid Item	Item Description	Estimated Quantity	Unit	Unit Bid Price	Bid Amount
23.1a	Concrete on Trailway ( <b>alternate bid item</b> )	1,520	LF	\$ 45.00	68,400.00
				<b>Total Alternate Bid Estimate</b>	<b>\$68,400.00</b>

RESOLUTION NO. 15-260

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SHAMROCK ENVIRONMENTAL CORPORATION FOR THE WYOMING BOULEVARD/WATER TREATMENT PLANT REACH NORTH PLATTE RIVER RESTORATION PROJECT NO. 15-33.

WHEREAS, the City of Casper desires to stabilize the banks of the North Platte River, remove rip/rap concrete, develop wetlands, and replant the riparian zone with native vegetation adjacent Wyoming Boulevard and Water Treatment Plant; and,

WHEREAS, Shamrock Environmental Corporation is able and willing to provide those services specified as the Wyoming Boulevard/Water Treatment Plant Reach North Platte River Restoration Project No. 15-33; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Twenty Thousand Dollars (\$20,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

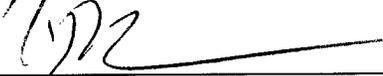
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Shamrock Environmental Corporation for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Million Six Hundred Sixteen Thousand Nine Hundred Seventy-Five Dollars (\$2,616,975.00), and One Hundred Thirty-Three Thousand Twenty-Five Dollars (\$133,025.00) for a construction contingency account, for a total price of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Twenty Thousand Dollars (\$20,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

September 3, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: Andrew Beamer, Public Services Director  
Pete Meyers, Assistant Public Services Director  
SUBJECT: Grant Application to Support K Street Improvements



Recommendation:

That Council, by Resolution, authorize the submission and acceptance of a Mineral Royalties Grant application to the State Loan and Investment Board, in the amount of Two Million Fifty One Thousand Two Hundred and Twenty Five dollars (\$2,051,225).

Summary:

The Mineral Royalties Grant (MRG) program awards funding every year to support capital investments in Wyoming’s infrastructure and emergency management systems. Grants are competitive and require a local match that is dependent on the county of origin; in Natrona County, the local match is 50%. Grants for infrastructure can be used for many purposes, including water line replacement, sewer line replacement, and street repairs. Awards are decided by the State Loan and Investment Board (SLIB), which has five voting members: the Governor, Secretary of State, State Auditor, State Treasurer, and Superintendent of Public Instruction.

This application will request funding to support the renovation and reconstruction of K Street. The surface of K Street is in very bad condition; pavement management ratings identified it as one of the worst arterial streets in Casper. K Street also lacks adequate sidewalks, with no sidewalks at all along much of its southern edge. The water lines beneath K Street are more than sixty years old, and these lines are made of unlined cast iron, which allows them to rust internally. The sewer lines are also very old, internal deposits have begun to restrict sewerage flows, and their clay construction is prone to breaking when soils shift or settle.

The total cost of the project is estimated to be \$4,102,450, which is broken out as follows:

	Water Lines, Valves, and Hydrants	Sanitary Sewer Mains and Manholes	Streets, Sidewalks, and Stormwater	Total
Construction	\$ 912,710	\$ 639,160	\$ 2,046,750	\$ 3,598,620
Engineering	\$ 45,640	\$ 31,960	\$ 102,340	\$ 179,940
Materials Testing	\$ 36,510	\$ 25,570	\$ 81,870	\$ 143,950
Contingency	\$ 45,640	\$ 31,960	\$ 102,340	\$ 179,940
<b>Total Project Cost</b>	<b>\$ 1,040,500</b>	<b>\$ 728,650</b>	<b>\$ 2,333,300</b>	<b>\$ 4,102,450</b>
<i>City Local Match (50%)</i>	<i>\$ 520,250</i>	<i>\$ 364,325</i>	<i>\$ 1,166,650</i>	<i>\$ 2,051,225</i>

This is an extraordinarily large project by City of Casper standards, and MRG Grants require a 50% local match.

Funding sources for the City local match are as follows:

- \$520,250 from Water Fund Reserves and Current Revenues
- \$364,325 from Sewer Fund Reserves and Current Revenues
- \$520,093 from Optional Once Cent #14 Funds allocated to Streets
- \$646,557 from Optional One Cent #15 Funds allocated to Streets

The grant application must be submitted by September 17, 2015. Grant awards will be announced in February 2016.

A resolution is prepared for Council's consideration.

RESOLUTION NO. 15-261

A RESOLUTION AUTHORIZING THE APPLICATION FOR, AND ACCEPTANCE OF, A MINERAL ROYALTIES GRANT FROM THE STATE LOAN AND INVESTMENT BOARD FOR THE "K" STREET IMPROVEMENT PROJECT.

WHEREAS, the City of Casper desires to make improvements to "K" Street, including its surface, sidewalks, sanitary sewers, storm sewers, and watermains; and,

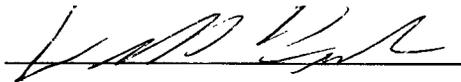
WHEREAS, the Mineral Royalties Grant program exists to provide funding to Wyoming local governments for the funding of public safety and infrastructure projects; and,

WHEREAS, a grant application has been prepared to request said funding.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to sign a Mineral Royalties Grant application in the amount of Two Million Fifty-One Thousand Two Hundred Twenty-Five Dollars (\$2,051,225).

PASSED APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

August 20, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Jim Wetzel, Chief of Police

SUBJECT: Agreement for Purchase and Installation of Equipment in Police Vehicles



Recommendation:

That Council, by resolution, authorize an agreement with Communication Technologies (“ComTech”) in the amount of Thirty Six Thousand, Seven Hundred Twenty-Five Dollars (\$36,725.00) for the purchase and installation of equipment in five (5) new 2016 Ford Interceptor SUVs.

Summary:

The agreement provides for the purchase and installation of the required lighting, communication, and power equipment to match the existing fleet. Communication Technologies, Inc. represents that it is ready, willing, and able to provide the equipment and professional services to the City as required.

Funding for this purchase will come from Optional 1%#15 Funds.

The contract with ComTech is provided.

A resolution has been prepared for Council’s consideration.

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 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. Communication Technologies, Inc., 189 Progress Circle, Mills, Wyoming, 82644 ("Contractor").

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

### RECITALS

- A. The City is undertaking the purchase of five (5) new 2016 Ford Interceptor SUVs that must be equipped for use as marked SUVs.
- B. The project requires professional services for the purchase and installation of the required equipment to match the existing fleet.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- Provide and install all items listed in Attachment A, along with any items provided by the City, to be installed on five (5) above mentioned vehicles.
- All work will be done in a workmanlike manner according to standard practices.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed within a period which may reasonably be required for the completion of the project, including extra work and required extension thereof, but no later than fourteen (14) days after the delivery of the last vehicle by City.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed Thirty Six Thousand, Seven Hundred Twenty-Five Dollars (\$36,725.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

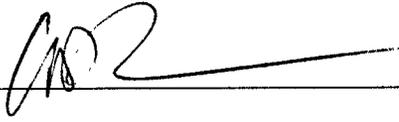
6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

WITNESS:

COMMUNICATION TECHNOLOGIES, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. **TERMINATION OF CONTRACT:**

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

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

2. **CHANGES:**

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

3. **ASSIGNABILITY:**

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

4. **AUDIT:**

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

## ATTACHMENT A

### Communication Technologies 189 Progress Circle, Mills, WY 82644

Part Number	Description	Quantity	Price	Total
<b>D&amp;R</b>				
906-0191A	LT6600 Mounting Kit for a Ford Interceptor	5	125	\$ 625.00
906-0120B	Coban Side Mount for a VMDT in Vehicle Computer System for Ford Interceptor	5	425	\$2,125.00
<b>Lighting</b>				
X1RWB	Hide A Light LED Red/White/Blue	10	116	\$1,160.00
ELUC2S010W	LED White Insert	10	85	\$ 850.00
SD24R	Surface Mount Red LED	5	106	\$ 530.00
SD24B	Surface Mount Blue LED	5	106	\$ 530.00
CA-0129	LED Map Light Red/White	5	95	\$ 475.00
ENT2B3R	Mirror Lights Red/white	5	171	\$ 855.00
ENT2B3B	Mirror Lights Blue	5	171	\$ 855.00
ENFSGS4BRW	nForce Single Ghost Light Red/Blue/White	10	139	\$1,390.00
ENFSSS4BRW	nForce Single Surface Mount Ghost Light Red/Blue/White	10	139	\$1,390.00
ETULT12W	Utility Light/ switch 20493	5	63	\$ 315.00
<b>Antenna</b>				
488756	Laird Technologies - 806-866 Phantom Antenna, Black	5	43.6	\$ 218.00
307611	Larsen - 698-960/1710-2500 MHz Shadow NMO Transit Ant, Bk	5	36	\$ 180.00
<b>Coax</b>				
90942	Larsen - NMO 3/4" mount, No conn.	10	17.4	\$ 174.00
453440	Larsen - 0-6000MHz, 3/4" Mount, RG58/U, FME-F	5	21.6	\$ 108.00
<b>Relay/Breaker</b>				
361057	Bosch/TYCO - Relay, SPDT 12Volt/50AMP with mounting tabs/ Gunlocks	10	10	\$ 100.00
MROB150	150 AMP Resettable Breaker	6	30	\$ 180.00
1EZ99	Break Cut Outs 14 Pin Relay	5	45	\$ 225.00

