

REGULAR COUNCIL MEETING
Tuesday, March 15, 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>
18
106
46

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE MARCH 1, 2016 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 11, 2016

4. CONSIDERATION OF BILLS AND CLAIMS

5. PUBLIC HEARING

A. Resolution

1. Amendment to the 2015-2016 **CDBG Annual Action Plan** and an Update to the **Citizen Participation Plan**.

2015 Goals		
Downtown	Infrastructure	Recreation
	X	

6. SECOND READING ORDINANCES

A. Consent

1. **Annexation, and Plat** a Portion of the SW1/4SW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County Wyoming, to Create **La Hacienda Addition**, Located at 844 East 1st Street, and **Establish Zoning** as City Zoning Classification C-2 (General Business).
2. **Vacation and Replat** Lots 10,11,12,14,15,16 a Portion of Hope Street Right of Way, and Tract A of Heritage Hills No. 3, to Create **Heritage Hills Addition No. 4**, Generally Located at South Beverly and East 26th Streets.
3. **Annexation and Plat** a Portion of the NE1/4NE1/4, Section 22, and all of the NW1/4NW1/4, Section 23, T33N, R79W, 6th P.M., Natrona County Wyoming, to Create **Heritage Hills Addition No. 5**, Generally Located at South Beverly and East 28th Streets, and **Rezoning** of Same From Natrona County Zoning Classifications UA (Urban Agriculture) and SR-1 (Suburban Residential) to City Zoning Classifications R-2 (One Unit Residential) and R-3 (One to Four Unit Residential).
4. Amending Certain Sections of **Chapter 15.12** of the Casper Municipal Code-**Board of Examiners and Appeals, and Contractor Licensing**.

7. RESOLUTIONS

A. Consent

1. Authorizing a Contract with **North Line GIS, LLC**, in the Amount of \$29,760, to Construct Web Based Tools for the **GeoSMART Online Mapping Application**.
2. Approving a Funding Agreement for **Transit Buses** between the City of Casper and the **Casper Area Transportation Coalition** in an Amount not to Exceed \$749,574.00.
3. Approve a Vacation and Replat of Lots 2A, 2B, and Tract A, Prairie Park Estates No. 3, to Create **Prairie Park Estates No. 5**.
4. Approve the **Renaming of Four (4) Undeveloped Streets**, Located in the **Cottonwood Addition**.
5. Authorizing Transportation Alternatives Program Agreement with **Wyoming Department of Transportation**, in the Amount of \$359,810, for the **Robertson Road Trail Continuation Project**.
6. Authorizing License Agreement with **Midwest Urban Development LLC**, for Installation of **Concrete Retaining Wall** within South Ash Street Right-Of-Way.
7. Authorizing Agreement with **WLC Engineering**, in the Amount of \$37,400, for Design and Construction Administration for the **Washington Park Bleachers Project**.
8. Authorizing Contingency and Development Agreement with **Nalco FabTech LLC, Casper Area Economic Development Alliance, Inc., Economic Development Joint Powers Board**, and the City of Casper for New Sanitary Sewer Main for the **33 Mile Sanitary Sewer Project**.
9. Authorizing Change Order No. 3 to the Agreement with **Haselden Wyoming Constructors LLC**, in the Amount of \$25,109.30, for the **Recreation Center Facility Upgrades Project**.
10. Authorizing Agreement with **WWC Engineering**, in the Amount of \$180,000, for Design Services for the **“K” Street Improvements Project**.

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

2015 Goals		
Downtown	Infrastructure	Recreation

8. MINUTE ACTION

A. Consent

1. Approving a One Year Extension for **Retail Liquor License No. 36**, Urban Market Wines, LLC, d.b.a. **Urban Bottle Wine and Spirits**, Located at 319 West Midwest.

2. Acknowledging the Receipt of the **Financial Interest Disclosures** Completed by City Council and City Staff.

9. COMMUNICATIONS

A. From Persons Present

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

11. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, April 5, 2016 – Council Chambers
 6:00 p.m. Tuesday, April 19, 2016 – Council Chambers

Work sessions

4:30 p.m. Tuesday, March 22, 2016 – Council Meeting Room
 4:30 p.m. Tuesday, April 12, 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
 March 1, 2016

Casper City Council met in regular session at 6:00 p.m., Tuesday, March 1, 2016. Present: Councilmen Cathey, Heili, Hopkins, Johnson, Miller, Pacheco, Powell, Schlager and Mayor Sandoval.

Mayor Sandoval led the audience in the Pledge of Allegiance.

Moved by Councilman Johnson, seconded by Councilman Miller, to, by minute action, approve the minutes of the February 16, 2016, regular Council meeting, as published in the Casper-Star Tribune on February 22, 2016. Motion passed.

Moved by Councilman Johnson, seconded by Councilman Hopkins, to, by minute action, approve payment of the March 1, 2016, bills and claims, as audited by City Manager McDonald. Motion passed.

Bills & Claims
 03/01/16

71Construction	Projects	\$109,418.27
A Lantis	Reimb	\$317.35
AMBI	Services	\$540.33
ArrowheadHeating	Services	\$945.00
AtlanticElectric	Services	\$8,142.50
ATruijillo	Reimb	\$140.00
Balefill	Services	\$56,539.16
BankOfAmerica	Goods	\$172,787.53
Burns&McDonnellEngineering	Services	\$3,306.96
BVandervoort	Refund	\$73.38
CasparBuildSystems	Services	\$197,924.65
CasperPubSafetyComm	Services	\$1,832.05
CATC	Funding	\$133,961.00
CDegraeve	Refund	\$120.00
CDWGvmt	Goods	\$7,318.86
Centurylink	Services	\$1,345.50
CGerhardt	Reimb	\$36.50
Charter	Services	\$450.00
Chromascape	Goods	\$13,407.00
CIGNA	Services	\$25,210.08
CityofCasper	Services	\$13,063.34
ClerkCircuitCourt	Services	\$1,366.23
CmmntyBldrs	Services	\$6,835.43
CommTech	Goods	\$2,699.76
ContAlcoholMont	Supplies	\$285.00
Dell	Goods	\$864.61

DesertMtn	Goods	\$51,899.62
Dhartness	Refund	\$56.57
DRaatz	Reimb	\$100.00
DSteinberg	Reimb	\$160.00
DvdsnFxdMgmt	Services	\$6,386.94
EnvironmentalCivilSolutions	Services	\$6,979.10
EYonker	Reimb	\$475.00
FirstData	Services	\$4,223.14
FirstInterstateBank	Services	\$84.60
FmlyJrnyCtr	Services	\$230.08
GolderAssociates	Services	\$14,831.67
GPCArchctcs	Services	\$63,155.51
GrizzlyExcavating	Projects	\$103,973.91
GrizzlyExcvt	Services	\$5,387.79
GSGArchitecture	Services	\$11,329.37
GWilliamsInvst	Services	\$600.00
GYoneda	Reimb	\$51.41
Hach	Goods	\$870.40
HaseldenWYConst	Services	\$148,150.61
HdqstConst	Services	\$9,346.57
HDR Engineering	Projects	\$1,266.45
HedquistConstruction	Projects	\$84,119.12
HewlettPackard	Goods	\$951.32
Hitek	Services	\$9,214.00
InbergMillerEngineers	Services	\$142.00
Installation&Svc	Projects	\$2,514.82
ITCElec	Services	\$1,145.40
J Shellabarger	Reimb	\$1,136.74
JLMay	Refund	\$52.48
JPulver	Refund	\$42.82
KadrmassLeeJackson	Services	\$4,971.00
KCWY-TV	Services	\$1,505.00
LaborReady	Services	\$974.61
LnclnNtlLife	Services	\$284.86
Manpower	Services	\$426.56
MillsPolice	Services	\$656.25
ModernElectric	Services	\$148.00
Motorola	Goods	\$5,688.62
NationalBenefitServices	Services	\$3,270.75
NatronaCountyCommissioner	Services	\$1,142.17
NC Clerk	Services	\$138.00
NCOff	Funds	\$1,009.33
NCSheriffsOffice	Funding	\$656.25
NevesUniforms	Goods	\$1,335.50
NHesse	Refund	\$186.71
NorthParkTransport	Services	\$85.40

OfficeStateLands	Services	\$140,172.28
OhlsonLavoie	Services	\$1,548.15
OneCallofWy	Services	\$254.50
PBrooker	Services	\$300.00
PoliceDept	Services	\$300.00
PorterMuirhead	Services	\$46,350.00
PostalPros	Services	\$12,198.48
PvrtyRestncFoodPntry	Funding	\$373.97
ResourceStaff	Services	\$1,773.37
RockyMtnPower	Services	\$197,946.64
RotaryClub	Dues	\$219.66
RYoung	Reimb	\$81.13
S Szewczyk	Reimb	\$475.36
SalemMinerals	Supplies	\$651.17
Sandbar	Refund	\$1,500.00
ScienceZne	Funds	\$24,000.00
SCrook	Refund	\$104.91
SeniorPatientAdvocates	Services	\$450.00
Serpentix	Services	\$55,843.85
Smarsh	Services	\$2,554.50
SMBurd	Refund	\$10.59
SourceGas	Services	\$46,744.84
StealthPartnerGroup	Services	\$58,780.40
StellarProgramming	Services	\$1,760.00
SuperiorStructures	Goods	\$731.00
TBarker	Refund	\$45.07
TDach	Reimb	\$69.99
TLewis	Refund	\$51.82
UrgentCare	Services	\$90.00
VelocityConstructors	Services	\$58,124.00
VentureTech/ISC	Services	\$15,952.14
Visits	Services	\$23.00
WasteWaterTreatment	Funding	\$600.00
WERCSCommunications	Services	\$1,015.00
WestPlainsEngineering	Services	\$11,600.00
WLovejoy	Refund	\$54.07
WorthingtonLenhart&Carpenter	Services	\$3,312.38
WstrnDist	Beer	\$300.00
WyAssocH&Redev	Seminar	\$75.00
WyDeptAgriculture	Goods	\$50.00
WYDOT	Services	\$12,161.75
WYFoodforThought	Funding	\$7,934.75
YouthCrisisCenter	Funding	\$5,004.75
ZLowndes	Reimb	\$155.16
ZSzekely	Services	\$1,415.70
		\$2,023,446.32

Moved by Councilman Cathey, seconded by Councilman Johnson, to, by minute action: establish March 15, 2016, as the public hearing date for the consideration of the amendment to the 2015-2016 Community Development Block Grant Annual Action Plan and an update to the Citizen Participation Plan. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the annexation, and plat creating La Hacienda Addition.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to V.H. McDonald, dated February 24, 2016 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated February 16, 2016. City Manager McDonald provided a brief report.

Speaking in support was: Octavio Cuevas, 2223 Omaha Trail.

There being no others to speak for or against the issues involving the La Hacienda Addition, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 2-16
AN ORDINANCE APPROVING THE ANNEXATION,
PLAT AND ZONING CREATING LA HACIENDA
ADDITION TO THE CITY OF CASPER; AND ALSO
APPROVING LA HACIENDA ADDITION
SUBDIVISION AGREEMENT

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

Mayor Sandoval opened the public hearing for the consideration of the vacation and replat creating Heritage Hills Addition No. 4.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to V.H. McDonald, dated February 22, 2016 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated February 16, 2016. City Manager McDonald provided a brief report.

