

REGULAR COUNCIL MEETING
Tuesday, January 19, 2016
6:00 p.m.

COUNCIL POLICY
PUBLIC STATEMENTS

- I. Members of the Public Wishing to Place a New Item on the Agenda Must Submit a Written Request to the City Manager No Later Than 11:00 a.m. on the Wednesday Preceding the Council Meeting.
- II. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, Must Submit a Written Request to the City Manager by 12:00 Noon on the Monday Immediately Preceding the Council Meeting.
- III. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Keep Your Remarks Pertinent and Non-Repetitive.
 - Speak to the City Council with Civility and Decorum.
- IV. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions will be Handled by the Appropriate Persons.
- V. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- VI. Willful Disruption of, or the Breach of the Peace at, a Council Meeting may Result in the Removal of any Such Individuals or Groups from the Council Chambers.

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

2015 CITY COUNCIL GOALS

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

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

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

Council Goals Scorecard <i>Actions since 5/5/2015</i>
17
85
43

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JANUARY 5, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 16, 2016
4. CONSIDERATION OF MINUTES OF THE JANUARY 12, 2016 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JANUARY 18, 2016
5. CONSIDERATION OF BILLS AND CLAIMS
6. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish February 2, 2016, as the Public Hearing Date for Consideration of:
 - a. **Transfer of Ownership and Location of Retail Liquor License No. 21**, from TIRT, a Wyoming LLC, d.b.a. **Sandbar Lounge**, Located at 100 North Ash, to Modern Electric Co., Located at 246 West First Street.
 - b. Approval of a **Municipal Growth Management Agreement** between the City of Casper and the **Town of Bar Nunn** Regarding future Growth Boundaries.

7. PUBLIC HEARINGS

A. Ordinance

1. **Vacation and Replat** Lot 1, Hembree Addition, Creating **Hembree Addition No. 2**, and **Rezoning** Same, from AG (Urban Agriculture) to R-2 (One Unit Residential), Located at 2671 South Robertson Road.

B. Minute Action

1. **Transfer of Ownership** of Restaurant Liquor License No. 4, d.b.a. **Botticelli Ristorante Italiano**, Located at 129 West 2nd Street.
2. **Transfer of Corporate Ownership** of Retail Liquor License No. 6, d.b.a. **Frosty's Lounge**, Located at 520 South Center Street.

2015 Goals		
Downtown	Infrastructure	Recreation

8. RESOLUTIONS

A. Consent

1. Approving a Lease Agreement between the City of Casper and the **Downtown Development Authority** on the **Ash Street Plaza Professional Office Building**.
2. Authorizing the **Release of Local Assessment District Liens** Filed Against Properties for which the Assessed Balance has been Paid in Full.
3. Authorizing Agreement with **Serpentix Conveyor Corporation**, in The Amount of \$55,843.85, for the Purchase of Components for the **Rebuild of the Serpentix Dewatered Solids Belt Conveyor at the Wastewater Treatment Plant**.
4. Authorizing Amendment No. 1 to the Contract for Professional Services with **West Plains Engineering** in the Amount Of \$3,000 for the **Hogadon Ski Patrol and Maintenance Shop Project**.
5. Authorizing Agreement with **Grizzly Excavating and Construction, Inc.**, the Amount of \$1,458,274.50, for **Phase II of the 15th and Elm Street Improvements Project**.
6. Authorizing Agreement with **CH2M HILL Engineers, Inc.**, in the Amount of \$366,781, for the **Sam H. Hobbs Wastewater Treatment Plant Preliminary Facilities Plan**.
7. Authorizing the Mayor to Sign a Letter of Support to the **Wyoming Community Development Authority (WCDA)** for the Proposed **62-Unit, Grand Mesa Apartment Project**, to be Located at 2941 and 2943 Central Drive, Casper, Wyoming.

9. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of **One Toro Groundmaster 5910**, from **Midland Implement Co.**, Billings, Montana to be Used in the Parks Division of the Public Services Department, in the Amount of \$92,484.00, Before Trade In Allowance.

10. COMMUNICATIONS

A. From Persons Present

2015 Goals		
Downtown	Infrastructure	Recreation
	X	
	X	

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

12. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, February 2, 2016 – Council Chambers

6:00 p.m. Tuesday, February 16, 2016 – Council Chambers

Work sessions

4:30 p.m. Tuesday, January 26, 2016 – Council Meeting Room

4:30 p.m. Tuesday, February 9, 2016 – 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
January 5, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, January 5, 2016. Present: Councilmen Cathey, Hopkins, Johnson, Miller, Mundell, Pacheco, Sandoval, Schlager and Mayor Powell.

Mayor Powell led the audience in the Pledge of Allegiance.

Moved by Councilman Mundell, seconded by Councilman Hopkins, to, by minute action, approve the minutes of the December 8, 2015, special Council meeting, as published in the Casper-Star Tribune on December 13, 2015. Motion passed.

Moved by Councilman Mundell, seconded by Councilman Miller, to, by minute action, approve the minutes of the December 15, 2015, regular Council meeting, as published in the Casper-Star Tribune on December 23, 2015. Motion passed.

Moved by Councilman Mundell, seconded by Councilman Johnson, to, by minute action, approve payment of the January 5, 2016, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims
01/05/16

71Construction	Projects	\$162,343.90
AAALandscaping	Services	\$85.00
AakerSigns	Goods	\$189.00
Aboyer	Refund	\$30.23
ABrumley	Refund	\$55.66
AccentEnv	Goods	\$3,781.23
AceSandblasting	Services	\$130.00
Adecco	Services	\$2,405.70
AGiraldo	Services	\$50.00
AllianceElec	Services	\$2,243.05
AMBI	Services	\$2,565.54
AmericanTitle	Services	\$1,150,082.72
AppliedConstTech	Supplies	\$5,305.00
ArrowheadHeating	Services	\$408.00
AshStPlaza	Equip	\$250.00
ASveda	Reimb	\$90.00
AtlanticElectric	Services	\$1,073.46
B Marshall	Reimb	\$39.36
B Worley	Reimb	\$45.00

B&BSales	Services	\$185.25
Balefill	Services	\$88,503.80
BankOfAmerica	Goods	\$339,221.24
BFlake	Reimb	\$124.22
BoothRsrch	Svc	\$9,500.00
Brenntag	Goods	\$14,487.59
Burns&McDonnellEngineering	Services	\$3,419.76
C Corkern	Reimb	\$149.79
CAdams	Refund	\$50.23
CAEDA	Funding	\$103,000.00
Caselle	Services	\$150.00
CasparBuildSystems	Services	\$383,210.15
CasperHousingAuth	Projects	\$32,411.47
CasperPubSafetyComm	Services	\$1,832.05
CATC	Funding	\$179,350.00
CentralPaint&Body	Services	\$7,053.16
Centurylink	Services	\$14,062.09
Ch2mHill	Services	\$8,318.64
ChamberofCommerce	Goods	\$25.00
Charter	Services	\$450.00
CityofCasper	Services	\$18,651.98
CivilEngineeringProfessionals	Projects	\$21,637.14
CLangston	Reimb	\$137.50
CLesenberg	Reimb	\$75.00
CmmntyBldrs	Services	\$7,235.00
CobanTech	Services	\$168.00
CollectionCenter	Services	\$5,659.03
CommTech	Goods	\$22,611.24
CommunityActionPartnership	Funding	\$82,257.38
ComRefrig	Parts	\$34,299.22
Comtronix	Services	\$3,093.08
CRandel	Reimb	\$490.00
CrimeSceneInfo	Services	\$86.25
CRMC	Services	\$160.00
CRootJr.	Reimb	\$71.00
CShipman	Reimb	\$62.47
DaleBuckinghamArchitects	Projects	\$3,242.50
DavidsonMech	Goods	\$1,254.37
Dell	Goods	\$1,941.03
DeltaDental	Services	\$25,401.35
DesertMtn	Goods	\$66,926.74
DFerguson	Reimb	\$75.00
DHartPatrolSvc	Services	\$103,595.64
DoubleDWelding	Services	\$730.00
DowntownDevelopmentAuth	Funding	\$143.44

DPCIndustries	Goods	\$5,554.31
DRuiz	Services	\$25.00
DShort	Refund	\$75.00
DTanner	Reimb	\$93.00
DTraylor	Refund	\$146.53
ELopez	Refund	\$75.00
EngDsgnAssoc	Services	\$495.00
EVillela	Refund	\$43.14
FirstData	Services	\$4,356.50
FirstInterstateBank	Services	\$3,625.20
FmlyJrnyCtr	Services	\$221.50
FoodSvcsOfAmerica	Goods	\$1,947.15
GarageDoorDudes	Services	\$110.00
GlenrockFD	Services	\$12,076.35
GolderAssociates	Services	\$50,096.14
Good2GoStores	Goods	\$748.75
GPCArchtccts	Services	\$53,335.53
Granicus	Services	\$725.00
Greiner	Goods	\$101,370.00
GSGArchitecture	Services	\$57,858.89
HandsRaisedHigh	Supplies	\$256.00
HaseldenWYConst	Services	\$531,108.78
HDR Engineering	Projects	\$9,299.30
HewlettPackard	Goods	\$3,455.57
HighPlainsConstruction	Goods	\$1,034.46
Homax	Goods	\$73,493.45
HydroConst	Supplies	\$9,516.60
ITCElec	Services	\$11,563.53
JacobsEngineeringGroup	Services	\$39,460.59
JBerry	Refund	\$9.09
JDewey	Refund	\$75.00
JGray	Reimb	\$55.37
JKollmann	Reimb	\$141.00
JohsonCoFD	Services	\$10,026.09
JSherwood	Refund	\$40.22
JTermols	Refund	\$50.23
JTLGroup	Services	\$80,533.85
JWalker	Refund	\$9.74
JYoung	Refund	\$55.66
KBalcerzak	Refund	\$20.35
KCWY-TV	Services	\$841.50
KHeap	Refund	\$46.77
KKofakis	Reimb	\$93.00
KSurrulli	Refund	\$75.00
KTorok	Refund	\$75.00

KUkele	Refund	\$75.00
KWilliams	Refund	\$44.47
L Fleetwood	Reimb	\$75.00
LaborReady	Services	\$2,958.62
LGriffith	Reimb	\$47.25
LMcKee	Refund	\$75.00
LStarnes	Reimb	\$26.26
Manpower	Services	\$1,900.76
MBahe	Reimb	\$363.75
McMurryReadyMix	Goods	\$762.00
Microsoft	Services	\$3,498.00
Motorola	Goods	\$5,688.62
MPearce	Refund	\$56.15
NatronaCountyCommissioner	Services	\$1,232.48
NCOff	Funds	\$3,876.03
NCRoad	Funding	\$25,000.00
NCSheriffsOffice	Funding	\$245,855.00
NevesUniforms	Goods	\$4,064.65
NMobbs	Refund	\$50.72
NorthParkTransport	Services	\$1,172.49
OfficeStateLands	Services	\$6,868.44
OhlsonLavoie	Services	\$2,477.04
OneCallofWy	Services	\$390.75
PBrooker	Services	\$300.00
Pepsi	Goods	\$498.15
PlatteCoFD	Services	\$1,399.84
PlatteRiverParkwayTrust	Funding	\$100,000.00
Pntwrks	Services	\$183.94
PostalPros	Services	\$14,893.46
ProforceLawEnforcement	Goods	\$445.05
R Shellenberger	Reimb	\$396.70
RailroadManagement	Services	\$5,229.39
RChestnut	Refund	\$10.84
RCisneros	Refund	\$48.05
RckyMtnScale	Goods	\$645.00
ResourceStaff	Services	\$1,458.35
RHieb	Reimb	\$893.25
RockyMtnPower	Services	\$245,486.54
RotaryClub	Dues	\$495.07
RPSvcs	Refund	\$90.87
RStCLair	Refund	\$28.26
RvrWrks	Services	\$18,315.00
RYoung	Reimb	\$89.59
S Thomas	Reimb	\$45.00
SaltusTech	Goods	\$10,319.24

SamParsonsUpholstery	Services	\$338.00
SelfHelpCtr	Refund	\$939.47
SFreel	Reimb	\$23.42
SkylineRanches	Services	\$313.33
Smarsh	Services	\$2,138.00
SMay	Refund	\$11.56
SmrtEarthTech	Supplies	\$391.00
SolidWasteProfessionals	Services	\$52,531.30
SourceGas	Services	\$40,075.70
StantecConsultingSvcsInc	Projects	\$62,629.94
SyscoFoodSvcs	Goods	\$3,537.19
TBunton	Refund	\$23.02
TEmerson	Refund	\$43.14
Terracon	Goods	\$1,655.20
TownSquareMedia	Services	\$1,460.00
TretoConstruction	Projects	\$38,124.89
TRyan	Refund	\$34.85
TurntecMfg	Supp	\$475.00
UTDptPubSfty	training	\$72.45
UWCo-opExt	Services	\$25,123.00
VentureTech/ISC	Services	\$61.50
VentureTechnologies	Goods	\$1,931.40
Viewpoint	Services	\$2,700.00
Visits	Services	\$100.17
WardwellWater&Sewer	Services	\$14.27
WasteWaterTreatment	Funding	\$284,290.86
WaterTechnologyGroup	Services	\$17,333.00
WERCSCcommunications	Services	\$1,527.50
WesternMedical	Services	\$6,691.00
WesternWaterConsult	Services	\$25,654.35
WestlandPark	Services	\$1,883.79
WestPlainsEngineering	Services	\$4,505.00
WorthingtonLenhart&Carpenter	Services	\$37,280.14
WyDEQ	Services	\$2,000.00
WyDivisionCriminalInvestigation	Services	\$78.00
WYDOT	Services	\$29,636.36
WyLawEnforcementAcademy	Services	\$72.00
YouthCrisisCenter	Funding	\$5,008.52
ZSzekely	Services	\$390.70
Zunesis	Services	\$21,078.00
		\$5,361,002.88

Mayor Powell presented Councilman Mundell with a plaque of appreciation for her service to the community. Councilman Mundell stated her reasons for needing to leave Casper and bid farewell to Council members and City staff.

Moved by Councilman Johnson, seconded by Councilman Hopkins, to, by minute action, nominate Daniel Sandoval as Mayor of the City of Casper, Wyoming, for calendar year 2016. Motion passed.

Moved by Councilman Mundell, seconded by Councilman Sandoval, to, by minute action, nominate Stephen Cathey as Vice-President of the Casper City Council for calendar year 2016. Motion passed.

Vice-President Sandoval presented Mayor Powell with a plaque of appreciation for his service as Mayor.

Mayor Powell reflected on his experience as Mayor and thanked Councilmembers and City staff for their dedication to the community.

Municipal Court Judge Keith Nachbar issued the oath of office to newly-elected Mayor Daniel Sandoval and Vice-President of Council Stephen Cathey.

Vice-President Cathey thanked his wife for her support. Mayor Sandoval made a brief statement about Council goals and the responsible use of funds during the likely financial difficulties ahead.

Councilman Powell called for a brief recess at 6:20 p.m., and reconvened the meeting at 6:28 p.m.

Moved by Councilman Cathey, seconded by Councilman Mundell, to, by minute action establish January 19, 2016, as the public hearing date for the consideration of:

- a. vacation and replat Lot 1, Hembree Addition, creating Hembree Addition No. 2, and rezoning same, from AG (Urban Agriculture) to R-2 (One Unit Residential), located at 2671 South Robertson Road;
- b. transfer of ownership of Restaurant Liquor License No. 4, d.b.a. Botticelli Ristorante Italiano, located at 129 West 2nd Street; and,
- c. transfer of corporate ownership of Retail Liquor License No. 6, d.b.a. Frosty's Lounge, located at 520 South Center Street. Motion passed.

Moved by Councilman Hopkins, seconded by Councilman Johnson, to, by minute action, cancel the public hearing for the consideration of the real estate trade agreement to trade real property owned by the City of Casper for real property owned by Michael C. Reed. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the transfer of ownership and location of Retail Liquor License No. 5, Elixir, LLC, 800 Antler Drive, to Lucky 95, LLC, 134 North Center Street.

City Attorney Luben entered three (3) exhibits: Correspondence from Tracey L. Belser, to V.H. McDonald , dated December 15, 2015, an affidavit of publication, as published in the Casper-Star Tribune, dated December 23, 2015, and an affidavit of website publication, as published on the City of Casper website, dated December 3, 2015. City Manager McDonald provided a brief report.

Speaking in support was Peter Nicolaysen, 140 N. Center.

Speaking in opposition was Dennis Steensland, 533 S. Washington.

There being no others to speak for or against the issues involving Retail Liquor License No. 5, the public hearing was closed.

Council discussed the practice of parking liquor licenses and the overall policy of limiting the number of licenses based on population.

Moved by Councilman Hopkins, seconded by Councilman Johnson, to, by minute action, authorize the transfer of ownership and location of Retail Liquor License No. 5. Councilman Mundell voted nay. Motion passed.

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

ORDINANCE NO. 39-15
AN ORDINANCE APPROVING A ZONE CHANGE OF
LOT 15, BLOCK 96, CASPER ADDITION
SUBDIVISION IN THE CITY OF CASPER, WYOMING.

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

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

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

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

SECTION 1:

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

SECTION 2:

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

PASSED on 1st reading the 1st day of December, 2015.

PASSED on 2nd reading the 15th day of December, 2015.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 5th day of January, 2016.

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

Following resolution read:

RESOLUTION NO. 16-1

A RESOLUTION AUTHORIZING A “REAL ESTATE PURCHASE AGREEMENT” AND OTHER NECESSARY DOCUMENTS FOR THE PURCHASE OF REAL PROPERTY FROM PLAINS FURNITURE COMPANY OF CASPER, WYOMING.

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

Councilmembers made statements expressing their support or concerns with the purchase and voted on the resolution. Councilmen Cathey, Johnson, and Pacheco voted nay. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-2

A RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS FROM THE WYOMING HIGHWAY SAFETY SELECTIVE TRAFFICE ENFORCEMENT PROGRAM.

RESOLUTION NO. 16-3

A RESOLUTION APPROVING THE VACATION AND REPLAT OF MESA DEL SOL, LOTS 3B & 4A TO CREATE MESA DEL SOL ADDITION, LOTS 3C & 4B.

RESOLUTION NO. 16-4

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 1 THROUGH 12, MESA ADDITION NO.8, AS MESA ADDITION NO.10.

RESOLUTION NO. 16-5

A RESOLUTION ACCEPTING A GRANT FROM THE WYOMING BUSINESS COUNCIL COMMUNITY ENHANCEMENT GRANT PROGRAM.

RESOLUTION NO. 16-6

A RESOLUTION ACCEPTING AN EASEMENT FROM CASPER REDEVELOPMENT COMPANY, LLC, FOR INSTALLATION OF ELECTRICAL EQUIPMENT ON PRIVATE PROPERTY.

RESOLUTION NO. 16-7

A RESOLUTION AUTHORIZING AN EASEMENT FROM CITY OF CASPER TO ROCKY MOUNTAIN POWER, FOR INSTALLATION OF ELECTRICAL EQUIPMENT ON CITY-OWNED PROPERTY.

RESOLUTION NO. 16-8

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING, FOR CONSTRUCTION ADMINISTRATION SERVICES FOR PHASE II OF THE 15TH STREET AND ELM STREET IMPROVEMENTS.

RESOLUTION NO. 16-9

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH GRIZZLY EXCAVATING AND CONSTRUCTION LLC, FOR THE 1ST STREET IMPROVEMENTS PROJECT.

RESOLUTION NO. 16-10

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE EAST 21ST STREET IMPROVEMENTS PROJECT.

RESOLUTION NO. 16-11

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH 71 CONSTRUCTION FOR A PRICE INCREASE AND TIME EXTENSION FOR THE ST. MARY STORM SEWER 102-INCH OUTFALL REPAIR IN RIVERVIEW PARK.

RESOLUTION NO. 16-12

A RESOLUTION AUTHORIZING A WORK AGREEMENT WITH ROCKY MOUNTAIN POWER FOR CONVERSION OF OVERHEAD POWER TO UNDERGROUND AS PART OF THE WEST YELLOWSTONE AND WALNUT STREET RECONSTRUCTION PROJECT.

RESOLUTION NO. 16-13

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH RECYCLED MATERIALS, LLC, FOR PROFESSIONAL SERVICES FOR A HAZARDOUS MATERIAL STUDY AND DEMOLITION OF THE OLD HOGADON LODGE, SKI PATROL BUILDING AND MAINTENANCE BUILDING.

RESOLUTION NO. 16-14

A RESOLUTION APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE OPERATION AND MANAGEMENT OF THE MUNICIPAL PARKING STRUCTURE AND PARKING LOT NO. 1.

Councilman Mundell presented the foregoing thirteen (13) resolutions for adoption. Seconded by Councilman Johnson. Motion passed.

Moved by Councilman Mundell, seconded by Councilman Miller, to, by consent minute action:

1. approving the request for a change in dispensing room for Casper Hospitality, LLC, d.b.a. Courtyard Marriott, Resort License No. 4, 4260 Hospitality Lane;
2. appointing Jason Huber, member-at-large representative, Steve Boyle, Utility Contractor Representative, and re-appointing Mike Brownell, General Contractor Representative, to three year terms on the Contractors' Licensing and Appeals Board, expiring December 31, 2018;
3. authorizing the reappointment of Tom Reeder to the Leisure Services Advisory Board, to a three year term expiring December 31, 2018;
4. reappointing Michael Bell and John Lawson to the Casper Public Utilities Advisory Board to six-year terms ending December 31, 2021; and,
5. authorizing the purchase of one new 30,000 pounds vehicle lift from Napa Auto Parts, in the amount of \$19,287.46. Motion passed.

Linda Bergeron, 2352 S. Coffman, addressed Council regarding the overlap of the Council and County Commissioner meetings.

The following citizens addressed Council regarding the City-owned property at the corner of Wyoming Boulevard and 21st Street; Debby Snell, 3961 E. 20th; Doug Gibson, 2041 S. Walsh; Joe Mac Guire, 2091 S. Walsh; and Rob Shook, 2090 S. Walsh.

Other individuals addressing Council were: Cathy Ide, 3838 Garden Creek, regarding the trading of public land rather than the open auctioning of the land; Pat Sweeney, 951 N. Kimball, regarding the land trade, the conference center, the Eclipse Festival, and thanking Councilman Mundell for her service; Tracy LaMont, 721 E. 12th, regarding the Eclipse Festival, Casper Mountain land issues and other various items; and Woody Giles, 290 E. Magnolia, regarding property assessment.

Mayor Sandoval noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, January 12, 2016, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, January 19, 2016, in the Council Chambers.

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

The meeting was adjourned at 8:15 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
January 12, 2016

Casper City Council met in special session at 4:30 p.m., Tuesday, January 12, 2016. Present: Cathey, Hopkins, Johnson, Miller, Pacheco, Powell, Schlager and Mayor Sandoval.

Mayor Sandoval led the audience in the Pledge of Allegiance.

Moved by Councilman Pacheco, seconded by Councilman Hopkins, to, by consent minute action, re-appoint Councilmembers Cathey, Powell, and Sandoval to the Central Wyoming Regional Water System Joint Powers Board, to three-year terms ending December 31, 2018. Motion passed.

Moved by Councilman Cathey, seconded by Councilman Miller, to adjourn into the regularly scheduled work session. Motion passed.

The meeting was adjourned at 4:35 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

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

15-12-519 POSTAGE	\$246.66	
15-12-504 POSTAGE	\$258.68	
	\$505.34	Subtotal for Dept. Balefill
15-12-506 POSTAGE	\$188.46	
	\$188.46	Subtotal for Dept. Casper Events Center
15-12-503 POSTAGE	\$18.92	
	\$18.92	Subtotal for Dept. City Attorney
15-12-505 POSTAGE	\$20.03	
	\$20.03	Subtotal for Dept. City Manager
15-12-511 POSTAGE	\$6.96	
	\$6.96	Subtotal for Dept. Council
15-12-521 POSTAGE	\$56.02	
	\$56.02	Subtotal for Dept. Engineering
15-12-507 POSTAGE	\$913.53	
	\$913.53	Subtotal for Dept. Finance
15-12-508 POSTAGE	\$97.44	
	\$97.44	Subtotal for Dept. Fire
15-10-480 POSTAGE	\$0.58	
	\$0.58	Subtotal for Dept. Hogadon
15-12-515 POSTAGE	\$60.82	
	\$60.82	Subtotal for Dept. Human Resources
15-12-513 POSTAGE	\$2.06	
	\$2.06	Subtotal for Dept. Information Services
15-12-516 POSTAGE	\$594.08	
	\$594.08	Subtotal for Dept. Police
15-12-518 POSTAGE	\$58.14	
	\$58.14	Subtotal for Dept. Property & Liability Insurance
15-12-514 POSTAGE	\$111.41	
	\$111.41	Subtotal for Dept. Water
	\$2,633.79	Subtotal for Vendor

AAA LANDSCAPING

9939 MOWING	\$109.14	
9938 PICK UP OF REFRIGERATORS	\$50.00	
	\$159.14	Subtotal for Dept. Code Enforcement
	\$159.14	Subtotal for Vendor

AMERICAN TITLE AGENCY, INC.

RIN0026226 PLAINS FURNITURE PURCHASE	\$1,000,000.00	
	\$1,000,000.00	Subtotal for Dept. Opportunities Fund
RIN0026226 PLAINS FURNITURE PURCHASE	\$505,165.64	
	\$505,165.64	Subtotal for Dept. Special Revenue
	\$1,505,165.64	Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

2212 2015 FIRE REPLACE CONT. PARTS	\$8,968.84	
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Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

AMERI-TECH EQUIPMENT CO.

2213 2015 FIRE REPLACEMENT CONT.'S
2209 2015 FIRE-REPLACEMENT CONT.'S

\$27,302.80
\$29,390.08
\$65,661.72 Subtotal for Dept. Property & Liability Insurance
\$65,661.72 Subtotal for Vendor

ARROWHEAD HEATING & AIR CONDITIONING

6819 HVAC MAINTENANCE

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

BAR-D SIGNS, INC.

29552 DEPOT STICKERS

\$4,650.00
\$4,650.00 Subtotal for Dept. Refuse Collection
\$4,650.00 Subtotal for Vendor

BENTZ'S TOWN PUMP

36327 FUEL

\$28.00
\$28.00 Subtotal for Dept. Garage
\$28.00 Subtotal for Vendor

BURNS & MCDONNELL ENGINEERING CO., INC.

78385-15 CENTRIFUGE INSTALLATION

\$19,827.25
\$19,827.25 Subtotal for Dept. Waste Water
\$19,827.25 Subtotal for Vendor

CARBONHOUSE

418329 WEBSITE HOSTING LICENSE

\$6,300.00
\$6,300.00 Subtotal for Dept. Casper Events Center
\$6,300.00 Subtotal for Vendor

CAROLINA SOFTWARE

59793 WASTEWORCS SOFTWARE SUPPORT
59662 WASTEWIZARD SOFTWARE OTHER CON

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

CASPAR BUILDING SYSTEMS, INC.

RIN0026248 MIKE SEDAR POOL RECONSTRUCTION

\$305,308.00
\$305,308.00 Subtotal for Dept. Aquatics
\$305,308.00 Subtotal for Vendor

CASPER AREA CHAMBER OF COMMERCE, INC.

197380 DUEST

\$11,250.00
\$11,250.00 Subtotal for Dept. Social Community Services
\$11,250.00 Subtotal for Vendor

CASPER HOUSING AUTHORITY

75 1%#15 FY16 ONE CENT FUNDING

\$18,864.43

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

CASPER HOUSING AUTHORITY

\$18,864.43 Subtotal for Dept. One Cent #15

\$18,864.43 Subtotal for Vendor

CASPER PUBLIC UTILITIES

RIN0026201 SANITATION

\$103.50

RIN0026201 SEWER

\$18.69

\$122.19 Subtotal for Dept. Water Treatment Plant

\$122.19 Subtotal for Vendor

CASPER YOUTH BASEBALL

RIN0026190 REIMBURSEMENT

\$2,870.00

\$2,870.00 Subtotal for Dept. Buildings & Grounds

\$2,870.00 Subtotal for Vendor

CDW GOVERNMENT, INC.

BNV7333 CITRIX LICENSES (5)

\$1,366.75

\$1,366.75 Subtotal for Dept. Information Services

\$1,366.75 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

136120 DEC15 SYSTEM INVESTMENT FEES

\$7,404.00

136117 DEC15 WHOLESALE WATER

\$230,202.63

\$237,606.63 Subtotal for Dept. Water

\$237,606.63 Subtotal for Vendor

CENTURYLINK

RIN0026190 PHONE USE

\$37.57

RIN0026191 PHONE USE

\$74.66

RIN0026192 PHONE USE

\$74.66

RIN026224 PHONE USE

(\$52.20)

RIN0026223 PHONE USE

(\$54.68)

RIN0026222 PHONE USE

(\$27.51)

\$52.50 Subtotal for Dept. Balefill

RIN0026215 PHONE USE

\$37.57

RIN0026218 PHONE USE

\$126.74

RIN0026215 PHONE USE

\$338.13

\$502.44 Subtotal for Dept. Casper Events Center

RIN0026218 PHONE USE

\$33.61

\$33.61 Subtotal for Dept. City Hall

RIN0026225 PHONE USE

\$65.42

\$65.42 Subtotal for Dept. Code Enforcement

RIN0026218 PHONE USE

\$65.10

RIN0026218 PHONE USE

\$68.32

RIN0026215 PHONE USE

\$202.09

RIN0026215 PHONE USE

\$171.52

RIN0026218 PHONE USE

\$65.42

RIN0026218 PHONE USE

\$37.57

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

CENTURYLINK

RIN0026218	PHONE USE	\$61.32	
RIN0026218	PHONE USE	\$61.32	
RIN0026218	PHONE USE	\$339.84	
RIN0026218	PHONE USE	\$327.07	
RIN0026218	PHONE USE	\$83.82	
RIN0026218	PHONE USE	\$61.32	
RIN0026218	PHONE USE	\$23.35	
RIN0026218	PHONE USE	\$83.82	
		\$1,651.88	Subtotal for Dept. Communications Center
AP00013201081613	PHONE USE	\$1,564.91	
AP00014301081613	PHONE USE	\$716.16	
		\$2,281.07	Subtotal for Dept. Finance
RIN0026218	PHONE USE	\$65.42	
RIN0026218	PHONE USE	\$65.42	
RIN0026225	PHONE USE	\$65.42	
RIN0026215	PHONE USE	\$75.14	
RIN0026215	PHONE USE	\$37.57	
RIN0026215	PHONE USE	\$37.57	
RIN0026215	PHONE USE	\$37.57	
RIN0026215	PHONE USE	\$37.57	
RIN0026218	PHONE USE	\$74.62	
RIN0026225	PHONE USE	\$65.42	
		\$561.72	Subtotal for Dept. Fire
RIN0026215	PHONE USE	\$37.57	
RIN0026218	PHONE USE	\$63.38	
		\$100.95	Subtotal for Dept. Fleet Maintenance
RIN0026225	PHONE USE	\$43.40	
		\$43.40	Subtotal for Dept. Golf Course
RIN0026215	PHONE USE	\$32.56	
		\$32.56	Subtotal for Dept. Human Resources
RIN0026218	PHONE USE	\$65.42	
RIN0026215	PHONE USE	\$81.27	
		\$146.69	Subtotal for Dept. Parking
RIN0026218	PHONE USE	\$122.66	
RIN0026225	PHONE USE	\$43.40	
		\$166.06	Subtotal for Dept. Parks
RIN0026215	PHONE USE	\$37.57	
RIN0026218	PHONE USE	\$63.38	
RIN0026218	PHONE USE	\$23.71	
RIN0026218	PHONE USE	\$65.42	
RIN0026218	PHONE USE	\$38.32	
		\$228.40	Subtotal for Dept. Police
RIN0026215	PHONE USE	\$37.57	
		\$37.57	Subtotal for Dept. Recreation
RIN0026218	PHONE USE	\$65.42	
RIN0026218	PHONE USE	\$44.45	
RIN0026218	PHONE USE	\$44.45	

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

CENTURYLINK

RIN0026218 PHONE USE
RIN0026215 PHONE USE

\$154.32 Subtotal for Dept. Streets
\$1,740.74
\$36.16

RIN0026215 PHONE USE
RIN0026225 PHONE USE
RIN0026215 PHONE USE

\$1,776.90 Subtotal for Dept. Waste Water
\$90.83
\$195.94
\$53.88

RIN0026200 PHONE USE

\$340.65 Subtotal for Dept. Water
\$42.30
\$42.30 Subtotal for Dept. Water Treatment Plant
\$8,218.44 Subtotal for Vendor

CH DIAGNOSTIC & CONSULTING SVC., INC.