46096	FUSE MODULE	5	22.5	\$ 112.50
	<b>MISC. PARTS</b>			
Misc	Opticom Bracket	5	35	\$ 175.00
PDU-09	Power Distribution Unit	5	275	\$1,375.00
Mag Mic	Mic. Clips	5	44	\$ 220.00
ETSS100D	100D Series Speaker	5	191.5	\$ 957.50
Custom Wire Harness	Custom Designed Wire Harness	5	225	\$1,125.00
Pre-Wire	Pre-Wire Secondary Battery	5	45	\$ 225.00
INSTALL	INSTALLATION	5	4000	\$ 20,000.00
Shipping	SHIPPING OF ALL EQUIPMENT LISTED	5	50	\$ 250.00
		<b>Total Amount</b>		<b>\$36,725.00</b>

RESOLUTION NO. 15-262

A RESOLUTION AUTHORIZING AN AGREEMENT WITH COMMUNICATION TECHNOLOGIES, INC. FOR THE INSTALLATION OF EQUIPMENT IN NEW POLICE VEHICLES

WHEREAS, the Casper Police Department is undertaking the purchase of five (5) new 2016 Ford Interceptor SUVs that must be equipped for use as marked SUVs; and

WHEREAS, the project requires professional services for the purchase and installation of the required equipment to match the existing fleet. Communication Technologies, Inc. represents that it is ready, willing, and able to provide the professional services to the City as required.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Communication Technologies, Inc. for the installation of equipment in the new police vehicles.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make payment for services under the contract, in an amount not to exceed Thirty Six Thousand, Seven Hundred Twenty-Five Dollars (\$36,725.00).

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

September 4, 2015

MEMO TO: John C. Patterson, City Manager  
FROM: Tracey Belser, Human Resources Director   
SUBJECT: Delta Dental

Recommendation:

That Council, by resolution, authorize an Administrative Service Contract between Delta Dental and the City of Casper for professional administrative services for dental coverage for the City.

Summary:

Delta Dental provides administration of services related to the City's Dental Plan. The City has been provided professional services by Delta Dental since July 15, 2008. Services provided include processing claims administration (receipt and payment), and utilization review of claims/services. The new premium rate is \$3.35 per employee which is 3% increase from the previous contract period.

A resolution has been prepared for Council's consideration.

**DELTA DENTAL PLAN OF WYOMING  
A WYOMING NON-PROFIT CORPORATION  
D.B.A. DELTA DENTAL OF WYOMING**

(A Non-Profit Corporation Incorporated in Wyoming and a member of the Delta Dental Plans Association)

6234 Yellowstone Rd, Cheyenne, WY 82009

(Herein called Delta Dental)

**ADMINISTRATIVE SERVICES CONTRACT**

IN CONSIDERATION of the application made by City of Casper, herein called City of Casper, and IN CONSIDERATION of payment by the APPLICANT of the premiums as herein provided, Delta Dental hereby agrees to provide the benefits described herein for the period January 1, 2016 (herein called the effective date) through December 31, 2016 and from year to year thereafter, unless this Contract is terminated as provided herein. Premiums are payable by Applicant as provided herein. This Contract is issued and delivered in the State of Wyoming, is governed by the laws thereof and is subject to the terms and conditions recited on the subsequent pages hereof, which are a part of this Contract as fully as if recited over the signatures hereto affixed.

IN WITNESS HEREOF, Delta Dental has caused this Contract to be signed this 2<sup>nd</sup> day of September, 2015.

CITY OF CASPER

DELTA DENTAL OF WYOMING

By: \_\_\_\_\_

By: Kerry R. Hall

\_\_\_\_\_  
Title

Pres./CEO  
Title

**DELTA DENTAL OF WYOMING  
CONTRACT**

**ARTICLE I – DEFINITIONS**

For the purpose of this Contract, the following definitions shall apply:

- 1.01 “Alternate benefit/Optional benefit” is a provision in a dental plan contract that allows the third-party payer to determine the benefit based on an alternative procedure that is generally less expensive than the one provided or proposed.
- 1.02 “Amalgam” is a silver material used to fill cavities that is placed on the tooth surface (that is used for chewing) because it is a particularly durable material.
- 1.03 “Annual Maximum Benefit” means the maximum benefit each member is eligible to receive for covered services in a covered year. This amount is shown in Appendix A and on the Summary of Benefits sheet.
- 1.04 "Applicant" wherever used in this Contract means City of Casper, hereinafter referred to as "City of Casper."
- 1.05 “Approved amount” is the total amount that the dentist is permitted to collect as payment in full for the specified service. It includes the dental benefit plan’s payment as well as the patient’s deductible and/or co-insurance.
- 1.06 "Benefits" means those dental services which are available under the terms of this Contract as specified in the attached Appendix A which is incorporated herein by reference.
- 1.07 “Benefit Handbook” and Summary of Benefits are issued to a covered person insured through the Group. The benefit handbook outlines the benefits provided.
- 1.08 “Caries” is a term that is used for tooth decay.
- 1.09 “COBRA” or Consolidated Omnibus Budget Reconciliation Act is a law that requires certain employers to offer continued health insurance coverage to eligible employees and/or their dependents who have had their health insurance coverage terminated.
- 1.10 “Co-insurance” means the percentage of the maximum plan allowance (MPA) paid by the covered person for a specific benefit each time such benefit is provided under this contract, subject to the coverage percentage.
- 1.11 “Completion date” is the date a procedure is completed. It is the insertion date for dentures and partial dentures. It is the cementation date (regardless of the type of cement used) for inlays, onlays, crowns, and fixed bridges.
- 1.12 “Composite” is a white resin material used to fill cavities which has less durability, thus it is placed on non-stress bearing surfaces of front teeth because the color more closely resembles the natural tooth than does the color of amalgam.
- 1.13 “Coverage percentage” means the percentage of the maximum plan allowance paid by Delta Dental for a specific benefit, as specified in the summary of benefits.
- 1.14 "Contract" means this agreement between Delta Dental and Applicant including the Application of the Applicant for this Contract and the attached appendices, endorsements and riders, if any. This Contract constitutes the entire Contract between the parties.
- 1.15 "Contract Term" means the period commencing on the Effective Date and terminating on December 31, 2016, and each yearly period thereafter.
- 1.16 "Contract Year" means the twelve (12) month period commencing on the Effective Date and each yearly period thereafter.
- 1.17 “Co-payment” is a fixed dollar amount paid each time certain covered services are received.
- 1.18 “Crown” is the artificial covering of a tooth with metal, porcelain or porcelain fused to metal and covers teeth that are weakened by decay or severely damaged or chipped.

- 1.19 “Debridement” is the removal of subgingival and/or supragingival plaque and calculus in order to complete an oral evaluation.
- 1.20 “Deductible” means the specified dollar amount that a covered person is required to pay each contract term before Delta Dental will pay for benefits as specified in the summary of benefits and Appendix A.
- 1.21 "Delta Dental" means Delta Dental Plan of Wyoming, a non-profit dental service corporation, d.b.a. Delta Dental of Wyoming, acting for itself.
- 1.22 "Dentist" means a duly licensed dentist legally entitled to practice dentistry at the time and in the place services are performed.
- 1.23 “Dentures” (complete/partial) replace missing permanent teeth with a removable set of artificial teeth.
- 1.24 “Dependents” are a subscriber’s lawful spouse, and children including step and adopted children.
- 1.25 "Eligible Employee" means any employee who meets the conditions of eligibility outlined in Appendix B of this Contract.
- 1.26 "Eligible Dependent" means any of the dependents of an Employee, if dependents are eligible for benefits hereunder in accordance with the conditions of eligibility outlined in Appendix B of this Contract.
- 1.27 "Eligible Person" means an employee or a dependent who meets the conditions of eligibility outlined in Appendix B of this Contract.
- 1.28 "Eligibility Date" means the date an Employee's eligibility for benefits becomes effective under the terms of this Contract.
- 1.29 “Endodontist” is a dentist who specializes in diseases of the tooth pulp, performing such services as root canals.
- 1.30 “Exclusion” is a dental service or procedure not covered by a dental program.
- 1.31 “Explanation of benefits” is a statement sheet that explains how your claim was processed, payment by Delta Dental, your responsibility, and other pertinent information.
- 1.32 “Fluoride” is a chemical compound that prevents cavities and makes the tooth surface stronger so that teeth can resist decay.
- 1.33 “General anesthesia” is a patient induced state of unconsciousness determined by the provider to complete treatment.
- 1.34 “General dentist” is a dentist who provides a full range of dental services for the entire family.
- 1.35 “Grievance” means any dissatisfaction with the administration, claims practices or provision of services by Delta Dental that is expressed in writing by or on behalf of an eligible person.
- 1.36 “Group” means the employer, association, union or other organization contracting with Delta Dental to provide benefits to its eligible employees or members and/or their dependents if applicable.
- 1.37 “Health Insurance Portability and Accountability Act of 1996” is a federal law that requires all health plans, including health care clearinghouses and any dentist who transmits health information in an electronic transaction, to use a standard format. Providers’ paper transactions are not subject to this requirement.
- 1.38 “ID number” is the unique number assigned by the administrator of your dental plan or the Social Security number of the primary subscriber.
- 1.39 “Implant” is a material inserted or grafted into tissue. Dental implant is a device specially designed to be placed surgically within or on the mandibular or maxillary bone as a means of providing dental replacement.