Speaking in support was: Chris Gaddis, Integrity Building Group.

There being no others to speak for or against the issues involving Heritage Hills Addition No. 4, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 3-16
AN ORDINANCE APPROVING A FINAL PLAT AND A
SUBDIVISION AGREEMENT FOR THE
DEVELOPMENT OF THE HERITAGE HILLS
ADDITION NO. 4 SUBDIVISION IN THE CITY OF
CASPER, WYOMING.

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

Mayor Sandoval opened the public hearing for the consideration of the rezoning, vacation and replat creating Heritage Hills Addition No. 5.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to V.H. McDonald, dated February 24, 2016 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated February 16, 2016. City Manager McDonald provided a brief report.

Speaking in support was: Chris Gaddis, Integrity Building Group and Lewis James, JKC Engineering.

There being no others to speak for or against the issues involving Heritage Hills Addition No. 5, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 4-16
AN ORDINANCE APPROVING THE ANNEXATION,
PLAT AND ZONING CREATING HERITAGE HILLS
ADDITION NO. 5 TO THE CITY OF CASPER; AND
ALSO APPROVING THE HERITAGE HILLS
ADDITION NO. 5 SUBDIVISION AGREEMENT.

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

Mayor Sandoval opened the public hearing for the consideration of the fiscal year 2016 budget adjustments.

City Attorney Luben entered two (2) exhibits: Correspondence from Cassia Smith, to V.H. McDonald, dated February 9, 2016 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated February 26, 2016. City Manager McDonald provided a brief report.

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

Following resolution read:

RESOLUTION NO. 16-53
A RESOLUTION AMENDING THE FISCAL YEAR
2016 BUDGET OF THE CITY OF CASPER,
AUTHORIZING THE ADJUSTMENT OF FUNDS
THEREUNDER.

Councilman Powell presented the foregoing resolution for adoption. Seconded by Councilman Johnson. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the sale of the 2006 Ford paratransit bus to the Natrona County Sheriff's Office.

City Attorney Luben entered two (2) exhibits: Correspondence from Liz Becher, to V.H. McDonald, dated February 1, 2016 and an Affidavit of Publication, as published in the Casper-Star Tribune, dated February 29, 2016. City Manager McDonald provided a brief report.

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

Following resolution read:

RESOLUTION NO. 16-54
A RESOLUTION AUTHORIZING THE SALE OF THE
2006 FORD PARATRANSIT BUS (UNIT #230058) TO
THE NATRONA COUNTY SHERIFF'S OFFICE.

Councilman Miller presented the foregoing resolution for adoption. Seconded by Councilman Schlager. Councilman Johnson abstained from voting on the sale of the bus. Motion passed.

Mayor Sandoval opened the public hearing for the consideration of the renewal of Retail Liquor License No. 21, to Modern Electric Co., located at 246 West First Street.

City Attorney Luben entered four (4) exhibits: Correspondence from Tracey L. Belser, to V.H. McDonald, dated February 19, 2016, an Affidavit of Publication, as published in the Casper-Star Tribune, dated February 24, 2016, an Affidavit of Website Publication, as published on the City of Casper Website, dated February 19, 2016, and the Liquor License application filed February 3, 2016. City Manager McDonald provided a brief report.

There being no one to speak for or against the issues involving Retail Liquor License No. 21, the public hearing was closed.

Moved by Councilman Cathey, seconded by Councilman Powell, to, by minute action, authorize the renewal of Retail Liquor License No. 21. Motion passed.

Moved by Councilman Cathey, seconded by Councilman Johnson, to, by minute action cancel the public hearing for the transfer of ownership of Retail Liquor License No. 1. Motion passed.

Following ordinance read:

ORDINANCE NO. 5-16
AN ORDINANCE AMENDING CERTAIN SECTIONS
OF CHAPTER 15.12 OF THE CASPER MUNICIPAL
CODE - BOARD OF EXAMINERS AND APPEALS,
AND CONTRACTOR LICENSING.

Councilman Johnson presented the foregoing ordinance for approval, on first reading. Seconded by Councilman Schlager. City Manager McDonald provided a brief report.

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

Following resolution read:

RESOLUTION NO. 16-55
A RESOLUTION RESCINDING RESOLUTION NO. 14-74, AND ESTABLISHING FEES FOR THE USE OF THE CASPER RECREATION CENTER.

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

Councilmembers made statements on the subject. Carolyn Griffith, Recreation Division Manager addressed Council to further explain the fee changes. Motion passed.

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 16-56
A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH FAMILY JOURNEY CENTER, FOR USE OF OPTIONAL 1%#15 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 16-57
A RESOLUTION AUTHORIZING RELEASE OF LOCAL ASSESSMENT DISTRICT LIENS.

RESOLUTION NO. 16-58
A RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE DEED.

RESOLUTION NO. 16-59
A RESOLUTION AUTHORIZING THE RELEASE OF A MORTGAGE DEED.

RESOLUTION NO.16-60
A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 TO THE AGREEMENT WITH GEM CITY ROOFING, INC., FOR THE LIFESTEPS ROOFING REPLACEMENTS, PROJECT NO. 14-64.

RESOLUTION NO. 16-61
A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH 609 CONSULTING, LLC, FOR PROFESSIONAL SERVICES FOR THE 2016 MISCELLANEOUS WATERLINE REPLACEMENTS.

RESOLUTION NO. 16-62
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH DAVE LODEN CONSTRUCTION, INC., FOR
THE 2016 MISCELLANEOUS ROOF REPLACEMENTS
PROJECT NO. 15-67.

RESOLUTION NO. 16-63
A RESOLUTION AUTHORIZING AN AGREEMENT
WITH GW MECHANICAL, INC., FOR THE CASPER
EVENTS CENTER CHILLER REPLACEMENT
PROJECT.

RESOLUTION NO. 16-64
A RESOLUTION AUTHORIZING RESCISSION OF AN
AGREEMENT WITH ABM SOFTWARE FOR THE
LICENSE OF INFORMATION MANAGEMENT AND
RISK MITIGATION SOFTWARE.

Councilman Heili presented the foregoing nine (9) resolutions for adoption. Seconded by Councilman Johnson. Motion passed.

Moved by Councilman Cathey, seconded by Councilman Miller, to, by consent minute action authorize the appointment of Beth Nelson to the Leisure Services Advisory Board to a three-year term expiring December 31, 2018; and issue a taxicab company license to Adesta Spier, d.b.a. Turbo Taxi, located at 3524 Gila Bend Road. Motion passed.

Dennis Steensland, 533 S. Washington, addressed the Council regarding the Rec Center fees and Retail Liquor License No. 21.

Mayor Sandoval noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, March 8, 2016, in the Council's meeting room; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 15, 2016, in the Council Chambers.

At 7:37 p.m., it was moved Councilman Johnson, seconded by Councilman Cathey, to adjourn into executive session to discuss litigation. Motion passed.

At 8:30 p.m., it was moved by Councilman Cathey, seconded by Councilman Johnson, to adjourn the executive session and regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

71 CONSTRUCTION, INC.

78032C COLD MIX	\$247.80	
78010C COLD MIX	\$385.00	
77989C COLD MIX	\$798.00	
	\$1,430.80	Subtotal for Dept. Streets
	\$1,430.80	Subtotal for Vendor

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

16-02-926 POSTAGE	\$6.52	
	\$6.52	Subtotal for Dept. City Manager
16-02-931 POSTAGE	\$2.32	
	\$2.32	Subtotal for Dept. Council
16-02-930 POSTAGE	\$62.96	
	\$62.96	Subtotal for Dept. Metro Animal
	\$71.80	Subtotal for Vendor

ACCENT ENVIROBALE, INC.

9534859 ENVIROBALE PARTS	\$246.26	
9607732 ENVIROBALE BAGS	\$77,112.00	
	\$77,358.26	Subtotal for Dept. Balefill
	\$77,358.26	Subtotal for Vendor

AMERI-TECH EQUIPMENT CO.

15449 PARTS FOR ROLL OFFS	\$3,549.76	
15444 LIGHT EQUIPMENT	\$3,549.76	
CM15444 LIGHT EQUIPMENT	(\$3,549.76)	
	\$3,549.76	Subtotal for Dept. Refuse Collection
	\$3,549.76	Subtotal for Vendor

ANDREW NELSON

RIN0026394 ROTARY DUES	\$350.00	
	\$350.00	Subtotal for Dept. Planning
	\$350.00	Subtotal for Vendor

ARENA PRODUCTS & SERVICES, LLC

1498 ICE SHUTDOWN	\$1,132.41	
	\$1,132.41	Subtotal for Dept. Casper Events Center
	\$1,132.41	Subtotal for Vendor

ATLANTIC ELECTRIC, INC.

RIN0026396 LUMINAIRES PROJECT	\$3,967.50	
	\$3,967.50	Subtotal for Dept. Traffic
	\$3,967.50	Subtotal for Vendor

BAR-D SIGNS, INC.

29882 VINYL LETTERING	\$1,475.71	
	\$1,475.71	Subtotal for Dept. Metro Animal
29811 DECALS FOR RECYCLE BINS	\$395.19	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

BAR-D SIGNS, INC.

\$395.19 Subtotal for Dept. Refuse Collection
\$1,870.90 Subtotal for Vendor

BRADLEY, BRETT

0026059174 UTILITY REFUND

\$22.86
\$22.86 Subtotal for Dept. Water
\$22.86 Subtotal for Vendor

BREIT, NATHAN

0026059170 UTILITY REFUND

\$9.42
\$9.42 Subtotal for Dept. Water
\$9.42 Subtotal for Vendor

BRUCE MARTIN

RIN0026401 TRAVEL REIMBURSEMENT

\$151.00
\$151.00 Subtotal for Dept. Waste Water
\$151.00 Subtotal for Vendor

CASELLE, INC.

71073 MAINTENANCE CONTRACT

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

CASPAR BUILDING SYSTEMS, INC.