20150858 LAB TESTING WATER BORNE PART.

\$430.00
\$430.00 Subtotal for Dept. Water Treatment Plant
\$430.00 Subtotal for Vendor

CHARLES SIMONS

91912790 UNIFORMS

\$175.96
\$175.96 Subtotal for Dept. Police
\$175.96 Subtotal for Vendor

CHARTER

AP00017501081613 INTERNET

\$452.95
\$452.95 Subtotal for Dept. Finance
\$452.95 Subtotal for Vendor

CIGNA HEALTH & LIFE INSURANCE COMPANY

1917891 PLAN ADMINISTRATION FEES

\$13,014.42
\$13,014.42 Subtotal for Dept. Health Insurance
\$13,014.42 Subtotal for Vendor

CITY OF CASPER

135898 EMPLOYEE BREAKFAST

\$3,154.00
\$3,154.00 Subtotal for Dept. Council
\$3,154.00 Subtotal for Vendor

CITY OF CASPER - BALEFILL

525/136008 SANITATION

\$32.43
\$32.43 Subtotal for Dept. Hogadon

247/136147 SANITATION

\$16.45
\$16.45 Subtotal for Dept. Parks

2772/136010 SANITATION
2772/136104 SANITATION
2772/136207 SANITATION
2772/135991 SANITATION
2772/136132 SANITATION

\$9,383.30
\$5,325.10
\$5,115.95
\$4,647.66
\$5,525.32

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

CITY OF CASPER - BALEFILL

2772/136174 SANITATION	\$5,975.07	
2772/135962 SANITATION	\$4,970.76	
2772/136191 SANITATION	\$23,280.00	
	\$64,223.16	Subtotal for Dept. Refuse Collection
1276/136011 SANITATION	\$69.00	
1276/136133 SANITATION	\$121.73	
1276/135963 SANITATION	\$147.66	
	\$338.39	Subtotal for Dept. Waste Water
	\$64,610.43	Subtotal for Vendor

CK MECHANICAL PLUMBING & HEATING, INC.

41339 HEADWORKS BLDG HEATER REP	\$21,746.00	
	\$21,746.00	Subtotal for Dept. Waste Water
	\$21,746.00	Subtotal for Vendor

COLLUMS, MORGAN

0025693560 DEPOSIT/CREDIT REFUND	\$16.22	
	\$16.22	Subtotal for Dept. Water
	\$16.22	Subtotal for Vendor

COMMUNITY BUILDERS, INC.

2015-502 BOOMER STUDY UPDATE DEC INVOIC	\$5,229.75	
	\$5,229.75	Subtotal for Dept. Council
	\$5,229.75	Subtotal for Vendor

COMPASSDATA, INC.

4829 FY16 AERIAL QUALITY ASSURANCE	\$5,395.47	
4829 FY16 AERIAL QUALITY ASSURANCE	\$567.03	
	\$5,962.50	Subtotal for Dept. Metropolitan Planning
	\$5,962.50	Subtotal for Vendor

COMTRONIX, INC.

45039 REPAIRS	\$132.00	
	\$132.00	Subtotal for Dept. Code Enforcement
45094 DATA CABLING-STN 3	\$132.00	
45099 ALARM SERVICE-STN 2	\$372.00	
45100 ALARM SERVICE-STN 3	\$492.00	
	\$996.00	Subtotal for Dept. Fire
44990 TELECOMMUNICATIONS	\$269.70	
	\$269.70	Subtotal for Dept. Human Resources
	\$1,397.70	Subtotal for Vendor

CONTACT WIRELESS

146937 ADVERTISING	\$339.00	
	\$339.00	Subtotal for Dept. Casper Events Center
	\$339.00	Subtotal for Vendor

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

DESERT MTN. CORP.

15-41351 ICE SLICER	\$4,136.83	
15-41357 ICE SLICER	\$10,422.43	
15-43219 ICE SLICER	\$5,139.94	
15-41352 ICE SLICER	\$24,813.22	
	\$44,512.42	Subtotal for Dept. Streets
	\$44,512.42	Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

3599 COMPOST SCRREN REPAIR	\$475.00	
	\$475.00	Subtotal for Dept. Balefill
	\$475.00	Subtotal for Vendor

ECOLAB PEST ELIMINATION DIV., INC.

6912269 PEST CONTROL	\$76.00	
6912270 PEST CONTROL	\$202.34	
	\$278.34	Subtotal for Dept. Casper Events Center
	\$278.34	Subtotal for Vendor

ENGINEERING DESIGN ASSOCIATES

09187 EMERGENCY GENERATOR PROJ 1	\$675.00	
09186 EXTERIOR LIGHTING REPLACEM	\$506.00	
09186 EXTERIOR LIGHTING REPLACE	\$2,024.00	
	\$3,205.00	Subtotal for Dept. Casper Events Center
09185 HEATING REPLACEMENT-DESIGN	\$1,935.00	
	\$1,935.00	Subtotal for Dept. CDBG
	\$5,140.00	Subtotal for Vendor

ENVIRONMENTAL & CIVIL SOLUTIONS, LLC

3880 AMEND 2 - COUNTRY CLUB RD RECO	\$536.13	
	\$536.13	Subtotal for Dept. Streets
3878 2ND ST WATER MAIN LOOP PROJECT	\$3,222.10	
3878 2ND ST WATER MAIN LOOP PROJECT	\$108.15	
3903 2ND STREET WATER MAIN LOOP PRO	\$4,821.25	
	\$8,151.50	Subtotal for Dept. Water
	\$8,687.63	Subtotal for Vendor

FAMILY JOURNEY CENTER

108 1%#15 FY16 ONE CENT FUNDING	\$165.04	
	\$165.04	Subtotal for Dept. One Cent #15
	\$165.04	Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1117235 MERCHANT FEES	\$123.86	
	\$123.86	Subtotal for Dept. Casper Events Center
REMI1117230 MERCHANT FEES	\$15.10	
	\$15.10	Subtotal for Dept. Fort Caspar
REML1117232 MERCHANT FEES	\$68.75	

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

FIRST DATA MERCHANT SVCS CORP.

\$68.75 Subtotal for Dept. Metro Animal
\$207.71 Subtotal for Vendor

FIRST VETERINARY SUPPLY

K82427 CONTROLLED SUBSTANCE

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

GLEN HOLDER

RIN0026237 BOOT REIMBURSEMENT

\$66.12
\$66.12 Subtotal for Dept. Streets
\$66.12 Subtotal for Vendor

GOOD 2 GO STORES

NP46299383 FUEL

\$312.19
\$312.19 Subtotal for Dept. Fire
\$312.19 Subtotal for Vendor

GOVERNMENTJOBS.COM

INV16802 SERVICES

\$12,750.00
\$12,750.00 Subtotal for Dept. Human Resources
\$12,750.00 Subtotal for Vendor

GPC ARCHITECTS PLLC

RIN0026246 LODGE PROJECT 15-14

\$17,500.00
\$17,500.00 Subtotal for Dept. Hogadon
\$17,500.00 Subtotal for Vendor

GREATER WYOMING BIG BROTHERS, BIG SISTERS

2015-2 FY16 1%#15 ONE CENT FUNDING

\$4,858.82
\$4,858.82 Subtotal for Dept. One Cent #15
\$4,858.82 Subtotal for Vendor

GREGORY YONEDA

RIN0026233 MILEAGE REIMBURSEMENT

\$21.62
\$21.62 Subtotal for Dept. Information Services
\$21.62 Subtotal for Vendor

GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.

29 POLY

\$300.00
\$300.00 Subtotal for Dept. Police
\$300.00 Subtotal for Vendor

HEWLETT PACKARD

56731858 HP LASER JET ENTERPRISE M506DN

\$622.00
\$622.00 Subtotal for Dept. Casper Events Center

56721222 COMPUTER

\$1,053.32

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

HEWLETT PACKARD

\$1,053.32 Subtotal for Dept. Finance
\$1,675.32 Subtotal for Vendor

HEWLETT PACKARD COMPANY

56696520 MONITOR-CRR DIVISION

\$190.00
\$190.00 Subtotal for Dept. Fire

56696519 MONITOR

\$190.00
\$190.00 Subtotal for Dept. Recreation
\$380.00 Subtotal for Vendor

HLP, INC.

11436 LICENSES/SUPPORT/MAINTENANCE

\$2,880.00
\$2,880.00 Subtotal for Dept. Metro Animal
\$2,880.00 Subtotal for Vendor

HOMAX OIL SALES, INC.

0315801-IN DIESEL FUEL

\$566.73

0315801-IN DIESEL FUEL

\$17,353.67

0315803-IN UNLEADED FUEL

\$19,951.43

0315801-IN DIESEL FUEL

\$519.35

0314921-IN 10W30 SYN BLEND ENG OIL DIESEL

\$3,426.80

0315803-IN MISC. FUEL ADD DIFF.

(\$0.01)

\$41,817.97 Subtotal for Dept. Garage

0313509-IN FLEET EC 10W-30 & DRUM DEPOSIT

\$508.75

\$508.75 Subtotal for Dept. Golf Course

0315108-IN LUBRICANTS, KEROSENE

\$187.71

0313979-IN 142 SOLVENT LUBRICANT

\$87.00

\$274.71 Subtotal for Dept. Waste Water

CL69210 DEC. FUEL

\$5,189.52

\$5,189.52 Subtotal for Dept. Water

\$47,790.95 Subtotal for Vendor

INBERG-MILLER ENGINEERS

17466CM04.11 TESTING 5TH STREET

\$365.00

17466CM01.13 MATERIALS TEST - ST. MARY'S

\$1,016.00

\$1,381.00 Subtotal for Dept. Streets

\$1,381.00 Subtotal for Vendor

INSTALLATION & SVC. CO.

RIN0026213 2015 MISC. WATERLINE REPLMNT P

\$27,218.25

\$27,218.25 Subtotal for Dept. Streets

\$27,218.25 Subtotal for Vendor

ISABELLE SHIELDS

RIN0026211 REFUND

\$75.00

\$75.00 Subtotal for Dept. Recreation

\$75.00 Subtotal for Vendor

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

JERRY KOLLMANN

12231521067 TOOL ALLOWANCE

\$136.45

\$136.45 Subtotal for Dept. Fleet Maintenance

\$136.45 Subtotal for Vendor

JOY CLARK

RIN0026214 TUITION REIMBURSEMENT

\$831.48

\$831.48 Subtotal for Dept. Planning

\$831.48 Subtotal for Vendor

KNIFE RIVER/JTL

RIN0026212 RETAINAGE 14-18

(\$16,598.58)

(\$16,598.58) Subtotal for Dept. Capital Projects

RIN0026212 W YELLOWSTONE HWY & WALNUT ST

\$165,985.76

\$165,985.76 Subtotal for Dept. Streets

\$149,387.18 Subtotal for Vendor

KUBWATER RESOURCES, INC

05381 ZETAG 7593 DRY POLYMER

\$9,678.03

\$9,678.03 Subtotal for Dept. Waste Water

\$9,678.03 Subtotal for Vendor

LABOR READY CENTRAL, INC.

20469861 TEMPORARY LABOR

\$283.80

20479388 TEMPORARY LABOR

\$283.80

20502381 TEMPORARY LABOR

\$283.80

\$851.40 Subtotal for Dept. Casper Events Center

\$851.40 Subtotal for Vendor

LONG BUILDING TECHNOLOGIES

JC124543 HVAC UPG CONTRACT

\$13,556.00

\$13,556.00 Subtotal for Dept. Buildings & Grounds

\$13,556.00 Subtotal for Vendor

MANPOWER, INC.

29523116 TEMPORARY LABOR

(\$13.18)

29491217 TEMPORARY LABOR

\$136.91

29296975 TEMPORARY LABOR

\$1,155.96

\$1,279.69 Subtotal for Dept. Casper Events Center

\$1,279.69 Subtotal for Vendor

MICHAEL PREWITT

RIN0026230 322 & 344 SOUTH DAVID ST

\$4,000.00

\$4,000.00 Subtotal for Dept. Special Revenue

\$4,000.00 Subtotal for Vendor

MICROSOFT CORPORATION

AP00017601081613 EMAIL ACCOUNTS-E08001RMR6

\$3,498.00

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

MICROSOFT CORPORATION

\$3,498.00 Subtotal for Dept. Finance

\$3,498.00 Subtotal for Vendor

MIKE OGDEN

279795 CLOTHING ALLOWANCE

\$169.56

\$169.56 Subtotal for Dept. Police

\$169.56 Subtotal for Vendor

MITCH HILL

0475 CLOTHING ALLOWANCE

\$157.49

\$157.49 Subtotal for Dept. Police

\$157.49 Subtotal for Vendor

NANCY RAUCHFUSS

RIN#0026232 PUBLIC NOTARY REIMBURSEMENT

\$48.00

\$48.00 Subtotal for Dept. Property & Liability Insurance

\$48.00 Subtotal for Vendor

NATL. DEVELOPMENT COUNCIL

6004 TECHNICAL ASSISTANCE

\$833.33

\$833.33 Subtotal for Dept. Council

\$833.33 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

1778 ADULT PRISONER CARE OCT 2015

\$119,674.00

\$119,674.00 Subtotal for Dept. Police

\$119,674.00 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE42487 UNIFORMS

\$83.95

NE42383 UNIFORMS

\$64.95

LN-326471 UNIFORMS

\$799.00

NE42309 UNIFORMS

\$167.90

NE42363 UNIFORMS

\$54.95

NE42364 UNIFORMS

\$54.95

NE42376 UNIFORMS

\$109.90

\$1,335.60 Subtotal for Dept. Police

\$1,335.60 Subtotal for Vendor

OHLSON LAVOIE CORPORATION

111808 MIKE SEDAR POOL RECONSTRUCTION

\$1,548.15

\$1,548.15 Subtotal for Dept. Aquatics

\$1,548.15 Subtotal for Vendor

P-CARD VENDORS

00038710 FACEBOOK

\$100.14

00038556 PARTY AMERICA CASPER

\$23.75

00038761 ATLAS OFFICE PRODUCTS

\$136.91

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00038796	ARC SERVICES/TRAINING	\$27.00	
00038714	NORCO INC	\$51.00	
00038745	ARC SERVICES/TRAINING	\$210.00	
		\$548.80	Subtotal for Dept. Aquatics
00038887	BAILEYS ACE HARDWARE	\$62.47	
00038882	SQ DOUBLE D WELDING	\$475.00	
00038830	AGP PROPANE SERVICES	\$1,587.90	
00038557	CASPER TIRE 0000705	\$14.29	
00038911	HOMAX OIL SALES INC	\$9,999.99	
00038639	AMERI-TECH EQUIPMENT C	\$42.01	
00038524	NMI NATIONWIDE/ALLIED	\$50.00	
00039105	WESTERN BALER & CONVEY	\$257.50	
00039059	CASPER FIRE EXTINGUISH	\$1,085.55	
00038890	AMERI-TECH EQUIPMENT C	\$2,902.00	
00039045	MENARDS CASPER WY	\$126.73	
00038648	WW GRAINGER	\$141.84	
00039013	CASPER TIRE 0000705	\$485.00	
00038631	SAMS CLUB #6425	\$15.38	
00038978	BAILEYS ACE HARDWARE	\$73.98	
00038948	CITY SERVICE ELECTRIC	\$225.00	
00038583	LONG BLDG. TECHNOLOGIE	\$287.50	
00038364	BAILEYS ACE HARDWARE	\$19.33	
00038666	CK MECHANICAL PLUMB	\$780.00	
00038510	MENARDS CASPER WY	\$108.48	
00039042	CASPER FIRE EXTINGUISH	\$253.50	
00038671	IN PEDENS INC.	\$172.00	
00038631	SAMS CLUB #6425	\$85.58	
00038709	WAL-MART #1617 - Credit	(\$5.49)	
00038736	MENARDS CASPER WY	\$50.30	
00038821	MENARDS CASPER WY	\$159.50	
00038424	MCCOY SALES CORPORATIO	\$63.20	
00038435	CRUM ELECTRIC SUPPLY C	\$92.20	
00038488	CASPER STAR TRIBUNE	\$265.80	
00038794	BAILEYS ACE HARDWARE	\$89.97	
00038802	BEARING BELTCHAIN00244	\$76.93	
00038832	IN CASPER SAFETY LLC	\$5,000.00	
00038738	WM SUPERCENTER #3778	\$8.47	
00038880	MENARDS CASPER WY	\$20.93	
00038878	HOMAX OIL SALES INC	\$2,821.74	
00038875	ADVANCED HYDRAULIC AND	\$662.66	
00038866	BOBCAT OF CASPER	\$623.46	
00038474	CASPER STAR TRIBUNE	\$255.00	
00038806	WYOMING MACHINERY CO	\$2,814.00	
00038806	WYOMING MACHINERY CO	\$10,364.42	
00038858	ALSCO SLCAS	\$364.00	
		\$42,978.12	Subtotal for Dept. Balefill
00038835	CASPER WINNELSON CO	\$73.92	
00038580	HUB FLOOR COVERING INC	\$184.69	

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00038833 CASPER WINNELSON CO	\$493.45	
00039035 DIAMOND VOGEL PAINT #7	\$26.34	
	\$778.40	Subtotal for Dept. Buildings & Grounds
00038737 BLOEDORN LUMBER CASPER	\$6.65	
00038527 CASPER WINNELSON CO	\$98.64	
00038694 MENARDS CASPER WY	\$49.99	
00038708 OVERHEAD DOOR CO OF CA	\$195.00	
00039009 CASPER WINNELSON CO	\$11.59	
00039007 ATLAS OFFICE PRODUCTS	\$48.47	
00038858 ALSCO SLCAS	\$237.68	
00039004 CASPER WINNELSON CO	\$10.50	
00038986 SAMS CLUB #6425	\$26.52	
00038985 BAILEYS ACE HARDWARE	\$30.48	
00038982 NORCO INC	\$229.12	
00038964 HOSE & RUBBER SUPPLY	\$11.85	
00038943 DIAMOND VOGEL PAINT #7	\$5.07	
00039121 WW GRAINGER	\$48.97	
00039025 DIAMOND VOGEL PAINT #7	\$12.06	
00038594 CASPER WINNELSON CO	\$125.65	
00038744 KONE INC.	\$1,488.60	
00039079 OREILLY AUTO 00027466	\$39.80	
00038415 BARGREEN WYOMING 25	\$57.49	
00039098 BAILEYS ACE HARDWARE	\$27.78	
00038889 DIAMOND VOGEL PAINT #7	\$5.07	
00038725 KONE INC.	\$1,488.60	
00038532 CASPER WINNELSON CO	\$13.60	
00039047 HOSE & RUBBER SUPPLY	\$10.79	
00038490 NORCO INC	\$40.65	
00038548 RMI WYOMING INC	\$84.84	
00039095 HERCULES INDUSTRIES CA	\$25.82	
00038573 SQ ATLANTIC ELECTRIC,	\$112.50	
00038544 BARGREEN WYOMING 25 - Credit	(\$57.49)	
00038758 CASPER WINNELSON CO	\$29.50	
00039034 MENARDS CASPER WY	\$139.00	
00038245 CRUM ELECTRIC SUPPLY C	\$52.95	
00039061 GEORGE T SANDERS 20	\$21.50	
00038663 SHERWIN WILLIAMS #3439	\$36.89	
00038597 BAILEYS ACE HARDWARE	\$22.99	
00038625 CRUM ELECTRIC SUPPLY C	\$20.00	
00038616 SHERWIN WILLIAMS #3439	\$36.89	
00038611 DENNIS SUPPLY COMPANY	\$112.38	
00038610 SHERWIN WILLIAMS #3439	\$82.85	
00038602 BAILEYS ACE HARDWARE	\$9.99	
00038754 AIRGAS CENTRAL	\$54.71	
	\$5,105.94	Subtotal for Dept. Buildings And Grounds
00038598 BUS LEGAL AD	\$119.20	
00038598 LOCAL MATCH	\$119.20	
	\$238.40	Subtotal for Dept. C.A.T.C.

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00038486 COMTRONIX	\$966.96	
	\$966.96	Subtotal for Dept. Capital Projects
00038408 WW GRAINGER	\$18.20	
00038710 FACEBOOK	\$30.00	
00038428 WW GRAINGER	\$112.23	
00038432 ATHLETICA/SPORTS SYSTE	\$60.00	
00038531 FACEBK NM7SU8JFG2	\$50.14	
00038563 SAMS INTERNET	\$255.28	
00038565 SAMS CLUB #6425	\$13.34	
00038681 POLLSTAR	\$789.00	
00038587 SAMSClub #6425	\$74.84	
00038407 CHARTER COMM	\$140.20	
00038710 FACEBOOK LCX3492XR2	\$300.00	
00038710 FACEBOOK	\$30.30	
00038288 FULL COMPASS SYS VT	\$287.22	
00038280 MOUNTAIN STATES LITHOG	\$310.90	
00038687 FACEBK HU6GT8AGG2	\$29.86	
00038793 ATLAS OFFICE PRODUCTS	\$187.32	
00038934 SHIRTS & MORE, INC.	\$47.50	
00038729 WM SUPERCENTER #3778	\$248.88	
00038972 FINANCIAL SERVICES	\$1,208.06	
00038980 UNITED 01624759965835	\$501.70	
00038793 ATLAS	\$12.12	
00038990 UNITED 01624759965824	\$501.70	
00038235 SAMSClub #6425	\$49.83	
00038922 LONG BLDG. TECHNOLOGIE	\$8,492.00	
	\$13,750.62	Subtotal for Dept. Casper Events Center
00038205 NOR NORTHERN TOOL	\$1,702.19	
00038292 SAMS CLUB #6425	\$27.98	
00039021 NORCO INC	\$42.25	
00038076 CROWNE PLAZA	\$131.04	
	\$1,903.46	Subtotal for Dept. Cemetery
00038851 ATLAS OFFICE PRODUCTS	\$26.04	
00038931 TOP OFFICE PRODUCTS IN	\$73.48	
00038760 ATLAS OFFICE PRODUCTS	\$53.87	
00038404 THOMSON WEST TCD	\$96.00	
	\$249.39	Subtotal for Dept. City Attorney
00038419 BAR BARCODES INC	\$83.87	
00038534 AMBI MAIL AND MARKETIN	\$294.00	
00038854 ATLAS OFFICE PRODUCTS	\$320.99	
	\$698.86	Subtotal for Dept. Code Enforcement
00037030 CPU VENTURE TECH NETWO	\$910.00	
	\$910.00	Subtotal for Dept. Council
00039075 DIAMOND VOGEL PAINT #7	\$14.19	
00038777 ATLAS OFFICE PRODUCTS	\$19.84	
	\$34.03	Subtotal for Dept. Engineering
00038753 ATLAS OFFICE PRODUCTS	\$110.08	

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00037783	ATLAS OFFICE PRODUCTS	\$47.11	
00037713	BIZWEST MEDIA	\$106.83	
00038818	ATLAS OFFICE PRODUCTS	\$75.78	
00038750	ATLAS OFFICE PRODUCTS	\$9.80	
00037989	ATLAS OFFICE PRODUCTS	\$77.47	
00038603	MERBACK AWARDS COMPANY	\$15.75	
		\$442.82	Subtotal for Dept. Finance
00038517	OVERHEAD DOOR CO OF CA	\$428.13	
00037416	MERBACK AWARDS COMPANY	\$18.50	
00038921	SAFE KIDS WORLDWIDE	\$50.00	
00038500	ENTENMANN-ROVIN COMPAN	\$121.75	
00037435	NFPA NATL FIRE PROTECT	\$165.00	
00038669	ATLAS OFFICE PRODUCTS	\$60.16	
00037651	WAL-MART #3778	\$26.31	
00038700	WYOMING CAMERA OUTFITT	\$149.98	
00037671	MENARDS CASPER WY	\$60.88	
00038262	HOTEL RESERVATIONS	\$313.14	
00038145	MURDOCH'S RANCH & HOME	\$73.48	
00038391	AMAZON MKTPLACE PMTS	\$49.47	
00038844	CPS DISTRIBUTORS INC C	\$86.80	
00038569	MENARDS CASPER WY	\$25.41	
00038476	WALGREENS #7462	\$10.98	
00038581	BEST BUY 00015271	\$52.49	
00038317	AED SUPERSTORE	\$786.50	
00038537	BUSH-WELLS SPORTING GO	\$99.99	
00037865	IN F.D. SIGNWORKS, LL	\$111.68	
00038114	OFFICEMAX/OFFICEDEPOT6	\$52.49	
00037803	AED SUPERSTORE	\$1,326.00	
00038523	WM SUPERCENTER #3778	\$91.93	
00038153	KISTLER TENT AND AWNIN	\$40.00	
00037434	WITMER PUBLIC SAFETY G	\$1,277.02	
00038222	IAAI	\$100.00	
00038589	ATLAS OFFICE PRODUCTS	\$258.30	
00037799	THE HOME DEPOT 6001	\$9.36	
00038128	AMAZON MKTPLACE PMTS	\$466.90	
00038841	BAILEYS ACE HARDWARE	\$37.99	
00038586	L N CURTIS & SONS	\$310.18	
00038582	ATLAS OFFICE PRODUCTS	\$59.87	
00037698	MENARDS CASPER WY - Credit	(\$60.88)	
00038204	COMMUNICATION TECHNOLO	\$472.00	
00038423	WORKINGPERSONSTORE.COM	\$650.00	
00038798	ATLAS OFFICE PRODUCTS	\$187.14	
00038550	MES FIRE	\$4,376.00	
00038825	IN JOHNSON ROBERTS &	\$32.00	
00038803	BLM-NIFC FIRE CACHE	\$167.51	
00038871	ATLAS OFFICE PRODUCTS	\$11.26	
00038828	VZWRLSS IVR VB	\$1,723.52	
		\$14,279.24	Subtotal for Dept. Fire

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00038535	NAPA/HELICOIL	\$27.53
00038535	NAPA/CARB & CHOKE CLEANER	\$15.98
00038526	JACKS TRUCK /MUFFLER	\$147.83
00038515	CMI-TECO - ENGINE HEATER	\$79.33
00038511	HOSE & RUBBER SUPPLY - HYD COU	\$34.89
00037470	AMAZON MKTPLACE PMTS	\$48.48
00038507	INLAND TRUCK PARTS #	\$734.83
00038169	EXPRESS EMPLOYMENT PRO	\$1,338.29
00038514	GREINER MOTOR COMPANY - ALTERN	\$450.95
00038535	NAPA/SELF ADJUSTER REAPIR KITS	\$15.98
00038535	NAPA/BREAK AWAY SWITCH	\$15.99
00038535	NAPA/BATTERY	\$161.69
00038535	NAPA/ROTOR & DRUM	\$192.96
00038566	CASPER TIRE 0000705 - C/O IN #	\$110.00
00038535	NAPA/BRAKE HARDWARE KIT	\$6.99
00038541	HONNEN EQUIPMENT 04 - ALTERNAT	\$408.96
00038543	STOTZ EQUIPMENT - COVER	\$11.79
00038513	CASPER WINNELSON CO	\$217.48
00038533	CASPER WINNELSON CO	\$25.91
00038559	BLOEDORN LUMBER CASPER	\$15.58
00038562	CASPER WINNELSON CO	\$27.08
00038535	NAPA	\$112.84
00038473	EQUIPMENT COMPANY OF T - ECOR	\$146.48
00038456	GREINER WEATHERSTRIP	\$101.38
00038453	EPASALES - HALOGEN SPOT LIGHT	\$160.61
00038445	JACKS TRUCK /CONDENSER	\$232.02
00038438	BAILEYS ACE HARDWARE	\$7.99
00038664	BEARING BELTCHAIN00244-BELT	(\$6.55)
00038459	MCCOY SALES CORPORATIO - Credi	(\$48.93)
00038470	AMAZON.COM AMZN.COM/BI	\$279.95
00038413	MCCOY SALES CORPORATIO	\$16.61
00038397	FERGUSON ENT #3069	\$227.79
00038337	ALPINE MOTOR SPORTS/GASKET	\$29.95
00038505	JTE/MUFFLER	\$147.83
00038269	AMAZON.COM AMZN.COM/BI	\$21.50
00038421	MCCOY SALES /45 DEGREE ELBOW	\$10.89
00038478	SAFETY KLEEN SYSTEMS B	\$797.36
00038238	ATLAS OFFICE PRODUCTS	\$7.73
00038489	CPW/BUMP PAD	\$47.92
00038492	GREINER MOTOR COMPANY - Credit	(\$50.00)
00038493	LARIAT INTERNATIONAL T - 90 DE	\$24.36
00038497	JACKS TRUCK /BATTERY COVER	\$102.58
00038501	JTE/CHECK VALVE	\$11.14
00038216	EXPRESS EMPLOYMENT PRO	\$868.08
00038212	DECKER AUTO GLASS	\$60.00
00038503	AMERI-TECH EQUIPMENT C - DIAG	\$185.95
00038178	EXPRESS EMPLOYMENT PRO	\$1,157.44
00038314	L N CURTIS/VMUX VISTA IV NODE	\$1,295.00