- 1.40 "Initial Enrollment Period" means the initial period of time, as determined by the group and Delta Dental, during which eligible employees may enroll eligible persons.
- 1.41 "Late enrollee" is a subscriber or dependent that does not enroll in the plan when initially eligible.
- 1.42 "Limitations" are restricting conditions - such as age, period of time covered, and waiting periods - under which a group or individual is insured.
- 1.43 "Maximum Plan Allowance" means the amount that Delta Dental will pay for a service, supply or dental procedure.
- 1.44 "Medically Necessary Orthodontia" means orthodontic services to help correct severe handicapping malocclusions caused by cranio-facial orthopedic deformities involving the teeth.
- 1.45 "Non-Participating Dentist" means a licensed dentist who has not entered into a written agreement with Delta Dental and is not a participating dentist.
- 1.46 "Open Enrollment Period" means an enrollment period after the initial enrollment period during which eligible persons may apply to become covered persons and existing covered persons may apply to change to another coverage option, if available, or elect to terminate coverage.
- 1.47 "Oral surgeon" is a dentist who removes teeth, including impacted wisdom teeth, repairs fractures of the jaw and other damage to the bone structure around the mouth.
- 1.48 "Orthodontics" is the correction of misaligned teeth and jaw or the straightening of teeth. Also called braces.
- 1.49 "Orthodontist" is a dentist who corrects misaligned teeth and jaws, usually by applying braces.
- 1.50 "Out of Pocket Costs" means deductibles and co-insurance which the covered person is responsible to pay.
- 1.51 "Participating Dentist" means a licensed dentist who has agreed to render services in accordance with terms and conditions established by Delta Dental and has satisfied Delta Dental that he is in compliance with such terms and conditions.
- 1.52 "Pediatric dentist" is a dentist who generally limits his/her practice to children and teenagers. Also known as a Pedodontist.
- 1.53 "Periodontist" is a dentist who treats diseases of the gums.
- 1.54 "Periodontal scaling/root planing" is the removal of hard deposits, with metal scalers and curettes, on the root surfaces. The intent is to remove the diseased elements of the root surface, thereby permitting healing and potential reduction in depth of the periodontal pocket.
- 1.55 "Preauthorization" is the process by which Delta Dental determines if a procedure or treatment is a referable Benefit under the Enrollee's plan.
- 1.56 "Premium" means amounts payable monthly by Applicant as provided in Article III, Paragraph 3.01.
- 1.57 "Prevailing Fee" means the most commonly charged fee for a particular procedure in the geographic area or population center where covered dental services are provided, so long as it is not less than the average fee for such procedure. Such "Prevailing Fees" shall be kept current through analysis of fee data not less frequently than once every twelve (12) months.
- 1.58 "Primary insurance" is the insurance carrier or third party payee that pays for services rendered to a covered person before any other carriers would.
- 1.59 "Prophylaxis" is a professional cleaning to remove plaque, tartar (calculus), and stain from teeth to help prevent dental disease.
- 1.60 "Pulpotomy" is a partial removal of the pulp.

- 1.61 “Radiograph” is the photographic representation of opaque objects produced by the action of ionizing radiation upon sensitized plate or film. Also known as an x-ray.
- 1.62 “Root canal therapy” is the treatment of a tooth having a damaged pulp; usually performed by completely removing the pulp, sterilizing the pulp chamber and root canals, and filling these spaces with inert sealing material.
- 1.63 “Sealant” is a thin plastic material used to cover the biting surface of a tooth to prevent tooth decay.
- 1.64 “Secondary insurance” is the insurance carrier or third party payee that would process its payment for a claim after a primary carrier made payment, and make any additional payments as necessary.
- 1.65 "Single Procedure" means a dental procedure to which a separate procedure number has been assigned. (See Article X Procedure Codes and Nomenclature of this Contract.)
- 1.66 “Space maintainer” is a mechanical or prosthetic device used to prevent the drifting of teeth in an area where there has been premature loss of a tooth or teeth.
- 1.67 “Special Enrollment Period” means the 30 day period of time after each of the following events during which an eligible employee can enroll eligible persons under this contract:
- (a) A change in family status (marriage, divorce, legal separation, birth of a natural born child, adoption of a child or placement for adoption of a child) after the effective date of the policy;
  - (b) A loss of other coverage under another group plan;
  - (c) COBRA exhaustion;
  - (d) Loss of coverage under the eligible employee’s alternate plan;
  - (e) Termination of Medicaid coverage or the Children’s Health Insurance Program (CHIP) coverage as a result of loss of eligibility;
- 1.68 “Subscriber” means an eligible employee or member of the group who (a) has completed and signed the documents necessary for coverage under the contract, (b) has been accepted by Delta Dental as a subscriber, and (c) for whom the appropriate premium has been paid.
- 1.69 “Summary of Benefits” is a listing of the specific benefits and benefit limitations for dental benefits provided under the terms of this contract. The summary of benefits is included in the benefits handbook.
- 1.70 “Treatment plan” is a written report prepared by a dentist showing the dentist's recommended treatment of any dental disease, defect, or injury.
- 1.71 “Waiting Period” means a period of time defined by the dental contract before benefits are covered.
- 1.72 “Wisdom tooth” is the adult molar tooth, also called a third molar that is furthest back in the mouth. There are four third molars, two in the lower jaw and two in the upper jaw, one on each side.
- 1.73 “X-ray” is an image used for diagnosing oral health conditions that is produced by projecting small amounts of radiation on photographic film. Also called a radiograph.
- 1.74 Each of the words in the term "usual, customary and reasonable" as used herein shall have the following meanings:
- USUAL - A "Usual" fee is that fee usually charged for a given service by an individual dentist to all his private patients, i.e., his own usual fee.
- CUSTOMARY - A fee is "Customary" when it is within the range of usual fees charged by dentists of similar training and experience for the same service within that same specific and limited geographic area, as determined by Delta Dental.

REASONABLE - A fee is "Reasonable" when it meets the above two criteria and when it is justifiable considering the special circumstances of the particular case involved.

## **ARTICLE II – ELIGIBILITY**

Every employee (and dependent, if applicable) who meets the conditions of eligibility set forth in Appendix B attached hereto and incorporated herein by reference shall be considered an "Eligible Person."

## **ARTICLE III – MONTHLY PAYMENT**

3.01 The monthly premium required by City of Casper to be made to Delta Dental shall be the sum of the following:

- A. The total amount of claim payments made for covered dental services during the calendar month; and
- B. An administrative fee of \$3.35 PER SUBSCRIBER PER MONTH as compensation for administration of the dental program.

The rates in this Contract are guaranteed for one (1) year from the original date of the contract.

3.02 Payment shall be made for both claims paid and the monthly per participant administrative fee within five (5) business days of notification of the amount of such claims and fee by Delta Dental to City of Casper. Such notifications shall be given by mail as soon after the middle of the month and the end of each month as is practicable for Delta Dental.

3.03 In the event of Agreement termination or non-renewal, Delta Dental will continue to make payments for dental services performed prior to the termination date but paid by Delta Dental after the termination date plus an administrative fee of \$9.00 per claim, provided such bills are presented to City of Casper within one (1) year of the termination date of the Agreement.

3.04 The per subscriber per month administrative fee by Applicant under this Contract is based upon:

475\* Total Number of Employees

\*approximate

These numbers may change on a month to month basis with additions and deletions to be provided promptly by the administrative offices of City of Casper.

## **ARTICLE IV – BENEFITS PROVIDED, LIMITATIONS AND EXCLUSIONS**

Benefits under this Contract shall be determined in accordance with the Description of Allowable Benefits, attached hereto as Appendix A subject to the Limitations and Exclusions thereof.

## **ARTICLE V – COORDINATION OF BENEFITS**

5.01 Benefits subject to this Article. All of the benefits provided under this Contract are subject to this Article.

5.02 Definitions:

- A. "Program" means any contract providing benefits or services for or by reason of dental care or treatment; which benefits or services are provided by or through:
  - 1. any group service, or group prepayment plan, or group practice or any group, or blanket insurance coverage; or
  - 2. coverage under labor-management trusted programs, union welfare programs, employer or employee benefit organization program; or
  - 3. any governmental program, or coverage provided by any statute (other than Title XIX or the Social Security Act.)

The term "Program" shall be construed separately with respect to each policy, contract or other arrangement for benefits or services and separately with respect

to that portion of any such policy, contract, or other arrangement which reserves the right to take the benefits or services of other plans into consideration in determining its benefits and that portion which does not.

- B. "This Program" shall mean this entire Contract and all benefits hereunder.
- C. "Allowable Benefits" means any necessary, reasonable and customary item of expense, at least a portion of which is covered under at least one of the Programs covering the person for whom claim is made or service provided.
  - 1. When a Program provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an allowable benefit and a benefit paid.
- D. "Claim Determination Period" means a calendar year.
- E. "Dependent" means, with respect to any other Program, any person who qualified as a dependent under such Program.