RIN0026411 MIKE SEDAR POOL RECONSTRUCTION

\$490,158.00
\$490,158.00 Subtotal for Dept. Aquatics
\$490,158.00 Subtotal for Vendor

CASPER DOWNTOWN DEVELOPMENT AUTHORITY

RIN0026416 DRAW 2

\$39,423.20
\$39,423.20 Subtotal for Dept. City Manager
\$39,423.20 Subtotal for Vendor

CASPER HOUSING AUTHORITY

92 EMERGENCY BOILER REPAIRS

\$600.00
\$600.00 Subtotal for Dept. CDBG

88 COMMUNITY PROMOTIONS

\$16,660.95
\$16,660.95 Subtotal for Dept. One Cent #15
\$17,260.95 Subtotal for Vendor

CASPER NATRONA COUNTY HEALTH DEPARTMENT

22541 COMMUNITY PROMOTIONS

\$22,557.50
\$22,557.50 Subtotal for Dept. One Cent #15
\$22,557.50 Subtotal for Vendor

CENTRAL WY. REGIONAL WATER

137551 WHOLESALE WATER

\$237,404.19

137617 SYSTEM INVESTMENT FEES

\$6,798.00

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

CENTRAL WY. REGIONAL WATER

\$244,202.19 Subtotal for Dept. Water

\$244,202.19 Subtotal for Vendor

CENTURYLINK

RIN0026388	PHONE USE	\$37.54	
		\$37.54	Subtotal for Dept. Balefill
RIN0026392	PHONE USE	\$37.78	
RIN0026392	PHONE USE	\$340.02	
RIN0026392	PHONE USE	\$126.74	
		\$504.54	Subtotal for Dept. Casper Events Center
RIN0026392	PHONE USE	\$33.82	
		\$33.82	Subtotal for Dept. City Hall
RIN0026412	PHONE USE	\$65.42	
		\$65.42	Subtotal for Dept. Code Enforcement
RIN0026392	PHONE USE	\$68.32	
RIN0026392	PHONE USE	\$83.82	
RIN0026392	PHONE USE	\$326.77	
RIN0026392	PHONE USE	\$165.15	
RIN0026392	PHONE USE	\$23.35	
RIN0026392	PHONE USE	\$65.42	
RIN0026392	PHONE USE	\$61.32	
RIN0026392	PHONE USE	\$314.49	
RIN0026392	PHONE USE	\$65.10	
RIN0026382	PHONE USE	\$29.70	
RIN0026392	PHONE USE	\$202.93	
RIN0026392	PHONE USE	\$83.82	
RIN0026392	PHONE USE	\$61.32	
RIN0026382	PHONE USE	\$552.53	
RIN0026392	PHONE USE	\$37.78	
RIN0026392	PHONE USE	\$61.32	
RIN0026382	PHONE USE	\$11,429.71	
		\$13,632.85	Subtotal for Dept. Communications Center
AP00005703041615	PHONE USE	\$2,190.93	
AP00014303041615	PHONE USE	\$767.49	
		\$2,958.42	Subtotal for Dept. Finance
RIN0026392	PHONE USE	\$74.62	
RIN0026392	PHONE USE	\$37.78	
RIN0026392	PHONE USE	\$65.42	
RIN0026392	PHONE USE	\$37.78	
RIN0026392	PHONE USE	\$37.78	
RIN0026382	PHONE USE	\$155.53	
RIN0026392	PHONE USE	\$65.42	
RIN0026392	PHONE USE	\$75.56	
RIN0026382	PHONE USE	\$211.16	
RIN0026392	PHONE USE	\$37.78	
		\$798.83	Subtotal for Dept. Fire
RIN0026392	PHONE USE	\$63.38	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

CENTURYLINK

RIN0026392 PHONE USE	\$37.78		
	\$101.16	Subtotal for Dept.	Fleet Maintenance
RIN0026412 PHONE USE	\$43.61		
	\$43.61	Subtotal for Dept.	Golf Course
RIN0026392 PHONE USE	\$65.42		
	\$65.42	Subtotal for Dept.	Parking
RIN0026392 PHONE USE	\$122.66		
RIN0026412 PHONE USE	\$43.61		
	\$166.27	Subtotal for Dept.	Parks
RIN0026392 PHONE USE	\$63.38		
RIN0026392 PHONE USE	\$37.78		
RIN0026382 PHONE USE	\$35.61		
RIN0026392 PHONE USE	\$38.53		
RIN0026392 PHONE USE	\$65.42		
RIN0026392 PHONE USE	\$22.57		
	\$263.29	Subtotal for Dept.	Police
RIN0026392 PHONE USE	\$37.78		
	\$37.78	Subtotal for Dept.	Recreation
RIN0026392 PHONE USE	\$44.66		
RIN0026392 PHONE USE	\$44.66		
RIN0026392 PHONE USE	\$65.42		
	\$154.74	Subtotal for Dept.	Streets
RIN0026392 PHONE USE	\$1,644.96		
RIN0026392 PHONE USE	\$37.54		
	\$1,682.50	Subtotal for Dept.	Waste Water
RIN0026392 PHONE USE	\$91.53		
RIN0026392 PHONE USE	\$37.78		
	\$129.31	Subtotal for Dept.	Water
RIN0026390 PHONE USE	\$42.60		
	\$42.60	Subtotal for Dept.	Water Treatment Plant
	\$20,718.10	Subtotal for Vendor	

CH DIAGNOSTIC & CONSULTING SVC., INC.

20160084 LAB TESTING	\$430.00		
	\$430.00	Subtotal for Dept.	Water Treatment Plant
	\$430.00	Subtotal for Vendor	

CHRIS FUNCH

RIN0026398 CNIC REPLACEMENT CHECK	\$184.00		
	\$184.00	Subtotal for Dept.	General Fund
	\$184.00	Subtotal for Vendor	

CITY OF CASPER - BALEFILL

1339/137306 SANITATION	\$281.35		
1339/137275 SANITATION	\$353.18		
1339/137556 SANITATION	\$427.95		

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

CITY OF CASPER - BALEFILL

	\$1,062.48	Subtotal for Dept.	Casper Events Center
525/137601 SANITATION	\$15.00		
525/137311 SANITATION	\$19.74		
	\$34.74	Subtotal for Dept.	Hogadon
247/137269 SANITATION	\$30.00		
	\$30.00	Subtotal for Dept.	Parks
2772/137314 SANITATION	\$5,939.39		
2772/137604 SANITATION	\$5,166.24		
2772/137645 SANITATION	\$34,170.00		
2772/137641 SANITATION	\$4,752.17		
2772/137339 SANITATION	\$5,287.93		
2772/137565 SANITATION	\$5,649.87		
2772/137286 SANITATION	\$5,837.40		
2772/137499 SANITATION	\$5,557.75		
2772/137420 SANITATION	\$5,610.82		
2772/137363 SANITATION	\$5,312.41		
	\$83,283.98	Subtotal for Dept.	Refuse Collection
1276/137566 SANITATION	\$103.87		
1276/137315 SANITATION	\$23.97		
1276/137421 SANITATION	\$98.70		
	\$226.54	Subtotal for Dept.	Waste Water
3164/137349 SANITATION	\$337.46		
	\$337.46	Subtotal for Dept.	Water
	\$84,975.20	Subtotal for Vendor	

CIVIL ENGINEERING PROFESSIONALS, INC.

15-035-03 METRO LANDSCAPING	\$780.00		
	\$780.00	Subtotal for Dept.	Metro Animal
14-066-12 EAST CASPER ZONE III	\$17,320.60		
14-066-12 EAST CASPER ZONE III	\$8,531.04		
	\$25,851.64	Subtotal for Dept.	Water
	\$26,631.64	Subtotal for Vendor	

CMI TECO, INC.

00000134 REPAIRS	\$874.00		
	\$874.00	Subtotal for Dept.	Refuse Collection
	\$874.00	Subtotal for Vendor	

COBAN TECH. INC.

11615 REPAIRS	\$135.00		
10895 REPAIRS	\$1,200.27		
11614 REPAIRS	\$213.00		
11616 REPAIRS	\$760.00		
11617 REPAIRS	\$115.00		
11610 REPAIRS	\$115.00		
	\$2,538.27	Subtotal for Dept.	Police
	\$2,538.27	Subtotal for Vendor	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

COMMUNICATION TECHNOLOGIES, INC.

77145 REPAIRS	\$207.91	
77166 REPAIRS	\$51.50	
77163 REPAIRS	\$103.00	
	\$362.41	Subtotal for Dept. Police
	\$362.41	Subtotal for Vendor

COMMUNITY BUILDERS, INC.

2016-523 BOOMER STUDY	\$5,508.00	
	\$5,508.00	Subtotal for Dept. Council
	\$5,508.00	Subtotal for Vendor

COMTRONIX, INC.

20049055 ALARM MONITORING	\$732.00	
	\$732.00	Subtotal for Dept. Balefill
20049058 ALARM MONITORING	\$78.00	
	\$78.00	Subtotal for Dept. City Hall
20049058 ALARM MONITORING	\$156.00	
	\$156.00	Subtotal for Dept. Fire
20049062 ALARM MONITORING	\$119.85	
	\$119.85	Subtotal for Dept. Police
	\$1,085.85	Subtotal for Vendor

CRIME SCENE INFORMATION

157-12-048 CRIME STOPPERS LINE	\$86.25	
	\$86.25	Subtotal for Dept. Police
	\$86.25	Subtotal for Vendor

DEBRA WILLIAMS

RIN0026402 TRAVEL REIMBURSEMENT	\$211.78	
	\$211.78	Subtotal for Dept. Water Treatment Plant
	\$211.78	Subtotal for Vendor

DELL MARKETING LP

XJWVK41X6 SOFTWARE	\$338.35	
	\$338.35	Subtotal for Dept. Council
	\$338.35	Subtotal for Vendor

DELTA DENTAL PLAN OF WY.

RIN0026379 DENTAL INSURANCE	\$36,973.05	
RIN0026408 DENTAL INSURANCE	\$1,597.95	
RIN0026380 DENTAL INSURANCE	\$29,575.54	
RIN0026407 DENTAL INSURANCE	\$1,597.95	
	\$69,744.49	Subtotal for Dept. Health Insurance
	\$69,744.49	Subtotal for Vendor

DEWALD MASONRY

RIN0026409 BUILDING REPAIRS	\$3,275.00	
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Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

DEWALD MASONRY

\$3,275.00 Subtotal for Dept. Property & Liability Insurance
\$3,275.00 Subtotal for Vendor

DOUBLE D WELDING & FABRICATION INC.

3651 REPAIR CRACK IN FUEL TANK \$185.00
3657 REPAIR CRACKED BUCKET \$410.00
3652 REPAIR STORAGE BOX \$280.00

\$875.00 Subtotal for Dept. Fleet Maintenance
\$875.00 Subtotal for Vendor

ECOLAB PEST ELIMINATION DIV., INC.

7219882 PEST CONTROL \$211.45
7219881 PEST CONTROL \$78.66

\$290.11 Subtotal for Dept. Casper Events Center
\$290.11 Subtotal for Vendor

ELDRIDGE, SHY

0026059167 UTILITY REFUND \$33.99

\$33.99 Subtotal for Dept. Water
\$33.99 Subtotal for Vendor

ENGINEERING DESIGN ASSOCIATES

09272 CEC EXTERIOR LIGHTING \$198.00
09272 CEC EXTERIOR LIGHTING \$792.00
09273 CEC EMERGENCY GENERATOR \$4,785.00

\$5,775.00 Subtotal for Dept. Casper Events Center

09271 LIFESTEPS HEATING DESIGN \$4,335.00

\$4,335.00 Subtotal for Dept. CDBG
\$10,110.00 Subtotal for Vendor

FAMILY JOURNEY CENTER

111 COMMUNITY PROMOTIONS \$1,351.96

\$1,351.96 Subtotal for Dept. One Cent #15
\$1,351.96 Subtotal for Vendor

FIRST DATA MERCHANT SVCS CORP.