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00038860	JTE/EXHAUST CLAMP	\$25.06
00038664	BEARING BELTCHAIN00244-CORE DE	(\$27.07)
00038815	NAPA/RELAY	\$14.56
00038815	NAPA/BATTERY	\$123.02
00038815	NAPA/BATTERY	\$106.51
00038815	NAPA/ATP SENSOR	\$53.00
00038815	NAPA/BELT	\$42.48
00038816	NORCO INC	\$38.25
00038819	GREINER MOTOR COMPANY - EXHAUS	\$374.81
00038822	BEARING BELTCHAIN00244 - BELT	\$45.36
00038831	CMI-TECO - Credit	(\$200.00)
00038837	GOODYEAR COMMERCIAL TI -14.00R	\$6,190.48
00038838	HONNEN EQUIPMENT 04 - CORE	(\$50.00)
00038843	USPS 57155804730311021	\$4.14
00038815	NAPA/CLINIC	\$50.00
00038899	CMI/LOW POWER & DPF FAULT	\$4,382.81
00038941	ASAP /239014 RADIATOR	\$966.63
00038923	MIDLAND/ROLLER ASM,BLADES & BR	\$460.14
00038913	STOTZ EQUIPMENT	\$344.80
00038910	GREINER MOTOR COMPANY	\$32.94
00038908	STOTZ/SHOES	\$115.94
00038846	IN VEHICLE LIGHTING S - HALOG	\$46.81
00038899	CMI/CHECK ENGINE LIGHT	\$227.70
00038847	CMI-TECO - GAS SPRING ASSY	\$62.80
00038899	CMI/ELECTRICAL ISSUES	\$170.78
00038895	GCR /MOUNT TIRES ON RIMS	\$333.38
00038888	CRUM ELECTRIC SUPPLY C	\$12.28
00038877	STOTZ EQUIPMENT	\$581.42
00038864	BEARING BELTCHAIN00244	\$32.88
00038813	CMI-TECO - MOTORIZED MIRROR	\$100.00
00038901	MIDLAND/REELS,BRGS & SHAFT ROL	\$379.95
00038713	GOODYEAR COMMERCIAL TI - 205/6	\$176.50
00038624	STOTZ EQUIPMENT	\$11.66
00038627	DECKER AUTO GLASS	\$140.63
00038632	TURBO AND DIESEL SERVI - INJ A	\$983.35
00038637	SWPS.COM/2105909363 - WHELEN L	\$89.94
00038564	GCR TIRES /PRESS TIRES ON RIMS	\$100.00
00038664	BEARING BELTCHAIN00244-CORE DE	(\$70.00)
00038483	WW GRAINGER	\$37.32
00038664	BEARING BELTCHAIN00244-LOWER B	\$35.73
00038664	BEARING BELTCHAIN00244-WHEEL B	\$81.85
00038664	BEARING BELTCHAIN00244 - SWAY	\$24.48
00038664	BEARING BELTCHAIN00244-FAN	\$44.69
00038664	BEARING BELTCHAIN00244-RELAY	\$18.85
00038664	BEARING BELTCHAIN00244-EXHAUST	\$7.38
00038815	NAPA/BATTERY CORE	(\$54.04)
00038752	CMI-TECO - motor mirror	\$100.00
00038808	CASPER TIRE/TIRE REPAIRS	\$54.29

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00038804	BEARING BELTCHAIN00244 - WIPER	\$10.56	
00038788	JTE/EXHAUST MANIFOLD BOLTS	\$6.22	
00038776	WYO MACH/REPAIR CONTROL VALVE	\$1,200.00	
00038776	WYO MACH/LP GAS HOSE	\$96.17	
00038664	BEARING BELTCHAIN00244-BATTERY	\$323.38	
00038769	AGP PROPANE SERVICES	\$46.31	
00038705	GOODYEAR COMMERCIAL TI - 6.00-	\$447.60	
00038746	IN PETERSON EQUIPMENT	\$118.68	
00038734	INLAND TRUCK PARTS # - YOLK AS	\$815.95	
00038727	CASPER TIRE 0000705 - 75R15 MI	\$928.00	
00038723	WYOMING MACHINERY CO	\$1,791.06	
00038716	GOODYEAR COMMERCIAL TI	\$623.70	
00038614	AGP PROPANE SERVICES	\$42.71	
00038776	WYO MACH/THERMOSTAT & GSKT	\$16.94	
00037974	GREINER /STRG LINKS	(\$374.68)	
00038588	L N CURTIS & SONS	\$15.00	
00039146	BLOEDORN LUMBER CASPER	\$192.17	
00037974	GREINER/LAMP	(\$20.48)	
	\$33,140.22		Subtotal for Dept. Fleet Maintenance
00038768	ATLAS OFFICE PRODUCTS	\$35.24	
00038318	BB MPMA	\$45.00	
00038829	ATLAS OFFICE PRODUCTS	\$36.80	
00038496	PASTPERFECT SOFTWARE	\$32.00	
	\$149.04		Subtotal for Dept. Fort Caspar
00038897	BEARING BELTCHAIN00244	\$428.69	
00038655	DRIVE TRAIN CASPER - U JOINTS	\$199.20	
00038402	HONNEN EQUIPMENT 04	\$525.56	
00038574	GOODYEAR COMMERCIAL TI	\$185.00	
00038898	CMI-TECO - MIRROR HEADS	\$277.85	
00038455	WW GRAINGER	\$45.54	
00038457	CENTRAL PARTS WAREHOUS	\$29.05	
00038396	AMERI-TECH EQUIPMENT C	\$47.73	
00038491	WW GRAINGER	\$9.12	
00038494	JACKS TRUCK AND EQUPMT	\$10.41	
00038495	GREINER MOTOR COMPANY	\$94.74	
00038508	JACKS TRUCK AND EQUPMT	\$124.40	
00038512	JACKS TRUCK AND EQUPMT	\$141.94	
00038516	CMI-TECO	\$87.84	
00038519	EQUIPMENT COMPANY OF T	\$1,896.32	
00038520	L N CURTIS & SONS	\$2,381.61	
00038521	BAILEYS ACE HARDWARE	\$4.00	
00038920	CMI-TECO - MIRROR HEAD	\$511.30	
00038530	AMERI-TECH EQUIPMENT C	\$514.98	
00038535	BEARING BELTCHAIN00244	\$809.89	
00038535	NAPA	\$106.36	
00038545	GOODYEAR COMMERCIAL TI	\$228.50	
00038909	ASAP RADIATOR AND SUPP - Credi	(\$1,170.02)	
00038664	BEARING BELTCHAIN00244-STOCK	\$3,170.77	

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00038784	JACKS TRUCK AND EQUIPMT - STOCK	\$373.14	
00038783	DRIVE TRAIN CASPER	\$43.06	
00038778	JACKS TRUCK AND EQUIPMT	\$96.21	
00038776	WYO MACH/LAMP	\$116.19	
00038776	WYO MACH/CUTTING EDGES	\$1,643.58	
00038792	AMERI-TECH EQUIPMENT C	\$8.22	
00038767	JACKS TRUCK AND EQUIPMT	\$323.64	
00038763	DRIVE TRAIN CASPER	\$67.80	
00038756	INDUSTRIAL SCREEN & MA - 63980	\$1,370.00	
00038723	WYOMING MACHINERY CO	\$151.03	
00038715	B&B AUTO ELECTRIC INC - ALTERN	\$75.00	
00038518	CMI-TECO - STOCK WEATHERPROOF	\$38.27	
00038680	CMI-TECO - Credit	(\$192.02)	
00038893	STOTZ EQUIPMENT	\$459.20	
00038815	BEARING BELTCHAIN00244	\$2,267.29	
00038815	NAPA/RETURNED FILTERS	(\$135.66)	
00038664	BEARING BELTCHAIN00244-STOCK	(\$119.74)	
00038827	HOWARD SUPPLY COMPANY	\$334.56	
00038622	CMI-TECO	\$34.71	
00038607	BRAKE SUPPLY COMPANY I	\$1,163.49	
00038606	HOSE & RUBBER SUPPLY	\$90.00	
00038856	FIERO FLUID POWER	\$140.37	
00038406	INDUSTRIAL SCREEN & MA	\$137.80	
00038867	ASAP RADIATOR AND SUPP	\$1,170.02	
00038547	WEAR PARTS INC	\$60.00	
00038697	GOODYEAR COMMERCIAL TI - 11R22	\$1,569.50	
		\$21,946.44	Subtotal for Dept. Garage
00038810	K & M INTERNATIONAL IN	\$19.00	
00038740	K & M INTERNATIONAL IN	\$19.00	
		\$38.00	Subtotal for Dept. General Fund
00038270	CHARTER COMM	\$134.96	
00038498	NORCO INC	\$230.00	
00038641	BEARING BELTCHAIN00244	\$41.58	
		\$406.54	Subtotal for Dept. Golf Course
00038425	USPS 57155809430310940	\$22.47	
		\$22.47	Subtotal for Dept. Health Insurance
00038658	MOUNTAIN SPORTS	\$239.88	
00038728	MENARDS CASPER WY	\$41.89	
00038240	CRUM ELECTRIC SUPPLY C	\$38.36	
00038345	71 CONSTRUCTION INC #1	\$345.65	
00038350	AIRGAS CENTRAL	\$150.02	
00038370	BEARING BELTCHAIN00244	\$87.42	
00038385	AGP PROPANE SERVICES	\$4,716.24	
00038393	ORKIN 891	\$92.69	
00037907	STAPLES 00114181	\$296.07	
00037999	THE HOME DEPOT 6001	\$141.05	
00038117	HENSLEY BATTERY&ELECTR	\$194.44	
00038673	ID EDGE INC	\$64.80	

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00038644	NELCO PRODUCTS INC.	\$177.47		
00038642	STAPLES 00114181	\$66.48		
00038633	BLAKEMAN PROPANE INC	\$2,142.79		
00036474	ORKIN 891	\$92.69		
00038682	MOUNTAIN STATES LITHOG	\$611.40		
00038596	BURBACKS REFRIGERATION	\$525.29		
00038590	ORKIN 891	\$92.69		
00038863	CASPER WINNELSON CO	\$496.00		
00038039	MENARDS CASPER WY	\$96.69		
		\$10,710.01	Subtotal for Dept.	Hogadon
00038619	SUBWAY 03116324	\$3.94		
00038549	DOLRTREE 3288 00032888	\$102.77		
00038502	USPS 57155809430310940	\$6.74		
00038251	FEDEXOFFICE 00009423	\$1,739.44		
00038247	IN POWDER RIVER SHRED	\$75.00		
00037848	ADOBE	\$104.97		
00038198	USPS 57155809430310940	\$12.20		
00038244	ATLAS OFFICE PRODUCTS	\$79.76		
00038855	ATLAS OFFICE PRODUCTS	\$9.75		
00038643	ALBERTSONS #2060	\$41.54		
00038260	KMART 4736	\$6.29		
		\$2,182.40	Subtotal for Dept.	Human Resources
00038645	SAMS INTERNET	\$121.95		
00038277	BAILEYS ACE HARDWARE	\$6.49		
00038372	SAMS INTERNET	\$128.46		
00038836	NALCO FAB-TECH	\$325.00		
00038688	SAMSCLUB #6425	\$15.84		
00038609	CASPER WINDOW AND DOOR	\$130.00		
00038695	FARMER BROS CO	\$263.86		
00038761	ATLAS OFFICE PRODUCTS	\$110.20		
00038229	BECKER ARENA PRODUCTS	\$1,323.86		
00038237	BECKER ARENA PRODUCTS	\$255.05		
00038731	BAILEYS ACE HARDWARE	\$16.27		
00038718	SHERWIN WILLIAMS #3439	\$63.54		
00038373	NORCO INC	\$30.74		
00038751	MDF INDUSTRIES	\$384.20		
00038553	SAMS CLUB #6425	\$138.12		
00038410	FARMER BROS CO	\$93.58		
00038577	PFG VISTAR DE	\$518.74		
00038789	INTERNATIONAL TRANSACTION	\$3.07		
		\$3,928.97	Subtotal for Dept.	Ice Arena
00037030	CPU VENTURE TECH NETWO	\$24.99		
00036718	ATLAS OFFICE PRODUCTS	\$37.48		
		\$62.47	Subtotal for Dept.	Information Services
00038702	MURDOCH'S RANCH & HOME	\$59.96		
00038691	WM SUPERCENTER #1617	\$19.06		
00038918	MURDOCH'S RANCH & HOME	\$115.49		
00038757	IN EXPRESS PRINTING C	\$98.00		

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00038782	VZWRLSS IVR VB	\$378.49	
00038661	NORCO INC	\$114.19	
00038903	WAL-MART #3778	\$6.54	
00038800	IN U.S. IMAGING SYSTE	\$323.48	
00038615	PETCO 1456 63514566	\$20.99	
00038613	STAPLES 00114181	\$23.08	
00038872	ALTITUDE VETERINARY HO	\$4,871.50	
00038668	COCA COLA BOTTLING CO	\$21.00	
00038699	WAL-MART #3778	\$9.97	
	\$6,061.75	Subtotal for Dept.	Metro Animal
00038779	JOHNSON CONTROLS SS	\$308.12	
00038780	JOHNSON CONTROLS SS	\$2,750.00	
00038747	JOHNSON CONTROLS SS	\$2,304.00	
00038762	JOHNSON CONTROLS SS	\$3,460.00	
	\$8,822.12	Subtotal for Dept.	One Cent #15
00038773	ROCKYMOUNTAINFIRESYSIN	\$150.00	
00038765	ROCKYMOUNTAINFIRESYSIN	\$144.62	
00039005	NORCO INC	\$147.00	
00038743	KONE INC.	\$2,977.20	
	\$3,418.82	Subtotal for Dept.	Parking
00038416	MIRACLE RECREATION	\$2,410.17	
00038638	CRUM ELECTRIC SUPPLY C	\$89.48	
00038857	TOP OFFICE PRODUCTS IN	\$65.85	
00038460	WW GRAINGER	\$235.36	
00038452	WW GRAINGER	\$88.00	
00038098	CROWNE PLAZA DENVER	\$272.22	
00038123	SHELL OIL 574424600QPS	\$23.20	
00038099	CROWNE PLAZA DENVER	\$257.08	
00038885	TOP OFFICE PRODUCTS IN	\$35.28	
00038110	BEAU JO'S MANAGEMENT	\$70.54	
00038999	STAPLES 00114181	\$25.99	
00038076	CROWNE PLAZA DENVER	\$131.04	
00038082	COFFEE TERRACE	\$15.14	
	\$3,719.35	Subtotal for Dept.	Parks
00038366	AMAZON MKTPLACE PMTS	\$24.99	
	\$24.99	Subtotal for Dept.	Perpetual Care
00038534	AMBI MAIL AND MARKETIN	\$105.00	
00038992	CASPER STAR TRIBUNE	\$222.60	
00038759	CASPER STAR TRIBUNE	\$45.75	
00038686	ATLAS REPRODUCTION	\$45.00	
00038790	ATLAS OFFICE PRODUCTS	\$17.20	
00038785	CASPER STAR TRIBUNE	\$99.40	
00038400	DOUGH ENTERPRISES LLC	\$48.00	
	\$582.95	Subtotal for Dept.	Planning
00037563	BAILEYS ACE HARDWARE	\$12.99	
00036742	WAKE FOREST ALE HOUSE	\$74.21	
00038595	SMASHBURGER #1011	\$21.68	

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00036598 SONIC DRIVE IN #4809	\$25.18		
00037440 ROMANOS 1072	\$77.16		
00036833 THE RALEIGH TIMES	\$63.06		
00038578 STARBUCKS #08677 FIRES	\$7.31		
00038892 MOUNTAIN STATES LITHOG	\$181.10		
00037929 IN POWDER RIVER SHRED	\$105.00		
00038733 QUALITY OFFICE Solutio	\$34.29		
00036807 WAKE FOREST ALE HOUSE	\$60.21		
00038774 GALLS HQ	\$403.65		
00036641 NOLAND FEED INC.	\$115.00		
00038538 SIRCHIE FINGER PRINT L	\$334.43		
00036827 SQUATTERS AIRPORT	\$46.95		
00036763 PAPA JOHN'S #01579	\$32.15		
00036818 BLUE MOON BREW HOUSE	\$44.59		
00038600 BAILEYS ACE HARDWARE	\$14.43		
00038591 COCA COLA BOTTLING CO	\$36.25		
00038654 QUALITY OFFICE Solutio	\$64.56		
00038630 AKER LEATHER PRODUCTS	\$141.49		
00038704 QUALITY OFFICE Solutio	\$35.59		
00038717 QUALITY OFFICE Solutio	\$80.76		
00038721 QUALITY OFFICE Solutio	\$38.69		
00038690 QUALITY OFFICE Solutio	\$100.48		
00038593 ATLAS OFFICE PRODUCTS	\$291.76		
00038711 ATLAS OFFICE PRODUCTS - Credit	(\$15.23)		
00038742 QUALITY OFFICE Solutio	\$62.80		
00038540 TACTICALGEARCOM - Credit	(\$524.77)		
00038539 EL CHARRITO MEXICAN GR	\$29.80		
00038730 NOLAND FEED INC.	\$57.50		
00038480 TIPS/HEALTH COMMUNICAT	\$499.00		
00038434 NMI NATIONWIDE/ALLIED	\$50.00		
00038724 QUALITY OFFICE Solutio	\$49.64		
00037459 FOOD EXPRESS LLC	\$34.92		
00038451 TEXAS RDHSECHYENNE L	\$34.11		
00038454 LOAF N JUG #0119 Q81	\$20.75		
00038475 RESPOND FIRST AID OF W	\$116.02		
00038689 QUALITY OFFICE Solutio	\$9.15		
00037449 LANDRYS LAS VEGAS	\$56.94		
00038674 ATLAS OFFICE PRODUCTS	\$649.01		
	\$3,572.61	Subtotal for Dept.	Police
00038629 HENSLEY BATTERY&ELECTR	\$200.98		
00038646 CASTLEBROOK WELDING &	\$2,252.00		
	\$2,452.98	Subtotal for Dept.	Police Dept
00038542 WESTERN LOCKSMITH	\$115.00		
	\$115.00	Subtotal for Dept.	Police Grants
00038805 IN GREAT PLAINS CLEAN	\$185.00		
00038244 ATLAS OFFICE PRODUCTS	\$33.98		
00038968 B & B RUBBER STAMP SHO	\$29.50		
	\$248.48	Subtotal for Dept.	Property & Liability Insurance

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00038575 NORCO INC	\$103.35	
00037984 SPORTSMITH	\$78.15	
00038761 ATLAS OFFICE PRODUCTS	\$136.89	
00038394 ACT Active.com_CityofC	\$5,166.00	
00038430 PIONEER PRINTING	\$3,978.56	
00038635 ATLAS OFFICE PRODUCTS	\$13.00	
00038749 ARC SERVICES/TRAINING	\$81.00	
00038608 SAMS CLUB #6425	\$25.45	
00038608 SAMS CLUB #6425	\$40.50	
	\$9,622.90	Subtotal for Dept. Recreation
00038879 HOMAX OIL SALES INC	\$550.75	
00038766 BAILEYS ACE HARDWARE	\$18.98	
00038504 IN PEDENS INC.	\$808.50	
00038858 ALSCO SLCAS	\$178.50	
00038604 WM SUPERCENTER #1617	\$8.88	
00038458 DECKER AUTO GLASS	\$60.00	
00038353 JACKS TRUCK AND EQUIPMT	\$79.88	
00038448 CASPER STAR TRIBUNE	\$114.12	
00038567 WAL-MART #3778	\$8.47	
00038485 WYOMING WORK WAREHOUSE	\$137.97	
00038471 CASPER FIRE EXTINGUISH	\$148.00	
00038675 HOMAX OIL SALES INC	\$798.40	
00038605 BAILEYS ACE HARDWARE	\$12.99	
00038667 HOMAX OIL SALES INC	\$553.70	
	\$3,479.14	Subtotal for Dept. Refuse Collection
00038469 BEARING BELTCHAIN00244	\$62.79	
00038568 INTERSTATE ALL BATTERY	\$98.99	
00038233 TOWNSQ MEDIA CASPER	\$442.00	
00038561 MENARDS CASPER WY	\$14.98	
	\$618.76	Subtotal for Dept. Sewer
00037656 SECURITY PRO USA	\$499.95	
00038652 DRAGER SAFETY	\$814.50	
00038801 VZWRLSS IVR VB	\$120.03	
00038772 IN CASPER SAFETY LLC	\$112.60	
	\$1,547.08	Subtotal for Dept. Special Assistance
00038522 SQ ATLANTIC ELECTRIC,	\$580.00	
00038420 WW GRAINGER	\$889.50	
00038034 BAILEYS ACE HARDWARE	\$130.98	
00038411 ATLAS OFFICE PRODUCTS	\$22.22	
00038335 MURDOCH'S RANCH & HOME	\$3.49	
00038255 ATLAS OFFICE PRODUCTS	\$6.24	
00038055 BLOEDORN LUMBER CASPER	\$181.04	
00038848 HOWARD SUPPLY COMPANY	\$168.46	
00037960 BAILEYS ACE HARDWARE	\$17.99	
00038447 AMERICAN TRAFFIC SAFET	\$384.00	
00038443 CASPER STAR TRIBUNE	\$415.30	
00038857 TOP OFFICE PRODUCTS IN	\$65.85	
00038657 BAILEYS ACE HARDWARE	\$3.76	

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00038032 IN NUTECH SPECIALTIES	\$181.40	
00038885 TOP OFFICE PRODUCTS IN	\$35.29	
00038912 BAILEYS ACE HARDWARE	\$20.97	
00038973 BAILEYS ACE HARDWARE	\$11.98	
00038007 BAILEYS ACE HARDWARE	\$4.99	
00038437 AMERICAN TRAFFIC SAFET	\$864.00	
	\$3,987.46	Subtotal for Dept. Streets
00038915 NORTHROP BOILER WORKS	\$147.80	
00038870 USPS 57155809430310940	\$14.63	
00038869 WW GRAINGER	\$59.18	
00038859 LONG BLDG. TECHNOLOGIE	\$73.00	
00038849 NORCO INC	\$306.67	
00038809 WW GRAINGER	\$139.32	
00038840 WW GRAINGER	\$90.30	
00038817 ALSCO SLCAS	\$618.10	
00038812 MIDLAND SCIENTIFIC INC	\$236.07	
00038850 WW GRAINGER	\$128.16	
00038712 HACH COMPANY	\$753.25	
00038584 JWC	\$932.03	
00038628 WW GRAINGER	\$21.48	
00038621 WW GRAINGER	\$62.40	
00038617 USPS 57155809430310940	\$15.78	
00038662 CASPER WINNELSON CO - Credit	(\$600.95)	
00038720 WEF BK	\$680.00	
00038599 USPS 57155809430310940	\$5.13	
00038649 RUSSELL INDUSTRIES INC	\$4.24	
00038698 BLOEDORN LUMBER CASPER	\$62.15	
00038692 DEWITT WATER	\$50.00	
00038684 CASPER WINNELSON CO	\$1,117.06	
00038650 BLOEDORN LUMBER CASPER	\$14.39	
00038665 NORCO INC	\$90.36	
00038787 MOTION INDUSTRIES WY54	\$46.10	
00038659 WW GRAINGER	\$249.26	
	\$5,315.91	Subtotal for Dept. Waste Water
00038403 SQ KVL CUSTOM EQUIPME	\$367.59	
00038656 WAL-MART #3778	\$44.38	
00038653 PIZZA HUT #240	\$54.84	
00038620 SQ KVL CUSTOM EQUIPME - Credi	(\$17.55)	
00038845 CASPER WINNELSON CO	\$10.01	
00038868 ALSCO SLCAS	\$580.70	
00038722 SUTHERLANDS 2219	\$18.68	
00038467 CRUM ELECTRIC SUPPLY C	\$115.84	
00038555 SUTHERLANDS 2219	\$8.48	
00038932 SAMS CLUB #6425	\$88.56	
00038930 TOP OFFICE PRODUCTS IN	\$89.89	
00038525 SAMSCLUB #6425	\$117.84	
00038509 CRUM ELECTRIC SUPPLY C	\$425.00	
00038536 MPI WAREHOUSE CO INC	\$110.79	

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

P-CARD VENDORS

00038431 FORTUNA EQUIP	\$71.00	
00038876 DANA KEPNER CO.	\$796.50	
00038461 SUTHERLANDS 2219	\$4.99	
00038439 SUTHERLANDS 2219	\$7.47	
00038463 MENARDS CASPER WY	\$26.33	
00038894 AMERI-TECH EQUIPMENT C	\$250.00	
00038592 ENERGY LABORATORIES, I	\$25.00	
	\$3,196.34	Subtotal for Dept. Water
00038634 ENERGY LABORATORIES	\$225.00	
00038623 ENERGY LABORATORIES	\$225.00	
00037194 WW GRAINGER	\$352.68	
00038506 HENSLEY BATTERY&ELECTR	\$48.78	
00038285 MENARDS CASPER WY	\$41.30	
00038618 ENERGY LABORATORIES	\$225.00	
00038554 SUTHERLANDS 2219	\$10.57	
00038482 DANA KEPNER CO.	\$26.08	
00038862 ALSCO SLCAS	\$180.00	
00038834 XEROX CORPORATION/RBO	\$208.45	
00038748 INDUSTRIAL SCREEN & MA	\$270.00	
00038775 FERGUSON ENT #3069	\$21.20	
00038755 IDEXX DISTRIBUTION INC	\$1,067.31	
00038741 WW GRAINGER	\$7.50	
00038726 SUTHERLANDS 2219	\$89.00	
00038706 WW GRAINGER	\$456.00	
	\$3,453.87	Subtotal for Dept. Water Treatment Plant
00038210 INTL SOC ARBORICULTURE	\$267.00	
00038323 INTL SOC ARBORICULTURE	\$182.00	
00037861 ADOBE PHOTOGPHY PLAN	\$125.87	
00038161 OREILLY AUTO 00027466	\$19.98	
	\$594.85	Subtotal for Dept. Weed And Pest
	\$216,306.96	Subtotal for Vendor

PEGGY BROOKER

RIN0026130 CASPER HISTORIC PRESERVATION	\$300.00	
	\$300.00	Subtotal for Dept. Fort Caspar
	\$300.00	Subtotal for Vendor

POVERTY RESISTANCE FOOD PANTRY

151210 1%#15 FY16 ONE CENT FUNDING	\$329.58	
1001 1%#15 FY16 ONE CENT FUNDING	\$1,026.54	
100655 FY16 1%#15 ONE CENT FUNDING	\$126.95	
110989 1%#15 FY16 ONE CENT FUNDING	\$1,748.00	
	\$3,231.07	Subtotal for Dept. One Cent #15
	\$3,231.07	Subtotal for Vendor

PRINTWORKS

10877 PASSED & APPROVED YELLOW TAGS	\$173.47	
	\$173.47	Subtotal for Dept. Code Enforcement

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

PRINTWORKS

\$173.47 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00016901081613 ELECTRICITY	\$177.33	
AP00014901081613 ELECTRICITY	\$4,905.11	
	\$5,082.44	Subtotal for Dept. Aquatics
AP00016701081613 ELECTRICITY	\$10,745.80	
	\$10,745.80	Subtotal for Dept. Balefill
AP00015301081613 ELECTRICITY	\$19,216.78	
	\$19,216.78	Subtotal for Dept. Casper Events Center
AP00015001081613 ELECTRICITY	\$241.20	
	\$241.20	Subtotal for Dept. Cemetery
AP00015501081613 ELECTRICITY	\$3,237.71	
	\$3,237.71	Subtotal for Dept. Fire
AP00015401081613 ELECTRICITY	\$4,004.86	
	\$4,004.86	Subtotal for Dept. Fleet Maintenance
AP00015601081613 ELECTRICITY	\$601.51	
	\$601.51	Subtotal for Dept. Fort Caspar
AP00017201081613 ELECTRICITY	\$340.88	
	\$340.88	Subtotal for Dept. Golf Course
RIN0026217 ELECTRICITY	\$308.76	
AP00015801081613 ELECTRICITY	\$12,133.38	
	\$12,442.14	Subtotal for Dept. Hogadon
AP00015901081613 ELECTRICITY	\$6,086.98	
	\$6,086.98	Subtotal for Dept. Ice Arena
AP00016001081613 ELECTRICITY	\$904.90	
	\$904.90	Subtotal for Dept. Metro Animal
AP00016201081613 ELECTRICITY	\$358.26	
	\$358.26	Subtotal for Dept. Police
AP00015201081613 ELECTRICITY	\$2,872.96	
	\$2,872.96	Subtotal for Dept. Recreation
AP00016301081613 ELECTRICITY	\$525.44	
	\$525.44	Subtotal for Dept. Sewer
5892240 W YELLOWSTONE OVERHEAD TO UNDR	\$268,282.00	
AP00018001081613 ELECTRICITY	\$2,054.24	
AP00017401081613 ELECTRICITY	\$67.03	
	\$270,403.27	Subtotal for Dept. Streets
AP00016601081613 ELECTRICITY	\$28,485.48	
	\$28,485.48	Subtotal for Dept. Waste Water
	\$365,550.61	Subtotal for Vendor

SCHWARTZ, BON, WALKER, & STUDER, LLC.

6219 LEGAL EXPENSES	\$3,858.00	
6165 LEGAL EXPENSES	\$4,680.00	
6164 LEGAL EXPENSES	\$5,215.07	
	\$13,753.07	Subtotal for Dept. Council

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

SCHWARTZ, BON, WALKER, & STUDER, LLC.

\$13,753.07 Subtotal for Vendor

SHAMROCK ENVIRONMENTAL CORPORATION

3 RETAINAGE 15-33

(\$23,956.28)

(\$23,956.28) Subtotal for Dept. Capital Projects

3 WYOMING BLVD/WTP REACH N. PLAT

\$430,294.18

\$430,294.18 Subtotal for Dept. City Manager

\$406,337.90 Subtotal for Vendor

SKY AVIATION CORPORATION

3383 FIRE RELATED EXPENSES

\$3,777.64

\$3,777.64 Subtotal for Dept. Property & Liability Insurance

\$3,777.64 Subtotal for Vendor

STANTEC CONSULTING SVCS INC.

990229 BIDDING & CA FOR NORTH PLATTE

\$7,760.26

\$7,760.26 Subtotal for Dept. Streets

\$7,760.26 Subtotal for Vendor

STAR LINE FEEDS

236625 DOG & PUPPY FOOD

\$519.25

236816 DOG,CAT,RABBIT FOOD/HAY&GRAIN

\$356.85

\$876.10 Subtotal for Dept. Metro Animal

\$876.10 Subtotal for Vendor

STATE OF WY.

RIN0026194 NOTARY RENEWAL

\$30.00

\$30.00 Subtotal for Dept. Balefill

\$30.00 Subtotal for Vendor

STATE OF WY. - DEPT. OF AGRICULTURE

RIN0026240 LICENSE FOR SCALES

\$25.00

\$25.00 Subtotal for Dept. Balefill

\$25.00 Subtotal for Vendor

STATE OF WY. - DIV. OF CRIMINAL INVESTIGATION

RIN0026231 BACKGROUND CHECK

\$39.00

\$39.00 Subtotal for Dept. Fire

\$39.00 Subtotal for Vendor

STATE OF WY. - NOTARY DIV.

RIN0026236 RENEW NOTARY

\$30.00

\$30.00 Subtotal for Dept. Police

\$30.00 Subtotal for Vendor

STEALTH PARTNER GROUP

RIN#0026228 MEDICAL STOP LOSS INSURANCE

\$58,426.58

\$58,426.58 Subtotal for Dept. Health Insurance

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

STEALTH PARTNER GROUP

\$58,426.58 Subtotal for Vendor

SUPERIOR STRUCTURES CORP.

447045 CATC WINDOW REPAIR

\$450.00

\$450.00 Subtotal for Dept. Weed And Pest

\$450.00 Subtotal for Vendor

SYSCO FOOD SVCS. CORP.