5.03 Effect on Benefits

- A. This article shall apply in determining the benefits as to a person covered under this Contract for any Claim Determination Period if, for the Allowable Benefits provided as to such person during such period, the sum of (i) the benefits that would be payable under this Program in the absence of this provision, and (ii) the benefits that would be payable under all other Programs in the absence therein of contractual terms of similar purpose to this provision would exceed such Allowable Benefits.
- B. As to any Claim Determination Period with respect to which this article is applicable, the benefits that would be payable under this Program in the absence of this provision for the Allowable Period shall be reduced to the extent necessary so that the sum of benefits under all other Programs, except as provided in subparagraph (C) of this paragraph (5.03) shall not exceed the total of such Allowable Benefits. Benefits payable under another Program include the benefits that would have been payable had a claim been duly made for those benefits.
- C. If, (i) another Program which is described in subparagraph (B) of this paragraph (5.03) and which contains a provision coordinating its benefits with those of this Program would, according to its rules, determine its benefits after the benefits of this Program have been determined, and (ii) the rules set forth in Subparagraph (D) of this paragraph (5.03) would require this Contract to determine its benefits before such other Program, then the benefits of such other Program will be ignored for the purpose of determining the benefits under this Program.
- D. For the purposes of subparagraph (C) of this paragraph (5.03), the rules establishing the order of benefit determination are:
  - 1. The benefits of a Program which covers the person on whose Allowable Benefits claim is based other than as a dependent shall be determined before the benefits of a Program which covers such person as a Dependent;
  - 2. The benefits of a Program which covers the person on whose Allowable Benefits claim is based as a Dependent of both spouses, shall be determined according to the birthday rule, that is, the parent with the birthday occurring first during the year, will be determined as the covered person with allowable benefits.
- E. When this article operates to reduce the total amount of benefits otherwise payable to a person covered under this Contract during any Claim Determination Period, each benefit that would be payable in the absence of this article shall be reduced proportionately and such reduced amount shall be charged against any applicable benefit limit of this Contract.

5.04 Right to Receive and Release Necessary Information. For the purpose of determining the applicability of and implementing the terms of this article or any provision of similar purpose

of any other Program, Delta Dental may, without the consent of or notice to any Covered Person, release to or obtain from any insurance company or other organization or person, any information, with respect to any Covered Person, which Delta Dental deems to be necessary for such purposes. Any Covered Person claiming benefits under this Program shall furnish to Delta Dental such information as may be necessary to implement this provision. Delta Dental shall not be required to determine the existence of any other Program, except through the Covered Person claiming benefits under this Contract.

- 5.05 Multiple Coverage. If a covered person is eligible for benefits under two or more Programs underwritten by Delta Dental, and more than one of the Programs provides coverage for a particular service, Delta Dental will pay according to Paragraph III of this provision. The cost of such payment will be distributed pro-rata between the applicable Programs.
- 5.06 Facility of Payment. Whenever payments which should have been made under this Program in accordance with this article have been made under any other Program, Delta Dental shall, with the written consent of the Covered Person, pay over to any organization making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this article, and amounts to be paid shall be deemed to be benefits paid under this Program and, to the extent of such payments Delta Dental shall be fully discharged from liability under this Program.
- 5.07 Right of Recovery. Whenever payments have been made by Delta Dental with respect to Allowable Benefits in total amount, at any time, in excess of the maximum amount of payment necessary at that time to satisfy the intent of this article, Delta Dental shall have the right to recover such payments to the extent of such excess, from among one of more of the following, as Delta Dental shall determine: any persons to or for or with respect to whom such payments were made.

#### **ARTICLE VI – CONDITIONS UNDER WHICH BENEFITS SHALL BE PROVIDED**

- 6.01 Benefits, except as otherwise provided in Article IV hereof, are available from the Eligibility Date of an Eligible Person.
- 6.02 While an Eligible Person may elect the service of any dentist, Delta Dental does not undertake to guarantee the availability of or the quality of care of any particular dentist.
- 6.03 In consideration of waiving physical examination of an Eligible Person and as a condition precedent to the approval of claims hereunder, Delta Dental shall be entitled to receive, to such extent as may be lawful, from any attending or examining dentist, or from hospitals in which a dentist's care is rendered, such information and records relating to attendance to or examination of, or treatment rendered to, an Eligible Person as may be required in the administration of such claims, provided, however, that Delta Dental shall in every case hold such information and records as confidential.
- 6.04 The Dental Director (or Dental Consultant) of Delta Dental shall have the right to resolve any question concerning dental services or treatment as they relate to coverage under this Plan and any such determination shall be held to be conclusive and binding upon Delta Dental, the eligible person and the dentist, unless within sixty (60) days following receipt of notice of the rejected procedure or other written notice of such decision, any person aggrieved thereby shall appeal the same to Delta Dental. The notice of denial of claim shall be in writing and shall specify the reason or reasons for denial, and shall include specific reference to pertinent plan provisions upon which the denial is based, shall provide a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary and shall provide appropriate information as to the steps to be taken if the participant or beneficiary wishes to submit his or her claim for review. Such written notice shall be provided within ninety (90) days of submission of the claim unless special circumstances require an extension, in which case a written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day termination period. In the event of an appeal of a determination, the matter shall be referred by Delta Dental to a peer review council or committee of the appropriate dental society for determination. As part of the process, the claimant or his duly authorized representative may request a review upon written application to the Plan may review pertinent

documents and may submit issues and comments in writing to the peer review council or committee reviewing the claim. A decision by the peer review council or committee shall be made promptly and ordinarily not later than sixty (60) days after the Plan's receipt of a request for review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after receipt of a request for review. If such an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The decision on review shall be in writing and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, as well as specific references to the pertinent Plan provisions on which the decision is based. If the decision on review is not furnished within the time-frame specified above, the claim shall be deemed denied on review. It is the intention of Delta Dental that claims and review procedures comply in all respects with ERISA and implementing regulations.

- 6.05 Dentists who participate in Delta Dental agree to adhere to precautionary practice standards set forth by federal and state licensing agencies. These agencies are charged with establishing, regulating and enforcing standards including infection-control practices. Delta Dental is not a regulatory agency or responsible for setting or enforcing dental practices or treatment standards. Delta Dental is not responsible for the quality of care rendered by the dentist.

## **ARTICLE VII – GENERAL PROVISIONS**

- 7.01 Delta Dental will upon request issue to the Applicant, and Applicant will make available to each Eligible Employee, a certificate or booklet summarizing the benefits to which the employee is entitled under this Contract and to whom the benefits are payable. If any amendment to this Contract shall materially affect any benefits described in such certificates of booklets, corrected certificates or certificate riders, booklets, or booklet inserts, showing the change shall be issued.
- 7.02 Any controversy or claim not pertaining to dental service or treatment which arises out of or relates to this Contract or the breach thereof, by or among any two or more parties to this agreement, dentists, Eligible Persons or any of them, shall be settled by binding arbitration conducted by a single mutually acceptable arbitrator who shall conduct the arbitration in accordance with the rules of the American Arbitration Association. If the parties are unable to agree upon an arbitrator, they may apply to any court of competent jurisdiction for the appointment of an arbitrator in accordance with the Wyoming Uniform Arbitration Act. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 7.03 No agent of the Applicant, employee, or Delta Dental has authority to change this Contract or waive any of its provisions. No change in this Contract shall be valid unless approved by an executive officer of Delta Dental and evidenced by endorsement hereon.
- 7.04 No action at law or in equity shall be brought to recover on this Contract prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Contract. No such action shall be brought after the expiration of ten (10) years after the time written proof of loss is required to be furnished.
- 7.05 Any provision of this Contract which, on its Effective Date, is unenforceable under Wyoming law is hereby amended to the minimum requirements of such law.
- 7.06 Payment in Error - If we make a payment in error, we may require the provider of services, the applicant, or the ineligible person to refund the amount paid in error. We reserve the right to correct payments made in error by deducting against subsequent claims, requiring refunds or by taking legal action.
- 7.07 Assignability - This policy is not assignable, except with our prior written consent.
- 7.08 Incontestability clause - Except for fraudulent misstatements in the application, the policy is incontestable after the expiration of three (3) years.

- 7.09 Time limit on certain defenses - Misstatements by applicant: After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability, as defined in the policy, commencing after the expiration of such two-year period.
- The foregoing policy provision shall not be so construed as to affect any legal requirement for avoidance of a policy or denial of a claim during such initial two-year period, in the event of misstatement with respect to age or occupation or other insurance.
- 7.10 Non-disclosure - For the first two years from the effective date of this policy, any material misstatement, non-disclosure or concealment, whether or not such are innocent or fraudulent, in relation to any matter affecting this insurance shall render this policy void at our option.
- 7.11 Fraudulent claims - The making by the insured of any fraudulent claims shall render this policy null and void from the effective date and all claims under this policy shall be forfeited.
- 7.12 Clerical error - If a clerical error is made, it will not affect the insurance of any insured. No error will continue the insurance of an insured beyond the date it should end under this policy terms.
- 7.13 Conformity with state laws - On the effective date of this policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirement of such laws.
- 7.14 Not in lieu of Workers' Compensation - This policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.
- 7.15 Grace period on premiums - After the first premium is paid, we will allow a grace period of 31 days for the payment of each subsequent premium amount due. During the grade period this policy will remain in force.
- 7.16 Physical examination and autopsy - The Company, at its own expense, has the right and opportunity to examine the person of any individual whose loss is the basis of claim under the Policy when and as often as it may reasonably require during the pendency of the claim, and to make an autopsy in case of death where it is not forbidden by law.
- 7.17 Entire Contract - This policy, including the application, contract and any amendments, riders or endorsements, constitute the entire contract of insurance.
- 7.18 Proceeds exempt from creditors - Except as otherwise provided by this policy, the proceeds are exempt from claims of creditors.
- 7.19 Group Replacement - This policy provides for continuance of coverage for all participants when our contract replaces a prior plan's benefits.
- 7.20 Payment of Benefits - Benefits are payable to the insured or to his designated beneficiary(ies) or to his estate. If the insured is a minor or otherwise not competent to give a valid release, the benefits may be made payable to his parent, guardian or other person actually supporting him.
- 7.21 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.