REMI1130325 MERCHANT FEES \$1,834.94

\$1,834.94 Subtotal for Dept. Finance

REMI1130327 MERCHANT FEES \$15.64

\$15.64 Subtotal for Dept. Fort Caspar

REML1130329 MERCHANT FEES \$39.83

\$39.83 Subtotal for Dept. Metro Animal

\$1,890.41 Subtotal for Vendor

FIRST INTERSTATE BANK

RIN0026415 LOAN SERVICE FEE \$10.00

\$10.00 Subtotal for Dept. CDBG

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

FIRST INTERSTATE BANK

RIN0026389 LOCKBOX

\$2,202.53

\$2,202.53 Subtotal for Dept. Finance

RIN0026406 SERVICE AWARD GIFT CARDS

\$260.00

\$260.00 Subtotal for Dept. Human Resources

\$2,472.53 Subtotal for Vendor

FIRST INTERSTATE BANK - PETTY CASH

RIN0026374 PETTY CASH

\$16.87

\$16.87 Subtotal for Dept. Recreation

RIN0026381 PETTY CASH

\$143.10

\$143.10 Subtotal for Dept. Metro Animal

RIN0026417 PETTY CASH

\$5.02

RIN0026418 PETTY CASH - MC

\$255.00

\$260.02 Subtotal for Dept. Municipal Court

\$419.99 Subtotal for Vendor

FIVE TRAILS ROTARY CLUB

103358 DUES

\$350.00

\$350.00 Subtotal for Dept. City Manager

\$350.00 Subtotal for Vendor

FOOD SVCS OF AMERICA

5054927 PRODUCT

\$995.60

\$995.60 Subtotal for Dept. Casper Events Center

\$995.60 Subtotal for Vendor

GUDAHL WILLIAMS INVESTIGATIVE SECURITY INC.

37 PRE EMPLOY POLYGRAPHS

\$400.00

\$400.00 Subtotal for Dept. Communications Center

37 PRE EMPLOY POLYGRAPHS

\$1,000.00

\$1,000.00 Subtotal for Dept. Police

\$1,400.00 Subtotal for Vendor

HEWLETT PACKARD CO.

56879916 DOCKING ADAPTER

\$62.41

\$62.41 Subtotal for Dept. Balefill

56851042 OUTLET

\$92.00

\$92.00 Subtotal for Dept. Fire

56897209 MONITOR

\$177.21

\$177.21 Subtotal for Dept. Information Services

\$331.62 Subtotal for Vendor

HITEK COMMUNICATIONS

1344 TROUBLESHOOT PROBLEM

\$267.00

\$267.00 Subtotal for Dept. Police

\$267.00 Subtotal for Vendor

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

HOMAX OIL SALES, INC.

0321257-IN FUEL	(\$0.01)	
0321258-in FUEL	\$439.45	
0321257-IN FUEL	\$0.02	
0321257-IN FUEL	\$15,942.62	
0321258-in FUEL	\$241.45	
0321258-in FUEL	\$14,577.56	
	\$31,201.09	Subtotal for Dept. Fleet Maintenance Inventory
0320607-IN FUEL	\$798.40	
	\$798.40	Subtotal for Dept. Refuse Collection
CL70569 FUEL	\$3,635.07	
	\$3,635.07	Subtotal for Dept. Water
	\$35,634.56	Subtotal for Vendor

HOOD'S EQUIPMENT & SPRINKLER, LLC.

17215 2 - TORO 52" ZERO TURN MOWERS	\$14,157.90	
17216 2 - TORO 52" ZERO TURN MOWERS	\$15,757.90	
17215 2 - TORO 52" ZERO TURN MOWERS	\$1,600.00	
17631 2 - TORO 52" ZERO TURN MOWERS	(\$1,600.00)	
	\$29,915.80	Subtotal for Dept. Parks
	\$29,915.80	Subtotal for Vendor

ITC ELECTRICAL TECHNOLOGIES

RIN0026383 WWTP FACILITY UPGRADES	\$232,581.18	
RIN0026384 RETAINAGE	\$23,258.12	
RIN0026383 RETAINAGE	(\$23,258.12)	
	\$232,581.18	Subtotal for Dept. Waste Water
	\$232,581.18	Subtotal for Vendor

JAMES YURKIEWICZ

RIN0026399 CNIC REPLACEMENT CHECK	\$43.00	
	\$43.00	Subtotal for Dept. General Fund
	\$43.00	Subtotal for Vendor

JOHN GALL

JGALL1 TOOL REIMBURSEMENT	\$423.94	
	\$423.94	Subtotal for Dept. Fleet Maintenance
	\$423.94	Subtotal for Vendor

KCWY-TV

270533-1 MEDIA AIR TIME	\$87.50	
	\$87.50	Subtotal for Dept. Aquatics
	\$87.50	Subtotal for Vendor

KEEP AMERICA BEAUTIFUL, INC.

NSF16-0259-IN1 MEMBERSHIP	\$200.00	
	\$200.00	Subtotal for Dept. Parks
	\$200.00	Subtotal for Vendor

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

KNIFE RIVER/JTL

RIN0026395 RETAINAGE	(\$162.00)	
RIN0026395 COMPOST YARD ADDITION	\$1,620.00	
	\$1,458.00	Subtotal for Dept. Balefill
14-18-3 RETAINAGE	(\$5,276.50)	
	(\$5,276.50)	Subtotal for Dept. Capital Projects
14-18-3 W YELLOWSTONE & WALNUT ST	\$29,548.41	
14-18-3 W YELLOWSTONE & WALNUT ST	\$23,216.60	
128616 WASHED ROCK	\$101.25	
	\$52,866.26	Subtotal for Dept. Streets
	\$49,047.76	Subtotal for Vendor

KUBWATER RESOURCES, INC

05493 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.

20657924 TEMPORARY SERVICES	\$5,001.57	
20680210 TEMPORARY SERVICES	\$439.11	
	\$5,440.68	Subtotal for Dept. Casper Events Center
	\$5,440.68	Subtotal for Vendor

LAURA WELLS

RIN0026400 TRAVEL REIMBURSEMENT	\$393.05	
	\$393.05	Subtotal for Dept. Police
	\$393.05	Subtotal for Vendor

LEONARD B. MEDOFF, PH.D

RIN0026339 EVALUATIONS	\$500.00	
	\$500.00	Subtotal for Dept. Fire
	\$500.00	Subtotal for Vendor

MADDUX, JERRY

0026059169 UTILITY REFUND	\$20.71	
	\$20.71	Subtotal for Dept. Water
	\$20.71	Subtotal for Vendor

MANPOWER, INC.

29761756 TEMPORARY SERVICES	\$92.88	
	\$92.88	Subtotal for Dept. Casper Events Center
	\$92.88	Subtotal for Vendor

MARK SANCHEZ

RIN0026369 CLOTHING ALLOWANCE	\$100.00	
	\$100.00	Subtotal for Dept. Balefill
	\$100.00	Subtotal for Vendor

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

MARTINSEN, SETH

0026059173 UTILITY REFUND

\$18.88

\$18.88 Subtotal for Dept. Water

\$18.88 Subtotal for Vendor

MARY HAMPTON

RIN0026373 PASS REFUND

\$220.00

\$220.00 Subtotal for Dept. Aquatics

\$220.00 Subtotal for Vendor

MCMURRY READY MIX CO.

222497 ULTRA FIBER

\$249.00

222498 ULTRA FIBER

\$273.00

\$522.00 Subtotal for Dept. Streets

\$522.00 Subtotal for Vendor

MOUNTAIN WEST TELEPHONE/ WERCS COMMUNICATIONS

20255 SECURITY IMPROVEMENTS

\$6,250.00

\$6,250.00 Subtotal for Dept. Balefill

19595 ETHERNET SERVICE

\$512.50

\$512.50 Subtotal for Dept. Communications Center

\$6,762.50 Subtotal for Vendor

NATRONA COUNTY - HALL OF JUSTICE EXPENSES

RIN0026397 FIRE ALARM REPAIRS

\$15,070.88

\$15,070.88 Subtotal for Dept. City Manager

\$15,070.88 Subtotal for Vendor

NATRONA COUNTY - SHERIFFS' OFFICE

1838 JUVENILE PRISONER CARE

\$7,500.00

1845 ADULT PRISONER CARE

\$103,288.00

1846 ADULT PRISONER CARE

\$87,957.00

\$198,745.00 Subtotal for Dept. Police

\$198,745.00 Subtotal for Vendor

NELSON ENGINEERING

42761 PATHWAY IMPROVEMENTS

\$1,828.50

\$1,828.50 Subtotal for Dept. Parks

\$1,828.50 Subtotal for Vendor

NEVE'S UNIFORMS, INC.

NE43252 UNIFORMS

\$9.95

\$9.95 Subtotal for Dept. Communications Center

NE43255 UNIFORMS

\$229.95

NE43370 UNIFORMS

\$61.95

NE43384 UNIFORMS

\$61.95

LN-329816 UNIFORMS

\$284.95

NE43246 UNIFORMS

\$64.95

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

NEVE'S UNIFORMS, INC.

\$703.75 Subtotal for Dept. Police

\$713.70 Subtotal for Vendor

NORTHWEST COMMUNITY ACTION PROGRAMS OF WY INC

ER-021016-120 E-WASTE PROCESSING

\$3,685.60

ER-022416-819 E WASTE PROCESSING

\$1,440.75

\$5,126.35 Subtotal for Dept. Balefill

\$5,126.35 Subtotal for Vendor

OHLSON LAVOIE CORPORATION

111885 MIKE SEDAR POOL RECONSTRUCTION

\$5,999.00

\$5,999.00 Subtotal for Dept. Aquatics

\$5,999.00 Subtotal for Vendor

P-CARD VENDORS

00041098 ATLAS OFFICE PRODUCTS

\$89.88

00041124 PARTY AMERICA CASPER #

\$10.23

00040717 SUSTAINABLESUPPLY.COM

\$128.90

00041313 COMTRONIX

\$165.00

\$394.01 Subtotal for Dept. Aquatics

00040751 SAMSCLUB #6425

\$15.24

00041206 WYOMING MACHINERY CO

\$1,071.18

00041060 WYOMING MACHINERY CO

\$37.72

00041196 WYOMING MACHINERY CO

\$1,597.75

00040986 PAYPAL BBRUBBERSTA

\$68.04

00041197 WYOMING MACHINERY CO

\$943.12

00040997 WW GRAINGER

\$173.65

00040756 COMPRESSION LEASING SV

\$1,509.47

00040783 DAVIDSON MECHANICAL, I

\$2,517.50

00041302 B & B RUBBER STAMP SHO - Credi

(\$68.04)