512100214 CTYBREW COFFEE GRND FRCH ROAST

\$167.15

512100214 SYS IMP LIME FRESH PACKER MELO

\$1,000.17

\$1,167.32 Subtotal for Dept. Casper Events Center

\$1,167.32 Subtotal for Vendor

TORY WALSH

RIN0026243 TUITION REIMBURSEMENT

\$160.00

RIN0025829 TUITION REIMBURSEMENT

\$2,340.00

\$2,500.00 Subtotal for Dept. Metro Animal

\$2,500.00 Subtotal for Vendor

TOWNSQUARE MEDIA

MCC-1151017629 HOGADON DIGITAL MEDIA

\$36.00

\$36.00 Subtotal for Dept. Hogadon

\$36.00 Subtotal for Vendor

TWEED'S WHOLESALE

325725 CLEANER

\$337.00

\$337.00 Subtotal for Dept. Recreation

\$337.00 Subtotal for Vendor

VELOCITY CONSTRUCTORS INC

5 CENTRIFUGE INSTALLATION 1

\$52,613.00

5 RETAINAGE 13-66

(\$425.15)

\$52,187.85 Subtotal for Dept. Waste Water

\$52,187.85 Subtotal for Vendor

VENTURE TECHNOLOGIES/ISC, INC.

SIN013547 DMZ PROJECT

\$16,740.13

\$16,740.13 Subtotal for Dept. City Manager

SIN013547 DMZ PROJECT

\$7,443.75

\$7,443.75 Subtotal for Dept. Finance

\$24,183.88 Subtotal for Vendor

VICKI SCHULER

RIN0026196 TUITION REIMBURSEMENT

\$861.46

\$861.46 Subtotal for Dept. Fire

\$861.46 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

Bills and Claims

City of Casper

06-Jan-16 to 19-Jan-16

WARDWELL WATER & SEWER DISTRICT

RIN0026216 WATER/SEWER BOOSTER IRRIGATION

\$14.27
\$14.27 Subtotal for Dept. Water Treatment Plant
\$14.27 Subtotal for Vendor

WORLDWASH

2402 CLEAN KITCHEN EXHAUST SYSTEM

\$1,385.00
\$1,385.00 Subtotal for Dept. Casper Events Center
\$1,385.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000079447 COOPERATIVE AGREEMENT - BRYAN

\$314.57
\$314.57 Subtotal for Dept. Streets
\$314.57 Subtotal for Vendor

Grand Total **\$3,951,280.94**

Approved By:

On:

Payroll Disbursements

1/4/16	FIRE PAYROLL	\$	178,985.52
1/4/16	BENEFITS& DEDUCTIONS	\$	30,954.32
1/14/16	CITY-FIRE PAYROLL	\$	1,391,699.69
1/14/16	BENEFITS& DEDUCTIONS	\$	247,813.37

Total Payroll \$ 1,849,452.90

Additional Fees

Total Fees \$ -

Additional AP

1/19/16 Prewrits			
Chris Cochran	Deposit Refund	\$	51.50
Kyle Ellison	Deposit Refund	\$	55.18
First Interstate Bank	Petty Cash	\$	365.67
Mac Arthur Co.	Refund credit balance	\$	469.71
Natrona County Clerk	Recording Fees	\$	72.00
Ruthie Cann	Refund credit balance	\$	96.83
Juan Carlos Sanchez	Deposit Refund	\$	20.30
State of WY - Dept of Rev	December Sales Tax	\$	2,869.05
Tommy Tucker	Deposit Refund	\$	76.35
Leland Whitsitt	Deposit Refund	\$	90.11
Tarra Wright	Deposit Refund	\$	17.08
Zac Lowndes	Travel Reimbursement	\$	117.73

Total Additional AP \$ 4,301.51

January 8, 2016

MEMO TO: V.H. McDonald, City Manager 
FROM: Tracey L. Belser, Support Services Director 
Linda Carlson, Finance Manager 
Carla Mills-Laatsch, Customer Service Supervisor 
SUBJECT: Establish Public Hearing for Transfer of Ownership and Location of
Retail Liquor License No. 21.

Recommendation:

That Council, by minute action, establish February 2, 2016, as the Public Hearing date for the consideration of a Transfer of Ownership and Location of Retail Liquor License No. 21 from TIRT A Wyoming LLC., d.b.a Sandbar Lounge, located at 100 North Ash, to Modern Electric Co., located at 246 West First Street.

Summary:

An application has been received for a Transfer of Ownership and Location of Retail Liquor License No. 21 from TIRT A Wyoming LLC., d.b.a Sandbar Lounge, to Modern Electric Co., located at 246 West First Street. Upon approval this license can remain parked, owned by the same Corporation, for a period of two years, with an optional one year extension granted by Council.

Retail Liquor License No. 21 has conditions and restrictions (see attached) that will remain in effect.

The State of Wyoming Liquor Division will duly review the application. The Fire Department, Planning and Community Development, and the Health Department will review this business and address.

As required by Municipal Code, a notice is being published in a local newspaper once a week for four consecutive weeks. As required by State Statute it is being advertised on the City's website (www.casperwy.gov).

RETAIL LIQUOR LICENSE NO. 21 SANDBAR LOUNGE

CONDITIONS AND RESTRICTIONS

April 2011

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 21 AND ANY OWNERS(S) OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS OR OWNERS THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RESEDED BY FORMAL ACTIONS BY THE CASPER CITY COUNCIL

1. The Casper City Council has approved the use of an outside patio serving area for the location of Retail Liquor License Number 21, which patio serving area shall be subject to the following conditions and restrictions:
 - a. Prior to allowing the serving of alcoholic beverages in the patio area, two approved exits and panic hardware shall be installed *and maintained in working order for the duration that the patio is in use*, at the exit doors or gates, which must be at least 36 feet apart.
 - ~~b. The patio area will be closed no later than 10:00 p.m.~~ Rescinded July 2012
 - c. The patio area, when it is open to the public, shall be staffed at all times.
 - d. Because the patio area encompasses two existing exits from the building, the patio area will be illuminated at all times when the building is occupied, even though the patio area may be closed.
 - e. There will be no cooking or storage in the patio area.
 - f. The owners(s) will be responsible for monitoring and cleaning the parking lot located at the northeast corner of West 1st and North Ash Streets.
 - g. The owners(s) will be responsible for monitoring and cleaning the parking lot located immediately to the south side of the Lenhart, Mason & Associates, LLC office building, located at 135 North Ash Street.
 - h. The owners(s) shall post signs requesting their patrons to refrain from parking in nearby private lots, or risk the chance of being towed.
 - i. The approval of the use of this outside patio serving area can be revoked at any time, at Council's sole discretion

2. Rodger Hessler, or any corporation or other entity in which he may have or hold and interest shall not have any ownership or other legal interest or to Retail Liquor License Number 21, or have any relationship as a partner, stockholder, manager, employee or otherwise with any license transferee except as provided in Paragraph 3 below.

3. The Parties acknowledge that Sandbar, Inc, owns the building and associated real property located at 100 North Ash, Casper, Wyoming, the current location of Retail Liquor License Number 21, and that Sandbar, Inc. may be leasing, or otherwise selling this real property to a future transferee of Retail Liquor License Number 21. Nothing herein contained shall be construed to prevent Sandbar, Inc., or Rodger Hessler, as the 100% stockholder thereof from leasing or otherwise selling said real property by contract for deed or by and through a note-mortgage transaction whereby Sandbar, Inc. or Rodger Hessler would be the Mortgagee thereunder. PROVIDED HOWEVER, in no event shall the consideration for any such sale or other transfer of the premises, by lease or otherwise be based upon a percentage of the revenue derived from sale of alcoholic or malt beverages under Retail Liquor Licenses Number 21 by the new transferee thereof.
4. Any violation of these Conditions and Restrictions shall entitle the City Council, upon notice and hearing, to revoke Retail Liquor License Number 21.

January 13, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner
SUBJECT: Bar Nunn/Casper Future Growth Boundaries



Recommendation

That Council, by minute action, establish February 2, 2016 as the date of public hearing for the review of a resolution to approve a Municipal Growth Management Agreement between the City of Casper and the Town of Bar Nunn regarding future growth boundaries between the two entities.

Summary

The City of Casper and the Town of Bar Nunn have never had a formal growth boundary agreement. In December of 2013, the City entered into a Memorandum of Understanding (MOU) with the Town of Mills, and in November of 2006, the City entered into a Growth Management Agreement with the Town of Evansville. The delineation of the Bar Nunn and City of Casper growth boundaries will complete a process that began many years ago to identify each municipality's future growth areas. A benefit of completing this exercise is that the updated growth boundaries can be incorporated into other planning documents and studies, such as the Comprehensive Land Use Plan update and MPO/WYDOT transportation studies. With future growth responsibilities clearly identified, it will allow the responsible entity to plan appropriate infrastructure and land uses for specific areas, with increased accuracy.

After many months of discussions between City staff and officials from the Town of Bar Nunn, a Municipal Growth Management Agreement has been created to create the growth boundaries between the two entities. Bar Nunn has agreed to stay on the west side of Interstate 25 and Casper will stay on the east side. The major point of contention between the two entities through the process of negotiations has been the southern boundary. Casper's growth boundary with Mills extends north of Mills and west to the Natrona County Regional Airport. Because State law requires that in order to annex properties, they must be contiguous, it was important for Casper to retain an avenue south of Bar Nunn in which to have lands that provide the necessary contiguity. Bar Nunn originally pushed their growth boundary to the south, which would have impeded Casper's future growth in that area; however, through continued negotiations, Bar Nunn finally agreed to pull back their growth boundary to the north slightly to allow the City to have an avenue for future growth to the north and west of Mills.

The proposed Municipal Growth Management Agreement between the City and the Town of Bar Nunn should not be construed to be a desire to begin annexing or expanding the City's boundary. Future growth in this area may take decades to materialize. At that time in the future, when expansion is occurring, it will be up to the City Council to decide whether or not that growth is appropriate, and will likely involve a review of many factors, including whether the growth is logical and whether the City can serve the area with utilities and services.

The Bar Nunn Town Council has already approved the Municipal Growth Management Agreement, and staff recommends that the City of Casper also approve the Agreement.

January 11, 2016

MEMO TO: V.H. McDonald, CPA, City Manager 
FROM: Liz Becher, Community Development Director 
SUBJECT: Consideration of a vacation and replat creating the Hembree Addition No. 2, and rezoning the same from AG (Urban Agriculture) to R-2 (One Unit Residential).

Recommendation:

That Council, by ordinance, approve a vacation and replat creating the Hembree Addition No. 2, and rezoning the same from AG (Urban Agriculture) to R-2 (One Unit Residential), located at 2671 South Robertson Road.

Summary:

The applicants have applied to replat the Hembree Addition to create the Hembree Addition No. 2 and to rezone the proposed Hembree Addition No. 2 from AG (Urban Agriculture) to R-2 (One Unit Residential). The Hembree Addition, as currently platted, is a one (1) lot subdivision, approximately 1.9-acres in size, located directly east of the Green Valley Mobile Home Park, at 2671 South Robertson Road. The replat is proposing to split the parcel into four (4) new lots for the purpose of creating new residential building parcels. The existing residential structure on the property is located on proposed Lot 5, Hembree Addition No. 2. The proposed lots range in size from 4,805 square feet to 42,084 square feet in size. The minimum lot size in the AG (Urban Agriculture) zoning district is one (1) acre (43,560 square feet). A rezone of the property to R-2 (One Unit Residential) would reduce the minimum lot size requirement to 4,000 square feet, and all proposed lots would be in compliance.

Comprehensive Land Use Plan Compliance

The surrounding area is a mix of unincorporated County land and City land. City zoning classifications in the surrounding area are R-5 (Mixed Residential) to the northwest and R-2 (One Unit Residential) to the southwest and to the east. The Comprehensive Land Use Plan is the City's planning document that describes the values and ideals expressed by the community for its future. The Plan was created in 2000 and was based on approximately two years of citizen meetings and visioning intended to create a set of goals and policies regarding land use in the Casper area. According to Section 17.12.170 of the Casper Municipal Code, when a zone change is proposed, the Planning and Zoning Commission and the City Council should base their decisions on whether to approve the zone change on its compliance with the Comprehensive Land Use Plan.

The Future Land Use Plan is a map element of the Comprehensive Land Use Plan that visibly sets the City's policy regarding future zoning and land use patterns. It also provides assurance and direction to property owners and the private development sector with respect to the desired

development activity of specific areas. In this case, the Future Land Use Plan element of the 2000 Casper Area Comprehensive Land Use Plan shows the desired future land use of the area surrounding the subject property as Single-Family Moderate Density; therefore, a zone change to R-2 (One Unit Residential) conforms with the long-range plan for the area.

In addition to the Future Land Use Plan, the Comprehensive Land Use Plan also includes a list of Visions, Principles and Goals to guide land use decisions such as zone change requests. Page (53) of the Plan states that “some goals may appear to conflict with one another.” It is the job of the Planning and Zoning Commission and the City Council to reconcile and balance apparent conflicts using their judgment about what is in the best interest of the City and its citizens. Below, staff has provided a listing of applicable Visions, Principles, and Goals of the Comprehensive Land Use Plan for consideration in rendering a decision on the proposed zone change.

Vision 3: Compact Development

Principle K – Direct Growth to Encourage Infill and Redevelopment

Goal 20 – Direct future development to underutilized or vacant parcels within the developed urban area where City services and infrastructure already exist.

Vision 9: Attainable Housing

Principle Z – Provide for Adequate Attainable Housing

Goal 49 – Provide adequate land to meet anticipated housing needs.

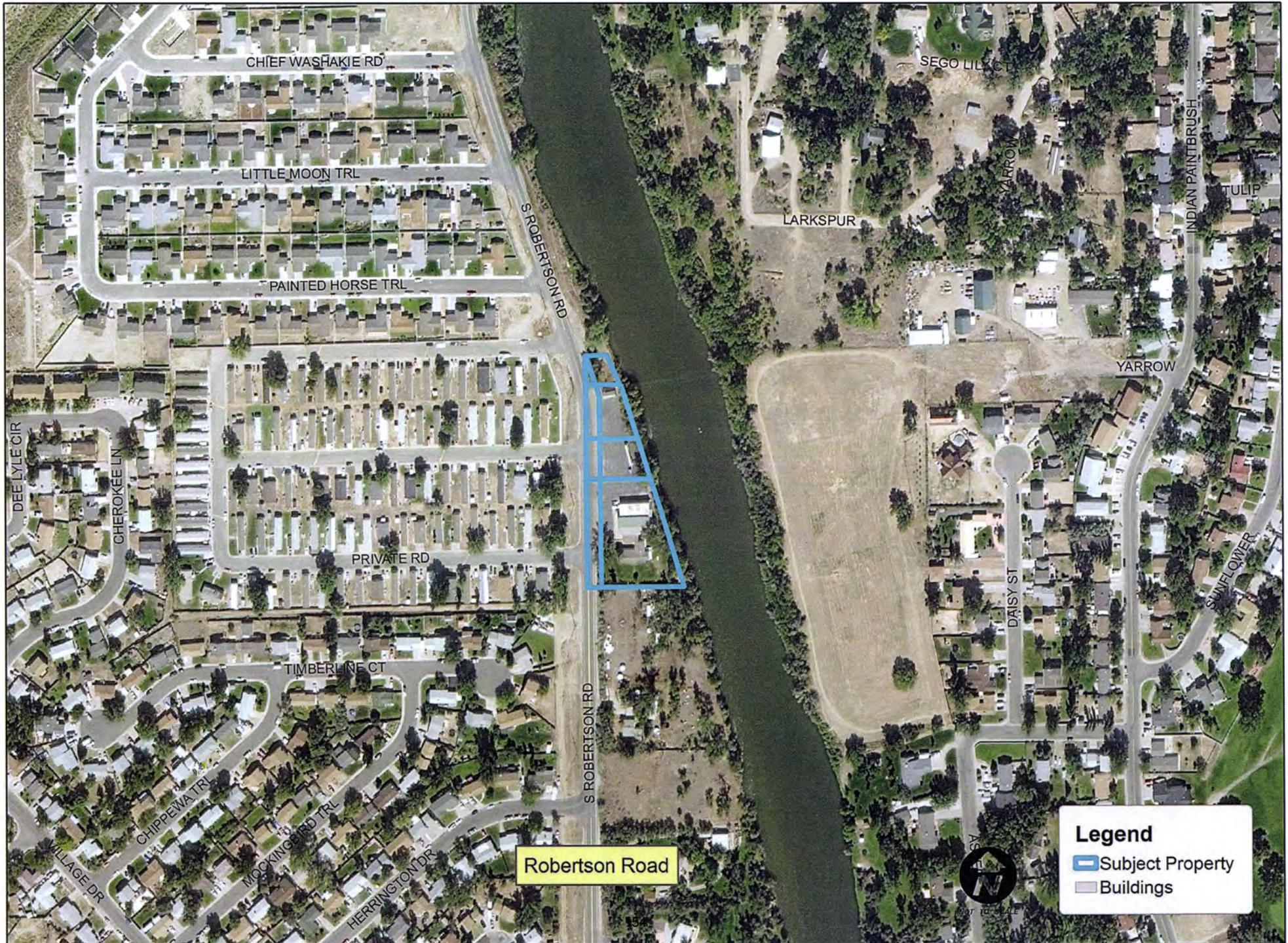
Permitted Uses

The proposed R-2 (One Unit Residential) zoning district allows for, by right, the development of any and all of the following permitted uses:

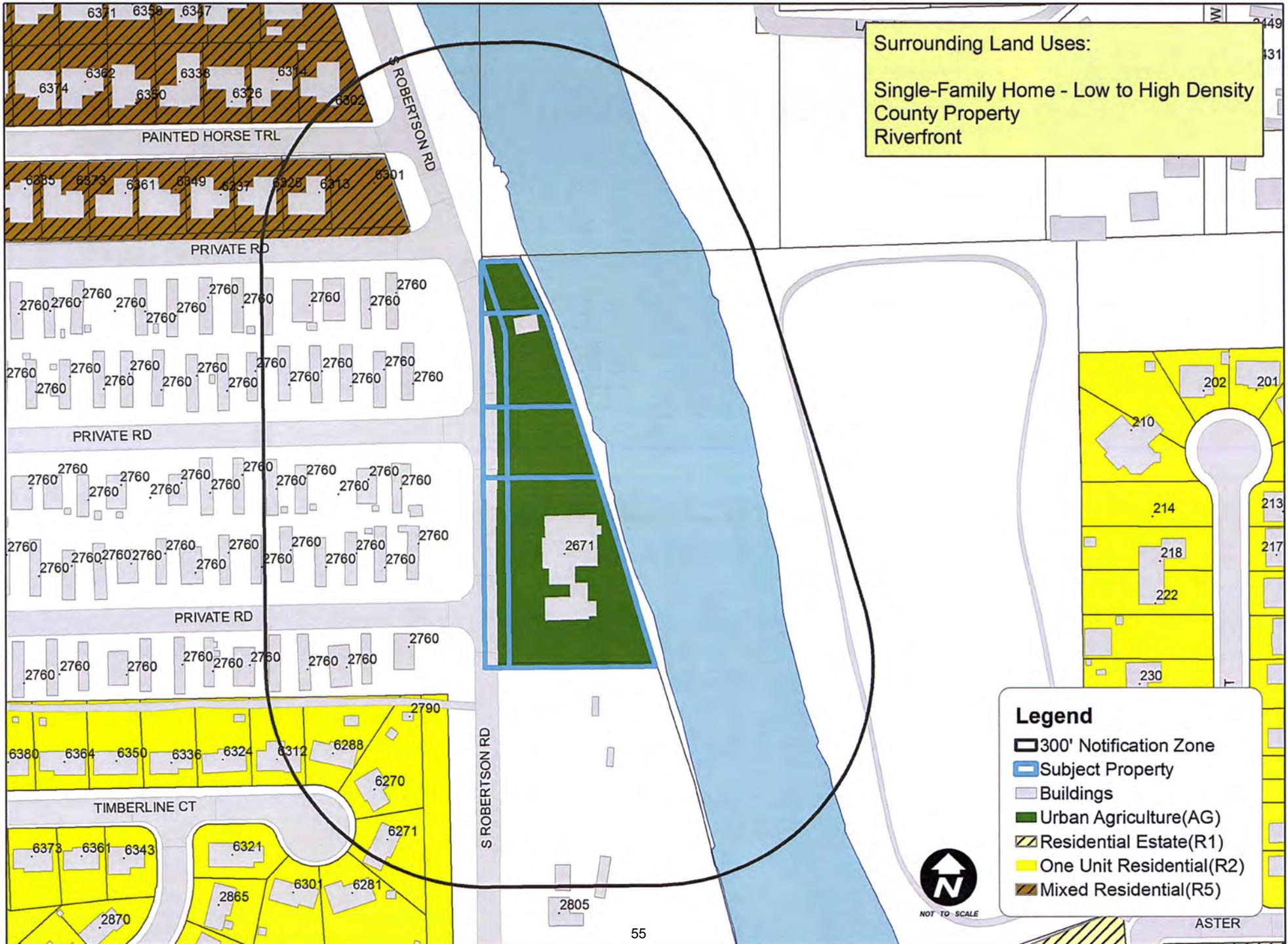
- A. Conventional site-built single-family dwellings and manufactured homes with siding material consisting of wood or wood products, stucco, brick, rock, or horizontal lap wood, steel or vinyl siding;**
- B. Day-care, adult;
- C. Family child care home;
- D. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities used during daylight hours;
- E. Schools, public, parochial, and private elementary, junior and senior high;
- F. Neighborhood assembly uses;
- G. Neighborhood grocery;
- H. Group home;
- I. Church.

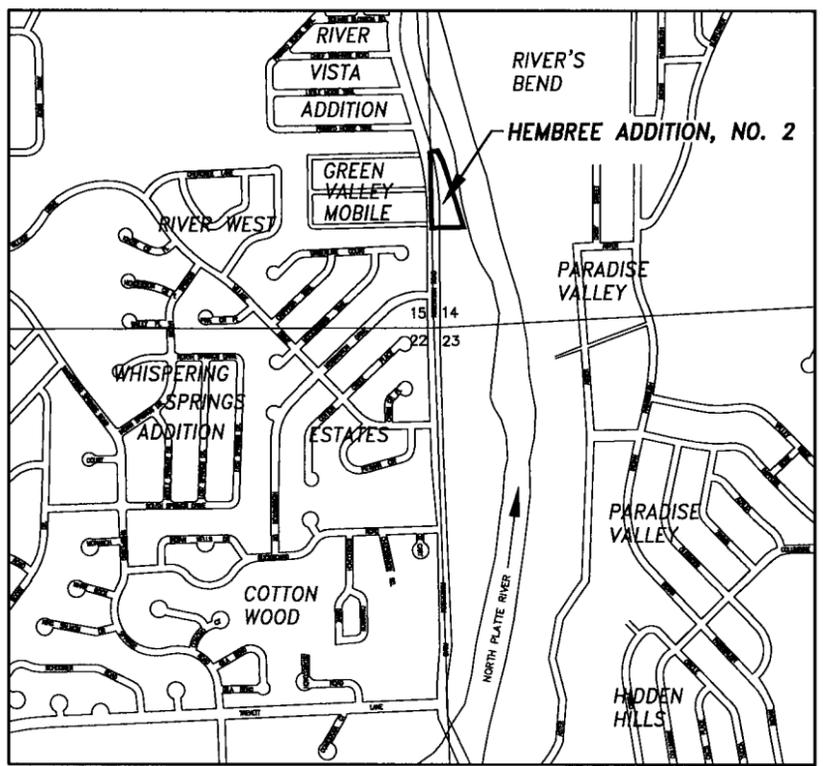
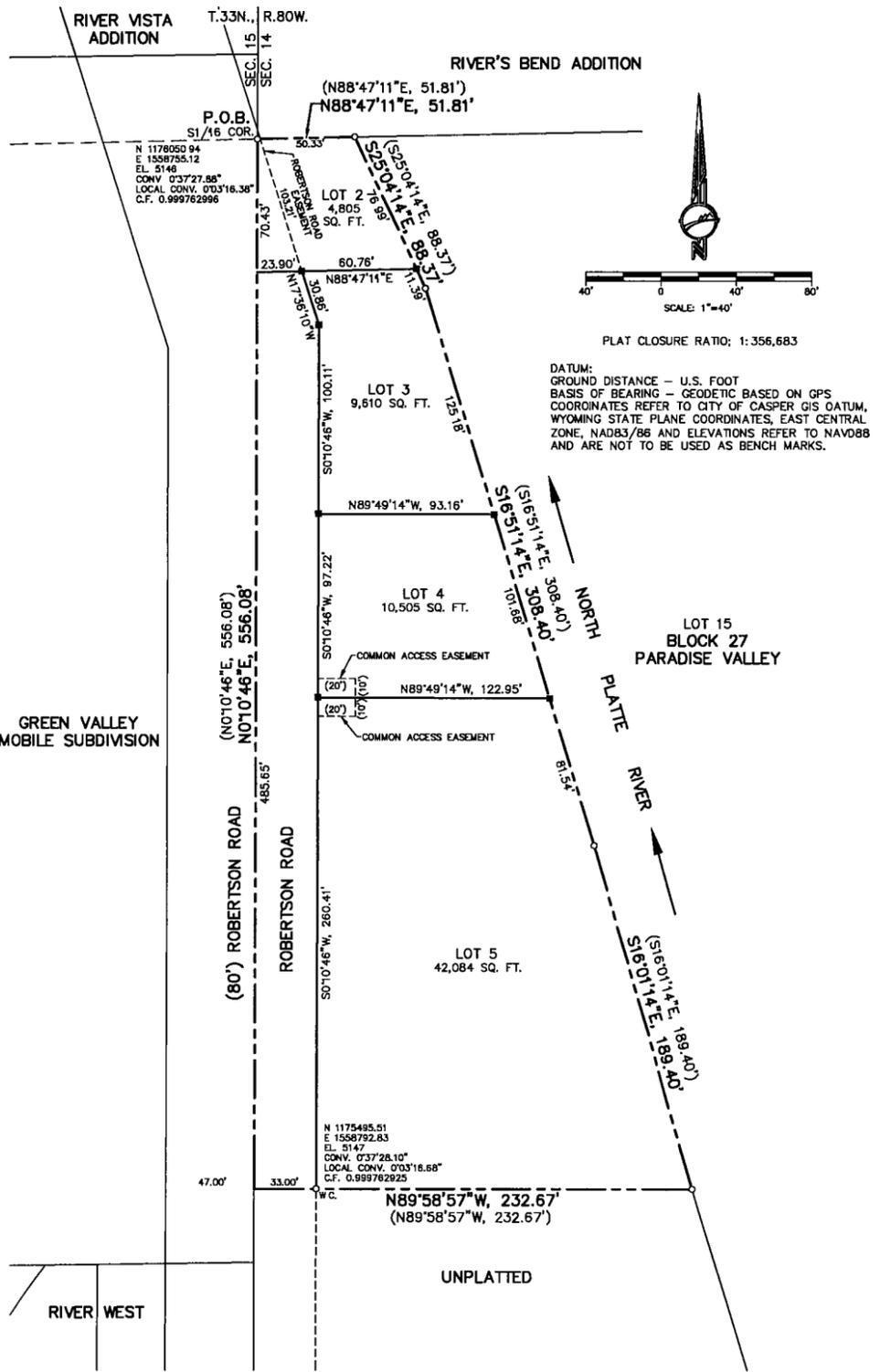
The Planning and Zoning Commission recommended approval of the vacation and replat creating the Hembree Addition No. 2, and the zone change of the same after a public hearing held on December 10, 2015. There were no public comments, either for or against the zone change. An ordinance and a subdivision agreement have been provided for Council’s review.

Hembree Addition No. 2



Hembree Addition No. 2





A PLAT OF
"HEMBREE ADDITION NO. 2"
 TO THE CITY OF CASPER, WYOMING
 A VACATION & REPLAT OF LOT 1,
 HEMBREE ADDITION
 TO THE CITY OF CASPER, WYOMING
 A SUBDIVISION OF PORTIONS OF
 THE SW1/4SW1/4, SECTION 14
 TOWNSHIP 33 NORTH, RANGE 80 WEST
 SIXTH PRINCIPAL MERIDIAN
 NATRONA COUNTY, WYOMING
 SCALE: 1"=40'

CERTIFICATE OF DEDICATION

Donald L. Hembree and Mary P. Hembree, Trustees of the Donald and Mary Hembree Family Trust dated October 23, 1998, hereby certify that they are the owners and proprietors of the foregoing vacation and replat of Lot 1, Hembree Addition, a subdivision of a portion of the SW1/4SW1/4, Section 14, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of the Parcel being described and also the northwesterly corner of said SW1/4SW1/4, Section 14 and also the southwesterly corner of River's Bend Addition; thence from said Point of Beginning and along the northerly line of said Parcel and SW1/4SW1/4, Section 14 and the southerly line of said River's Bend Addition, N.88°47'11"E, 51.81 feet to the northwesterly corner of said Parcel and the northwesterly corner of Lot 15, Block 27, Paradise Valley and a point in and intersection with the left meander line of the North Platte River; thence along the easterly line of said Parcel and into said SW1/4SW1/4, Section 14 and along the westerly line of said Lot 15, Block 27, Paradise Valley and the left meander line of the North Platte River, S.25°04'14"E, 88.37 feet to a point; thence S.16°51'14"E, 308.40 feet to a point; thence S.16°01'14"E, 189.40 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel and leaving the westerly line of said Lot 15, Block 27, Paradise Valley and the left meander line of the North Platte River, N.89°58'57"W, 232.67 feet to the southwesterly corner of said Parcel and a point in and intersection with the westerly line of said SW1/4SW1/4, Section 14 and the easterly line of Green Valley Mobile Subdivision; thence along the westerly line of said Parcel and SW1/4SW1/4, Section 14 and the easterly line of said Green Valley Mobile Subdivision, N.0°10'46"E, 556.08 feet to the Point of Beginning and containing 1.903 acres, more or less.

The vacation and replat of the foregoing described lands is with the free consent and in accordance with the desires of the above named owners and proprietors. The name of said replat and vacation shall be known as "HEMBREE ADDITION NO. 2". All streets as shown hereon are hereby dedicated to the use of the public and easements as shown hereon are hereby dedicated for the use of public and private utility companies for the purposes of construction, operation and maintenance of county roads, utility lines, conduits, ditches, drainage and access

Donald L. Hembree & Mary P. Hembree
 Trustees of the Donald and Mary Hembree Family Trust
 Dated October, 23, 1996
 2671 S. Robertson Road
 Casper, Wyoming 82604

DONALD L. HEMBREE, TRUSTEE _____ MARY P. HEMBREE, TRUSTEE _____

CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
 COUNTY OF NATRONA) ss

I, Steve M. Castle, of Casper, Wyoming hereby state that this plat was prepared from notes taken during actual surveys made by me or others under my direct supervision during the month of September, 2015 and that this map correctly represents said surveys. All perimeter corners are well and accurately monumented by brass caps as of the date of this map. All dimensions are expressed in feet and decimals thereof and courses referred to the true meridian, all being true and correct to the best of my knowledge and belief.



Wyoming Registration No. 6010 L.S.

Subscribed in my presence and sworn to before me by Steve M. Castle this _____ day of _____, 2015.

My commission expires: _____ Notary Public _____

APPROVALS

APPROVED. Community Planning Commission of Casper, Wyoming this _____ day of _____, 2015 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved

Secretary _____ Commission Chairman _____

APPROVED: City Council of the City of Casper, Wyoming by Resolution No. _____ duly passed, adopted and approved on the _____ day of _____, 2016

Attest: _____ City Clerk _____ Mayor _____

INSPECTED AND APPROVED on the _____ day of _____, 2016.