#### **ARTICLE VIII – APPLICANT'S SIGNATURE**

- 8.01 Applicant shall compile and furnish to Delta Dental on or prior to the first day of every month, commencing on the Effective Date, a list of all Eligible Employees, showing their Social Security Numbers, their dates of birth, the dates of hire, and if applicable, the location code.

- 8.02 Applicant shall provide information to all Covered Employees as to the existence and terms of this Contract and the right to receive services as provided herein from a dentist of each person's choice, as such choice may be exercised from time to time during the continued eligibility of such person.
- 8.03 Applicant shall advise each Eligible Employee to notify his dentist at the time of his first appointment that he is entitled to benefits under this Contract, and to provide his dentist with group identification and the Eligible Employee's Social Security Number.
- 8.04 Applicant shall permit Delta Dental by its auditors or other authorized representatives, on reasonable advance written notice, to inspect records of Applicant in order to verify the accuracy of lists of Eligible Employees prepared by Applicant and submitted to Delta Dental. Clerical errors or delays in keeping or relating data shall not invalidate eligibility which otherwise would be validly in force or continue eligibility which would otherwise be validly terminated, but, upon discovery of such errors or delays, an equitable adjustment of premium shall be made.

#### **ARTICLE IX – DELTA DENTAL OBLIGATIONS**

- 9.01 Delta Dental shall make available a method for predetermination of eligibility and benefits. The purpose of this administrative procedure is to ascertain, in advance of treatment, that the patient is eligible and that proposed professional services are covered benefits under this Contract. The availability of such predetermination method shall be communicated to Eligible Employees in the certificate or booklet summarizing the benefits under this Contract and Delta Dental shall advise Participating Dentists as follows:
- A. to complete and submit to Delta Dental standardized claim forms showing the Eligible Person's dental needs and the treatment necessary in the professional judgment of the dentist. Submission of a claim form in advance of treatment shall not be required for the rendition of emergency treatment, brief and routine services; and
  - B. to notify the patient of all actions taken by Delta Dental with respect to such claim form.
- Eligible Persons shall be responsible for determining the participating status of the dentist and for requesting predetermination of eligibility and benefits in accordance with 9.01 (a) above when receiving treatment from a dentist who is not a Participating Dentist.
- 9.02 Delta Dental shall respond to the participating dentist and the patient, within thirty (30) days from the date of receipt of such a form. Delta Dental shall predetermine benefits for treatment plans submitted in accordance with 9.01 (1) herein and when satisfied from the claim form and other data submitted by the dentist that (a) the patient is an Eligible Person hereunder; (b) the services proposed are Benefits under this Contract; and (c) when applicable, that the total fees to be charged to Delta Dental and the Eligible Person do not exceed the participating dentist's usual, customary and reasonable fees. Such pre-certification shall be for a reasonable period of time, but not longer than the term of this Contract.
- 9.03 Delta Dental shall make no payment for any services rendered to a patient who is not an Eligible Person hereunder at the time or rendition of the service, except to the extent of services performed during a period of authorization issued by Delta Dental pursuant to Paragraph 9.02 of this Article, and except for completion of single procedures which are commenced at the time a patient was entitled to benefits by reason of such authorization.
- 9.04 Payment of Benefits by Plans will be made within forty-five (45) days following receipt of statement of Dentist and claim of Covered Person for Benefit as follows:
- A. for a Participating Dentist by direct payment to the Dentist.
  - B. for a Non-participating Dentist by direct payment to the Covered Person.
- 9.05 Notification of denial of benefits, for whatever reason, shall be sent to the Eligible Person and to the dentist.
- 9.06 Delta Dental shall not be obligated to pay claims submitted more than twelve (12) months after the date of last service.

- THIS PAGE INTENTIONALLY LEFT BLANK -

**ARTICLE X – PROCEDURE CODES AND NOMENCLATURE**

Delta Dental will use procedure codes and nomenclature for approved procedures that are designed and approved by Delta Dental Plans Association as adopted from the most frequently used and reported dental procedures. These procedure codes are not all inclusive; however, the procedures are most often benefitted in dental plans. Delta Dental reserves the right to use ADA Codes and/or dental codes as determined by Delta Dental. All procedures, for which codes appear, are not a benefit of every dental plan.

**ARTICLE XI – TERMINATION AND RENEWAL**

This Contract may be terminated effective at the end of any Contract Term by either Applicant or Delta Dental, by giving written notice to the other at least sixty (60) days prior to the date of termination. This Contract shall be renewed from year to year, after the first Contract Term unless terminated pursuant to this Article or pursuant to Article III.

**ARTICLE XII – NOTICE**

Any notice under this Contract shall be sufficient if given by either the Applicant or Delta Dental to the other addressed to the office stated in the attached application, and deposited, first class postage paid, in the U.S. Mail. Notification of any increase in premium will be given 60 days prior to enactment, subject to any provisions or amendments applicable to premium increases.

**ARTICLE XIII – APPENDICES**

Appendix A - Description of Allowable Benefits, Limitations, and Exclusions

Appendix B - Eligibility Requirements

**Remainder of page intentionally left blank**

## APPENDIX A

### Benefits Provided, Limitations and Exclusions

Subject to the exclusions and limitations hereinafter set forth, the following is a description of Allowable Benefits which are covered by this Contract when rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.

Written proof of loss must be furnished to Delta Dental at its office in case of claim for loss within twelve (12) months after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claims if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

A-1 Delta Dental shall pay the following benefits based upon the participating dentist's usual, customary and reasonable fee. The fee paid for any particular covered service shall be the lesser of: a) the fee submitted on the Attending Dentist's Statement (claim form); b) the participating dentist's filed fee; or c) the maximum plan allowance, as determined by Delta Dental of Wyoming.

100% of Diagnostic and Preventive Services  
80% of Basic Services  
60% of Major Services  
60% of Non-Adult Orthodontic Services

\$1,500.00 lifetime maximum per person for Orthodontics  
For dependent children through the end of the month age nineteen (19) is attained.

Maximum \$1,500.00 per person per calendar year

Deductible \$50.00 per person per calendar year with a maximum of \$150.00 per family unit. Deductible does not apply to Diagnostic and Preventive Services

A-2 The amounts payable by Delta Dental with respect to the services rendered by non-participating dentists shall not exceed the dentist's fees, or the non-participating maximum plan allowance, whichever shall be less.

A-3 The amounts payable by Delta Dental with respect to services rendered by a dentist in another state or country who is not a Participating Dentist of a Delta Plan in that state shall not exceed the amount that would be payable if such services had been provided by a Participating Dentist in Wyoming.

A-4 The amounts payable by Delta Dental with respect to services rendered by a dentist in another state who is a Participating Dentist of a Delta Plan in that state shall not exceed the amount that would be payable by the said other Delta Dental Plan if it were a Participating Delta Dental Plan under this Contract.

### COVERED DENTAL SERVICES

Delta Dental will cover the following Services when they are rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.

#### I. Diagnostic & Preventive Services

- A. Diagnostic: Necessary procedures to assist the dentist in evaluating existing conditions to determine the required dental treatment.
- B. Preventive: Necessary procedures to prevent the occurrence of oral disease. These services (subject to **Limitations** and **Exclusions** hereafter include: Exams and/or prophylaxis (cleaning) and bitewing x-rays twice per calendar year (not to exceed two (2) in one year), full mouth x-rays once in a thirty-six (36) month period are a payable benefit separately or in conjunction with other diagnostic x-rays, topical application of fluoride solutions once every twelve (12) months (until the end of the month age nineteen (19) is attained), space maintainers for primary teeth to preserve existing space (until the end of the month age nineteen (19) is

attained), sealants on posterior permanent teeth (until the end of the month age nineteen (19) is attained).

## II. Basic Services

- A. Oral Surgery, including (a) extractions and (b) surgical dental alveolar procedures and soft tissue lesions.
- B. General anesthetics and their administration by an oral surgeon or when proven medically necessary.
- C. Restorations for treatment of teeth with carious lesions or injury, including synthetic and amalgam fillings.
- D. Emergency treatment for relief of pain.
- E. Periodontics treatment of the gums and supporting structures of the teeth.
- F. Root canal therapy and other endodontic treatment.

## III. Major Services

- A. Prosthodontics: The necessary procedures for repair or construction of bridges, partial and complete dentures.
  - 1. Partial Dentures: Delta Dental will provide a standard cast metal or acrylic partial denture or will allow the cost of such procedure toward a more complicated or precision appliance that patient and dentist may choose to use.
  - 2. Complete Dentures: If in the construction of a denture the patient and dentist decide on personalized restorations or employ specialized techniques as opposed to standard procedures, Delta Dental will allow an appropriate amount for the standard denture toward such treatment and the patient must bear the difference in cost.
- B. Restorative Crowns & Onlays: The necessary procedures for provision of crowns, jackets or onlays (except stainless steel crowns which are covered under Basic Services) when teeth cannot be restored with amalgam, composite resin or plastic materials due to extensive caries or fracture. An x-ray must accompany all claims for crowns. Crowns are not a benefit for cosmetic, attrition or preventive reasons.
- C. Dental Implants: The necessary procedures for implants including the crown, bridge or denture over the implant.