00040911 LONG BLDG. TECHNOLOGIE

\$2,587.00

00040895 IN GREAT PLAINS CLEAN

\$349.16

00040847 IN RANGE SOLAR & WIND

\$680.00

00041221 SAMSCLUB #6425

\$148.18

00041222 FEDEX 19769983

\$43.16

00041243 WYOMING MACHINERY CO

\$435.59

00040894 NORCO INC

\$780.00

00041265 B & B RUBBER STAMP SHO

\$64.80

00041295 HOODS EQUIPMENT & SPRI

\$1,082.75

00040839 BAILEYS ACE HARDWARE

\$8.99

00040984 WYOMING MACHINERY CO

\$21.06

00041115 AGP PROPANE SERVICES

\$219.22

00041116 BEARING BELTCHAIN00244

\$49.17

00040990 QUALITY OFFICE SOLUTIO

\$4.69

00041042 CASPER CONTRACTORS SUP

\$944.00

00040916 SAMS CLUB #6425

\$7.04

00041082 AGP PROPANE SERVICES

\$114.17

00041017 IN GREAT PLAINS CLEAN

\$1,597.15

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00041128	IN GREAT PLAINS CLEAN	\$324.78	
00041046	QUALITY OFFICE SOLUTIO	\$3.39	
00041061	BAILEYS ACE HARDWARE	\$15.76	
		\$17,345.69	Subtotal for Dept. Balefill
00041478	BAILEYS ACE HARDWARE	\$5.29	
00041281	BLOEDORN LUMBER CASPER	\$10.79	
00041137	SHEET METAL SPECIALTIE	\$48.57	
00041108	BAILEYS ACE HARDWARE	\$6.49	
00041290	SUTHERLANDS 2219	\$14.25	
00041113	DENNIS SUPPLY COMPANY	\$68.02	
00041459	DENNIS SUPPLY COMPANY	\$14.03	
00040897	BAILEYS ACE HARDWARE	\$15.98	
00041446	TRACTOR SUPPLY CO #199	\$57.25	
00040893	CASPER WINNELSON CO	\$17.08	
00040786	DENNIS SUPPLY COMPANY	\$19.21	
00041048	NORCO INC	\$48.20	
00041153	BLOEDORN LUMBER CASPER	\$31.60	
00040860	0970 CED	\$150.00	
00041419	BAILEYS ACE HARDWARE	\$22.99	
00040856	BLOEDORN LUMBER CASPER	\$6.29	
00041258	BLOEDORN LUMBER CASPER	\$19.97	
00040964	BLOEDORN LUMBER CASPER	\$32.40	
00040901	BLOEDORN LUMBER CASPER	\$9.92	
00041207	NORCO INC	\$20.94	
00040905	BAILEYS ACE HARDWARE	\$3.00	
00041119	NORCO INC	\$569.41	
00041319	PRAIRIE PELLA WYOMING	\$53.29	
00041318	THE HOME DEPOT 6001	\$129.00	
00040976	0970 CED	\$15.64	
00040262	ROCKYMOUNTAINFIRESYSIN	\$189.80	
00041094	BAILEYS ACE HARDWARE	\$0.50	
00040965	BLOEDORN LUMBER CASPER	\$4.49	
00041291	BLOEDORN LUMBER CASPER	\$26.99	
00041040	BLOEDORN LUMBER CASPER	\$3.14	
00041303	COMTRONIX	\$56.49	
00041297	BLOEDORN LUMBER CASPER - Credi	(\$26.99)	
00040963	SHERWIN WILLIAMS #8960	\$75.50	
00041057	HOSE & RUBBER SUPPLY	\$7.34	
00041068	BLOEDORN LUMBER CASPER	\$10.38	
00041072	MENARDS CASPER WY	\$191.00	
00041076	COMMERCIAL REFRIGERATI	\$222.89	
00041083	IN ARCHITECTURAL DOOR	\$94.64	
00040972	BLOEDORN LUMBER CASPER	\$15.29	
00041385	CRESCENT ELECTRIC 103	\$10.01	
00041396	BLOEDORN LUMBER CASPER	\$4.69	
00041251	BLOEDORN LUMBER CASPER	\$10.79	
00041253	BLOEDORN LUMBER CASPER - Credi	(\$229.50)	
00040998	LONG BLDG. TECHNOLOGIE	\$1,604.25	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00040779	WOODWORKERS SUPPLY, IN	\$24.09		
00041245	BLOEDORN LUMBER CASPER	\$229.50		
00041496	CASPER WINNELSON CO	\$12.80		
00041205	BLOEDORN LUMBER CASPER	\$26.99		
00041305	WW GRAINGER	\$36.14		
00040889	CASPER WINNELSON CO	\$136.26		
00041244	BLOEDORN LUMBER CASPER	\$32.40		
00041250	WW GRAINGER	\$25.42		
00040890	BLOEDORN LUMBER CASPER	\$28.40		
00041393	BAILEYS ACE HARDWARE	\$13.99		
00041029	LONG BLDG. TECHNOLOGIE	\$1,334.38		
00041375	GEORGE T SANDERS 20	\$68.70		
00041326	BLOEDORN LUMBER CASPER	\$11.19		
		\$5,641.57	Subtotal for Dept.	Buildings And Grounds
00041370	CASPER STAR TRIBUNE	\$48.53		
00041350	CASPER STAR TRIBUNE	\$80.30		
00041350	CASPER STAR TRIBUNE	\$80.30		
00041370	CASPER STAR TRIBUNE	\$48.52		
		\$257.65	Subtotal for Dept.	C.A.T.C.
00040672	BAILEYS ACE HARDWARE	\$51.98		
		\$51.98	Subtotal for Dept.	Capital Projects
00040832	WW GRAINGER	\$192.19		
00041200	ALL OUT FIRE EXTINGUIS	\$150.00		
00040791	NORCO INC	\$100.40		
00041211	ALL OUT FIRE EXTINGUIS	\$885.00		
00040790	SAMSLUB #6425	\$214.96		
00041168	WW GRAINGER	\$191.04		
00040762	NORCO INC	\$121.17		
00041143	WW GRAINGER	\$291.70		
00041223	LONG BLDG. TECHNOLOGIE	\$4,246.00		
00041225	LEGEND COMMUNICATIONS	\$990.60		
00041139	THE HOME DEPOT 6001	\$105.14		
00041081	PROCORP IMAGES, INC.	\$971.00		
00041109	BRECK MEDIA GROUP WY	\$1,785.00		
00041167	FACEBK UNY2A9JWR2	\$200.00		
00041043	MARRIOTT NEWPORT BEACH	\$628.20		
00040826	UNITED 01626019873122	\$25.00		
00040825	SQ OC PM TRANSPORT	\$19.55		
00040913	SAN SHI GO NEWPORT BEA	\$77.72		
00041047	CNCIA PARKING	\$25.00		
00040952	PROCORP IMAGES, INC.	\$1,239.00		
00040950	ATLAS OFFICE PRODUCTS	\$39.42		
00040810	GREAT MAPLE NEWPOR	\$25.50		
00040848	SQ OC PM TRANSPORT	\$15.00		
00040886	MENARDS CASPER WY	\$11.99		
00041044	RUBY S DINER S30112452	\$58.86		
00040874	HEARTLAND PAPER COMPAN	\$146.30		
00040921	HEARTLAND PAPER COMPAN	\$123.90		