_____ City Engineer _____

INSPECTED AND APPROVED on the _____ day of _____, 2016.

_____ City Surveyor _____

ACKNOWLEDGMENTS

State of Wyoming) ss
 County of Natrona) ss

The foregoing instrument was acknowledged before me by Donald L. Hembree, Trustee of the Donald and Mary Hembree Family Trust, dated October 23, 1996 on this _____ day of _____, 2015.

Witness my hand and official seal.

My commission expires: _____ Notary Public _____

State of Wyoming) ss
 County of Natrona) ss

The foregoing instrument was acknowledged before me by Mary P. Hembree, Trustee of the Donald and Mary Hembree Family Trust, dated October 23, 1996 on this _____ day of _____, 2015.

Witness my hand and official seal.

My commission expires: _____ Notary Public _____



ORDINANCE NO. 1-16

AN ORDINANCE APPROVING A VACATION AND REPLAT CREATING THE HEMBREE ADDITION NO. 2; A SUBDIVISION AGREEMENT; AND ZONE CHANGE OF THE PROPOSED HEMBREE ADDITION NO. 2 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat the Hembree Addition to create the Hembree Addition No. 2, located at 2671 South Robertson Road; and,

WHEREAS, an application has also been made to rezone all of the proposed Hembree Addition No. 2 from AG (Urban Agriculture) to R-2 (One Unit Residential); and,

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

WHEREAS, this vacation and replat creating the Hembree Addition No. 2, and the rezoning of the same requires approval by ordinance following a public hearing; and,

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

WHEREAS, the governing body of the City of Casper finds that the vacation and replat creating the Hembree Addition No. 2, the rezoning of the same from AG (Urban Agriculture) to R-2 (One Unit Residential), and the Hembree Addition No. 2 Subdivision Agreement should be approved.

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

SECTION 1:

The vacation and replat creating the Hembree Addition No. 2 and the Hembree Addition No. 2 Subdivision Agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 2:

That the zone change of the Hembree Addition No. 2 from AG (Urban Agriculture) to R-2 (One Unit Residential) is hereby approved.

SECTION 3:

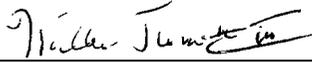
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 2016.

PASSED on 2nd reading the ____ day of _____, 2016.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

January 19, 2016

MEMO TO: V.H. McDonald, City Manager 

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

SUBJECT: Transfer of Ownership for Restaurant Liquor License No. 4

Recommendation:

That Council, by minute action, authorize the issuance of Transfer of Ownership for Restaurant Liquor License No. 4 from III Botticelli Ristorante Italiano to Botticelli LLC., d.b.a Botticelli Ristorante Italiano located at 129 West 2nd Street.

Summary:

An application has been received for the Transfer of Ownership for Restaurant Liquor License No. 4, from III Botticelli Ristorante Italiano to Botticelli LLC., d.b.a Botticelli Ristorante Italiano located at 129 West 2nd Street.

The conditions for holding a restaurant liquor license are:

- A restaurant is required that not less than sixty percent of gross sales be derived by food services. The applicant shall satisfy the City Council that the primary source of revenue from the operation of the restaurant to be licensed will be derived from food services and not from the sale of alcoholic or malt beverages.
- Except for the sale of a full bottle of wine as prescribed by law, restaurant liquor licensees shall not sell alcoholic liquor or malt beverages for consumption off the premises owned or leased by the licensee.
- A holder of a restaurant liquor license is not to serve alcoholic liquor or malt beverages to an individual person unless served in conjunction with meals served to, and eaten by, the individual person or reasonably believes the person has the intention of ordering and eating a meal.
- All sales of alcoholic or malt beverages authorized by a restaurant liquor license shall cease at the time food sales and services cease, or at the hours specified by Casper Municipal Code, if food sales and services extend beyond the hours specified therein.
- Additionally, no restaurant liquor licensee shall promote the restaurant as a bar and/or lounge nor shall the licensee compete with a retail liquor licensee in activities other than dinner functions, including, but not limited to, dances, receptions, and other social gatherings.

As required by Municipal Code, a notice was published in a local newspaper once a week for four consecutive weeks. As required by State Statute it is being advertised on the City's website (www.casperwy.gov).

FOR NEW LICENSES AND TRANSFER

LICENSE AND/OR PERMIT APPLICATION

FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY

Sent to State 12/21/2015

To be completed by the City, Town or County Clerk:

Date Filed: 12, 21, 2015

	Annual Fee	Prorated Fee
Basic Fee:	\$ <u>1500.00</u>	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>100.00</u>	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collect:	\$ _____	\$ _____

Required Attachments Received: Yes

Advertising Dates (2 wks): _____

Hearing Date: 01, 19, 2016

Local Licensing Number: Dist #4

For the license term: 01, 20, 2016
Month Day Year

Through: 03, 31, 2016
Month Day Year

A copy must be immediately forwarded to:
 State of Wyoming Liquor Division
 6601 Campstool Rd.
 Cheyenne WY 82002-0110

Formerly Held by: HI - Botticelli, Inc

Applicant: Botticelli, LLC

Trade Name (dba) Botticelli Ristorante Italiano

Premise Address: 129 W 2nd Street
Number & Street

Casper WY 82601 Natrona
City State Zip County

Mailing Address: 129 W 2nd Street
Number & Street or P O Box

Casper WY 82601
City State Zip

Business Telephone Number: (307) 266 2700

Fax Number: _____

E-Mail Address: Botticelli.2015@yahoo.com

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

<p>FILING FOR</p> <input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input checked="" type="checkbox"/> TRANSFER OWNERSHIP	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only (Bar) <input type="checkbox"/> off-premise only (Package Store) <input type="checkbox"/> combination on/off premise (Both) <input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL	<p>To Assist the Liquor Division with scheduling inspections.</p> <p>DO YOU OPERATE?</p> <input checked="" type="checkbox"/> FULL TIME (e.g Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from <u>Monday to Sunday</u> DAYS OF WEEK (e.g Mon through Sat) <u>Monday - Saturday 11:Am - 10 PM</u> HOURS OF OPERATION (e.g. 10a - 2a) <u>Monday & Saturday 11:Am - 10 PM</u> <u>Sunday occasionally</u>
<p>FILING IN (CHOOSE ONLY ONE)</p> <input checked="" type="checkbox"/> CITY OF <u>Casper</u> <input type="checkbox"/> COUNTY OF <u>Natrona</u>	<p>FILING AS (CHOOSE ONLY ONE)</p> <input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION	<p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>

1. Location of License:

(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10 x 12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i): (Please submit a drawing of the establishment that includes the dispensing room)

8x10 Room in center of BLDG

(b) If Winery or Microbrewery, also list manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.)

(c) Do you have an additional dispensing room? YES NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

Lot 4-5 Back 2 Casper WY Zoned C3

2. Do you W.S. 12-4-103 (a) (iii):

(1) OWN the building in which sales room is located? YES (own)
 (2) LEASE the building in which sales room is located? YES (lease)

(A) DATE lease expires 03/31/17 located on page 1 paragraph 1 of lease document.
 (B) Provision for SALE of alcoholic or malt beverages located on page 7 paragraph 13-3 of lease.

NOTE: Attach a true copy of the lease to application. Lease MUST contain provision for SALE OF ALCOHOLIC or MALT BEVERAGES and be valid THROUGH the TERM OF THE LICENSE W S 12-4-103(a)(iii).

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
 - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
 - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
 - (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:
-
5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b) YES NO
If "YES", explain: _____
6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b):

8. (a) Have you submitted a valid food service permit upon application? W.S. 12-4-407(a) W.S. 12-4-413(a) YES NO
- (b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979? W.S. 12-4-410(b) YES NO N/A

RESORT LICENSE: Complete questions 9(a) through 9(c):

9. (a) Is the actual valuation of the resort complex at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
- (b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
- (c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license? W.S. 12-4-412(b)(iii) YES NO
- If "YES", please specify type: Microbrewery Winery Retail
 Restaurant Resort Bar & Grill:

11. (a) Do you self distribute your products? YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? YES NO

ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:

12. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) The name and address of the grand lodge or national organization is: _____
 - (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge? YES NO
 - (c) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
 - (d) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

13. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

- (a) The name and address of the National Veterans organization is: _____
- (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes? YES NO
- (c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

14. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? YES NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? YES NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? YES NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? YES NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division? YES NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?
(THE PETITION MUST BE ATTACHED TO APPLICATION) YES NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities? YES NO

15. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):

- (a) Do you have more than fifty (50) bona fide members? YES NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO

- 16. (a) If applicant is an Individual or Partnership:** State the name, date of birth and residence of each applicant or partner, if the application is made by more than one individual or by a partnership.
If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

- (b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/>	NO <input type="checkbox"/>
Manuel Ochoa				1	40%	YES <input type="checkbox"/>	YES <input type="checkbox"/>
Khalid Hand...				1	30%	NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
Fotah Elmsori				1	30%	YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

January 19, 2016

MEMO TO: V. H. McDonald, City Manager 

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

SUBJECT: Public Hearing for Transfer of Corporate Ownership of Retail Liquor License No. 6.

Recommendation:

That Council, by minute action, authorize the Transfer of Corporate Ownership of Retail Liquor License No. 6, for Frosty's Bev, LLC., dba Frosty's Lounge, located at 520 South Center.

Summary:

An application has been received for a Transfer of Corporate Ownership of Retail Liquor License No. 6, Frosty's Bev, LLC., dba Frosty's Lounge, located at 520 South Center Street. According to City of Casper Municipal Code 5.08.050, Sec. B, "Whenever an interest of more than ten percent of the whole interest in any corporation, association or organization holding a retail liquor license is sought to be sold, assigned or otherwise transferred, an application shall first be filed with the City Clerk and no such sale, assignment or transfer shall be made without the prior approval of the City Council." If this transfer is granted, this transfer will be in the corporate ownership interest only from Nancy Goddard to Morgan Morsett and Stacey Quick. The LLC., and dba will remain the same.

Retail Liquor License No. 6 has conditions and restrictions (see attached) that will remain in effect.

As required by Municipal Code, a notice was published in a local newspaper once a week for four consecutive weeks. As required by State Statute it is being advertised on the City's website (www.casperwy.gov).

RETAIL LIQUOR LICENSE NUMBER 6 CONDITIONS AND RESTRICTIONS

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 6, AND ANY OWNER(S) OR SUCCESSOR(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNER(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RECINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. Rodger Hessler, or any corporation or other entity in which he may have or hold an interest shall not have any ownership or other legal interest in or to Retail Liquor License Number 6, or have any relationship as a partner, stockholder, manager, employee or otherwise with the holder of or any license transferee except as provided in Paragraph 2 below.
2. The holder of Retail Liquor License Number 6 acknowledges that Sandbar, Inc., owns the building and associated real property located at 520 South Center Street, Casper, Wyoming, the current location of Retail Liquor License Number 6, and that Sandbar, Inc. may be leasing, or otherwise selling this real property to the holder of or a future transferee of Retail Liquor License Number 6. Nothing herein contained shall be construed to prevent Sandbar, Inc., or Rodger Hessler, from leasing or otherwise selling said real property by contract for deed or by and through a note-mortgage transaction whereby Sandbar, Inc. or Rodger Hessler would be the Mortgagee thereunder. PROVIDED HOWEVER, in no event shall the consideration for any such sale or other transfer of the premises, by lease or otherwise be based upon a percentage of the revenue derived from sale of alcoholic or malt beverages under Retail Liquor Licenses Number 6.
3. Any violation of these Conditions and Restrictions shall entitle the City Council, upon notice and hearing, to revoke Retail Liquor License Number 6.

-----FOR RENEWALS ONLY-----

RENEWAL OF LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, WINERY OR MICROBREWERY

NOTE TO APPLICANT: To be filed with the local licensing authority. (Hearing must be 30 days prior to expiration)

To be completed by the City, Town or County Clerk:

Date Filed: 12, 21, 2015 *paid*

Basic Fee	Annual Fee
Additional Disp Rm Fee	\$ 1500.00
Total Lic Fee Collected	\$
Publishing Fee Collected	\$ 14.00

Required Attachments Received Yes

Advertising Dates(2 wks): Jan 2, 8, 15 + 22 2016

Hearing Date: 02, 11, 2016

Local Licensing Number: Retail 6

For the license term: 04, 01, 2016
Month Day Year

Through: 03, 31, 2017
Month Day Year

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
6601 Campstool Rd.
Cheyenne WY 82002-0110

Applicant: Frosty Bev LLC

Trade Name (dba): Frosty Lounge

Premise Address: 520 S. Center St
Number & Street

Casper WY 82601 Natrona
City State Zip County

Mailing Address: 520 S. Center St
Number & Street or P.O. Box

Casper WY 82601
City State Zip

Business Telephone Number: (307) 234-3827

Fax Number: () 0

E-Mail Address: Staceykcc@gmail.com

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

FILING IN

CITY OF Casper

COUNTY OF Natrona

FILING AS (CHOOSE ONLY ONE)

INDIVIDUAL LLC

PARTNERSHIP LLP

CORPORATION

LTD PARTNERSHIP

ASSOCIATION

ORGANIZATION

LOCATED WITHIN 5 MILES OF CITY (County License only)

TYPE OF LICENSE OR PERMIT

(CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

on-premise only (Bar)

off-premise only (Package Store)

combination on/off premise (Both)

RESTAURANT LIQUOR LICENSE

RESORT LIQUOR LICENSE

COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

VETERANS CLUB

FRATERNAL CLUB

GOLF CLUB

SOCIAL CLUB

MICROBREWERY

WINERY

BAR AND GRILL

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?

FULL TIME (e.g. Jan through Dec)

SEASONAL/PART-TIME

(specify months of operation)

from Jan 1 to Dec 31

DAYS OF WEEK (e.g. Mon through Sat)
Mon - Sun

HOURS OF OPERATION (e.g. 10a - 2a)
Mon-Sat 10am-2am
Sun Noon-10pm

Minimum Purchase Requirement:

RETAIL:
Have you purchased \$2,000 in spirits, wines and/or malt beverages during the previous license term? YES NO

RESTAURANT, RESORT, CLUB, COUNTY MALT, OR BAR AND GRILL:
Have you purchased \$500 in spirits, wines and/or malt beverages during the previous license term? YES NO

W.S.12-4-103(c)

TO BE COMPLETED BY APPLICANTS {Pursuant to W.S.12-4-102(a)}

1. Location of License:

(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10 x 12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: W.S. 12-4-102(a)(i):

see attached 22x70 Room in center of building

(b) If Winery or Microbrewery, also list manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.)

(c) Do you have an additional dispensing room? YES NO If yes, provide description and location:

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
Lot 7 Block 24 Casper WY Natrona County Zoned C-2

2. Have there been any changes in the physical location of the dispensing room since the last application was filed?
(If yes, submit a drawing of the changes in the dispensing room.) YES NO

a) Do you anticipate any changes in the next twelve (12) months? YES NO

Leases: If the premises are not owned by licensee, attach a copy of the lease agreement which shows that the right to occupy the premises continues through the term of the license and contains an agreement that alcoholic or malt beverages may be sold upon the leased premises. Please indicate the page and paragraph of lease that shows the date of expiration. W.S.12-4-103(a)(iii)

- a) DATE lease expires: 10 / 1 / 2022, located on page 1, paragraph 2 of lease document.
- b) Provision for SALE of alcohol or malt beverages located on page 1, paragraph 4 of lease document.

Restaurant and Bar and Grill Liquor Licenses Only:

- a) Gross sales figures and percentages of income derived from:

Gross Sales:	\$	_____
Food Sales:	\$	(_____) %
Liquor Sales:	\$	(_____) %
- b) Did you attach a copy of your valid food service permit to this application. YES NO

If applicant is a Microbrewery:

- a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? YES NO
- b) Do you self distribute your products? YES NO
- c) Do you distribute your own products through an existing malt beverage wholesaler? YES NO

If applicant is an Individual(s) or Partnership: State the name, date of birth and residence of the applicant and of each applicant or partner, if the application is made by more than one individual or partnership.

If the application is for a Club: State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other State in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, complete in identical form, on a separate piece of paper and attach to this application.)

If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: State the name, date of birth and residence of each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director.

True and Correct Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Ray Quick		WY 82636		25	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Morgan Marsett		WY 82609		25	50	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

(If more information is required, complete in identical form, on a separate piece of paper and attach to this application.)

VERIFICATION OF APPLICATION

requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, TWO (2) Corporate Officers or Directors, except that if all stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S.12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate. Dated this 21st day of December, 2015.

THE STATE OF WYOMING

COUNTY OF Natrona

Subscribed and sworn to before me by Stacy Quick / Stacy S. Quick this 21st day of December, 2015.

Witness my hand and official seal.

Carla Mills Laatsch

Notary Public or Person Authorized to Administer Oath

My Commission expires: 10/27/2018



FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct:		

January 8, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Lease Agreement between the City of Casper and the Downtown Development Authority on the Ash Street Plaza Professional Office Building

Recommendation:

That Council, by resolution, approve a lease agreement between the City of Casper and the Downtown Development Authority (DDA) on the Ash Street Plaza Professional Office Building located at 135 N. Ash Street.

Summary:

The City of Casper purchased the office building located at 135 N. Ash Street on January 4, 2016. The DDA desires to lease the property from the City, along with ten (10) parking spaces located in the Casper City Hall parking lot located at 200 N. David Street, pursuant to a written lease. The DDA plans to sub-lease this property to a State tenant as part of the long-term discussions and ongoing plan for the development of the downtown plaza.

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

LEASE AGREEMENT

THIS Lease Agreement (“Lease”) is entered into this _____ day of January, 2016, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 N. David, Casper, Wyoming 82601, hereinafter referred to as the "Lessor," and the Downtown Development Authority (also known as the Casper Downtown Development Authority), 234 S. David, Casper, Wyoming 82601, hereinafter referred to as the "Lessee," the Lessor and Lessee collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Lessee desires to lease from the Lessor, and Lessor desires to lease the Leased Premises described below pursuant to the terms and conditions of this Lease.

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

1. **INCORPORATION OF RECITALS:**

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

2. **LEASED PREMISES, AND WARRANTY DISCLAIMER:**

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereafter, and upon the terms and conditions set forth herein, the following described real property, hereinafter referred to as the Leased Premises:

East Fifteen (15) Feet of Lot 1, and all of Lots 2, 3, 4, and 5, Block 1, Midwest Addition to the City of Casper, Natrona County, Wyoming; and,

Ten (10) parking spaces located in the parking lot lying adjacent to, and to the west of the Casper City Hall located at 200 N. David Street, Casper, Wyoming 82601, for the exclusive use by the Lessee. These spaces shall be designated by the City in its sole discretion, and shall be signed and marked by the City as “reserved spaces.” Lessee agrees to, and shall not use any parking spaces in the Lessor’s parking lot other than the ten (10) designated parking spaces as set forth herein.

LESSOR HEREBY LEASES THE LEASED PREMISES TO LESSEE “AS IS, WITH ALL FAULTS.” LESSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE CONDITION OR USE OF THE LEASED PREMISES OR THE FITNESS OR MERCHANTABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE.

Lessee states that Lessee has inspected the Leased Premises, and hereby accepts said property in its present condition.

3. LEASE TERM:

PRIMARY TERM:

The Leased Premises shall be Leased to the Lessee for a primary term of three (3) years (the “Lease Term”), consisting of three annual terms, the first annual term being from the 20th day of January, 2016, to the 20th day of January, 2017; the second annual term being from the 20th day of January, 2017, to the 20th day of January, 2018; and the third annual term being from the 20th day of January, 2018, to midnight of January 19th, 2019.

LEASE EXTENSION TERMS:

As set forth in Section 5 below, the Lessee will be sub-leasing the Leased Premises to the State of Wyoming for its use as a state office building while a permanent structure is being constructed for use by the State. The State intends to reserve the right to extend the sub-lease from the Lessee herein for two additional annual terms in the event the State, for whatever reason is unable to move to its new structure by October 31st, 2018.

In this event, the Lessee shall have the right to extend this Lease for up to two additional annual terms, being the fourth and fifth annual terms thereof. Lessee shall give the Lessor written notice of such extension at least thirty (30) days prior to end of the third annual term of this Lease, in which event, this lease shall be extended for a fourth annual term from the 20th day of January, 2019, to midnight of January 19th, 2020. Thereafter, Lessee, may further extend this Lease for one more annual term, being the fifth annual term by giving the Lessor written notice of such extension at least thirty (30) days prior to end of the fourth annual term of this Lease, in which event, this lease shall be extended for the fifth annual term from the 20th day of January, 2020, to midnight of January 19th, 2021, at which time, if not otherwise sooner terminated as provided herein, this Lease shall terminate and be of no further force or effect between the Parties.

In the event the State of Wyoming vacates the Leased Premises and relinquishes its sub-tenancy to the Lessee prior to the end of any annual term of this Lease, then, in that event, this Lease shall become null and void between the Parties, and, after thirty days following relinquishment by the State of Wyoming, the Lessee shall relinquish possession of the Leased Premises to the Lessor and the Lessor shall have the right to full possession of the Leased Premises free and clear of any claim by Lessee.

4. RENT:

Lessee shall pay to Lessor rent in the total sum of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) for the three year Primary Lease Term of this Lease, payable at the rate of ONE HUNDRED SIXTEEN THOUSAND DOLLARS (\$116,000) for each of the first two annual terms of this Lease, and the sum of ONE HUNDRED EIGHTEEN THOUSAND DOLLARS (\$118,000) for the third annual term of this Lease. The rent due for each annual term shall be due and payable to the Lessor on or before the beginning of each annual term of this Lease.

In the event this lease is extended for one or two additional annual terms, being the fourth and fifth annual terms thereof, Lessee shall pay to the Lessor the sum of One Hundred Sixteen Thousand Six Hundred and Sixty-seven Dollars (\$116,667) as rent for each additional annual term. The rent due for the fourth annual term shall be due and payable to the Lessor on or before the beginning of the fourth annual lease term, and if again extended for a fifth annual term, then on or before the beginning of the fifth annual term.

In the event the State of Wyoming vacates the Leased Premises and relinquishes its sub-tenancy to the Lessee prior to the end of any annual term of this Lease, then, in that event,

Lessor shall, as of the date the Lessor takes possession of the Leased Premises from the Lessee, pro-rate back and refund to the Lessee that portion of the rent for that annual term that bears to the number of days remaining in that annual term.

5. PURPOSE, CONSENT TO SUB-LEASE:

Lessor understands and agrees that the Lessee will be sub-leasing the Leased Premises to the State of Wyoming (the Sub-Lessee) for its use as a state office building while a permanent structure is being constructed for use by the State. Lessor hereby consents to the sub-leasing of the Leased Premises to the State of Wyoming for this purpose during the Lease Term.

PROVIDED HOWEVER, in no event shall the Sub-lessee mortgage or otherwise allow the Leased Premises to be encumbered with any lien or charge. Notwithstanding the sub-lease of the Leased Premises to the Sub-Lessee, the Lessee

shall remain liable to the Lessor for compliance with all of the terms and conditions of this Lease.

The Lessee or the Lessee's Sub-Lessee shall not otherwise assign, sell, sub-let, or otherwise transfer any interest in this Lease Agreement, the Leased Premises, or any improvement placed thereon without the prior written consent of the Lessor.

6. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer pursuant to law. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, additions, alterations, or improvements thereto.

7. INSURANCE:

Lessee agrees to provide and maintain through the Lease Term, and any subsequent renewals of this Lease, liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claimants arising out of a single transaction or occurrence, and property damage liability insurance in the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence. Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above prior to the commencement of any activities by the Lessee on the Leased Premises. Said insurance policy or policies shall name the Lessor as an additional insured and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

It is recognized by and between the Parties to this Lease 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 primary term of this Lease, or any subsequent renewal terms, then such insurance as outlined above from Lessee 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 Lessor having the option to immediately terminate this Lease and take possession of the Leased Premises.

Lessee shall further insure the improvements made to the Leased Premises against loss by fire or other casualty in amounts and in insurance carriers approved by the Lessor, which in no event shall be less than the then fair market value thereof. Said insurance policy or policies shall name the Lessor as an additional insured as its interests may appear and

shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

8. INDEMNITY OF LESSOR:

The Lessee hereby agrees to indemnify and hold the Lessor, its officers, elected officials, employees, and agents harmless from any and all liability for personal injury, death, or property damage arising or resulting from the Lessee's or Sub-Lessee's use of the Leased Premises for which the Lessee has liability pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*

9. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members or participants to violate any of the terms and conditions of this Lease nor to violate any law, rule, or regulation of the Lessor with respect to the Leased Premises.

10. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signs displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the Lessor's right to accept or reject the same, including the right to accept or reject sponsors and advertising content to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. Lessee shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. It is understood that any approval by the Lessor of advertising material shall not constitute a waiver of Lessee's obligations concerning such violations or infringement. Lessee agrees to indemnify and hold the Lessor harmless with respect to all claims alleging such violations, without cost to the Lessor. Advertisement(s) cannot be pre-sold beyond the termination of this Lease.

11. RIGHT TO ENTRY:

The Lessor reserves the right to enter the Leased property at all reasonable times for the purposes of maintenance, public safety, and other general inspections upon reasonable notice, except in cases of emergency, to the Lessee.

12. MAINTENANCE AND REPAIR:

Lessee shall maintain the property in good condition, and shall be solely responsible and liable for any and all damage caused to the Real Property by the intentional or negligent acts of the Lessee, its Sub-Lessee, or any contractors or agents thereof, and for any such damage which is caused by fire or other casualty thereto.

Lessee shall be solely responsible for up to and including the sum of One Thousand Dollars (\$1,000.00), per occurrence, for all repairs to the Leased Premises resulting from normal wear and tear or mechanical or structural failures which are not the result of the intentional or negligent acts of the Lessee, its Sub-Lessee, or any contractors or agents thereof, or otherwise resulting from fire or other casualty for which the Lessee is solely responsible. Subject to the provisions of Section 13, Lessee shall not make expenditures for repairs, alterations, or capital improvements to the Leased Premises in excess of One Thousand Dollars (\$1,000.00), except in case of emergency, without the prior written approval of the Lessor.

Lessor agrees to be solely responsible for all repairs and maintenance to the Leased Premises for any sums in excess of One Thousand Dollars (\$1,000.00), per occurrence, which are not the result of the intentional or negligent acts of the Lessee, its Sub-Lessee, or any contractors or agents thereof, or otherwise resulting from fire or other casualty for which the Lessee is solely responsible.

Lessor agrees to be responsible for the mowing of the lawn and all care thereof, as well as for snow removal from adjacent sidewalks and the parking lot located on the Leased Premises.

13. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

Lessee may make alterations, at its sole cost and expense to the Leased Premises, which alterations shall be subject to this Section 13.

Lessor hereby consents to the Lessee making alterations to the Leased Premises as set forth in Exhibit "A" attached hereto.

The plans and specifications for any future alterations to the Leased Premises, as well as for the construction of any future facilities or fixtures on or to the Leased Premises by the Lessee, up to the sum of Twenty Thousand Dollars (\$20,000.00), shall be submitted to the Casper City Manager or his written designee for written approval thereof prior to any construction thereof.

The plans and specifications for any future alterations to the Leased Premises, as well as for the construction of any future facilities or fixtures on or to the Leased Premises by the Lessee, which exceed the sum of Twenty Thousand Dollars (\$20,000.00), shall first be submitted to the Casper City Manager or his written designee for the further approval by the Casper City Council prior to any construction thereof.

All such construction shall meet and be in accordance with all existing plumbing, mechanical, and electrical codes. Lessee shall, at its sole cost and expense, obtain all

necessary building permits before the commencement of any construction on the Premises.

The Parties agree and understand that these are permanent improvements to the Leased Premises, and as such, upon the termination of this Lease any and all improvements to the Leased Premises shall become the sole and separate property of the Lessor, free and clear of any claim by the Lessee.

The Lessor reserves the right to make improvements in or to the Leased Premises, its facilities or improvements as it may desire, upon reasonable notice to Lessee or the Sub-Lessee, provided such improvements do not substantially conflict with the use of the Leased Premises by the Lessee or the Sub-Lessee.

14. UTILITIES AND TAXES:

Lessor agrees to be solely responsible for the payment of all utilities for the Leased Premises from the date of this lease up to March 1st, 2016. Beginning on March 1st, 2016, and thereafter during the lease terms, the Lessee shall timely pay and be solely responsible for all charges for water and sewer services, electricity, natural gas, and other utilities used by Lessee or the Sub-Lessee on the Leased Premises. Lessee shall pay when due all such utility charges free and clear of any claim against the Lessor therefore.

Lessee shall be solely responsible for the costs and expense for all fiber optic cables and services to the Leased Premises.

Lessee shall be solely responsible for, and pay, when due, any and all real and personal property taxes assessed against the Leased Premises.

15. DEFAULT:

In the event Lessee shall fail to make any payment called for pursuant to this Lease or within thirty (30) days after the same shall fall due, then Lessor may terminate this Lease by giving Lessee written notice of such termination, or, in the event the Lessee fails to perform any other obligations called for herein on its part to be performed, and upon written notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within thirty (30) days after such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor. PROVIDED HOWEVER, in the event the cure of any such deficiency (other than the making of any payment otherwise due the Lessor by the Lessee) will reasonably take more than thirty days, then, in that event, Lessee shall not be considered to be in default as long as Lessee commences said cure within the initial thirty day period and continues to work, in a timely and reasonable fashion the cure of any such deficiency.

Upon such termination, Lessor shall be entitled to possession of the Leased Premises and all improvements and fixtures made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the Leased Premises and all improvements and fixtures made by Lessee free and clear of sub-tenancies, liens, or other encumbrances.

If Lessee shall refuse to surrender and deliver the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

It is agreed by the Parties that any breach of any term of this Lease shall constitute cause for termination under this clause.

16. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

Lessee shall pay and indemnify Lessor against all legal costs and charges, including attorney's fees, in obtaining possession of the Leased Premises after a default of Lessee or after Lessee's default in surrendering possession upon the expiration or early termination of this Lease or enforcing any covenant of the Lessee herein contained.

17. DESTRUCTION OF LEASED PREMISES OR FIXED ASSETS:

If the fixed assets, buildings or other improvements to the Leased Premises be totally destroyed by fire or other cause, the tenancy created hereby shall be thereafter terminated if the Lessee does not rebuild or restore said improvements so destroyed, provided, however, the Lessee shall fairly compensate the Lessor in monetary value for those assets, buildings, or other improvements totally destroyed. Said improvements not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, or rebuild to an equal or better condition than they existed prior to any such casualty or to fairly compensate the Lessor in monetary value for any such destruction.

18. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or if mailed by certified mail, postage paid, addressed to other Party at their following respective address:

LESSOR:

City Manager
City of Casper
200 N. David
Casper, Wyoming 82601

LESSEE:

Executive Director
Casper Downtown Development Authority
234 S. David
Casper, Wyoming 82601

or such other address as either the Lessor or the Lessee shall advise the other, from time to time, in writing as provided above.

19. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001, et seq. (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. Lessee shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property which might subject Lessee,

Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

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

Lessor shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, including reasonable attorney's fees.

20. MORTGAGES, LIENS, AND ENCUMBRANCES:

Lessee agrees not to authorize or otherwise incur any expenses for construction on or repair of the Leased Premises without notifying the Lessor, in writing, and obtaining written consent for any such construction or repairs from the Lessor.