## IV. Orthodontic Services

- A. Orthodontic diagnostic procedures (including cephalometric x-rays).
- B. Surgical therapy (surgical repositioning of the jaw, facial bones, and/or teeth to correct malocclusion).
- C. Appliance therapy (braces) including oral exams, surgery, extractions and x-rays.
- D. Available only for unmarried, dependent children (through the end of the month age nineteen (19) is attained).

### **LIMITATIONS**

The benefits as outlined in all Plans are subject to the following limitations:

- A. Diagnostic: Exams and bitewing x-rays twice per calendar year (not to exceed two (2) in one year), full mouth x-rays once in a thirty-six (36) month period are payable separately or in conjunction with other diagnostic x-rays.
- B. Preventive: Prophylaxis twice per calendar year (not to exceed two (2) in one year). Topical fluoride applications for dependent children are a benefit once every twelve (12) months (until the end of the month age nineteen (19) is attained). Space maintainers are a benefit only to maintain space of primary teeth (until the end of the month age nineteen (19) is attained).

- C. Prosthodontic appliances (including bridges, partial and complete dentures), cast crowns, jackets, and cast restorations will be replaced only after five (5) years have elapsed following any prior placement of such appliances under any Delta Dental program.
- D. Interim (surgical or temporary) dentures are considered optional services and are not a benefit.
- E. Replacement will be made of an existing prosthodontic appliance only if it is unsatisfactory and cannot be made satisfactory.
- F. Porcelain or metallic inlays and veneers are considered optional, and as such, are not covered services.
- G. Fixed bridges and/or removable partials are not a benefit for children under age sixteen (16). An allowance equal to the cost of a temporary acrylic partial will be made.
- H. A fixed bridge is not a covered service when done in connection with a removable partial denture in the same arch.
- I. Cast crowns, veneer crowns and jackets are not covered services for children age sixteen (16) or under. An allowance equal to the cost of an acrylic crown or preformed stainless steel crown will be made.
- J. Reline or rebase of dentures are a benefit only twice in a five (5) year period.
- K. Optional services: In all cases in which the patient selects a more expensive plan of treatment than is customarily provided, Delta Dental will pay the applicable percentage of the lesser fee. The patient is responsible for the remainder of the dentist's fee. In the event the treatment of choice is NOT a benefit of the plan, the patient is responsible for the dentist's fee.
- L. If applicable, waiting periods may be waived if the group has had prior coverage for major and/or orthodontic services for the previous twelve (12) months.
- M. Oral Surgery is limited to extractions and surgical dental alveolar procedures and soft tissue lesions. Fractures of the jaw and other oral surgery procedures are not benefits of the plan.
- N. Sealants on posterior permanent teeth (until the end of the month age nineteen (19) is attained). Coverage only applies to non-decayed, non-restored 1<sup>st</sup> and 2<sup>nd</sup> permanent molars. This is a benefit once every two (2) years per eligible tooth.

### EXCLUSIONS

This contract *does not* provide benefits for dental treatment listed in this section. The exclusions listed in this policy apply to all covered services described in this benefit document. Benefits will not be provided for any service not specifically listed as a covered service or will be limited as indicated. Call us at 1-800-735-3379 if you are unsure if a certain service is covered.

- A. Commencing before the date the Subscriber's dental coverage starts.
- B. Absence of coverage - Dental procedures, services, treatment and supplies for which the Covered Person would have no obligation to pay in the absence of this or any similar coverage.
- C. Allergies - You are not covered for restorations or procedures necessary due to allergies or allergic reaction to dental treatment materials such as allergies to metals or mercury.
- D. Anesthesia or analgesia - You are not covered for local anesthesia or nitrous oxide (relative analgesia) when billed separately from the related procedure. This exclusion does not apply to general anesthesia or intravenous sedation administered in connection with covered oral surgery as described in Benefits.
- E. Broken appointments - You are not covered for any fees charged by your dental office because of broken appointments.
- F. Cleaning of prosthetic appliance - Your plan does not cover the cost of cleaning removable partials or dentures.

- G. Charges for consultation.
- H. Completion of form - Your plan does not cover any charges to complete forms.
- I. Complete occlusal adjustment - You are not covered for services or supplies used for revision or alteration of the functional relationships between upper and lower teeth unless otherwise noted on the summary of benefits sheet.
- J. Complications of a non-covered procedure - You are not covered for complications of a non-covered procedure.
- K. Comprehensive Services - When two or more services are submitted and the services are considered part of the same service to one another, Delta Dental will pay the most comprehensive service (the service that includes the other non-benefited service) as determined by Delta Dental.
- L. Congenital deformities - You are not covered for services or supplies to correct congenital deformities, such as a cleft palate.
- M. Controlled release device - You are not covered for services or supplies used for the controlled release of therapeutic agents into diseased crevices around your teeth.
- N. Cosmetic in nature - You are not covered for services or supplies which have the primary purpose of improving the appearance of your teeth, rather than restoring or improving dental form or function.
- O. Crowns, appliance and restorations - *Unless otherwise noted on the summary of benefits sheet*, you are not covered for crowns that are not meant to restore form and function of a tooth, including crowns placed for the primary purpose of periodontal splinting, cosmetics, altering vertical dimension, restoring your bite (occlusion), or restoring a tooth due to allergies, attrition, abrasion, erosion and abfraction. Crowns placed on anterior teeth for endodontic purposes only are not a covered benefit.
- P. Desensitization materials - You are not covered for desensitization materials or their application.
- Q. Diet planning - Diet planning or training in oral hygiene or preventive care.
- R. Drugs - You are not covered for prescription, non-prescription drugs, medicines or therapeutic drug injections.
- S. Duplicate dentures - Your plan does not cover any charges for the duplication of dentures.
- T. Duplication of dental records - Your plan does not cover any charges for the duplication of dental records.
- U. Effective date - You are not covered for services or supplies received before the effective date of coverage.
- V. Experimental or investigative - You are not covered for services or supplies that are considered experimental, investigative or have a poor prognosis. Peer reviewed outcomes data from clinical trial, Food and Drug Administration regulatory status, and established governmental and professional guidelines will be used in this determination.
- W. Excess - Services in excess of any limitation specified in the list of covered benefits.
- X. General anesthesia/sedation - General anesthesia and intravenous sedation are benefits only when provided in conjunction with covered oral surgery and when billed by the operating dentist.
- Y. Government programs - You are not covered for services or supplies when you are entitled to claim benefits from governmental programs (except Medicaid).
- Z. Hospital - Charges for hospital services or hypnosis.

- AA. Implants - Implants may not be a benefit ***unless otherwise noted on the summary of benefits sheet***. If they are not a benefit and implants are utilized, Delta Dental will allow the cost of the standard appliance, either fixed or removable, constructed in association therewith. Delta Dental does not cover the cost of the implants, maintenance or the surgical removal thereof.
- BB. Incomplete services - You are not covered for dental services that have not been completed.
- CC. Indirect pulp caps - You are not covered for indirect pulp caps.
- DD. Infection control - You are not covered for separate charges for “*infection control*,” which includes the costs for services and supplies associated with sterilization procedures. Participating dentists incorporate these costs into their normal fees and will not charge an additional fee for “*infection control*.”
- EE. Injuries - Dental Procedures, services, treatment and supplies to treat injuries or diseases caused by riots or any form of civil disobedience, injuries sustained while committing a felony or engaging in an illegal occupation or injuries that are intentionally inflicted.
- FF. Lost or stolen appliances - You are not covered for services or supplies required to replace a lost or stolen dental appliance or charges for duplicate dentures.
- GG. Malformation - Dental or surgical procedures performed to correct developmental malformation or acquired malformation.
- HH. Medical or health plan - Dental procedures, services, treatment or supplies for which benefit is provided by a medical or health plan.
- II. Medical services or supplies - You are not covered for services or supplies which are medical in nature, including but not limited to dental services performed in a hospital, surgical treatment centers, treatment of fractures and dislocations, treatment of cysts and malignancies, and accidental injuries or treatment rendered other than by a licensed dentist.
- JJ. Military service - You are not covered for services or supplies which are required to treat an illness or injury received while you are on active status in the military services.
- KK. Motor vehicle injury - Dental Procedures, services, treatment and supplies for injuries resulting from the maintenance or use of a motor vehicle if such treatment or service is paid or payable under a plan or policy of motor vehicle insurance, including a certified self-insurance plan.
- LL. Mutually exclusive service - When two or more services are submitted on the same day and the services are considered mutually exclusive (when one service contradicts the need for the other service), Delta Dental will pay for the service that represents the final treatment as determined by Delta Dental.
- MM. Night guard/occlusal guards/athletic guards (***unless otherwise noted on the summary of benefits sheet***) - Your plan does not cover appliances for bruxism, grinding or clenching of teeth unless your plan has coverage for temporomandibular joint (TMJ) dysfunction.
- NN. Not dentally necessary - Dental procedures, services, treatment and supplies which are not dentally necessary or which do not meet generally accepted standards of dental practice.
- OO. Oral hygiene instruction - Plaque control programs, oral hygiene instruction and dietary instructions.
- PP. Orthodontic appliances repair or replacement - Your plan does not cover for the repair or replacement of any orthodontic appliance under this contract, even if orthodontics is a covered benefit.
- QQ. Orthodontic services - ***Unless otherwise noted on the summary of benefits sheet***.
- RR. Payment responsibility - You are not covered for services or supplies when someone else has the legal obligation to pay for your care, and when, in the absence of this contract, you would not be charged. This may include, but not limited to, treatment of injuries intentionally inflicted or sustained while committing a criminal act as a form of civil disobedience.