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00041035 MARRIOTT 33711 NEWPORT	\$50.00	
00040787 GREAT MAPLE NEWPOR	\$21.30	
00041028 UNITED 01626021407710	\$50.00	
00040939 SQ SEYED KAYVAN T GHA	\$25.32	
00040748 FIREROCK STEAKHOUSE	\$12.95	
00041274 ALSCO SLCAS	\$413.90	
	\$13,453.11	Subtotal for Dept. Casper Events Center
00040459 BARGREEN WYOMING 25	\$5,162.00	
	\$5,162.00	Subtotal for Dept. Casper Ice Arena
00040750 ZUNESIS INC	\$12,642.73	
00041174 SQ ATLANTIC ELECTRIC,	\$162.32	
	\$12,805.05	Subtotal for Dept. Casper Recreation Center
00041133 WATERWORKS INDUSTRIES	\$147.12	
00041144 CPS DISTRIBUTORS INC C	\$34.65	
00040917 NAPA	\$2,598.09	
00040593 NOR NORTHERN TOOL	\$566.09	
	\$3,345.95	Subtotal for Dept. Cemetery
00040925 IN POWDER RIVER SHRED	\$70.00	
00041279 BIZVISION ONLINE EDUCA	\$170.00	
00041378 TOP OFFICE PRODUCTS IN	\$84.39	
	\$324.39	Subtotal for Dept. City Attorney
00041286 COMTRONIX	\$78.00	
00041020 IN AUDIE JEANS PHOTOG	\$127.50	
00040780 HAMPTON INN	\$198.00	
	\$403.50	Subtotal for Dept. City Manager
00041314 RICOH USA, INC	\$178.32	
00040985 ATLAS OFFICE PRODUCTS	\$11.76	
	\$190.08	Subtotal for Dept. Code Enforcement
00040978 SAMS CLUB #6425	\$71.27	
00040887 IN JERRY POST, PSY.D.	\$900.00	
00040875 WARDROBE CLEANERS	\$42.75	
00041367 ATLAS OFFICE PRODUCTS	\$330.54	
00041071 GUS GLOBALSTAR USA	\$114.54	
	\$1,459.10	Subtotal for Dept. Communications Center
00041037 III BOTTICELLI RISTORA	\$37.85	
00040782 HAMPTON INN	\$198.00	
00041020 IN AUDIE JEANS PHOTOG	\$382.50	
00040788 HAMPTON INN	\$198.00	
00041066 CASPER STAR TRIBUNE	\$848.00	
	\$1,664.35	Subtotal for Dept. Council
00040961 ALBERTSONS	\$62.90	
00040455 CHEYENNE AREA CONVENTI	\$295.00	
00041092 INST OF TRANSP ENG	\$38.25	
00040499 CHEYENNE AREA CONVENTI	\$295.00	
00040508 CHEYENNE AREA CONVENTI	\$295.00	
	\$986.15	Subtotal for Dept. Engineering
00041264 MENARDS CASPER WY	\$7.37	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00041369	APPLIED IND TECH 2733	\$28.69	
00040927	SUTHERLANDS 2219	\$24.17	
00040121	AMAZON MKTPLACE PMTS	\$51.99	
00040696	AMAZON MKTPLACE PMTS	\$49.99	
00041183	ATLAS OFFICE PRODUCTS	\$73.58	
00041186	MUNICIPAL CODE CORPORA	\$196.17	
00041158	CASPER STAR TRIBUNE	\$63.30	
00040842	BEST BUY 00015271	\$49.99	
00040099	AMAZON MKTPLACE PMTS	\$51.99	
00040100	AMAZON MKTPLACE PMTS	\$51.99	
00040110	AMAZON MKTPLACE PMTS	\$51.99	
00040115	AMAZON MKTPLACE PMTS	\$51.99	
00040120	AMAZON MKTPLACE PMTS	\$51.99	
00041170	CASPER STAR TRIBUNE	\$396.56	
		\$1,201.76	Subtotal for Dept. Finance
00041340	WM SUPERCENTER #3778	\$21.91	
00040727	INT'L CODE COUNCIL INC	\$90.00	
00040746	IN FIRED UP RESCUE LL	\$500.00	
00040771	EXXONMOBIL 47626544	\$23.33	
00040642	THE HOME DEPOT 6001	\$35.76	
00041025	MERBACK AWARDS COMPANY	\$83.20	
00040293	ATLAS OFFICE PRODUCTS	\$179.82	
00040234	EXXONMOBIL 47626544	\$21.47	
00040361	ATLAS OFFICE PRODUCTS	\$62.89	
00040394	ENERGY LABORATORIES	\$200.00	
00040409	WM SUPERCENTER #1617	\$21.37	
00040412	ATLAS OFFICE PRODUCTS	\$273.34	
00040414	SAMSCLUB #6425	\$1,034.85	
00040421	BARGREEN WYOMING 25	\$746.62	
00040451	NORCO INC	\$615.07	
00040454	PAYPAL NVIAAI	\$175.00	
00040225	EXXONMOBIL 47626544	\$31.96	
00040806	THE HOME DEPOT 6001	\$47.12	
00040487	NORCO INC	\$781.30	
00041360	DEPARTMENT OF FIRE PRE	\$460.30	
00040504	ALLEGNT TRAVEL	\$530.45	
00040535	BARGREEN WYOMING 25 - Credit	(\$600.00)	
00040873	EXXONMOBIL 47626544	\$16.57	
00040555	EXXONMOBIL 47626544	\$20.09	
00040582	DTV DIRECTV SERVICE	\$156.37	
00040586	AUTOZONE #1293	\$6.60	
00041051	ARCAS TECHNOLOGY INC	\$127.00	
00041246	EXXONMOBIL 47626544	\$6.46	
00041063	MY EDUCATIONAL RESOURC	\$200.00	
00041101	VZWRLLS IVR VB	\$1,668.58	
00041126	CHANNING BETE CO AHA	\$597.10	
00040476	EXXONMOBIL 47626544	\$31.20	
00041099	THE HOME DEPOT 6001	\$165.21	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00040753	AMERICAN SAFETY ASSOCIATION	\$656.00	
00040851	IN C & C SUPPLY DBA N	\$1,063.33	
00040879	ADVANCE AUTO PARTS #74	\$51.98	
00041000	BEST BUY 00015271	\$9.99	
00041003	MENARDS CASPER WY	\$30.98	
00041006	EXXONMOBIL 47626544	\$17.50	
00041027	BEST BUY 00015271	\$179.97	
00041055	THE HOME DEPOT 6001	\$40.80	
00040217	MURDOCH'S RANCH & HOME	\$96.56	
00041079	BEST BUY 00015271	\$85.96	
00041091	IN F.D. SIGNWORKS, LL	\$150.18	
00040640	LAWENFORCEMENTLEARNING	\$399.00	
00041160	EXXONMOBIL 47626544	\$41.30	
00041164	BARGREEN WYOMING 25	\$159.35	
00040493	NFPA NATL FIRE PROTECT	\$530.95	
00040395	NFPA NATL FIRE PROTECT - Credi	(\$429.67)	
00041242	ATLAS OFFICE PRODUCTS	\$61.34	
00041011	WITMER PUBLIC SAFETY G	\$983.83	
00041280	GUS GLOBALSTAR USA	\$580.62	
00040620	PAYPAL VISION 2020	\$150.00	
00041229	GEAR UP AND GET OUT TH	\$149.90	
00040049	ACT The Art of Fireman	\$375.00	
		\$13,715.81	Subtotal for Dept. Fire
00040241	L N CURTIS & SONS	\$7,440.00	
		\$7,440.00	Subtotal for Dept. Fire Equipment
00041203	ATLAS OFFICE PRODUCTS	\$14.96	
00041213	PRECISION KNIFE & TOOL	\$550.80	
00040375	STASTAPLES 00114181	\$6.00	
00041184	GREINER MOTOR COMPANY	\$60.39	
00041187	HOSE & RUBBER SUPPLY	\$102.29	
00041199	CENTRAL TRUCK AND DIES	\$67.01	
00041151	HOSE & RUBBER SUPPLY	\$118.42	
00041150	INLAND TRUCK PARTS #	\$465.62	
00041147	HOSE & RUBBER SUPPLY	\$97.42	
00041241	EQUIPMENT COMPANY	\$3,207.04	
00041156	HOSE & RUBBER SUPPLY	\$53.14	
00040904	SQ ATLANTIC ELECTRIC,	\$355.54	
00041125	CAPITAL BUSINESS SYSTE	\$26.00	
00041276	AMERI-TECH EQUIPMENT C	\$1,414.35	
00041238	AMERI-TECH EQUIPMENT C	\$81.75	
00041215	AMERI-TECH EQUIPMENT C	\$311.03	
00040926	YAMAHA SPORTS PLAZA	\$290.20	
00041252	WW GRAINGER	\$26.50	
00041249	LARIAT INTERNATIONAL T	\$179.02	
00041226	WW GRAINGER	\$66.20	
00041230	AUDIES SMALL ENGINE	\$22.95	
00041103	EXPRESS EMPLOYMENT PRO	\$1,446.80	
00041084	EXPRESS EMPLOYMENT PRO	\$1,446.80	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00041234	GREINER MOTOR COMPANY	\$190.72
00041053	IN VEHICLE LIGHTING S	\$129.61
00041257	ALSCO SLCAS	\$818.12
00040871	HOSE & RUBBER SUPPLY	\$20.15
00040419	EXPRESS EMPLOYMENT PRO	\$1,446.80
00040773	WW GRAINGER	\$16.72
00040759	GOODYEAR COMMERCIAL TI	\$825.84
00040956	GREINER MOTOR COMPANY	\$201.95
00040758	POWER EQUIPMENT CO CAS	\$92.70
00040962	POWER EQUIPMENT CO CAS	\$1,437.57
00040801	JACKS TRUCK AND EQUIPMT	\$220.65
00040742	IN GREAT PLAINS CLEAN	\$191.36
00040802	HOSE & RUBBER SUPPLY	\$150.69
00040722	GREINER MOTOR COMPANY - Credit	(\$24.69)
00040917	NAPA	\$106.51
00040710	GREINER MOTOR COMPANY	\$437.76
00040433	USPS 57155804730311021	\$3.45
00040917	NAPA	\$93.41
00040399	EXPRESS EMPLOYMENT PRO	\$1,446.80
00040699	JACKS TRUCK AND EQUIPMT	\$65.11
00040968	BAILEYS ACE HARDWARE	\$15.96
00040903	INLAND TRUCK PARTS #	\$1,011.66
00040891	CASPER TIRE 0000705	\$570.00
00040902	WYO MACH	\$112.19
00040902	WYO MACH	(\$100.97)
00040878	INLAND TRUCK PARTS #	\$32.04
00040877	MCCOY SALES CORPORATIO	\$148.01
00040403	EXPRESS EMPLOYMENT PRO	\$1,446.80
00040792	GREINER MOTOR COMPANY	\$20.40
00040902	WYO MACH	(\$218.73)
00040917	NAPA	\$42.90
00040865	DRIVE TRAIN CASPER	\$24.38
00040909	WW GRAINGER	\$170.01
00040840	AIRGAS CENTRAL	\$135.64
00040386	GOVTTELLERNATRONAWYFEE	\$1.50
00040936	GREINER MOTOR COMPANY	\$135.67
00040407	EXPRESS EMPLOYMENT PRO	\$1,446.80
00040823	SIX ROBBLEES NO 19	\$9.56
00040902	WYO MACH	\$35.35
00040772	IN NUTECH SPECIALTIES	\$25.00
00040993	GOODYEAR COMMERCIAL TI	\$790.26
00040428	NATRONA CNTY CLERK TAX	\$15.00
00041001	GREINER MOTOR COMPANY	\$61.48
00040917	NAPA	\$485.07
00041007	STOTZ EQUIPMENT	\$54.19
00041012	SAFETY KLEEN SYSTEMS B	\$1,012.30
00041013	TITAN MACHINERY - GILL	\$212.27
00040981	AIRGAS CENTRAL	\$76.96