Lessee agrees not to mortgage, encumber or otherwise allow any lien to be placed on the Leased Premises. Lessee agrees to indemnify and save harmless the Lessor from any and all liens or encumbrances placed on the Leased Premises or for any loss or claim arising for labor or material furnished to or for the Leased Premises not otherwise consented to, in writing, by the Lessor.

Lessee, and any sub-lessee thereof shall not enter into or make any contract for

construction, repair, or improvements on, in, or to premises, or any part thereof, or for any work to be done or materials to be furnished on or to premises, or any part thereof, without providing in such contract or agreement that no mechanics or materialmens lien shall be created or shall arise at any time against the Leased Premises and/or the building or improvements located thereon. All persons furnishing any work, labor, or materials, as well as all other persons whatever, shall be bound by this provision and by the notice of it from and after date this Lease is recorded in the Natrona County Real Estate records, and notice is hereby given that no mechanics lien, materialmens lien, or any other encumbrance made by or obtained against Lessee or any sub-lessee thereof, or Lessee's interest in Leased Premises, including any building or improvements thereon, shall in any manner or degree affect the title or interest of Lessor in the Leased Premises or the building or improvements thereon.

Lessee, and any sub-lessee thereof agrees not to make any oral contract or agreement for any labor, services, fixtures, material, or supplies in connection with altering, repairing or improving the building or improvements on the Leased Premises, and all written contracts or agreements therefore shall provide that the contractor and their sub-contractor(s) waive all right to a mechanics or materialmens lien by reason of furnishing any labor, services and/or material under such contract or agreement. A fully executed original copy of any such contract or agreement shall be delivered to the Lessor prior to the commencement of any work or services, or materials or supplies delivered to the Leased Premises.

21. GOVERNMENTAL IMMUNITY:

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

22. QUIET ENJOYMENT:

Lessor covenants that upon Lessee's compliance with the terms and conditions of this Lease, it shall have and hold and peacefully enjoy the Leased Premises during the term of this Lease.

23. EQUAL EMPLOYMENT OPPORTUNITY/DISCRIMINATION:

In carrying out the terms of this Lease agreement, Lessee shall not discriminate against any employee or applicant for employment or any member of the public desiring to use the Leased Premises because of race, color, religion, sex, national origin, genetics, or disability.

24. SURRENDER.

At expiration of this Lease, Lessee shall surrender and give peaceable possession of

Leased Premises to the Lessor.

25. RECORDING.

This Lease Agreement shall be recorded in the office of the recorder of deeds of Natrona County, Wyoming.

26. MISCELLANEOUS COVENANTS.

26.1 No Partnership. Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.

26.2 Force Majeure. Whenever a day is appointed on which, or a period of time is appointed within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). **HOWEVER**, nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

26.3 Non-waiver of Breach. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.

26.4 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent due under this Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of the rent or pursue any other

remedy provided in this Lease.

- 26.5 Cancellation not merger. No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Leased Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Leased Premises by Lessee prior to the expiration of the Lease Term, and such acceptance by Lessor of surrender by Lessee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Lessor. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of it, or the termination of it by Lessor shall not work a merger, but at the option of Lessor shall either terminate any or all existing subleases or sub-tenancies, or operate as an assignment to Lessor of any or all such subleases or sub tenancies.
- 26.6 Amendment. No amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all Parties hereto.
- 26.7 Survival. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Lease, as well as all continuing obligations indicated in this Lease, will survive final payment, completion and acceptance of the services and termination or completion of the Lease.
- 26.8 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of the Lessor.
- 26.9 Time is of the essence. Time is of the essence of this Lease and all of its terms, provisions, covenants and conditions.
- 26.10 Entire Lease. This Lease shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings, written or oral. This Lease may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- 26.11 Severability. If a court of competent jurisdiction renders any provision of this Lease (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.
- 26.12 Third Party Beneficiary Rights. The parties to this Lease do not intend to create in any other individual or entity the status of third-party beneficiary, and this

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

26.13 Governing Law and Venue. This Lease, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

26.14 Authority. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby. Lessee further states that it is authorized to transact business in the State of Wyoming.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement the day and year first written.

APPROVED AS TO FORM:



City Attorney

ATTEST:

V.H. McDonald
City Clerk

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation:

By: _____
Daniel Sandoval
Mayor

APPROVED AS TO FORM:

Attorney for the Casper Downtown
Development Authority

LESSEE:

DOWNTOWN DEVELOPMENT
AUTHORITY, ALSO KNOWN AS THE
CASPER DOWNTOWN DEVELOPMENT
AUTHORITY:

By: _____
Kevin Hawley
Executive Director

By: _____
Charles Walsh
Chairman of the Board of Directors

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016
by Daniel Sandoval, as the Mayor of the City of Casper, Wyoming, a Municipal Corporation, on
its behalf as Lessor.

NOTARY PUBLIC

My commission expires: _____.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing Lease Agreement was acknowledged before me this _____ day of _____, 2016 by Kevin Hawley, as the Executive Director of the Board of Directors of the Downtown Development Authority, also known as the Casper Downtown Development Authority, on its behalf as Lessee.

NOTARY PUBLIC

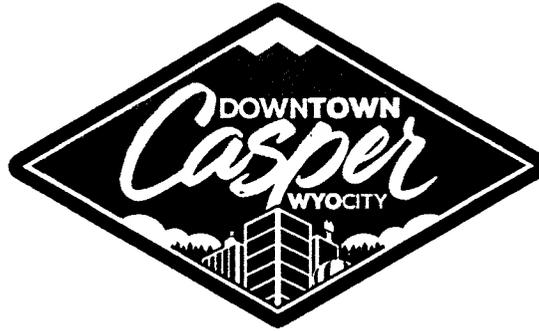
My commission expires: _____.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing Lease Agreement was acknowledged before me this _____ day of _____, 2016 by Charles Walsh, as Chairman of the Board of Directors of the Downtown Development Authority, also known as the Casper Downtown Development Authority, on its behalf as Lessee.

NOTARY PUBLIC

My commission expires: _____.



**DOWNTOWN DEVELOPMENT
AUTHORITY**

January 13, 2016

Mr. V.H. McDonald
City Manager
City of Casper
200 N. David Street
Casper, WY 82601

Dear Mr. McDonald:

In accordance with the approved Plan of Development for the downtown events-driven public plaza, the Downtown Development Authority intends to lease the property at 135 N. Ash from the City of Casper. The terms of the lease are for 3 years for a total sum of \$350,000. There is an option for an additional two years on the lease, if necessary, for a total additional sum of \$116,667 per year. Per the agreement, the DDA is responsible for all utility costs associated with the property and any tenant improvements that are necessary.

The proposed and approved renovation plan includes removal of multiple floating partitions on the first floor. The removal of these walls will allow for a more open concept to accommodate cubicles. All offices, restrooms, and break rooms will remain in their current state along the south and west walls. Three additional offices will be added to the northwest and northeast corners of the first floor. The second floor will remain nearly unchanged with the exception of the northwest corner, which will be converted into a large conference area and meeting room. Along with these improvements will come new carpet, paint, door(s), and adjustments to the lighting/electrical system to meet building code standards. Additional improvements above cosmetics will include an ADA wheel chair lift installed on the eastern wall of the property, updated IT and networking, and automated magnetic locks for all exterior doors.

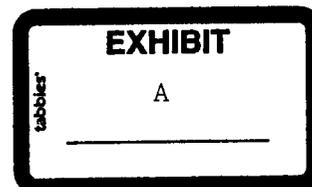
The proposed plan has been developed by the DDA with input and review from city staff, and has been approved by the Building/Inspection Department, pending final Emergency Exit signage review. We appreciate your consideration of this lease agreement and look forward to a mutually beneficial relationship as the lessee of your property.

Thank you for your time and consideration.

Respectfully submitted,

Kevin Hawley

Kevin Hawley
Executive Director



RESOLUTION NO. 16-16

A RESOLUTION APPROVING A LEASE AGREEMENT
WITH THE DOWNTOWN DEVELOPMENT AUTHORITY

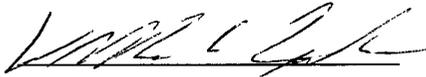
WHEREAS, the City owns a building located on the East Fifteen (15) Feet of Lot 1, and all of Lots 2, 3, 4, and 5, Block 1, Midwest Addition to the City of Casper, Natrona County, Wyoming; and,

WHEREAS, the City desires to lease to the Downtown Development Authority, (the DDA), and the DDA desires to lease from the City the above described real property, along with Ten (10) parking spaces located in the parking lot lying adjacent to, and to the west of the Casper City Hall located at 200 N. David Street, Casper, Wyoming 82601 pursuant to a written lease therefor.

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, a Lease Agreement for the leasing of the above described real property to the Downtown Development Authority pursuant to the terms and conditions of said lease.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

December 28, 2015

MEMO TO: V.H. McDonald, City Manager *VM*
FROM: Tracey L. Belser, Support Services Director *TLB*
SUBJECT: Release of Local Assessment District (LAD) Liens

Recommendation:

That Council, by resolution, authorize the release of Local Assessment District (LAD) lien on the property(s) listed on Exhibit A, dated December 28, 2015.

Summary:

The lien amount against the property(s) listed on Exhibit A has been paid. Exhibit A contains the following instrument number - 901815. In order to remove the encumbrance on the title of the real property, it is necessary that the City of Casper release this secured instrument.

A resolution has been prepared for Council's consideration.

LAD LIEN RELEASE INFORMATION

DATE	LAD DISTRICT	ADDITION	BLOCK	LOT	PROPERTY OWNER	PROPERTY ADDRESS	INSTRUMENT NUMBER
12/28/2015	156	WESTWOOD #2	0	329	ACKERMAN, THOMAS A	1774 FREMONT AVENUE	901815
12/28/2015	156	WESTWOOD #2	0	555	ARIAS GUADALUPE A	1825 FETTERMAN AVENUE	901815
12/28/2015	156	WESTWOOD #2	0	357	DIEHR, JAMES T	1754 KEARNEY AVENUE	901815
12/28/2015	156	WESTWOOD #2	0	538	GILMORE, GLEN A	1837 FREMONT AVENUE	901815
12/28/2015	156	WESTWOOD #2	0	358	JACOBSON, BRANT	1764 KEARNEY AVENUE	901815
12/28/2015	156	WESTWOOD #2	0	536	ROBINSON, LEONARD L	1849 FREMONT AVENUE	901815

EXHIBIT A

LAD Lien Release Information

1 of 1

12/28/2015

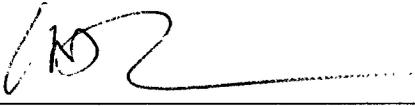
RESOLUTION NO. 16-17

A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest a Release of Lien for property(s) located in the Local Assessment Districts 156. Therein listed.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2016.

APPROVED AS TO FORM:



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

Tracey L Belser
City Clerk

Daniel Sandoval
Mayor

January 14, 2016

MEMO TO: V. H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director 
David W. Hill, P.E., Assistant Public Services Director
Bruce Martin, WWTP Manager

PROJECT: Sole Source Procurement – Serpentix Belt Conveyor

Recommendation:

That Council, by resolution, authorize a procurement agreement with Serpentix Conveyor Corporation, 9085 Marshall Court, Westminster, CO 80031, in the amount of \$55,843.85 for components required to rebuild the dewatered solids belt conveyor at the Wastewater Treatment Plant (WWTP.)

Summary:

During the 2006-2008 Wastewater Treatment Plant upgrades, a Serpentix Dewatered Solids Belt Conveyor was installed as part of the centrifuge dewatering system. The specially designed, 70-foot long belt conveyor carries dewatered solids from the centrifuge solids discharge chute to the adjacent roll-off room where the solids are loaded for transport to the Casper Regional Solid Waste Facility. Dewatered solids are produced 365 days a year. With no redundant belt conveyor equipment the existing equipment is critical to the WWTP solids dewatering process. After eight years of service in a harsh environment, the belt conveyor plastic, chain, and belting components have worn to the point that they necessitate replacement to ensure the continued operation of the conveyor.

Previously, the Public Services Department requested that the belt conveyor components be sole sourced and purchased from Serpentix Conveyor Corporation for the following reasons:

1. The existing belt conveyor was specifically designed and built for the layout of the WWTP dewatering equipment and building configuration. Use of any other type or layout of conveyor would require major modifications to the existing equipment.
2. The components purchased from Serpentix Conveyor Corporation would be from the original equipment manufacturer (OEM) and would be a direct fit and replacement for the existing conveyor components. Use of other than OEM components would require modifications to the belt conveyor chassis and would result in substandard, unreliable conveyor operation.
3. Serpentix Conveyor Corporation has specialized in supplying wastewater conveying equipment such as the Serpentix Dewatered Solids Conveyor for 45 years. Staff has confidence in their equipment and knows that parts and service are readily available.

In accordance with the City's purchasing policies, this proposed sole source purchase was presented to all Council members for comments and questions for a ten-day period. With the ten-day period long past with no objections, the proposed soul source purchase is recommended to be made.

Funding for these replacement components will come from monies allocated in FY16 to the Wastewater Treatment Plant.

PROCUREMENT AGREEMENT

THIS PROCUREMENT AGREEMENT is made this ____ day of _____ 2016, between the City of Casper, Wyoming, 200 N. David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and, Serpentix Conveyor Corporation, 9085 Marshall Court, Westminster, Colorado 80031-2902, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the attached Exhibit "A". The Goods to be furnished are generally described as follows:

- Components for complete poly, chain and belting rebuild of the City of Casper P2 Pathwinder Conveyor.

ARTICLE 2. ENGINEER.

The Goods have been specified by the Public Services Department, Public Utilities Division of the City of Casper, Wyoming, 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 by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

City of Casper Wastewater Treatment Plant
2400 Bryan Evansville Rd.
Casper, WY 82609

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance by February 29, 2016.

4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Hundred Dollar(s) (\$ 100.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Fifty-Five Thousand Eight Hundred Forty-Three Dollars and Eighty-Five Cents (\$55,843.85).

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:

6.1.1 Upon receipt and approval of Shop Drawings, and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

- 6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A"
- 9.3 Addenda, if applicable.
- 9.4 Certificate of Insurance.

- 9.5 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.6 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.7 Procurement Specifications.
- 9.8 Notice of Award.
- 9.9 Documentation submitted by Contractor prior to Notice of Award (Pages na to na, inclusive).
- 9.10 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.11 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.12 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 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., and the Owner specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

Exhibit "A"

SERPENTIX CONVEYOR CORP.

9085 Marshall Court
 Westminster • Colorado • 80031-2902
 Phone: 303-430-8427 • Fax: 303-430-7337

Parts Quotation



www.serpentixconveyor.com

Parts Quotation #: 2691 RevA

Date: Nov 16, 2015

Bill To:
 CITY OF CASPER
 SAM HOBBS REGIONAL W.W.T.P.
 2400 BRYAN EVANSVILLE ROAD
 CASPER, WY 82609
 U. S. A.

Ship to:
 CITY OF CASPER
 SAM HOBBS REGIONAL W.W.T.P.
 2400 BRYAN EVANSVILLE ROAD
 CASPER, WY 82609
 U. S. A.

Sales Rep.: MISCO INTER-MOUNTAIN

Good Thru: 12/16/15

Customer ID: 06953-P2

Payment Terms: Net 30 Days

Contact Person: CHAD ZIEHL

Ship Via: FREIGHT, LTL

Phone Number: 307-235-8477

Fax Number: 307-235-7516

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
		COMPLETE POLY REPLACEMENT:			
20.00	APPB3166	P2 BASE 3/16" x 6" - 2 SECTIONS @ 7'-0" LONG EA. - TENSION STATION x 6'-8" LONG	FOOT	13.50	270.00
40.00	APPS5834	P2 SIDE 5/8" x 3/4" - 4 SECTIONS @ 7'-0" LONG EA. - TENSION STATION x 6'-8" LONG	FOOT	8.25	330.00
40.00	APPC1138	P2 CAP 1" x 1 3/8" - 4 SECTIONS @ 7'-0" LONG EA. - TENSION STATION x 6'-8" LONG	FOOT	17.00	680.00
20.00	APPB3166	P2 BASE 3/16" x 6" - 2 SECTIONS @ 6'-6" LONG EA. - STRAIGHT TRACK x 6'-2 9/16"	FOOT	13.50	270.00
40.00	APPS5834	P2 SIDE 5/8" x 3/4" - 4 SECTIONS @ 6'-6" LONG EA. - STRAIGHT TRACK x 6'-2 9/16"	FOOT	8.25	330.00

Please note: All credit card payments will incur a 3% processing fee.
 Thank you for your inquiry. If you have any questions, please give our
 parts department a call at 1-800-466-7979.

Subtotal:	Sales Tax:	Total After Shipping:
Continued	Continued	Continued

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Phone Number: 307-235-8477

Fax Number: 307-235-7516

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
40.00	APPC1138	P2 CAP 1" x 1 3/8" - 4 SECTIONS @ 6'-6" LONG EA. - STRAIGHT TRACK x 6'-2 9/16"	FOOT	17.00	680.00
10.00	APPB3166	P2 BASE 3/16" x 6" - 2 SECTIONS @ 4'-6" LONG EA. - V.CURVE 9'R x 25.5° w/HELIX CUT x 25.5°	FOOT	13.50	135.00
20.00	APPS5834	P2 SIDE 5/8" x 3/4" - 4 SECTIONS @ 4'-6" LONG EA. - V.CURVE 9'R x 25.5° w/HELIX CUT x 25.5°	FOOT	8.25	165.00
20.00	APPC1138	P2 CAP 1" x 1 3/8" - 4 SECTIONS @ 4'-6" LONG EA. - V.CURVE 9'R x 25.5° w/HELIX CUT x 25.5°	FOOT	17.00	340.00
30.00	APPB3166	P2 BASE 3/16" x 6" - 6 SECTIONS @ 5'-0" LONG EA. - LH HELIX 6'R x 25.5° RISE x 30° RUN (x3)	FOOT	13.50	405.00

Please note: All credit card payments will incur a 3% processing fee.
 Thank you for your inquiry. If you have any questions, please give our
 parts department a call at 1-800-466-7979.

Subtotal:	Sales Tax:	Total After Shipping:
Continued	Continued	Continued

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Phone Number: 307-235-8477

Fax Number: 307-235-7516

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
60.00	APPS5834	P2 SIDE 5/8" x 3/4" - 12 SECTIONS @ 5'-0" LONG EA. - LH HELIX 6'R x 25.5° RISE x 30° RUN (x3)	FOOT	8.25	495.00
60.00	APPC1138	P2 CAP 1" x 1 3/8" - 12 SECTIONS @ 5'-0" LONG EA. - LH HELIX 6'R x 25.5° RISE x 30° RUN (x3)	FOOT	17.00	1,020.00
20.00	APPB3166	P2 BASE 3/16" x 6" - 2 SECTIONS @ 10'-0" LONG EA. - STRAIGHT TRACK x 9'-11 1/16" LONG	FOOT	13.50	270.00
40.00	APPS5834	P2 SIDE 5/8" x 3/4" - 4 SECTIONS @ 10'-0" LONG EA. - STRAIGHT TRACK x 9'-11 1/16" LONG	FOOT	8.25	330.00
40.00	APPC1138	P2 CAP 1" x 1 3/8" - 4 SECTIONS @ 10'-0" LONG EA. - STRAIGHT TRACK x 9'-11 1/16" LONG	FOOT	17.00	680.00

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 parts department a call at 1-800-466-7979.

Subtotal:	Sales Tax:	Total After Shipping:
Continued	Continued	Continued

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Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
20.00	APPB3166	P2 BASE 3/16" x 6" - 2 SECTIONS @ 10'-0" LONG EA. - STRAIGHT TRACK x 10'-0" LONG	FOOT	13.50	270.00
40.00	APPS5834	P2 SIDE 5/8" x 3/4" - 2 SECTIONS @ 10'-0" LONG EA. - STRAIGHT TRACK x 10'-0" LONG	FOOT	8.25	330.00
40.00	APPC1138	P2 CAP 1" x 1 3/8" - 2 SECTIONS @ 10'-0" LONG EA. - STRAIGHT TRACK x 10'-0" LONG	FOOT	17.00	680.00
20.00	APPB3166	P2 BASE 3/16" x 6" - 2 SECTIONS @ 5'-6" LONG EA. - STRAIGHT TRACK x 5'-1 1/4" LONG - 2 SECTIONS @ 4'-6" LONG EA. - STRAIGHT TRACK x. 3'-11 3/16" LONG	FOOT	13.50	270.00

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Subtotal:	Sales Tax:	Total After Shipping:
Continued	Continued	Continued

SERPENTIX CONVEYOR CORP.

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Parts Quotation 

www.serpentixconveyor.com

Parts Quotation #: 2691 RevA

Date: Nov 16, 2015

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Sales Rep.: MISCO INTER-MOUNTAIN
Customer ID: 06953-P2
Contact Person: CHAD ZIEHL
Phone Number: 307-235-8477

Good Thru: 12/16/15
Payment Terms: Net 30 Days
Ship Via: FREIGHT, LTL
Fax Number: 307-235-7516

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
40.00	APPS5834	P2 SIDE 5/8" x 3/4" - 4 SECTIONS @ 5'-6" LONG EA. - STRAIGHT TRACK x 5'-1 1/4" LONG - 4 SECTIONS @ 4'-6" LONG EA. - STRAIGHT TRACK x. 3'-11 3/16" LONG	FOOT	8.25	330.00
40.00	APPC1138	P2 CAP 1" x 1 3/8" - 4 SECTIONS @ 5'-6" LONG EA. - STRAIGHT TRACK x 5'-1 1/4" LONG - 4 SECTIONS @ 4'-6" LONG EA. - STRAIGHT TRACK x. 3'-11 3/16" LONG	FOOT	17.00	680.00
10.00	APPB3166	P2 BASE 3/16" x 6" - 2 SECTIONS @ 4'-6" LONG EA. - V.CURVE 9'R x 25.5°	FOOT	13.50	135.00
20.00	APPS5834	P2 SIDE 5/8" x 3/4" - 4 SECTIONS @ 4'-6" LONG EA. - V.CURVE 9'R x 25.5°	FOOT	8.25	165.00

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 parts department a call at 1-800-466-7979.

Subtotal:	Sales Tax:	Total After Shipping:
Continued	Continued	Continued

SERPENTIX CONVEYOR CORP.

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Good Thru: 12/16/15

Customer ID: 06953-P2

Payment Terms: Net 30 Days

Contact Person: CHAD ZIEHL

Ship Via: FREIGHT, LTL

Phone Number: 307-235-8477

Fax Number: 307-235-7516

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
20.00	APPC1138	P2 CAP 1" x 1 3/8" - 4 SECTIONS @ 4'-6" LONG EA. - V.CURVE 9'R x 25.5°	FOOT	17.00	340.00
10.00	APPB3166	P2 BASE 3/16" x 6" - 2 SECTIONS @ 5'-0" LONG EA. - DRIVE STATION x 5'-0" LONG	FOOT	13.50	135.00
20.00	APPS5834	P2 SIDE 5/8" x 3/4" - 4 SECTIONS @ 5'-0" LONG EA. - DRIVE STATION x 5'-0" LONG	FOOT	8.25	165.00
20.00	APPC1138	P2 CAP 1" x 1 3/8" - 4 SECTIONS @ 5'-0" LONG EA. - DRIVE STATION x 5'-0" LONG	FOOT	17.00	340.00
600.00	AFS011212	1/4"x2 1/2" HHCS SS	EACH	0.40	240.00
120.00	AFS011234	1/4"x 2 3/4" HHCS SS	EACH	0.45	54.00
720.00	AFS201000	1/4" PLAIN WASHER SS	EACH	0.10	72.00
720.00	AFS401000	1/4" NYLOK NUT SS	EACH	0.25	180.00

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 parts department a call at 1-800-466-7979.

Subtotal:	Sales Tax:	Total After Shipping:
Continued	Continued	Continued

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Sales Rep.: MISCO INTER-MOUNTAIN

Good Thru: 12/16/15

Customer ID: 06953-P2

Payment Terms: Net 30 Days

Contact Person: CHAD ZIEHL

Ship Via: FREIGHT, LTL

Phone Number: 307-235-8477

Fax Number: 307-235-7516

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
		COMPLETE CHAIN REPLACEMENT:			
449.00	AC05004W	CHAIN, 14mm x 100mm (P2 & H) - 4 SECTION @ 99 LINKS LONG EA. - 1 SECTION @ 53 LINKS LONG	LINK	34.50	15,490.50
8.00	APW0104005B	PW-SPLICE INTRM-ATTACHMENT	EACH	23.50	188.00
16.00	APW0104008A	PW-SPLICE GUIDE BLOCK - WIDE	EACH	19.50	312.00
222.00	AC04010A	ISOLATOR @ INTERM.ATTCH.1-HOLE	EACH	5.75	1,276.50
222.00	AC04010	INTERM. CHAIN/BELT PAN ATTACH	EACH	15.75	3,496.50
444.00	APW0104007A	PW-GUIDE BLOCK, URETHN. WIDE	EACH	9.75	4,329.00
222.00	AFS013200	3/8"x2" HHCS SS	EACH	0.75	166.50
444.00	AFS203000	3/8" PLAIN WASHER SS	EACH	0.20	88.80
222.00	AFS403000	3/8" NYLOK NUT SS	EACH	0.55	122.10
		COMPLETE BELTING REPLACEMENT:			
227.00	A01122B01	26" BELT PAN - MPR	EACH	68.75	15,606.25
908.00	AFS012114	5/16"x1 1/4" HHCS SS	EACH	0.40	363.20
454.00	AFS012112	5/16"x1 1/2" HHCS SS	EACH	0.45	204.30

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Subtotal:	Sales Tax:	Total After Shipping:
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Contact Person: CHAD ZIEHL

Ship Via: FREIGHT, LTL

Phone Number: 307-235-8477

Fax Number: 307-235-7516

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
2270.00	A01156A	BELT PAN WASHER x 1-3/4" LG.SS	EACH	0.75	1,702.50
1362.00	AFS402000	5/16" NYLOK NUT SS	EACH	0.35	476.70
1.00	FREIGHT	FLAT RATE FREIGHT CHARGES - TRUCK	LOT	1,235.00	1,235.00

Please note: All credit card payments will incur a 3% processing fee.
 Thank you for your inquiry. If you have any questions, please give our
 parts department a call at 1-800-466-7979.

Subtotal:	Sales Tax:	Total After Shipping:
55,843.85		\$ 55,843.85



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2015

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

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

PRODUCER Riverbend Insurance 50 South Steele Street, Suite 504 Denver, CO 80209	CONTACT NAME: Chelsea Henage
	PHONE (A/C No, Ext): (303)331-0100 FAX (A/C, No): (303)362-5791
	E-MAIL ADDRESS: chelsea@rbinsurance.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers
INSURED Serpentix Conveyor Corp 9085 Marshall Ct Westminster, CO 80031	INSURER B: Artisan and Truckers Casualty Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER: 00000000-0** **REVISION NUMBER: 21**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			Y-630-4F752364-COF-15	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			03123547-1	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE			3E763846-TIL-14	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	YJUB-4F75236-4-15	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Casper Wastewater Treatment Plant 2400 Bryan Evansville Rd Casper, WY 82609	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (CMH)

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ACORD 25 (2014/01)

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Printed by CMH on December 29, 2015 at 11.07AM

RESOLUTION NO. 16-18

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH SERPENTIX CONVEYOR CORPORATION FOR SERPENTIX DEWATERED SOLIDS CONVEYOR COMPONENTS.

WHEREAS, the City has need for the furnishing of components to rebuild the Serpentix Dewatered Solids Conveyor at the Wastewater Treatment Plant; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the components as required by a contract between the Contractor and the City; and,

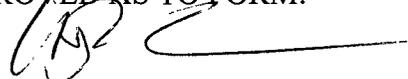
WHEREAS, the City desires to retain the Contractor for furnishing the components.

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, the procurement agreement with Serpentix Conveyor Corporation, 9085 Marshall Court, Westminster, Colorado 80031-2902 for the furnishing of belt conveyor rebuild components.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the procurement agreement in an amount not to exceed Fifty-Five Thousand Eight Hundred Forty-Three Dollars and Eighty-Five Cents (\$55,843.85).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracy L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

December 21, 2015

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Amendment No. 1 to the Contract for Professional Services with West Plains Engineering for the Hogadon Ski Patrol and Maintenance Shop Project, Project No. 14-19

Recommendation:

That Council, by resolution, authorize Amendment No. 1 with West Plains Engineering, for additional engineering services for the Hogadon Ski Patrol and Maintenance Shop Project, Project No. 14-19, in an amount not to exceed \$3,000 for a total contract price of \$22,500.

Summary:

West Plains Engineering is currently under contract for design and construction administration services for Hogadon Ski Patrol and Maintenance Shop Project, Project No. 14-19. The project includes preparing plans and specifications and providing construction administration services to install a modular ski patrol building and foundation and floor slab for a maintenance facility at the Hogadon Ski Area.

During the excavation for the Maintenance Shop, the contractor encountered bed rock. The foundation design had to be revised to work around and incorporate the shallow bed rock.

West Plains Engineering has provided a fee of \$3,000 to revise the structural design and construction documents for the Maintenance Shop. The Engineering Office has reviewed West Plain's proposal and recommends authorizing the amount of \$3,000. City staff recommends authorization of the contract extension using the 1%#14 funds budgeted for the project.

A resolution is prepared for Council's consideration.

AMENDMENT NO. 1
TO THE
CONTRACT FOR PROFESSIONAL SERVICES
WITH THE
CITY OF CASPER
FOR ADDITIONAL ENGINEERING SERVICES
FOR THE
HOGADON SKI PATROL AND MAINTENANCE SHOP PROJECT
PROJECT NO. 14-19

The City of Casper, Owner, hereby authorizes Amendment No. 1 to the Contract for Professional Services with West Plains Engineering for the Hogadon Ski Patrol Building and Maintenance Shop Project, No. 14-19, dated August 8th, 2014, to extend the amount of compensation to the Engineer by a sum not to exceed Three Thousand Dollars (\$3,000). The total amount of compensation for the contract, including this Amendment, shall not exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500) without written approval from the Owner.

It is agreed that the increase in the cost ceiling shall be reasonable compensation for performing additional design services, as discussed in a letter from the Engineer to the Owner dated August 25, 2015, attached hereto and marked as Exhibit "A."

Amendment No. 1, as described herein, is agreed to and accepted by the parties executing below:

For the Owner, the City of Casper,

dated this ____ day of _____, 2016.

APPROVED AS TO FORM:

By: _____
Daniel Sandoval

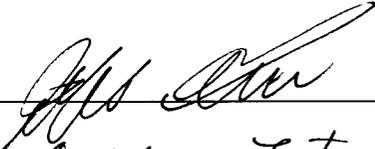
Title: Mayor

Attest: _____
Tracey L. Belser

Title: City Clerk

Hogadon Ski Patrol and Maintenance Shop Project, Project No. 14-19
Amendment No. 2
Page 2

For the Engineer, West Plains Engineering,
dated this 16TH day of JANUARY, 2016.

By: 
Attest: 

Title: OFFICE MANAGER
Title: Admin. Supp. Tech.