- SS. Periodontal appliances - You are not covered for services or supplies for periodontal appliances (bite guards) to reduce bite (occlusal) trauma due to tooth grinding or jaw clenching, ***unless temporomandibular joint (TMJ) dysfunction services are covered on the summary of benefits sheet.***
- TT. Periodontal splinting - You are not covered for services or supplies used for the primary purpose of reducing tooth mobility, including crown-type restorations.
- UU. Pre-diagnostic services - Pre-diagnostic services, oral pathology laboratory procedures, and diagnostic tests and examinations other than pulp vitality tests.
- VV. Preventive control programs.
- WW. Provisional (temporary) crowns, bridges or dentures - You are not covered for services or supplies for provisional crowns, bridges or dentures.
- XX. Prosthesis - The replacement of a prosthesis which, in the Dentist's opinion, can be repaired or does not need repair. The replacement of a prosthesis within 5 years after it was first placed, except when the replacement is: (1) made necessary by the extraction of a functioning natural tooth which is replaced while covered under the policy and when the existing prosthesis cannot be made serviceable; or (2) for full or partial dentures which, while in the mouth, have been damaged beyond repair as a result of injury occurring while covered.
- YY. Repair, replacement or duplication of orthodontic appliances - You are not covered for services or supplies required to repair, replace or duplicate any orthodontic appliance.
- ZZ. Same day services - When two or more services are submitted on the same day and the services are considered mutually exclusive (when one service contradicts the need for the other service), Delta Dental will pay for the service that represents the final treatment as determined by Delta Dental.
- AAA.Sedation - Pre-medication, analgesia or conscious sedation.
- BBB. Services provided in other than office setting - You are not covered for services provided in other than a dental office setting. This includes, but is not limited to, any hospital or surgical/treatment facility.
- CCC.Specialized services - You are not covered for specialized, personalized, elective materials and techniques or technology which are not reasonably necessary for the diagnosis or treatment of dental disease or dysfunction. Specialized services represent enhancements to other services and are considered optional. Includes, but not limited to, copings and precision attachments.
- DDD.Splinting - The joining of teeth to support each other for periodontal reasons (stabilization) by crowns or other means. Splinting for stabilization due to an accident or injury is a covered benefit.
- EEE.Sterilization - Sterilization preparation, infection control, operatory preparation and sepsis control are considered part of all procedures and are not a benefit.
- FFF. Temporary or interim procedures - You are not covered for temporary or interim procedures.
- GGG.Temporomandibular joint (TMJ) dysfunction - You are not covered for expenses incurred for diagnostic x-rays, appliances, restorations or surgery in connection with temporomandibular joint dysfunction or myofunctional therapy, ***unless temporomandibular joint (TMJ) dysfunction services are covered on the summary of benefits sheet*** .
- HHH.Termination - Whether or not we have approved a treatment plan, you are not covered for treatment received after you or your group's coverage termination date.
- III. Tooth colored fillings - ***Unless otherwise noted on the summary of benefits sheet,*** composite/resin restorations are allowed on the front teeth (anterior teeth) only. When composite/resin restorations are done on the back teeth (posterior teeth) they are considered optional services. Coverage will be made for a corresponding amalgam (silver) restoration.

JJJ. Treatment by other than a licensed dentist - You are not covered for services or treatment performed by other than a licensed dentist or his or her employees.

KKK. Workers' compensation - You are not covered for services or supplies that are or could have been compensated under Workers' Compensation laws, including services or supplies applied toward satisfaction of any deductible under your employer's Workers' Compensation coverage.

LLL. Other - Any procedure which (1) is for the purpose of changing vertical dimension; or (2) relates to bite registration, bite analysis, or the correction of the bite; or (3) is for replacing tooth structure lost as a result of abrasion or attrition; or (4) is for equilibration or restorations for malalignment of the teeth; or (5) gnathologic recordings.

Services for which the covered person has or had a right to payment under a program of a government or plan established by law except; (a) Medicare; (b) Medicaid; (c) the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS) and (d) where the law does not permit this type of exclusion.

**Remainder of page intentionally left blank**

## APPENDIX B

### ELIGIBILITY REQUIREMENTS

#### **Definitions**

"Eligible Employee" means a full-time employee who works at least forty (40) hours per week for the employer for the Eligibility Waiting Period specified below and for whom the required enrollment form has been completed and forwarded with the required periodic premium payments to Delta Dental by the group.

"Eligible Dependent" means an Eligible Employee's legal spouse and unmarried children, including adoptive, stepchildren or foster children, through the end of the month age twenty six (26) is attained. Mentally or physically handicapped children shall be considered Eligible Dependents regardless of age. Dependents enlisted or on active duty in the military are not eligible.

"Eligible Retiree" means a former employee who has or will retire from the City of Casper whether under or over the age of 65. Retired Employees (and Dependents) who allow their Retiree Coverage to terminate will NOT be eligible to reapply later for coverage.

"Eligible Retiree Dependent" includes all Dependents of a covered retired Employee who were covered at the time that the Employee retired. This includes the Eligible Employee's legal spouse and unmarried children, including adoptive, stepchildren or foster children, through the end of the month age twenty six (26) is attained. Mentally or physically handicapped children shall be considered Eligible Dependents regardless of age. Dependents enlisted or on active duty in the military are not eligible.

Except as otherwise required by state or federal law, newly acquired Dependents who were not covered at the time the Employee retired are not eligible to be added to the coverage under this plan.

NOTE: Any new employee, who began working for the City on or after January 1, 2012, will not be eligible to stay on the City's health plan when/if they retire from the City of Casper.

#### **Coverage Period**

An Eligible Employee becomes covered on the first day of the month following one (1) month of his full-time employment provided all other requirements have been met.

Eligible Dependents, if enrolled, are eligible on the date the Eligible Employee's coverage becomes effective, or on the first day of the month following the date on which the Eligible Employee acquires the dependent, whichever last occurs.

An Eligible Retiree may continue coverage upon retirement from the City or they may discontinue their coverage. If a Retiree chooses to terminate, they (and their Dependents) will NOT be eligible to re-enroll at a later date.

Coverage for the Eligible Employee, Retiree and/or Eligible Dependent(s) shall terminate on the last day of the month in which: 1) the individual ceases to meet the requirements of eligibility above, or 2) the required periodic premium is not received by Delta Dental from the covered group, whichever first occurs.

Employees and/or dependents that enroll and withdraw from this plan for any reason will not be allowed to re-enroll for a period of three (3) years. Retirees that withdraw from this plan for any reason will not be allowed to re-enroll at a later date.

#### **Coverage After Termination**

If an Employee's employment and/or coverage terminates while a covered person is receiving treatment under a predetermination or preauthorization of benefits which was approved while the covered person was eligible for benefits, benefits will not continue to be paid for such approved treatment.

Employees and dependents who have been terminated, voluntarily or involuntarily, the dependents of an Employee upon the Employee's death, and Employees in certain other situations may be entitled to an extension of Benefits under "COBRA" at the employee's expense. (Ask your employer for complete details of Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or other State or Federal continuation of coverage status and/or regulations.)

APPROVAL AS TO FORM

I have reviewed the attached *Delta Dental Plan Administrative Services Contract*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: September 4, 2015



---

Wallace Trembath III  
Assistant City Attorney

RESOLUTION NO. 15-263

A RESOLUTION AUTHORIZING CONTRACT WITH  
DELTA DENTAL

WHEREAS, the City of Casper first entered into a Contract with Delta Dental July 15, 2008 to provide dental coverage for the City; and,

WHEREAS, the parties desire to continue to contract for dental services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with Delta Dental to continue to provide dental coverage services for the City of Casper.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to make verified partial payments throughout the term of the agreement in accordance with the schedule of fees contained within the Contract.

PASSED, APPROVED, AND ADOPTED on this 15th day of September, 2015.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Charlie Powell  
Mayor

September 15, 2015

MEMO TO: John C. Patterson, City Manager

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

SUBJECT: Memorandum of Understanding with United States Department of Interior,  
Bureau of Land Management, Casper Field Office for the Platte River Revival

Recommendation:

That Council, by resolution, authorize a Memorandum of Understanding with the United States Department of Interior, Bureau of Land Management, Casper Field Office that provides expertise and resources for the Platte River Revival.

Summary:

In spring 2007, the United States Department of Interior, Bureau of Land Management, Casper Field Office (BLM) joined a newly organizing partnership now known as the Platte River Revival. BLM has heavily invested in the project with in-kind services, supplies, and expertise. For example, BLM fire crews have felled, bucked, and treated thousands of Russian olives and have coordinated with other federal fire crews to work on the Casper project. The BLM National Public Lands Day t-shirt doubles as the Platte River Revival Volunteer Day t-shirt. BLM involvement has brought national attention to the Platte River Revival and has highlighted their work in Wyoming. In 2012, the North Platte River as it flows through central Wyoming was designated as one of the American Great Outdoors Projects. This designation brings significant additional allocated funds to the BLM Casper Field Office in support of these efforts. A memorandum of understanding will formally recognize the partnership that has been in place between BLM and City of Casper.