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00041045 INLAND TRUCK PARTS #	\$15.61	
00040995 STOTZ EQUIPMENT - Credit	(\$54.19)	
00041054 GREINER MOTOR COMPANY	\$247.76	
00041070 GREINER MOTOR COMPANY	\$41.12	
00041080 GREINER MOTOR COMPANY	\$32.68	
00041093 MIDLAND IMPLEMENT CO	\$68.37	
00040795 IN NUTECH SPECIALTIES	\$91.60	
00040838 GREINER MOTOR COMPANY	\$223.08	
00041142 FRANK J. ZAMBONI & CO.	\$594.16	
00041023 AUDIES SMALL ENGINE	\$199.55	
00040443 NATRONA CNTY CLERK TAX	\$15.00	
00040917 NAPA	\$4.74	
00040917 NAPA	\$16.56	
00040431 GOVTELLERNATRONAWYFEE	\$1.50	
00040917 NAPA	\$3.00	
00041004 STOTZ EQUIPMENT	\$54.19	
00039815 SECOND WIND PERFORMAN	\$309.75	
00040975 JACKS TRUCK AND EQUIPMT	\$371.15	
00040933 CASPER TIRE 0000705	\$150.00	
00040973 CMI-TECO	\$105.56	
00040449 GOVTELLERNATRONAWYFEE	\$1.50	
00040443 NATRONA CNTY CLERK TAX	\$15.00	
00040943 GOODYEAR COMMERCIAL TI	\$343.15	
00040446 NATRONA CNTY CLERK TAX	\$15.00	
	\$28,919.00	Subtotal for Dept. Fleet Maintenance
00041204 CMI-TECO	\$67.84	
00040902 WYOMING MACHINERY CO	\$12,564.42	
00041136 LARIAT INTERNATIONAL T	\$16.20	
00040917 BEARING BELTCHAIN00244	\$1,114.05	
00040907 DRIVE TRAIN CASPER	\$7.56	
00041114 JACKS TRUCK AND EQUIPMT	\$84.54	
00040917 NAPA	\$30.76	
00040853 GREINER MOTOR COMPANY	\$93.56	
00041241 EQUIPMENT COMPANY OF T	\$103.39	
00041241 EQUIPMENT COMPANY	\$298.36	
00041122 HONNEN EQUIPMENT 04	\$309.92	
00040772 IN NUTECH SPECIALTIES	\$245.30	
00040702 JACKS TRUCK AND EQUIPMT	\$459.26	
00040709 GOODYEAR COMMERCIAL TI	\$1,266.36	
00040718 ADVANCED HYDRAULIC AND	\$11.20	
00040729 AMERI-TECH EQUIPMENT C	\$791.14	
00040736 HONNEN EQUIPMENT 04	\$311.59	
00040738 DRIVE TRAIN CASPER	\$33.60	
00040741 AMERI-TECH EQUIPMENT C	\$75.05	
00041202 JACKS TRUCK AND EQUIPMT	\$44.28	
00040757 MG OIL COMPANY GILLET	\$544.95	
00040830 BRAKE SUPPLY COMPANY I	\$352.67	
00040867 DRIVE TRAIN CASPER	\$123.50	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00040884 AMERI-TECH EQUIPMENT C	\$88.26	
00041195 GOODYEAR COMMERCIAL TI	\$2,508.80	
00040745 JACKS TRUCK AND EQUIPMT	\$110.32	
00040868 DRIVE TRAIN CASPER	\$7.92	
00040831 JACKS TRUCK AND EQUIPMT	\$10.41	
00041162 EQUIPMENT COMPANY OF T	\$5,721.08	
00040857 IN VEHICLE LIGHTING S	\$145.79	
00040854 DRIVE TRAIN CASPER	\$46.38	
00041191 GREINER MOTOR COMPANY	\$14.21	
	\$27,602.67	Subtotal for Dept. Fleet Maintenance Inventory
00041289 COMTRONIX	\$275.85	
	\$275.85	Subtotal for Dept. Fort Caspar
00040767 AMERICANA SOUVENIERS A	\$412.27	
	\$412.27	Subtotal for Dept. Ft. Casper Inventory
00040600 CHARTER COMM	\$134.96	
	\$134.96	Subtotal for Dept. Golf Course
00040648 DICK'S SPORTING GOODS	\$50.00	
	\$50.00	Subtotal for Dept. Health Insurance
00040970 CASTLEBROOK WELDING &	\$160.00	
00041175 MCCOY SALES CORPORATIO	\$48.24	
00041064 HOSE & RUBBER SUPPLY	\$81.57	
00041159 HOSE & RUBBER SUPPLY	\$103.36	
	\$393.17	Subtotal for Dept. Hogadon
00041201 MOUNTAIN STATES LITHOG	\$62.70	
00040768 STAPLES 00114181	\$41.37	
00041130 ADOBE	\$104.97	
00040774 ABSO	\$904.76	
00040785 USPS 57155809430310940	\$6.74	
00041283 USPS 57155804730311021	\$6.74	
00040946 STAPLES 00114181	(\$6.75)	
00040429 ATLAS OFFICE PRODUCTS	\$7.14	
00041261 IN PEDENS INC.	\$30.00	
00041123 BULLWHIP SAUSAGE INC	\$2,863.50	
00041010 PARTY AMERICA CASPER # - Credi	(\$83.31)	
00040935 WAL-MART #1617	\$920.97	
00041073 WAL-MART #1617 - Credit	(\$967.02)	
00041033 SOCIETY FOR HUMAN RESO	\$190.00	
00041049 PARTY AMERICA CASPER #	\$79.34	
00040631 ACT City of Casper	\$402.00	
	\$4,563.15	Subtotal for Dept. Human Resources
00040592 PFG VISTAR DE	\$541.26	
00041364 DOLRTREE 3288 00032888	\$22.05	
00040460 FRANK J. ZAMBONI & CO.	\$57.94	
00040661 SERVING THE AMERICAN R	\$225.00	
00040480 ROTO ROOTER	\$82.00	
00040552 FARMER BROS CO	\$226.11	
00040543 FRANK J. ZAMBONI & CO. - Credi	(\$57.94)	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00041098	ATLAS OFFICE PRODUCTS	\$7.66	
00041374	SQ PAPA JOHNS	\$321.61	
00041036	PILOT 00007591	\$20.05	
00040303	STAPLES 00114181	\$39.90	
00041313	COMTRONIX	\$108.00	
00041227	FARMER BROS CO	\$140.53	
00041269	A&A GLOBAL INDUSTRIES	\$141.31	
00041278	SAMSCLUB #6425	\$9.60	
00041293	PFG VISTAR DE	\$333.53	
00041161	AGP PROPANE SERVICES	\$63.13	
00041155	BARGREEN WYOMING 25	\$38.95	
00041135	COMFORT SUITES DTC	\$113.74	
00041056	BEARING BELTCHAIN00244	\$27.96	
00041349	SAMS INTERNET	\$41.94	
00041024	AGP PROPANE SERVICES	\$20.48	
00041018	BAILEYS ACE HARDWARE	\$6.98	
00041016	PILOT 00007591	\$15.55	
00040999	SAMS INTERNET	\$427.38	
00040989	BONOS PIT BARBQ	\$10.66	
00040988	PILOT 00007583	\$25.90	
00041349	SAMS INTERNET	\$117.91	
00040967	SAMS CLUB #6425	\$8.68	
00040959	WAL-MART #1617	\$18.90	
00041140	AVALANCHE GRILL	\$9.12	
		\$3,165.89	Subtotal for Dept. Ice Arena
00041254	PUBLIC TECHNOLOGY INST	\$395.00	
00039586	ATLAS OFFICE PRODUCTS	\$30.31	
		\$425.31	Subtotal for Dept. Information Services
00041192	DECKER AUTO GLASS	\$231.10	
00041152	SQ ATLANTIC ELECTRIC,	\$1,169.89	
00041096	RESPOND FIRST AID OF W	\$90.99	
		\$1,491.98	Subtotal for Dept. Metro Animal
00040958	APA Membership Local Match	\$28.43	
00040958	APA-MEMBERSHIP ONLINE - Federa	\$270.57	
00041315	SQ WYOPASS	\$51.58	
00041315	WYOPASS	\$5.42	
		\$356.00	Subtotal for Dept. Metropolitan Planning
00041182	BAILEYS ACE HARDWARE	\$37.27	
00040749	CRESCENT ELECTRIC 103	\$2.61	
00040714	BLOEDORN LUMBER CASPER	\$4.02	
00040616	WYOMING GROUNDS KEEPER	\$950.00	
00041237	BLOEDORN LUMBER CASPER	\$43.26	
00041039	BRIDGER STEEL CASPER	\$1,000.00	
00041075	MENARDS CASPER WY	\$42.04	
00041065	NORCO INC	\$15.34	
00040960	CPS DISTRIBUTORS INC C	\$33.07	
00040957	WYOMING GROUNDS KEEPER	\$50.00	
00040872	0970 CED	\$429.34	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00041239	THE HOME DEPOT 6001	(\$11.10)	
00040862	CPS DISTRIBUTORS INC C	\$51.75	
00041493	BRIDGER STEEL CASPER	\$157.90	
00041462	BLOEDORN LUMBER CASPER	\$15.75	
00040971	HARBOR FREIGHT TOOLS 3	\$43.73	
00040966	STAPLES	\$38.96	
00040949	NORCO INC	\$66.80	
00040922	CPS DISTRIBUTORS INC C	\$238.69	
00040683	THE HOME DEPOT 6001	\$358.00	
00040869	DANA KEPNER CO.	\$475.34	
00040775	THE HOME DEPOT 6001	\$233.01	
00040829	TRACTOR SUPPLY CO #199	\$7.69	
00040818	CPS DISTRIBUTORS INC C	\$23.33	
00040769	CHARLIE T S PIZZERIA	\$71.26	
00041185	BRIDGER STEEL CASPER	\$558.90	
00041172	BRIDGER STEEL CASPER	\$1,137.30	
00040682	CPS DISTRIBUTORS INC C	\$10.67	
00040694	SQ WYATT ELECTRIC INC	\$5,959.58	
00040881	CASPER CONTRACTORS SUP	\$20.30	
00040375	STAPLES 00114181	\$24.00	
00040375	STAPLES 00114181	\$33.17	
	\$12,121.98	Subtotal for Dept.	Parks
00041181	FACEBK EPBSL9NJH2	\$168.94	
	\$168.94	Subtotal for Dept.	Perpetual Care
00040568	AMBI MAIL AND MARKETIN	\$13.86	
00041106	ATLAS REPRODUCTION	\$27.00	
00041285	AMBI MAIL AND MARKETIN	\$100.54	
00041328	CASPER STAR TRIBUNE	\$67.00	
00040521	AMBI MAIL AND MARKETIN	\$8.98	
00040591	CORNER STORE 4090	\$12.41	
00040579	WHEATLAND TRAVEL CEN	\$20.66	
00040561	TREMONT GARAGE	\$6.00	
00041312	SQ WYOPASS	\$552.00	
	\$808.45	Subtotal for Dept.	Planning
00040501	TARGET 00001644	\$399.98	
00040670	HENSLEY BATTERY&ELECTR	\$202.22	
00040306	MOUNTAIN STATES LITHOG	\$156.65	
00041263	MOUNTAIN STATES LITHOG	\$145.00	
00040654	IN POWDER RIVER SHRED	\$70.00	
00040731	B & B RUBBER STAMP SHO	\$42.90	
00040866	UNITED 01624819755285	\$1,107.70	
00040928	UNITED 01626020713483	\$25.00	
00041346	EXPEDIA 1126405392988 - Credit	(\$54.04)	
00040947	STARUBUCKS B L32131583	\$5.83	
00041026	THE COVE	\$21.58	
00039641	TARGET.COM	\$486.98	
00040863	BUDGET.COM PREPAY RESE	\$361.71	
00040882	CSI FORENSIC SUPPLY	\$276.82	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00040977	SANFORDS GRUB & PUB 27	\$44.95		
00040969	THE HOME DEPOT 6001	\$55.88		
00040951	B & B RUBBER STAMP SHO	\$56.00		
00041371	COCA COLA BOTTLING CO	\$58.80		
00040942	EXXONMOBIL 47737010	\$19.52		
00040931	SIRCHIE FINGER PRINT L	\$629.35		
00041367	ATLAS OFFICE PRODUCTS	\$1,085.27		
00040796	QUALITY OFFICE Solutio	\$269.89		
00040899	AMAZON MKTPLACE PMTS	\$203.73		
00040760	QUALITY OFFICE Solutio	\$58.47		
00040858	RESPOND FIRST AID OF W	\$188.44		
00040845	AMAZON MKTPLACE PMTS	\$16.17		
00040844	TARGET 00001644 - Credi	(\$399.98)		
00040835	AMAZON MKTPLACE PMTS	\$27.50		
00040752	QUALITY OFFICE Solutio	\$179.88		
00040821	LYNDA.COM, INC.	\$250.00		
00039834	EXPEDIA 1126405392988	\$54.00		
00040686	RIMAGE	\$438.45		
00040918	MENARDS CASPER WY	\$46.97		
00041074	DENVER AIRPORT	\$13.15		
00041198	COLORADO ASSOCIATION O	\$402.70		
00041120	SIRCHIE FINGER PRINT L	\$438.75		
00041117	NMI NATIONWIDE/ALLIED	\$50.00		
00041110	TACO BELL#26830	\$4.76		
00041176	1024PRODUCTSCOM	\$73.45		
00041095	NAT ASSOC OF FIRE INVE	\$65.00		
00041235	PAYPAL IAPE	\$50.00		
00040766	ATLAS OFFICE PRODUCTS	\$122.41		
00041062	UNITED 01626022424574	\$25.00		
00041218	CHIEF SUPPLY	\$381.03		
00041050	BEARING BELTCHAIN00244	\$29.88		
00041086	JAMBA JUICE	\$6.29		
00039941	TARGET 00001644 - Credi	(\$486.98)		
		\$7,707.06	Subtotal for Dept.	Police
00041355	LASER TECHNOLOGY INC	\$3,415.00		
00040645	VZWLSS IVR VB	\$10,922.09		
00041232	DECKER AUTO GLASS	\$296.12		
		\$14,633.21	Subtotal for Dept.	Police Equipment
00040937	COTTAGE CAFE & CATERIN	\$191.75		
00040841	STAPLES 00114181	\$39.03		
00041131	SUBWAY 03116324	\$34.00		
00041090	SAMSLUB #6425	\$41.12		
00041078	WAL-MART #1617	\$9.64		
		\$315.54	Subtotal for Dept.	Police Grants
00041171	CASPER MONUMENT CO	\$3,000.00		
00039875	HILTON HOTELS CHICAGO	\$220.00		
00039876	HILTON HOTELS CHICAGO	\$220.00		
		\$3,440.00	Subtotal for Dept.	Property & Liability Insurance