EXHIBIT "A"



CASPER

145 S. Durbin, Suite 205 ■ Casper, WY 82601
Ph: (307) 234-9484 ■ Fax: (307) 234-5494

August 25, 2015

Mr. Jason Knopp, P.E.
City Engineer
City of Casper
200 North David
Casper, WY 82601

Re: Hogadon Ski Patrol & Maintenance Buildings
Engineering Services Proposal – Additional Services

Dear Jason,

We appreciate the opportunity to submit the following proposal to provide additional engineering services for the Ski Patrol & Maintenance Building project at the Hogadon Ski Area.

Scope of Work

The original project consisted of the installation of a 28' x 56' modular double-wide building for the Ski Patrol, as well as the installation of a foundation and floor slab for a future 50' x 100' metal frame maintenance building. The City then contracted with Caspar Building Systems to provide pre-engineered metal buildings for both the Ski Patrol and Maintenance Buildings. As a result, additional engineering services are required to revise the structural design for the Ski Patrol building.

Scope of Services

Additional engineering services include revised structural design and construction documents for the Ski Patrol Building. Structural shop drawing review and construction observation are already included in the existing professional services agreement.

Compensation

We propose to provide the additional engineering services described above for a fixed fee of Three Thousand Dollars (\$3,000).

If this additional fee is acceptable, please prepare an amendment to the existing contract for professional services for our review and signature.

Thank you for your attention in this matter.

Sincerely,

Jeff Eidsness
Office Manager

WEST PLAINS ENGINEERING, INC.
www.westplainsengineering.com

RAPID CITY, SD ■ SIOUX FALLS, SD ■ CASPER, WY ■ CEDAR RAPIDS, IA ■ BISMARCK, ND

RESOLUTION NO. 16-19

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH WEST PLAINS ENGINEERING FOR THE HOGADON SKI PATROL AND MAINTENANCE SHOP PROJECT.

WHEREAS, West Plains Engineering, under a contract for professional services dated August 8, 2014, is providing design and construction administration services for the Hogadon Ski Patrol and Maintenance Shop Project; and,

WHEREAS, additional engineering services outside the original scope of work are required to revise the structural design and construction documents for the Maintenance Shop; and,

WHEREAS, the City of Casper desires to extend the scope of work with West Plains Engineering, to provide these additional services; and,

WHEREAS, West Plains Engineering, is able and willing to provide those services as specified in Amendment No. 1.

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, Amendment No. 1 to the contract for professional services between the City of Casper and West Plains Engineering, for additional engineering services associated with the Hogadon Ski Patrol and Maintenance Shop Project, in the amount of Three Thousand Dollars (\$3,000).

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 an additional amount not to exceed Three Thousand Dollars (\$3,000), for a total contract amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

December 18, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew Beamer, P.E., Public Services Director
Pete Meyers, Assistant Public Services Director
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Agreement with Grizzly Excavating and Construction LLC
Phase II of the 15th Street & Elm Street Improvements, Project No. 14-68.

Recommendation:

That Council, by resolution, authorize an agreement with Grizzly Excavating and Construction LLC, for Phase II of the 15th Street & Elm Street Improvements, Project No. 14-68, in the amount of \$1,328,274.50. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$130,000.00, for a total project amount of \$1,458,274.50.

Summary:

On December 18, 2015, the City of Casper received five (5) bids for Phase II of the 15th Street & Elm Street Improvements, Project No. 14-68. The bid received is as follows:

CONTRACTOR	BUSINESS LOCATION	BASE BID
Grizzly Excavation & Construction, LLC	Casper, Wyoming	\$1,328,274.50
71 Construction, Inc.	Casper, Wyoming	\$1,576,927.10
Andreen Hunt Construction	Casper, Wyoming	\$1,594,775.00
Installation & Service Company	Casper, Wyoming	\$1,838,860.60
Knife River	Casper, Wyoming	\$1,971,862.80

The street surfaces on 15th Street (Ash Street to CY Avenue) and Elm Street (15th Street to CY Avenue) have been subject to substantial traffic loads, freeze/thaw cycles of storm water, and multiple water main repairs. This has caused traverse cracking and potholes throughout these streets. The 8-inch cast iron water main pipe in 15th Street has been subject to many breaks and has required considerable maintenance. This water main pipe will be abandoned with all its water services and fire hydrants connected to the 20-inch ductile iron water main pipe running parallel to the 8-inch cast iron water main pipe. Storm sewer mains, catch basins, ADA accessible ramps and curb & gutter throughout these streets are undersized or do not comply with current City of Casper standards.

To address these issues, waterline, storm sewer, sidewalk and street repairs have been designed for Phase II of the 15th Street & Elm Street Improvements. Phase I was completed in September of 2015 and included repairs on Wolcott Street (13th Street to College Drive). Phase II includes repairs on 15th Street (Ash Street to CY Avenue) and Elm Street (15th Street to CY Avenue).

The Engineer's estimate prepared by WWC Engineering was \$2,000,000.00. WWC Engineering has provided the design for Phase I and Phase II and is recommended to provide construction administration services for Phase II.

Funding for this project will be from Water Fund Reserves, Sewer Fund Reserves and 1%#15 Arterial and Collector Street 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 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Grizzly Excavating and Construction LLC, PO Box 51692, 3441 Burd Road, Casper, Wyoming 82605, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace water line, storm sewer, sanitary sewer manholes; road surfacing, curb and gutter, sidewalk, and other miscellaneous work along 15th Street and Elm Street.

WHEREAS, the Contractor is able and willing to provide those services specified as the 15th Street & Elm Street Improvements Phase 2, Project No. 14-68.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 15th Street & Elm Street Improvements Phase 2, Project No. 14-68, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by WWC Engineering, 5810 East 2nd Street, Suite 200, Casper, WY, 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 Architect and/or 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 October 14, 2016 for Phase A (Elm Street Reconstruction) and September 01, 2017 for Phase B (15th Street Reconstruction) and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by September 22, 2017. Substantial Completion will be accepted once all water lines and valves are installed and in working order, storm sewer installed, sanitary sewer manholes replaced; surfacing is replaced and the phase of the project is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan, limiting construction around and in school zones when school is in session (2016: June 13 – August 26, 2017: June 12 – September 1); with winter shutdowns, Contractor shall notify Engineer a minimum of two (2) weeks prior to winter shutdown and shall indicate this in progress schedule; no open excavations shall remain, all work that has begun with any

excavation or demolition shall be completed before winter shutdown; Contractor shall remove all materials/equipment onsite before winter shutdown.

- 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 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 One Million Three Hundred Twenty-Eight Thousand Two Hundred Seventy-Four and 50/100 Dollars (\$1,328,274.50), 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 for the Base Bid only (Bid Items 1 through 44) contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4 of the Bid Form and BS-1 through BS-7 of the 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.** Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured 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 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

- 5.1.1 Prior to payment of fifty percent (50%) of Total Contract Price, progress payments will be made in an amount equal to ninety percent (90%) of the Work completed, and ninety

percent (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 fifty percent (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 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.

5.1.4 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 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.

5.3 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 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 tests 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 tests 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-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and BS-1 through BS-7 of the Bid Schedule).
- 8.4 Addenda Number: Addendum No. 1.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of ten (10) sections.

- 8.10 Special Provisions consisting of eight (8) Sections and forty-six (46) Drawing “Sheets”.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

15th Street & Elm Street Improvements Phase 2, Project No. 14-68
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. 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. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

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 below written.

DATED this _____ day of _____, 2016.

APPROVED AS TO FORM:
(15th Street & Elm Street Improvements Phase 2, Project No. 14-68)

Walker Fremont

ATTEST:

CONTRACTOR:

Grizzly Excavating and Construction LLC
PO Box 51692
3441 Burd Road
Casper, WY 82605

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Tracey L. Belser

Daniel Sandoval

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
15th Street & Elm Street Improvements Phase 2
Project No. 14-68

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 by **September 01, 2017** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **September 22, 2017**, 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. <u> 1 </u>	Dated <u>12-11-15</u>
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;

BF-1

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 COMBINED BID, IN NUMERALS: \$ 1,328,290.⁰⁰

TOTAL COMBINED BID, IN WORDS: One million three hundred twenty-eight thousand two hundred ninety and no hundredths 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 Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: PO Box 51692
3441 Burd Rd
Casper, WY 82405

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 December 17th, 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: Grizzly Excavating and Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Joe Susan (seal)

(Title) owner

(Seal)

Attest: Todd M. Matthews

Business Address: PO Box 51692
3441 Burd Rd
Casper, WY 82605

Phone Number: 307-265-4328

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.)

ITEMIZED BID SCHEDULE BASE
 15TH STREET & ELM STREET IMPROVEMENTS PHASE 2
 PROJECT NO. 14-68
 December 17, 2015

Bid Schedule: 15TH STREET & ELM STREET IMPROVEMENTS PHASE 2

FT = LINEAL FOOT SY = SQUARE YARD CY = CUBIC YARD EA = EACH LS = LUMP SUM CF = CUBIC FOOT SF = SQUARE FOOT

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
1	1	LS	Mobilization and Bonds for <u>one hundred twenty thousand</u> Dollar(s) and <u>No</u> Cent(s) per lump sum.	\$120,000 ⁰⁰	\$120,000 ⁰⁰
2	1	LS	Traffic Control for <u>FIVE THOUSAND</u> Dollar(s) and <u>No</u> Cent(s) per lump sum.	\$5,000 ⁰⁰	\$5,000 ⁰⁰
3	1	LS	Force Account for <u>TEN THOUSAND</u> Dollar(s) and <u>No</u> Cent(s) per lump sum.		
				\$10,000.00	\$10,000.00
4	1	LS	Removal of Obstructions for <u>FIVE HUNDREN</u> Dollar(s) and <u>No</u> Cent(s) per lump sum.	\$500 ⁰⁰	\$500 ⁰⁰
5	5100	FT	Removal of Curb and Gutter for <u>six</u> Dollar(s) and <u>No</u> Cent(s) per lineal foot.	\$6 ⁰⁰	\$30,600 ⁰⁰
6	1900	SY	Removal of Concrete Flatwork for <u>TEN</u> Dollar(s) and <u>sixty</u> Cent(s) per square yard.	\$10 ⁶⁰	\$20,140 ⁰⁰
7	3750	CY	Unclassified Excavation for <u>TEN</u> Dollar(s) and <u>No</u> Cent(s) per cubic yard.	\$10 ⁰⁰	\$37,500 ⁰⁰
8	5050	SY	F&I Mill and 2" Hot Plant Mix Overlay for <u>THIRTEEN</u> Dollar(s) and <u>thirty five</u> Cent(s) per square yard.	\$13 ³⁵	\$67,433 ⁰⁰

Bid Schedule (CONT'): 15TH STREET & ELM STREET IMPROVEMENTS PHASE 2

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
9	9600	SY	F&I 4" Hot Plant Mix and 8" Grading "W" Base Course for <u>THIRTY THREE</u> Dollar(s) and <u>FOURTY FIVE</u> Cent(s) per square yard.	\$ <u>33.45</u>	\$ <u>321,120.00</u>
10	5200	FT	F&I Curb and Gutter Type B & Base Course for <u>TWENTY THREE</u> Dollar(s) and <u>NO</u> Cent(s) per lineal foot.	\$ <u>23.00</u>	\$ <u>119,600.00</u>
11	380	SY	F&I Concrete Sidewalk & Base Course for <u>FIFTY FOUR</u> Dollar(s) and <u>NO</u> Cent(s) per square yard.	\$ <u>54.00</u>	\$ <u>20,520.00</u>
12	1100	SY	F&I Concrete Approach for <u>FIFTY EIGHT</u> Dollar(s) and <u>FIFTY</u> Cent(s) per square yard.	\$ <u>58.50</u>	\$ <u>64,350.00</u>
13	210	SY	F&I Curb Ramp Type I for <u>THREE HUNDRED SEVENTY SIX</u> Dollar(s) and <u>NO</u> Cent(s) per square yard.	\$ <u>376.00</u>	\$ <u>78,960.00</u>
14	20	SY	F&I Curb Ramp Type III for <u>ONE HUNDRED SEVENTY SEVEN</u> Dollar(s) and <u>TWENTY</u> Cent(s) per square yard.	\$ <u>177.20</u>	\$ <u>3544.00</u>
15	1725	FT	F&I 6" Double Yellow Striping for <u>ONE</u> Dollar(s) and <u>FOURTY</u> Cent(s) per lineal foot.	\$ <u>1.40</u>	\$ <u>2415.00</u>
16	145	FT	F&I White Striping for <u>ONE</u> Dollar(s) and <u>FOURTY</u> Cent(s) per lineal foot.	\$ <u>1.40</u>	\$ <u>203.00</u>

Bid Schedule (CONT'): 15TH STREET & ELM STREET IMPROVEMENTS PHASE 2

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
17	110	EA	F&I Pavement Markings for <u>Twenty nine</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 29. ⁰⁰	\$ 3190. ⁰⁰
18	1	EA	F&I Sign and Post for <u>Six Hundred Seventy</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 670. ⁰⁰	\$ 670. ⁰⁰
19	23	EA	F&I Catch Basin for <u>one thousand eight hundred thirty three</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 1833. ⁰⁰	\$ 42,159. ⁰⁰
20	6	EA	F&I Storm Sewer Manhole for <u>Five thousand two hundred ninety three</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 5293. ⁰⁰	\$ 31,758. ⁰⁰
21	2	EA	F&I 20" Butterfly Valve for <u>Ten thousand four hundred</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 10,400. ⁰⁰	\$ 20,800. ⁰⁰
22	1	EA	F&I 8" Gate Valve for <u>one thousand nine hundred twenty six</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 1,926. ⁰⁰	\$ 1,926. ⁰⁰
23	1	EA	F&I 20"x8" Cross for <u>Ten thousand nine hundred sixty two</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 10,962. ⁰⁰	10,962. ⁰⁰
24	2	EA	F&I 8" PVC Fittings for <u>Seven hundred two</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 702. ⁰⁰	\$ 1,404. ⁰⁰

Bid Schedule (CONT'): 15TH STREET & ELM STREET IMPROVEMENTS PHASE 2

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
25	60	FT	F&I 8" PVC Water Main for <u>FOURTY TWO</u> Dollar(s) and <u>TWENTY</u> Cent(s) per lineal foot.	\$ 42. ²⁰	\$ 2532. ⁰⁰
26	11	EA	Connect 1" Water Service for <u>ONE THOUSAND THREE HUNDRED</u> <u>EIGHTY FIVE</u> Dollar(s) and <u>NO</u> Cent(s) per each.	\$ 1385. ⁰⁰	\$ 15,235. ⁰⁰
27	1	EA	8" Sidestreet Water Main Connection for <u>FOUR THOUSAND FOUR HUNDRED THIRTY</u> Dollar(s) and <u>NO</u> Cent(s) per each.	\$ 4430. ⁰⁰	\$ 4430. ⁰⁰
28	4	EA	F&I Water Service for <u>SIX THOUSAND SIX HUNDRED</u> <u>NINETY SIX</u> Dollar(s) and <u>NO</u> Cent(s) per each.	\$ 1696. ⁰⁰	\$ 6784. ⁰⁰
29	2	EA	Connect 4" Water Service for <u>FOUR THOUSAND TWO HUNDRED</u> <u>FIFTY EIGHT</u> Dollar(s) and <u>NO</u> Cent(s) per each.	\$ 4258	\$ 8516. ⁰⁰
30	1	EA	Connect 6" Water Service for <u>FIVE THOUSAND EIGHT HUNDRED</u> <u>EIGHTY FIVE</u> Dollar(s) and <u>NO</u> Cent(s) per each.	\$ 5885. ⁰⁰	\$ 5885. ⁰⁰
31	5	EA	F&I Fire Hydrant Assembly for <u>SEVENTY HUNDRED EIGHT HUNDRED</u> <u>SIX</u> Dollar(s) and <u>NO</u> Cent(s) per each.	\$ 7806. ⁰⁰	\$ 39,030. ⁰⁰
32	3	EA	F&I Storz Nozzle for <u>SEVEN HUNDRED FORTY</u> Dollar(s) and <u>NO</u> Cent(s) per each.	\$ 740. ⁰⁰	\$ 2,220. ⁰⁰

Bid Schedule (CONT'): 15TH STREET & ELM STREET IMPROVEMENTS PHASE 2

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
33	4	EA	Connect to Existing Pipeline for over thousand one hundred twenty <u>eight</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 1,128 ⁰⁰	\$ 4,512 ⁰⁰
34	3	EA	Disconnect Existing Pipeline for <u>Four Hundred Four</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 404 ⁰⁰	\$ 1,212 ⁰⁰
35	2	EA	F&I Magnesium Anode Bed for Two thousand one hundred twenty <u>Five</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 2125 ⁰⁰	\$ 4,250 ⁰⁰
36	5	EA	R&R Sanitary Sewer Manhole for Six thousand three hundred <u>seventeen</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 7,317 ⁰⁰	\$ 36,585 ⁰⁰
37	2750	CY	F&I Select Backfill for <u>Eighteen</u> Dollar(s) and <u>Forty Six</u> Cent(s) per cubic yard.	\$ 18. ⁴⁶	\$ 50,765 ⁰⁰
38	5	CY	F&I Flowable Backfill for <u>ONE HUNDRED SEVENTEEN</u> Dollar(s) and <u>No</u> Cent(s) per cubic yard.	\$ 117. ⁰⁰	\$ 585 ⁰⁰
39	20	CY	F&I Structural Fill for <u>Twenty</u> Dollar(s) and <u>THIRTY FIVE</u> Cent(s) per cubic yard.	\$ 20. ³⁵	\$ 407. ⁰⁰
40	50	EA	Utility Adjustment for <u>Six Hundred Eighty Four</u> Dollar(s) and <u>No</u> Cent(s) per each.	\$ 684. ⁰⁰	\$ 34,200 ⁰⁰

Bid Schedule (CONT'): 15TH STREET & ELM STREET IMPROVEMENTS PHASE 2

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
41	1	LS	Erosion and Sedimentation Control for ONE THOUSAND FIVE HUNDRED Dollar(s) and NO Cent(s) per lump sum.	\$ 1500. ⁰⁰	\$ 1500. ⁰⁰
42	1	LS	Project Signs for SIX HUNDRED SEVENTY TWO Dollar(s) and NO Cent(s) per lump sum.	\$ 672. ⁰⁰	\$ 672. ⁰⁰
43	500	FT	F&I 15" Reinforced Concrete Pipe (RCP) for NINETY SIX Dollar(s) and FIFTY Cent(s) per lineal foot.	\$ 96. ⁵⁰	\$ 48,250. ⁰⁰
44	940	FT	F&I 18" Reinforced Concrete Pipe (RCP) for FOURTY EIGHT Dollar(s) and NINETY Cent(s) per lineal foot.	\$ 48. ⁹⁰	\$ 45,966. ⁰⁰
TOTAL BID (Addition of Totals from Items 1-44)				\$ 1,328,290. ⁰⁰	

ITEMIZED BID SCHEDULE ALTERNATE 1
 15TH STREET & ELM STREET IMPROVEMENTS PHASE 2
 PROJECT NO. 14-68
 December 17, 2015

Bid Schedule Alternate 1: 15TH STREET & ELM STREET IMPROVEMENTS PHASE 2

ITEM	APPROXIMATE QUANTITIES	UNIT	ITEM DESCRIPTION WITH UNIT PRICE BID WRITTEN IN WORDS	UNIT PRICE	TOTAL PRICE
45	500	FT	F&I 15" Corrugated HDPE Pipe for <u>SIXTY NINE</u> Dollar(s) and <u>TWENTY FOUR</u> Cent(s) per lineal foot.	\$ <u>69.²⁴</u>	\$ <u>34,620.⁰⁰</u>
46	940	FT	F&I 18" Corrugated HDPE Pipe for <u>THIRTY FIVE</u> Dollar(s) and <u>TWENTY</u> Cent(s) per lineal foot.	\$ <u>35.²⁰</u>	\$ <u>33,088.⁰⁰</u>
TOTAL ALTERNATE BID 1 (Addition of Totals from Items 45-46)				\$ <u>67,708.⁰⁰</u>	

RESOLUTION NO.16-20

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GRIZZLY EXCAVATING AND CONSTRUCTION LLC, FOR PHASE II OF THE 15TH STREET & ELM STREET IMPROVEMENTS, PROJECT NO. 14-68.

WHEREAS, the City of Casper desires to replace water line, storm sewer, sanitary sewer manholes; road surfacing, curb and gutter, sidewalk, and other miscellaneous work along 15th Street (Ash Street to CY Avenue) and Elm Street (15th Street to CY Avenue); and,

WHEREAS, Grizzly Excavating and Construction LLC, is able and willing to provide those services specified as Phase II of the 15th Street & Elm Street Improvements, Project No. 14-68; 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 Grizzly Excavating and Construction LLC, for those services, in the amount of One Million Three Hundred Twenty-Eight Thousand Two Hundred Seventy-Four and 50/100 Dollars (\$1,328,274.50).

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 Million Three Hundred Twenty-Eight Thousand Two Hundred Seventy-Four and 50/100 Dollars (\$1,328,274.50), and One Hundred Thirty Thousand and 00/100 Dollars (\$130,000.00) for a construction contingency account, for a total project amount of One Million Four Hundred Fifty-Eight Thousand Two Hundred Seventy-Four and 50/100 Dollars (\$1,458,274.50).

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 _____, 2016.

APPROVED AS TO FORM:

(Phase II of the 15th Street & Elm Street Improvements, Project No. 14-68)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracy L. Belser
City Clerk

Daniel Sandoval
Mayor

December 29, 2015

MEMO TO: V.H. McDonald, City Manager

FROM: Andrew B. Beamer, P.E., Public Services Director 
David Hill, P.E., Public Utilities Manager
Jason Knopp, P.E., City Engineer
Alex Sveda, P.E., Associate Engineer

SUBJECT: Contract for Professional Services with CH2M HILL Engineers, Inc.
Sam H. Hobbs Wastewater Treatment Plant (WWTP) Preliminary Facilities Plan,
Project 15-080

Recommendation:

That Council, by resolution, authorize a contract for engineering services with CH2M HILL Engineers, Inc. (CH2M) in the development of the Sam H. Hobbs WWTP Preliminary Facilities Plan, Project 15-080, in the amount of \$366,781.00.

Summary:

The WWTP was built in 1958. It was expanded to include secondary treatment in 1975 and additional capacity in 1983. Currently, the WWTP has a treatment capacity of 10 million gallons per day. The facility provides wastewater treatment services to approximately 69,000 people in the City of Casper, the Towns of Bar Nunn, Evansville and Mills, the Wardwell Water and Sewer District, Natrona County International Airport, and other smaller entities in the regional wastewater system. A Facilities Plan update is required because:

- The last WWTP facility plan was completed in 1997 and is outdated.
- The City desires to be proactive in planning for future nutrient and/or selenium removal as required by Wyoming Pollutant Discharge Elimination System (WYPDES), Environmental Protection Agency (EPA) and Wyoming Department of Environmental Quality (WDEQ).
- The City is reluctant to conduct capital improvements to the existing secondary treatment process structure and related equipment without knowledge of how future regulations by WYPDES, EPA and WDEQ will require changes or modifications to the existing treatment process.

A Request for Proposals was sent to qualified consultants to furnish professional services for the project. Six (6) firms responded, and four (4) were interviewed for the project. Based upon project team qualifications, team management/organization, ability to recognize design opportunities in the project, demonstrated design experience, and willingness to meet time requirements, CH2M was selected to provide the requested engineering services. CH2M designed the improvements to the WWTP in 1983, and, more recently, they designed and provided construction administration for the North Platte Sanitary Sewer Corrosion Control Facility in 2014.

Services for the project include: development of a whole-plant dynamic process model based on permit requirements and compliance data, plant operations data, existing facility design criteria; development of a study of the existing hydraulic, organic, ammonia and nutrient loadings to evaluate future flow, loadings and WYPDES, EPA and DEQ permit requirements accounting for future population growth estimates; condition of the existing WWTP facilities to determine the anticipated remaining useful life; development of a study analyzing and recommending various WWTP operations modification alternatives; development of design criteria and conceptual design documents for the recommended facility modifications; and development of a 20-year WWTP facilities plan.

City Staff has reviewed the proposal from CH2M and recommends awarding the contract to CH2M for the project, in the amount of \$366,781.00.

Funding will be completely from Wastewater Treatment Plant Reserve Funds.

A resolution is prepared for Council's consideration.

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this _____ day of January, 2016, 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. CH2M HILL Engineers, Inc., 200 East 7th Street, Suite 314, Loveland, Colorado 80537 (“Consultant”).

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

RECITALS

A. The City is undertaking a project to install a corrosion control facility to protect the North Platte Sanitary Sewer Interceptor.

B. The project requires professional services for development of a preliminary facilities plan for the City of Casper Sam H. Hobbs Wastewater Treatment Facility.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project: See Attached Exhibit “A”.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 11th day of March, 2017.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed Three Hundred Sixty-Six Thousand Seven Hundred Eighty-One and 0/100 Dollars (\$366,781.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

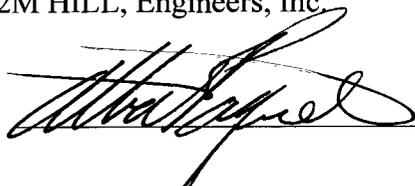
Tracey L. Belser
Clerk

Daniel Sandoval
Mayor

WITNESS

CONSULTANT
CH2M HILL, Engineers, Inc.

By: 

By: 

Printed Name: BRAD SCHUTT

Printed Name: Albert Paquet

Title: ENGINEER

Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

Neither party shall 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 other party: provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City or any of its duly authorized representatives shall have access, during Consultant's normal business hours, to any books, documents, papers, and records of the Consultant which are directly pertinent to the Contract for the purpose of making audit,

examination, excerpts, and transactions for a period of one (1) year following Consultant's final invoice.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, model output data, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City. All intellectual property contained in the elements used to construct the Pro2D2 TM model will remain property of CONSULTANT. No access to the structure and code behind these elements will be provided.

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

This Contract shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or

federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

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

10. SUBCONTRACTOR:

The Consultant 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 Consultant.

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

15. STANDARD OF CARE:

The Standard of Care applicable to the Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.

EXHIBIT A

Scope of Services for City of Casper “Sam H. Hobbs Wastewater Treatment Plant Preliminary Facilities Plan”

CH2M HILL Engineers, Inc. (CONSULTANT) agrees to furnish the City of Casper (CITY) engineering services for the CITY’s Sam H. Hobbs Wastewater Treatment Plant (WWTP) Preliminary Facilities Plan project based on the following task descriptions. The CONSULTANT’s basis for estimating engineering costs for the project is based on the elements included in the task descriptions hereinafter.

It is understood that the CITY will designate Alex Sveda, Associate Engineer, as the primary point of contact with respect to the work performed under this agreement, with authority to transmit instructions, receive information, interpret and define CITY policies and decisions relative to elements pertinent to the work covered by this Agreement.

Background

The Sam H. Hobbs Regional WWTP, located at 2400 Bryan Evansville Road in Casper, Wyoming, provides wastewater treatment services to approximately 69,000 people in the City of Casper, the Towns of Bar Nunn, Evansville and Mills, the Wardwell Water and Sewer District, Natrona County International Airport, and other smaller entities in the regional wastewater system. A Facilities Plan update is required because:

- The last WWTP facility plan was completed in 1997, and is outdated
- The City desires to be proactive in planning for future nutrient and/or selenium removal requirements
- The City is reluctant to conduct capital improvements to the existing secondary treatment process structure and related equipment without knowledge of how future regulations will require changes or modifications to the existing treatment process

The Sam H. Hobbs WWTP was built in 1958, expanded to include secondary treatment in 1975, and expanded again in the early to mid-1980’s to increase treatment capacity from 6 million gallons per day (MGD) to 12.8 MGD based on 1983 Wyoming Pollutant Discharge Elimination System (WYPDES) permit requirements. In 1988, with a renewed WYPDES permit, Environmental Protection Agency (EPA) and Department of Environmental Quality (DEQ) promulgated ammonia removal requirements which immediately re-rated the WWTP to 7.5 MGD capacity. More strict ammonia limits and receiving water mixing requirements necessitated the most recent expansion during the 2006 to 2008 timeframe. At that time, mechanical aeration equipment was upgraded to a fine bubble aeration system and aeration capacity was increased. Additionally, ultraviolet (UV) light replaced chlorine disinfection and sludge drying beds were replaced by centrifuge dewatering. This expansion increased the WWTP capacity to 10 MGD.

The current treatment train consists of preliminary treatment (perforated plate fine screening and vortex grit removal), primary clarification, secondary treatment, UV disinfection, sludge thickening, anaerobic digestion and centrifuge dewatering. The secondary treatment system includes a biofilter tower (currently not used), aeration basins with single stage blowers and fine bubble air diffusion, secondary clarifiers, and necessary pumping systems to handle return and waste activated sludge flow. The total aeration volume is 2.4 MG, and is operated as a complete mix system which also achieves nitrification.

The current permitted capacity is based on a Maximum Month Average Daily Flow (MMADF) of 9.0 MGD, less than the 10 MGD design capacity. During the 2008 permit renewal process, the City requested a reduction in permitted capacity on a MMADF flow basis to 8.6 MGD. The Wyoming Department of Environmental Quality (WDEQ) set the MMADF at 9.0 MGD during the most recent (2013) permit renewal process. Current effluent requirements are:

<i>Parameter</i>	<i>Monthly Average</i>	<i>Weekly Average</i>	<i>Daily Maximum</i>
<i>Biochemical Oxygen Demand, mg/L</i>	30	45	90
<i>E. Coli, MPN/100 ml, May – September</i>	376	N/A	859
<i>E. Coli, MPN/100 ml, October – April</i>	2572	N/A	2572
<i>Total Flow, MGD</i>	9.0	N/A	N/A
<i>Total Suspended Solids, mg/L</i>	30	45	90
<i>Total Residual Chlorine, mg/L</i>	N/A	N/A	0.05
<i>Ammonia as N mg/l, May – September</i>	3.74	N/A	13.20
<i>Ammonia as N mg/l, October – April</i>	7.28	N/A	16.15
<i>pH, s.u.</i>	N/A	N/A	6.5 – 9.0
<i>Biochemical Oxygen Demand, % Removal</i>	85	N/A	N/A
<i>Total Suspended Solids, % Removal</i>	85	N/A	N/A
<i>Oil and Grease, mg/L</i>	N/A	N/A	10
<i>Whole Effluent Toxicity Chronic</i>	N/A	N/A	Pass

Future Nutrient Removal – Wyoming, as with many states, is establishing numeric criteria for nutrients (total phosphorous and total nitrogen) as these can be incorporated into discharge permits. The WDEQ has established a “nutrient stakeholder work group: and is currently in the early stages of updating its 2008 Nutrient Criteria Development Plan as well as working towards establishing numeric criteria for nutrient limits. Indications have been that some sort of numeric nutrient limits could be included in the WWTP’s 2018 permit but more likely in the 2023 permit.

Selenium – In addition to future nutrient removal requirements, a thirty-eight mile stretch of the North Platte River, including the segment through the City of Casper, is listed on the US EPA 303(d) list as selenium impaired waters. If the river remains on the impaired waters list there is a possibility that the WWTP could be faced with a selenium removal requirement. Currently, the WWTP removes very little selenium and likely would not be able

to meet a numeric selenium limit without additional treatment. Selenium is endemic in soils in the North Platte River watershed above and through the City of Casper. Based on information provided by the City of Casper, selenium is not a problem with potable water. However, it is a problem when it enters the sanitary sewer system from infiltration and inflow and from building sump pumps.