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 work outlined in the master plan is a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. The river restoration effort, with its hands-on restoration work done by volunteers and its in-river construction work, is called the Platte River Revival. The hands-on restoration work (e.g. Russian olive removal) that has been completed to date is valued at well over \$1,000,000, and the cost estimate for in-river construction is estimated at nearly \$16 million.

The Platte River Revival is an economic development project, a conservation project, and a quality of life project for Casper and Wyoming. This investment in critical infrastructure

provides outcomes such as improved water quality; protected drinking water sources; improved aquatic and terrestrial habitat; increased recreational and tourist experiences (e.g. fishing); stabilized, aesthetically improved riverbanks, and economic development opportunities.

A resolution for Council's consideration has been prepared.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT  
CASPER FIELD OFFICE  
AND  
CITY OF CASPER  
  
CONCERNING  
Platte River Revival  
(National Public Lands Day Event)

**I. Purpose:** The Platte River Revival Volunteer Day is a National Public Lands Day event, which began in 2007 building a sustainable partnership between the public sector and the local community based upon mutual interests in the enhancement and restoration of America's public lands and in the improvement of public lands for outdoor recreation, with volunteers assisting land managers in hands-on work.

Volunteer Day is part of the larger river restoration project called the Platte River Revival. The main goal of the Platte River Revival is to use a watershed approach to enhance and restore the North Platte River corridor. One of the major aspects of the project is to inform and engage members of the public and to involve private organizations in long term management of this system. The project focuses on 13 miles of river ecosystems through Casper. This National Public Lands Day event educates local citizens about the environment and natural resources, as well as the need for shared stewardship of these valued, irreplaceable lands. All of these benefits extend to public lands downstream where the BLM will receive an indirect benefit to the natural river system and to public lands upstream within the boundaries of the Trapper's Route Special Recreation Management Area.

**II. Objective:** The public benefits include the removal of Russian olive trees and other non-native species, which will reduce off-site seed sources; the removal of trash and other debris which improves water quality; the planting of native vegetation and channel stabilization, which reduce the erosion and sedimentation, while enhancing water quality and in-stream habitats.

**III. Authority:** This MOU is entered into under the following authorities:

A. WATERSHED RESTORATION AND ENHANCEMENT AGREEMENTS (WYDEN AMENDMENT), Public Law 104-208, Section 124, as amended Public Law 105-277, Section 136, which states: "Appropriations made for the BLM may be used by the Secretary of Interior for the purpose of entering into cooperative agreements with the heads of other Federal agencies, Tribal, State, and local governments, private and nonprofit entities, and landowners for the protection, restoration, and enhancement of fish and wildlife habitat and other resources on public or private land and the reduction of risk from natural disaster where public safety is threatened that benefit these resources on public lands within the watershed, and enhancement

of fish and wildlife habitat and other resources on public or private land and the reduction of risk from natural disaster where public safety is threatened that benefit these resources on public lands within the watershed."

B. Pursuant to Wyoming State Statute 15-1-103 (a)(xxii): Take any action to establish, alter and regulate as deemed necessary the channels of streams, water courses and any other public water sources or supplies within the city; and Wyoming State Statute 15-1-103 (a)(xlii): Subject to subsection (d) of this section, take any action necessary to acquire any needed or useful property, or to construct, maintain, repair or replace any lawful improvement, development, project or other activity of any kind, or to participate, join or cooperate with other governments or political subdivisions, or departments or agencies thereof, for which funds may be borrowed from, granted or made available in whole or in part, on a matching basis or otherwise, by the United States of America or the State of Wyoming, or any subdivision, department or agency of either.

**IV. Procedures:** Both parties will attend regular meetings to ensure coordination and to build on the success of past volunteer events.

A. The City of Casper agrees to:

- Manage the annual National Public Lands Day as the Platte River Revival Volunteer Day.
- Manage all project locations, volunteer registration and volunteer work.
- Maintain all volunteer registration forms, including liability indemnity waivers.
- Provide available dates and locations for pre-cutting of Russian olives and coordinate with the BLM fire crew to ensure that all additional safety protocols are determined and met.

B. The BLM agrees to:

- Register the Platte River Revival (Volunteer Day) as a National Public Lands Day event and manage the administrative, including year-end reporting.
- Provide technical expertise for habitat restoration and public outreach efforts and provide representative(s) for the advisory committee, which consists of Federal and State agencies and private partners, which serve to provide input to the City of Casper regarding the Platte River Revival, including the National Public Lands Day event.
- Provide BLM fire crews when available for cutting and bucking of Russian olives for removal by volunteers during the NPLD volunteer day.

- Authorize permission to use the BLM name and logo on websites, printed materials and other media for the purposes of environmental education and promotion of the National Public Lands Day event.
- C. Both parties agree to:
- Co-sponsor the Platte River Revival Volunteer Day as a “National Public Lands Day” event.

**V. Administration:** It is mutually understood and agreed by and between parties that:

- A. APPLICABLE LAW: The parties agree to comply with all applicable State and Federal laws governing activities under this MOU.
- B. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
- C. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the BLM and City of Casper and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the BLM or the City of Casper and the subsequent written concurrence of the other(s). Either the BLM or the City of Casper may terminate this MOU with a 30-day written notice to the other(s).
- D. AMENDMENTS: Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU will be incorporated by written instrument, executed and signed by all parties to this MOU, and will be effective in accordance with the terms of all applicable State and Federal laws governing activities under this MOU.
- E. RESPONSIBILITIES OF PARTIES. The BLM and the City of Casper will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- F. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the BLM or the cooperators to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property will require execution of separate agreements or contracts and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

G. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

H. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

**BLM Technical Contact**

Name: Eve Skillman  
Address: 2987 Prospector Drive  
Casper, WY 82604  
Phone: (307) 261-7517  
Email: eskillman@blm.gov

**Cooperator Technical Contact**

Name: Jolene Martinez  
Address: 200 N David St  
Casper, WY 82601  
Phone: 307-235-8332  
Email: jmartinez@cityofcasperwy.com

**BLM Administrative Contact**

Name: Eve Skillman  
Address: 2987 Prospector Drive  
Casper, WY 82604  
Phone: (307) 261-7517  
Email: eskillman@blm.gov

**Cooperator Administrative Contact**

Name: Jason Knopp  
Address: 200 N David St  
Casper, WY 82601  
Phone: 307-235-8341  
Email: jknopp@cityofcasperwy.com

**VI. Authorized Representatives:**

By signature below, the partner certifies that the individuals listed in this document as representatives of the partner are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

APPROVED:

\_\_\_\_\_  
City of Casper  
(Charlie Powell, Mayor)

\_\_\_\_\_  
Date

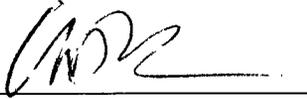
\_\_\_\_\_  
USDI, Bureau of Land Management

\_\_\_\_\_  
Date (Rhen Etzelmler, Field Manager)

APPROVAL AS TO FORM

I have reviewed the attached *Memorandum of Understanding Between U.S. Department of Interior, Bureau of Land Management Casper Field Office and City of Casper Concerning Platte River Revival (National Public Lands Day Event)*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: September 3, 2015

A handwritten signature in black ink, appearing to read 'W. Chambers', is written over a horizontal line.

William R. Chambers  
Deputy City Attorney

RESOLUTION NO. 15-264

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, CASPER FIELD OFFICE

WHEREAS, the City of Casper identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

WHEREAS, a restored river will improve water quality, improve aquatic and riparian habitat, provide stabilized and aesthetically pleasing riverbanks, provide recreational experiences and places for people to gather; and,

WHEREAS, the City of Casper has formed partnerships with other governmental agencies and private organizations to identify and secure funding and carry out the work required to restore the North Platte River; and,

WHEREAS, the United States Department of Interior, Bureau of Land Management, Casper Field Office will provide expertise and resources to the Platte River Revival; and,

WHEREAS, the City of Casper desires to accept the Memorandum of Understanding with the United States Department of Interior, Bureau of Land Management, Casper Field Office to provide expertise and resources to the Platte River Revival.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor is hereby authorized to execute, and the City Clerk to attest, the Memorandum of Understanding with the United States Department of Interior, Bureau of Land Management, Casper Field Office, for the Platte River Revival .

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
V. H. McDonald  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Charlie Powell  
Mayor

August 18, 2015

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director  
Doug Follick, Leisure Services Director  
Jason Knopp, P.E., City Engineer   
Alex Sveda, P.E., Associate Engineer 

SUBJECT: Rejection of Bids for the Casper Events Center Storage Building, Project No. 15-25.

Recommendation:

That Council, by minute action, reject all bids received for the Casper Events Center Storage Building, Project No. 15-25.

Summary:

On Tuesday, August 11, 2015 five (5) bids were received for the Casper Balefill Gas Collection and Control System. The bids were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Haass Construction Co., Inc.	Casper, WY	\$572,230.00
Caspar Building Systems, Inc.	Casper, WY	\$597,440.00
Can-Do Company, LLC	Casper, WY	\$613,948.00
Diamond Point Construction, Inc.	Houston, TX	\$635,125.00

The estimate prepared by the International Coliseums Company (ICC) for the Casper Events Center Storage Building was \$375,000.

It is anticipated that the project will be bid again when more funding becomes available. The available budget was from previously unallocated 1%#14 Funds.