The Natrona County Conservation District (NCCD), Casper Alcova Irrigation District (CAID), Bureau of Land Management (BLM), Natural Resource Conservation Service (NRCS), and others have been working towards mitigating selenium levels in the Kendrick Water Shed area in an effort to reduce selenium levels and ultimately petition to have the North Platte River segment removed from the impaired waters list. The majority of their efforts have been placed on the implementation of best management practices for irrigation through the watershed.

Scope of Work

The Sam H. Hobbs WWTP Preliminary Facilities Plan will include an Executive Summary as the first section of the plan with the subsequent sections of the Plan being the individual Technical Memoranda (TMs) that are completed as part of each task. The project work will be carried out using a phased delivery approach to provide a logical and progressive approach for completion of the work. The CITY will be provided two weeks to review each draft TM prepared. After the CITY's review, comments will be reviewed, incorporated in the TM or adjudicated with the CITY using a Quality Review Form (QRF) in conformance with the Project's Quality Management Plan. The QRF will be used to document comments and response action. Review comments will be incorporated into the draft TM but the TM will not be re-issued as the final version will be incorporated into the Preliminary Facility Plan. If there are significant comments or changes to the analysis or findings that are included in a TM, then the TM will be re-issued for a subsequent review.

Task 1 — Preliminary Data Collection

The purpose of this task is to review the existing WYPDES permit requirements and compliance data, plant operations data, existing facility design criteria, flow and loading projections and other pertinent information including selenium control data. A data log will be developed to document the preliminary data received.

The following information will be provided by CITY:

- Casper and Natrona County Growth Plans
- Potable water selenium data
- Current WYPDES discharge permit and the most recent 3 years of Discharge Monitoring Report submittals
- Available design reports and record drawings for the Sam H. Hobbs WWTP
- Most recent 3 years of influent, operating and performance data (flow, BOD, TSS, Nitrogen, Phosphorus, Selenium, etc.) in electronic format (e.g., Excel spreadsheets)

As part of the scope of this Task, CONSULTANT will conduct a Project Kick-Off meeting (Workshop No. 1, described in Task 8 below) and develop a whole-plant dynamic process model for the Sam H. Hobbs WWTP (Plant) using CONSULTANT'S proprietary modeling tool, Pro2D2™, which will be calibrated based upon the operating and performance data provided by the CITY. A TM will be developed to document the results of the Pro2D2™ model development and calibration effort, including model output data. All intellectual property contained in the elements used to construct the Pro2D2™ model will remain property of CONSULTANT. No access to the structure and code behind these elements will be provided.

Deliverables

A data log will be developed to summarize the data received. In addition, a TM will be developed to document the development and calibration of a Pro2D2™ whole-plant dynamic process model for the Sam H. Hobbs WWTP as well as to summarize the existing data.

- Data log, MS Excel format
- Draft (MS Word format) TM No. 1: Pro2D2 process model development and calibration for the Sam H. Hobbs WWTP

Assumptions

- CITY to provide requested data within two weeks of Notice to Proceed

Task 2 — Evaluate Existing Hydraulic, Organic, Ammonia and Nutrient Loadings and Compare to Current Treatment Plant Design Criteria

The primary purpose of this task is to evaluate the existing hydraulic, organic, ammonia and nutrient loadings and to provide a comparison to the current treatment plant design criteria. The work will also include Monte Carlo statistical analysis to determine the timing of peak loading versus peak flow to determine if a paper re-rating of the plant is warranted to increase the rated capacity based upon available data. It is anticipated that the Monte Carlo statistical analysis could support a formal request to Wyoming Department of Environmental Quality (WDEQ) to re-rate the plant. Therefore, the results of the Monte Carlo analysis will be documented in a standalone TM suitable for submission to WDEQ. It is assumed that CITY would be responsible for the processing of the request with WDEQ for the plant re-rating. The CONSULTANT shall provide assistance in processing the re-rating request to WDEQ as requested by CITY.

Deliverables

Two TMs will be developed to summarize the results of the evaluation of current loadings as compared to the plant's design criteria as well as the results of a Monte Carlo statistical analysis to evaluate if a paper re-rating of the plant capacity is warranted based upon available data.

- Draft (MS Word format) TM No. 2: Existing Hydraulic, Organic, Ammonia and Nutrient Loading Analysis
- Draft (MS Word format) TM No. 3: Monte Carlo Statistical Analysis to Evaluate a Plant Capacity Increase for the Sam H. Hobbs WWTP

Task 3 — Determine Effectiveness, Efficiency and Remaining Useful Life of Existing Secondary Treatment Process Structures, Equipment and Piping and Yard Piping

CONSULTANT will conduct a visual inspection to evaluate the condition of the aeration basins, secondary clarifiers, aeration equipment, return activated sludge equipment, waste activated sludge equipment, associated pressure piping and associated appurtenances to determine the anticipated remaining useful life. As part of the condition assessment, CONSULTANT will utilize the previous condition assessment completed by Arcadis in November 2013 to facilitate the evaluation and rating of the current use of the equipment for effectiveness and efficiency. The results of the condition assessment will be documented in a TM. The TM will also provide recommendations regarding which existing secondary treatment process structures and appurtenances could continue to be used (with possible renovations) to meet new nutrient treatment requirements as well as selenium treatment requirements if required by the regulatory agencies.

A recent yard piping failure at the plant has heightened awareness of hydrogen sulfide corrosion in the large diameter plant influent and primary effluent piping on the site. CONSULTANT will conduct a condition assessment of existing large diameter (42" to 60") primary effluent yard piping to determine remaining useful life. Project work will include cleaning and internal CCTV inspections of the primary effluent lines between the primary clarifiers and the aeration basins. It is anticipated that this represents approximately 300 lineal feet of 42" to 60" pipelines and that access to the piping will be relatively accessible. If access has to be adjusted or created for this work, additional time and expense may be incurred. It is assumed that CONSULTANT's subcontractor will perform limited cleaning and vactoring of the pipes for purposes of providing CCTV camera

access. CONSULTANT's subcontractor estimate for this work is based on completing this work in one day, in the event the job exceeds one day, additional cost will be incurred. CONSULTANT shall provide a cost estimate for replacing effluent yard piping.

The CITY has recently performed a condition assessment of the 36", 42" and 54" gravity plant influent yard piping to the headworks building. CONSULTANT shall provide a cost estimate for replacing influent yard piping and, as an alternate, lining the influent yard piping.

Deliverables

Two TMs will be developed to summarize the results of the condition assessment including the anticipated remaining useful life as well as recommendations regarding which existing process equipment could continue to be used to meet new nutrient treatment requirements as well as selenium treatment requirements if required by the regulatory agencies.

- Draft (MS Word format) TM No. 4: Condition Assessment and Analysis of Effectiveness, Efficiency and Remaining Useful Life of Existing Secondary Treatment Process Structures, Equipment and Piping
- Draft (MS Word format) TM No. 5: Condition Assessment and Analysis of Remaining Useful Life of Plant Primary Effluent Yard Piping

Assumptions

- No confined space entry for CONSULTANT personnel
- No major pipe anomalies or partial pipeline failures are anticipated that would obstruct either CCTV inspection or hydraulic cleaning; internal cleaning is required to conduct the CCTV inspection work;
- CONSULTANT's field personnel will be coordinating the inspections with WWTP operations staff on a daily basis during active periods of cleaning and inspection.

Task 4 — Determine Future Flow, Loadings and WYPDES Permit Requirements

CONSULTANT will estimate future plant flows and loads, based upon existing growth of Natrona County as well as the Casper and Natrona County Growth Plans. This projection of future plant flows and loads will serve as a basis for determining future secondary treatment process needs. The growth estimates will address population as well as hydraulic, organic, ammonia, nutrient and selenium loads over the next twenty years. The scope of this task also includes CONSULTANT communication with WDEQ and USEPA, Region 8 in order to ascertain future WYPDES permit requirements as well as the anticipated timing of future required nutrient and selenium removal.

Deliverables

Two TMs will be developed to summarize the resulting future plant flows and loads to be utilized for planning purposes as well as the anticipated future permit limits and timing of future regulations.

- Draft (MS Word format) TM No. 6: Anticipated Future Flow and Loading to the Sam H. Hobbs WWTP
- Draft (MS Word format) TM No. 7: Regulatory Analysis

Assumptions

- Flow and loading projections will be forecasted based on current per capita average escalated for future populations. Reduction in flows from conservation trends will be included if data is available. CITY will provide data for any large commercial discharges anticipated. Projection may include range for high and low growth scenarios. CITY will select growth scenario projections to be used for capital planning horizon.
- For budgeting purposes, two meetings with WDEQ and one meeting with USEPA Region 8 are included in this scope of work.

- For budgeting purposes, it is assumed CONSULTANT will support CITY by attending one WDEQ nutrient stakeholder workgroup meeting per quarter OR as often as WYDEQ holds stakeholder meetings. For budgetary purposes, four meetings were assumed.

Task 5 — Identify, Select and Recommend Various Wastewater Treatment Plant Modification Alternatives

CONSULTANT will present practical alternatives and screen the nitrogen and phosphorus removal alternatives for the Sam H. Hobbs WWTP to meet the anticipated discharge permit limits at future flow and loading conditions based upon the results of Task 4. CONSULTANT will analyze whether a diffuser system in the North Platte River will expand the effluent mixing zone of the receiving stream and thereby alleviate additional treatment requirements in the future. CONSULTANT and CITY staff will review and screen potential nitrogen and phosphorus removal alternatives to a select group (maximum of 3) of practical alternatives for the WWTP for further analysis at the Kick-Off Meeting (Workshop No. 1).

CITY staff will verify the goals of this effort and establish a set of weighted evaluation criteria to guide the development and screening of alternatives at Workshop No. 1 (Task 8). The non-monetary criteria may include process staffing requirements, energy consumption, sustainability, land requirements, process/equipment longevity, flexibility, and adaptability. Monetary criteria for development of capital, operation and maintenance (O&M), and life-cycle cost estimates will include planning horizon, and discount, interest, and inflation rates. The non-monetary and monetary criteria will support the comparison of alternatives and selecting the optimum solution for implementation. The initial evaluations will include updating the projected plant loadings and solids production and refining the Pro2D2™ process model. CONSULTANT's Pro2D2™ computer simulator will be used as a tool to assess future capacity requirements and perform comparative analyses of various operational approaches.

Optimal phasing of upgrades is best determined by starting with the "end-goal" required treatment plant and working backward to the current configuration. The end goal for the Sam H. Hobbs WWTP would be to meet the peak-month capacity combined with the most stringent pending discharge requirements. Once the end-goal requirements are established in Pro2D2™ and a preferred alternative is chosen, we will identify the most cost-effective phasing of upgrades for the chosen alternative for less strict nutrient limits that may be imposed and in consideration of anticipated future growth

CONSULTANT will further evaluate the three (3) short-listed practical nutrient and potentially selenium removal alternatives with cost and non-cost criteria chosen by the CITY in Workshop No. 2 (Task 8).

A present worth comparison of the proposed three short-listed nitrogen and phosphorus removal alternatives will be performed and will include initial capital cost outlay, footprint, and future ongoing O&M cost. The non-monetary and monetary criteria selected in Workshop No. 1 will be used to compare and select the preferred alternative. Existing equipment optimization and energy conservation will be a major consideration in the alternative analysis.

With regards to selenium, CONSULTANT will support the CITY in collaborating with other agencies on basin wide control efforts for selenium. Based on the results of the agency collaboration and outreach effort, CONSULTANT will provide recommendations regarding basin-wide selenium control strategies that could be implemented. CONSULTANT will evaluate specific strategies that the CITY could implement, including recommendations for efforts to further characterize the sources of selenium in the WWTP influent as well as additional sampling recommendations to identify selenium concentrations in recycle streams. CONSULTANT will consider and

provide provisions in the various alternatives such that the CITY could provide additional treatment in the future, if required to meet a discharge permit limit.

Deliverables

Two TMs will be developed to summarize the results of the alternatives analysis as well as recommended basin-wide selenium control strategies.

- Draft (MS Word format) TM No. 8: Analysis of Wastewater Treatment Plant Modification Alternatives
- Draft (MS Word format) TM No. 9: North Platte River Recommended Basin-Wide Selenium Control Strategies

Assumptions

- The cost estimates developed for this study correspond to Class 4 cost estimates as identified by the American Association of the Advancement of Cost Engineering International (American Association of Cost Engineers). Class 4 estimates are prepared based on limited information and have an accuracy range of plus 50 percent to minus 30 percent.
- Any cost opinions or Project economic evaluations provided by CONSULTANT will be on a basis of experience and judgment along with current vendor quotes for major equipment. CONSULTANT has no control over market conditions or bidding procedures, and therefore, makes no warranty those bids, ultimate construction cost, or Project economics will not vary from these opinions.
- For the selenium outreach, three regulatory agency meetings are proposed for budgetary purposes.

Task 6 – Provide Conceptual Facilities Modifications Design

CONSULTANT will prepare design criteria (size and capacity of all unit treatment processes and ancillary systems) and conceptual design documents for the recommended facility modifications. The recommended facility modifications will represent the selected alternative from Task 5. This task will include:

- Updated Hydraulic Profile
- Process Flow Diagram
- Preliminary Solids Balance
- Overall Site Plan showing modifications
- Operational description of each major process and overall control philosophy
- Opinion of probable cost

Deliverables

A TM will be developed to summarize the design criteria and conceptual layout including the anticipated remaining useful life as well as recommendations regarding which existing process equipment could continue to be used to meet new nutrient treatment requirements.

- Draft (MS Word format) TM No. 10: Basis of Design for Conceptual Facility Modifications

Assumptions

- Surveying, geotechnical engineering and utility locating services are not included within the scope of work.

Task 7 – Plan Preparation and Presentation

Development of a long-term facilities plan for effective management of wastewater and biosolids requires an

understanding of the regulatory framework and the sustainability issues surrounding proper management of both materials. This assessment will be based on input from the CITY staff, meetings with regulators and other utilities, and regional and national trends that can be documented by our experts.

A “roadmap” for the CITY to implement the preferred liquid treatment and biosolids management alternatives over the 20-year study’s planning horizon will be prepared and documented in the Sam H. Hobbs WWTP Preliminary Facilities Plan. Timing and costs for implementation of various components of the alternatives are key considerations that will be developed. The Preliminary Facilities Plan will also identify workarounds or optional plans that could be utilized by the CITY to deal with financial budget constraints, variation in growth projections, and regulatory or social changes that impact the preferred alternatives.

CONSULTANT will prepare a draft report that combines the information from the TM and includes the following:

1. Description of proposed recommended liquid treatment and solids processing facilities
2. Upgrades/reconfigurations of existing and new nutrient removal facilities or modifications of operations to meet pending nutrient permit limits,
3. Process flow diagrams and conceptual site plans of the proposed preferred liquid treatment and solids processing facilities,
4. Electronic process control and reporting system for the preferred facilities
5. Preliminary opinion of probable capital cost (OPC) and estimated operations and maintenance cost to implement the recommendations based on conceptual design of the proposed facilities.
6. Preliminary milestone short-term and long-term implementation schedule and construction sequencing plan to minimize impact on existing treatment plant operation

The information from the report will be used by the CITY staff to estimate future capital improvement project’s schedule and cost as well as operational and financial impacts on the CITY staff.

Included in the scope of this task, CONSULTANT will prepare a presentation and attend a meeting of the City of Casper Public Utilities Advisory Board, the 201 Management Oversight Committee, and the Casper City Council.

Deliverables

- Six (6) hard-copies and one electronic PDF version of the draft ‘Sam H. Hobbs WWTP Preliminary Facilities Plan’
- Fifteen (15) hard-copies and one electronic PDF version of the final ‘Sam H. Hobbs WWTP Preliminary Facilities Plan’
- One PowerPoint presentation to be used for the City of Casper Public Utilities Advisory Board, the 201 Management Oversight Committee and the Casper City Council

Task 8 – Meetings with City Staff

The CONSULTANT will meet with CITY staff on a monthly basis during the project. It is anticipated that the majority of the monthly coordination meetings will be conducted via conference calls. It is anticipated that workshops identified through the previous tasks will be combined with the coordination meeting for the given month for efficiency.

Workshop No. 1. One half-day meeting will be held as a project kickoff meeting to discuss the following:

- Review project goals and objectives
- Tour liquid treatment facilities
- Confirm study parameters and assumptions
- Confirm influent flow and loads for the future facilities
- Review requested data
- Present nutrient removal alternatives and screen down to three nutrient removal processes for future nutrient removal

The major outcome of the kickoff workshop will be the selection of up to three wastewater treatment process configurations to be sized and evaluated through process modeling. It is anticipated that the CONSULTANT's project manager, senior wastewater consultant, and a project engineer will participate in the kickoff meeting.

Workshop No. 2. A second half-day workshop will be held to review the alternatives, including Pro2D2 modeling results, preliminary capital cost estimate as well as anticipated impacts to operations and maintenance cost. Operations and constructability considerations will be discussed in regard to the timing or combining of the plant improvements. After the meeting, the CONSULTANT will make revisions to the tables and project summaries and provide the revised tables and project summaries to the CITY in electronic form.

The major outcome of Workshop No. 2 will be the scoring of the non-monetary criteria for each alternative and the selection of the recommended facility modifications. It is anticipated that the CONSULTANT's project manager, senior wastewater consultant, and a project engineer will participate in Workshop No. 2.

Deliverables

Deliverables for this task include the items listed below. All deliverables will be provided electronically as Excel or Word files.

- Draft and final meeting minutes for each workshop
- Draft and final meeting minutes for each monthly progress meeting

Assumptions

- Eight (8) one-hour conference calls budgeted for the monthly progress meetings
- Two (2) two-hour meetings budgeted for the monthly progress meetings
- Two (2) four-hour workshops budgeted (for the months these are held, these will be provided in lieu of a monthly progress meeting)

Task 9 – Project Management

CONSULTANT will prepare, implement, monitor, and update the project work plan throughout delivery of the work. The CONSULTANT will manage, administer, coordinate, and integrate engineering services to deliver these services within budget and on schedule. CONSULTANT's Project Manager and Senior Consultants will perform quality control of final project deliverables.

Deliverables

Deliverables for this task include the items listed below.

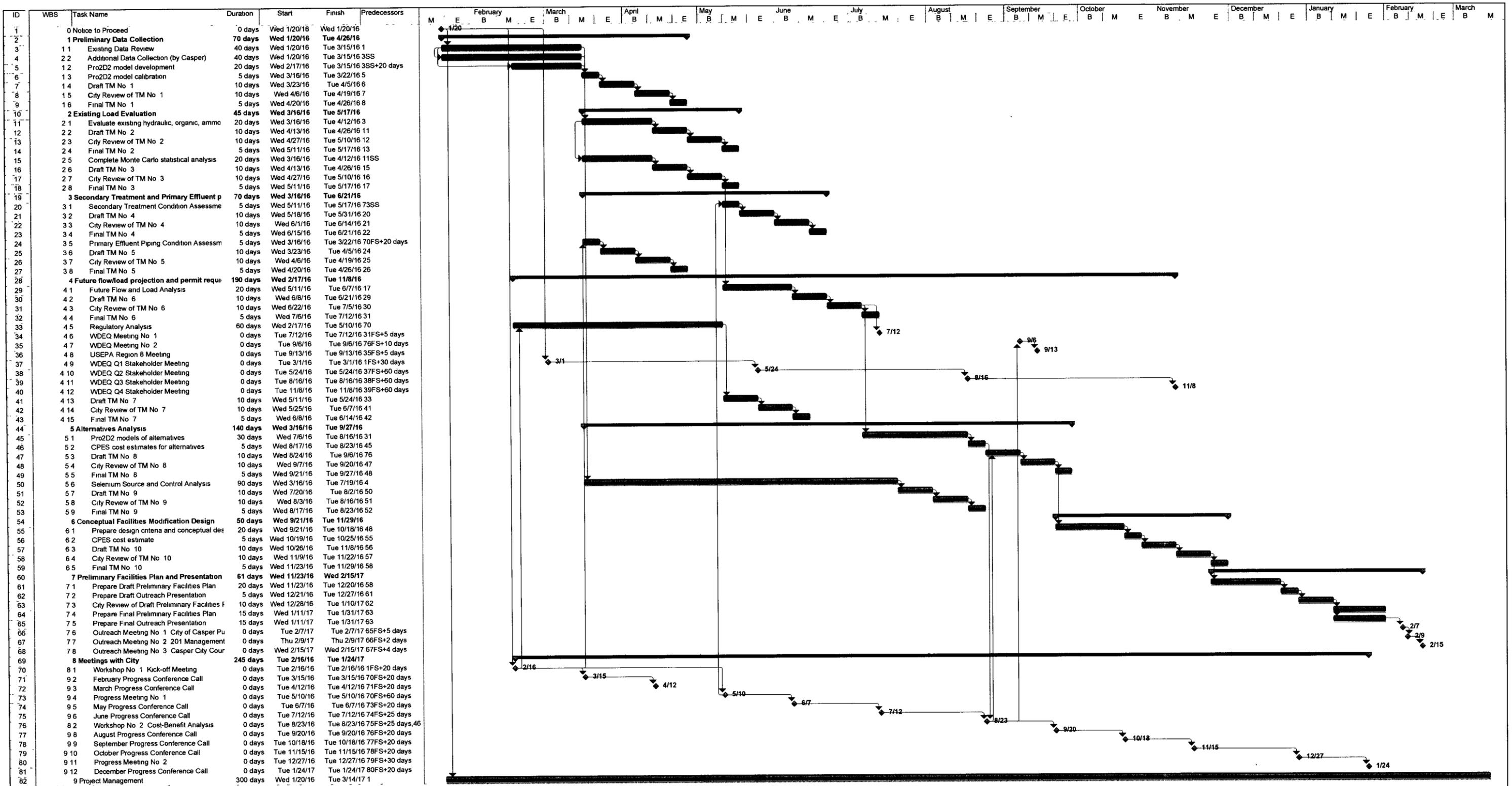
- Project Execution Plan, including Quality Management Plan and Field Safety Instructions
- Monthly invoice and progress report

Schedule

The proposed project schedule is provided as Attachment 1. The schedule assumes a notice to proceed by January 11, 2015.

Compensation

Compensation will be on a time and material basis with current labor rates billed at a standard raw labor multiplier of 3.1 and direct expenses at actual cost which include travel, printing, mailing, copying, supplies, and other similar costs incurred in performance of the work. Invoices from Power Services Company (the anticipated cleaning and CCTV contractor) and CEPI will be marked up at five percent. A summary of the assumed level of effort and budgetary amount for the Consultant's services is presented in Attachment 2. The Consultant will make reasonable efforts to complete the work within this budget and will keep the City informed of progress toward that end so that the budget or work effort can be adjusted if found necessary and agreed to by the City. Consultant will manage the budget based on the total contract limit and will not exceed that budget without written approval from the client. Individual task budgets may be exceeded during delivery of the project, however these changes will be managed and communicated to the client.



POWER SERVICES COMPANY

**P.O. BOX 13
GREELEY, COLORADO 80632
(970) 356-4148 OFFICE
(970) 356-4168 FAX**

Estimate

Date	Estimate #
12/11/2015	12250

Name / Address
CH2M HILL Shared Services Accounts Payable PO Box 241329 Denver, CO 80224

Ship To
Casper WWTP Casper, WY

P.O. No.	Terms	Rep
	Net 45	BBD

Description	Qty	Rate	Total
Power Services Would Like To Thank You For Allowing Us To Bid On Your Project To; Provide Labor & Equipment To Jet & Clean Lines At Casper WWTP			
Ace Guzzler Industrial Vac Unit	12	185.00	2,220.00
Trailer Mounted Hydro Jetter Unit	12	175.00	2,100.00
Service Truck / Crew Utility Unit	12	85.00	1,020.00
Cues Pipeline Inspection Unit	12	150.00	1,800.00
Operator @ \$60.00/hr x (2)	16	60.00	960.00
Operator O.T. Charges @ \$90.00/hr x (2)	8	90.00	720.00
Laborer / Technicians @ \$50.00/hr x (2)	16	50.00	800.00
Laborer O.T. Charges @ \$75.00/hr x (2)	8	75.00	600.00
Fuel Surcharge	2	714.00	1,428.00
Mobilization/Demobilization	2	250.00	500.00
****In The Event The Job Exceeds One Day, Daily Per Diem Rates Will Apply****			
Daily Per Diem Rate @ \$175.00 x (4) = \$700.00			
This is only an estimate. Any additional fees due to unforeseen circumstances must be approved by CH2MHill Management and will be billed in addition to this estimate.			
Requestor: Sarah Foster/Kile Snider			
Thank You For Allowing Us To Bid On Your Projects!		Total	
		\$12,148.00	

RESOLUTION NO. 16-21

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CH2M HILL ENGINEERS, INC. (CH2M) FOR ENGINEERING SERVICES FOR THE SAM H. HOBBS WWTP PRELIMINARY FACILITIES PLAN, PROJECT 15-080.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and construction administration services for the Sam H. Hobbs WWTP Preliminary Facilities Plan, Project 15-080; and,

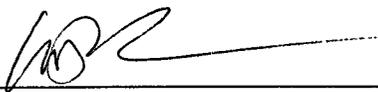
WHEREAS, CH2M is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with CH2M, in the amount of Three Hundred Sixty-Six Thousand Seven Hundred Eighty-One Dollars (\$366,781.00) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the agreement, for a total amount not to exceed Three Hundred Sixty-Six Thousand Seven Hundred Eighty-One Dollars (\$366,781.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracy L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

January 15, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director



SUBJECT: Resolution authorizing the Mayor to sign a letter of support for the proposed Grand Mesa Apartments, to be located at 2941 and 2943 Central Drive, Casper

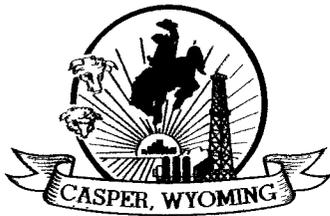
Recommendation:

That Council, by resolution, authorize the Mayor to sign a letter of support for the proposed Grand Mesa Apartments, to be located at 2941 and 2943 Central Drive, Casper.

Summary:

Costello Companies, out of Sioux Falls, South Dakota, is applying for Low Income Housing Tax Credits from the Wyoming Community Development Authority (WCDA) for the potential construction of a 62-unit, multi-family residential development to be known as Grand Mesa Apartments. The site of the proposed Grand Mesa Apartments is located at 2941 and 2943 Central Drive, generally north of the CY Middle School. According to the applicant, the apartments are intended to serve citizens at or below 50%-60% of the area median income. It is customary when applying for tax credits from the WCDA to obtain letters of support from multiple sources in the community, including the City of Casper, in order to bolster their chances of success in the competitive tax credit award process. Whether the City is in a "boom" or a "bust" cycle, there is a constant demonstrated need for quality affordable housing, and the project is supported by several goals and visions of the Casper Area Comprehensive Land Use Plan, such as encouraging infill, providing adequate, safe and well-served housing for all age groups and populations, and encouraging the distribution of affordable housing in order to achieve a diversified economy.

A resolution authorizing the Mayor to sign the letter of support has been prepared for Council's consideration.



OFFICE OF THE MAYOR

CITY OF CASPER

200 NORTH DAVID STREET
CASPER, WYOMING 82601-1815
PHONE (307) 235-8224
FAX: (307) 235-8313
www.cityofcasperwy.com

January 18, 2016

Ms. Bonnie Mogen, Director of Development
Costello Companies
7409 South Bitterroot Place
Sioux Falls, SD 57108

**RE: Grand Mesa Apartments
2941 and 2943 Central Drive, Casper, WY
A Portion of Tract H "Amended" Plat of Mesa Del Sol Addition" to the City of Casper,
Natrona County, Wyoming, as per Plat recorded July 3, 2013, as Instrument No. 54141
To be re-platted as: Lot 1, Mesa Del Sol IV Addition to the City of Casper, WY**

Dear Ms. Mogen:

Please accept this letter as enthusiastic and wholehearted support for the proposed 62-unit, multi-family residential development to be known as Grand Mesa Apartments. It is my understanding that Grand Mesa Limited Partnership will be applying for Low Income Housing Tax Credits from the Wyoming Community Development Authority (WCDA), and if successful, construction of the apartments would begin in the fall of 2016. Quality affordable housing is a perpetual need in the City of Casper, and your proposed project will assist with the alleviation of some of the overwhelming demand by serving citizens at or below 50%-60% of the area median income. Furthermore, the project is supported by several of the goals and visions of the Casper Area Comprehensive Land Use Plan, such as encouraging infill, providing adequate, safe and well-served housing for all age groups and populations in Casper, and encouraging the distribution of affordable housing in order to achieve a diversified community. The project is ideally located in proximity to schools, transit service, and a retail center. Whether Casper's economy is in a "boom" or a "bust" cycle, there will always be a need for quality affordable housing; therefore, I would like to applaud you for providing an indispensable commodity for our community! Please let me know if there is anything the City can do to assist you further.

Sincerely,

Daniel Sandoval
Mayor

RESOLUTION NO. 16-22

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FOR THE PROPOSED GRAND MESA APARTMENTS, TO BE LOCATED AT 2941 AND 2943 CENTRAL DRIVE, CASPER.

WHEREAS, Costello Companies is applying for Low Income Housing Tax Credits from the Wyoming Community Development Authority (WCDA) for the potential construction of a 62-unit, multi-family residential development to be known as Grand Mesa Apartments; and,

WHEREAS, the proposed Grand Mesa Apartments will be located at 2941 and 2943 Central Drive, Casper, generally north of the CY Middle School; and,

WHEREAS, the proposed Grand Mesa Apartments will serve citizens at or below 50%-60% of the area median income; and,

WHEREAS, there is a demonstrated community need for quality affordable housing in Casper; and,

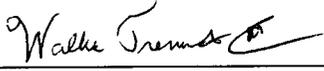
WHEREAS, the project is supported by several goals and visions of the Casper Area Comprehensive Land Use Plan, such as encouraging infill, providing adequate, safe and well-served housing for all age groups and populations, and encouraging the distribution of affordable housing in order to achieve a diversified economy; and,

WHEREAS, the City desires to encourage the Grand Mesa Apartment 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 sign a letter of support for the proposed Grand Mesa Apartments, to be located at 2941 and 2943 Central Drive, Casper, Wyoming.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

January 7, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Tracy Belser, Support Services Director *TB*
Jason C. Shellabarger, Fleet Maintenance Manager *CS*
SUBJECT: Authorize Purchase of one Wide Area Mower

Recommendation:

That Council, by minute action, authorize the purchase of one Toro Groundmaster 5910, from Midland Implement Co., Billings, Montana to be used in the Parks Division of the Public Services Department, in the amount of \$92,484.00 before trade in allowance.

Summary:

Bids were requested, per Wyoming State Statute, for one (1) new sixteen (16) foot Wide Area Mower, from local dealers. On December 21, 2015, one (1) bid was received from Midland Implement. The bid is as follows:

<u>Quoted Item</u>	<u>Vendor</u>	<u>Amount of Quote</u>	<u>Trade-In</u>	<u>Total</u>
(1) New Toro Groundmaster 5910	Midland Implement Co.	\$92,484.00	N/A	\$92,484.00

The Toro Groundmaster 5910 is a new unit that meets all the necessary specifications.

This Parks Department Purchase will be funded through the Parks Department 1% #15 Capital Equipment Replacement fund.