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00041098	ATLAS OFFICE PRODUCTS	\$7.66	
00041313	COMTRONIX	\$108.00	
00040920	WM SUPERCENTER #1617	\$24.94	
00041167	FACEBOOK	\$468.71	
00040506	SAMS CLUB #6425	\$17.30	
00040948	WM SUPERCENTER #3778	\$17.94	
00040813	SQ CORNER UPHOLSTERY	\$75.00	
00041031	THE HOME DEPOT 6001	\$19.80	
00041100	DOMINO'S 6042	\$35.95	
00040809	NORCO INC	\$6,194.12	
00040807	CHEAPESTEEES.COM	\$421.85	
00040807	CHEAPESTEEES.COM	\$270.93	
00041041	MENARDS CASPER WY	\$13.05	
00041088	MARTIN-RAY LAUNDRY SYS	\$16,646.60	
00040934	NORCO INC	\$6.33	
00040693	TARGET 00001644	\$20.92	
00040983	NORCO INC	\$212.37	
00041127	ROCKY MOUNTAIN DISCOUN	\$11.28	
	\$24,572.75		Subtotal for Dept. Recreation
00041221	SAMSClub #6425	\$221.26	
00040924	SAMSClub #6425	\$38.70	
00041247	NORCO INC	\$382.08	
00041316	COMMUNICATION TECHNOLO	\$595.00	
00041220	CPS DISTRIBUTORS INC C	\$9.09	
00040706	USPS 57155809430310940	\$1.20	
00040763	QUALITY OFFICE SOLUTIO	\$137.98	
00040849	SIX ROBBLEES NO 19	\$178.96	
00041178	ROUTESMART	\$2,177.23	
	\$3,741.50		Subtotal for Dept. Refuse Collection
00041030	HOSE & RUBBER SUPPLY	\$17.20	
00040919	71 CONSTRUCTION INC #1	\$600.60	
00040739	BEARING BELTCHAIN00244	\$2.07	
00040735	DOMINO'S 6042	\$61.96	
00040721	WATERWORKS INDUSTRIES	\$425.30	
00040601	MONTPELIER BROADCASTIN	\$820.00	
00040624	MONTPELIER BROADCASTIN - Credi	(\$820.00)	
00040880	WYOMING STEEL AND RECY	\$110.21	
	\$1,217.34		Subtotal for Dept. Sewer
00040603	QTS RESTAURANT RIVERTO	\$53.06	
00040673	PERRETT'S	\$53.55	
00040800	QTS RESTAURANT RIVERTO	\$36.60	
00040681	QTS RESTAURANT RIVERTO	\$52.01	
00040805	EXXONMOBIL 47651294	\$42.76	
00040703	THE DEPOT - RIVERTON	\$53.51	
00040656	MCDONALD'S F35345	\$6.91	
00040659	QTS RESTAURANT RIVERTO	\$53.48	
00040776	HOLIDAY INN RIVERTON	\$291.03	
00040794	HOLIDAY INN RIVERTON	\$291.03	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00040777 HOLIDAY INN RIVERTON	\$291.03	
00040497 WW GRAINGER	\$217.68	
00040726 WENDY'S 6706	\$23.17	
00040770 HOLIDAY INN RIVERTON	\$291.03	
00041087 VZWRLSS IVR VB	\$120.03	
00040698 QTS RESTAURANT RIVERTO	\$25.00	
	\$1,901.88	Subtotal for Dept. Special Assistance
00040870 SERVICE FEE 1614240867	\$112.50	
00040375 STAPLES 00114181	\$33.16	
00040587 REIS ENVIRONMENT INC.	\$702.40	
00041216 SUTHERLANDS 2219	\$12.38	
00041209 RMI WYOMING INC	\$1,881.18	
00040700 COMMUNICATION TECHNOLO	\$103.00	
00040789 CASPER CONTRACTORS SUP	\$214.54	
00041189 AGP PROPANE SERVICES	\$57.77	
00040597 CASPER CONTRACTORS SUP	\$36.03	
00040657 CASPER CONTRACTORS SUP	\$13.34	
00041228 CRESCENT ELECTRIC 103	\$207.53	
00041336 BRAKE SUPPLY COMPANY I	\$1,130.00	
00041146 CRESCENT ELECTRIC 103	\$28.88	
00041105 CRESCENT ELECTRIC 103	\$39.24	
00040979 UNITED 01677372183701	\$415.70	
00040824 AGP PROPANE SERVICES	\$151.27	
00041009 CASPER CONTRACTORS SUP	\$72.00	
00040705 HOWARD SUPPLY COMPANY	\$186.56	
00040955 UNITED 01677372183712	\$415.70	
00040876 INTERNATIONAL TRANSACTION	\$2.71	
00040511 HAMPTON INNS	\$611.79	
00040930 UNITED 01677372183723	\$415.70	
00040720 MOUNTAIN STATES LITHOG	\$89.15	
00040305 CASPER STAR TRIBUNE	\$307.30	
00040888 SIGNS POST SAVERS	\$339.00	
	\$7,578.83	Subtotal for Dept. Streets
00041032 VERSATEL COMMUNICATION	\$14,460.00	
	\$14,460.00	Subtotal for Dept. Traffic
00040846 HOSE & RUBBER SUPPLY	\$238.96	
00040900 ATLAS OFFICE PRODUCTS	\$57.50	
00041145 BLOEDORN LUMBER CASPER	\$8.99	
00040892 USPS 57155804730311021	\$14.41	
00040885 COMPRESSION LEASING SV	\$520.68	
00040728 CRUM ELECTRIC SUPPLY C	\$9.60	
00040843 USPS 57155804730311021	\$3.34	
00040850 DNOW-WY05	\$174.00	
00040804 BOBCAT OF CASPER	\$14.70	
00040675 FOREMANS QUALITY MACHI	\$243.33	
00040708 ELECTRIC SERVICE CO	\$110.31	
00041111 MIDLAND SCIENTIFIC INC	\$303.46	
00040915 ENERGY LABORATORIES, I	\$54.00	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00040747 HACH COMPANY	\$2,149.39	
00040651 HACH COMPANY	\$2,040.00	
00040799 DENVER INDUSTRIAL PUMP	\$596.13	
00040798 NORCO INC	\$313.19	
00040159 FEDEX 98063188	\$35.55	
00041052 EMBASSY SUITES SAN D	\$808.44	
00040653 MOTION INDUSTRIES WY54	\$92.51	
00041240 HACH COMPANY	\$1,351.39	
00040685 INTERMOUNTAIN MOTOR SA	\$506.76	
00040159 FEDEX 98063188	\$59.24	
	\$9,705.88	Subtotal for Dept. Waste Water
00041058 ENERGY LABORATORIES, I	\$340.00	
00040706 USPS 57155809430310940	\$13.02	
00041231 WYOMING WATER ASSOCIAT	\$500.00	
00040864 IN GREAT PLAINS CLEAN	\$66.55	
00041138 NORCO INC	\$165.00	
00041134 DANA KEPNER CO.	\$1,600.00	
00041112 ATLAS OFFICE PRODUCTS	\$53.47	
00041107 71 CONSTRUCTION INC #1	\$1,353.69	
00041097 BEARING BELTCHAIN00244	\$31.88	
00041034 HONNEN EQUIPMENT 04	\$1,047.89	
00040994 DANA KEPNER CO.	\$35.16	
00040992 USPS 57155809430310940	\$28.49	
00040929 AUTOMATION ELECTRONICS	\$1,253.70	
00040954 WAL-MART #1617	\$17.12	
00040945 NORCO INC	\$74.69	
00040944 ALBERTSONS	\$10.18	
00040908 UNION WIRELESS	\$130.09	
00040982 AWWA.ORG	\$191.00	
	\$6,911.93	Subtotal for Dept. Water
00040898 CRUM ELECTRIC SUPPLY C	\$84.91	
00040822 COASTAL CHEMICAL CO LL	\$137.45	
00040855 MICHAELSFENCE&SUPPLYIN	\$22.00	
00041193 ATLAS REPRODUCTION - Credit	(\$190.94)	
00040910 VERSATEL COMMUNICATION	\$228.00	
00041180 XEROX CORPORATION/RBO	\$244.20	
00041177 ATLAS REPRODUCTION	\$181.45	
00040755 CASPER WINCO SUPPLY CO	\$225.75	
00040914 ENERGY LABORATORIES	\$450.00	
00041121 ATLAS REPRODUCTION	\$33.00	
00040938 FERGUSON ENT #3069	\$15.86	
00040940 IN LARSON DATA COMMUN	\$119.50	
00041021 THE HOME DEPOT 6001	\$50.35	
00040833 ATLAS REPRODUCTION	\$190.94	
00041038 CASPER WINCO SUPPLY CO - Credi	(\$10.75)	
00041148 ATLAS REPRODUCTION	\$70.25	
	\$1,851.97	Subtotal for Dept. Water Treatment Plant
00040974 CPS DISTRIBUTORS INC C	\$8.71	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

P-CARD VENDORS

00040577 BAYOU BOB'S	\$81.36	
00040528 LOVE S COUNTRY00002204	\$20.00	
00040562 HAMPTON INNS	\$39.00	
00040472 GREEN RUSSELL	\$75.21	
00040565 HAMPTON INNS	\$689.79	
00040966 STAPLES 00114181	\$110.09	
00040432 ROCK BOTTOM DENVER	\$62.52	
00040301 5280 BURGER BAR	\$89.62	
00040364 BUBBA GUMP DENVER	\$61.09	
	\$1,237.39	Subtotal for Dept. Weed And Pest
	\$266,007.05	Subtotal for Vendor

PEPSI COLA OF CASPER

152146 PRODUCT	\$3,148.00	
152026 PRODUCT	(\$820.00)	
152042 PRODUCT	\$535.00	
	\$2,863.00	Subtotal for Dept. Casper Events Center
109279 PRODUCT	\$58.00	
109338 PRODUCT	\$434.40	
	\$492.40	Subtotal for Dept. Ice Arena
	\$3,355.40	Subtotal for Vendor

POLICE DEPT

RIN0026413 REIMBURSE BUY FUND	\$94.48	
	\$94.48	Subtotal for Dept. Police
RIN0026413 REIMBURSE BUY FUND	\$615.31	
	\$615.31	Subtotal for Dept. Police Grants
	\$709.79	Subtotal for Vendor

POPE CONSTRUCTION,INC

7835 COMPOST YARD WATER	\$9,100.00	
	\$9,100.00	Subtotal for Dept. Property & Liability Insurance
	\$9,100.00	Subtotal for Vendor

POVERTY RESISTANCE FOOD PANTRY

6001-224119 COMMUNITY PROMOTIONS	\$268.93	
RIN0026403 COMMUNITY FPROMOTIONS	\$734.41	
	\$1,003.34	Subtotal for Dept. One Cent #15
	\$1,003.34	Subtotal for Vendor

RAILROAD MGMT CO III, LLC

328748 16-IN WATERLINE CROSSING	\$176.86	
	\$176.86	Subtotal for Dept. Water
	\$176.86	Subtotal for Vendor

REGENNAS, JESSE

0026059171 UTILITY REFUND	\$57.57	
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Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

REGENNAS, JESSE

\$57.57 Subtotal for Dept. Water

\$57.57 Subtotal for Vendor

RESOURCE STAFFING

5595 TEMPORARYSERVICES

\$1,605.15

\$1,605.15 Subtotal for Dept. Casper Events Center

\$1,605.15 Subtotal for Vendor

ROCKY MOUNTAIN POWER

AP00017203041615 ELECTRICITY

\$293.72

\$293.72 Subtotal for Dept. Golf Course

\$293.72 Subtotal for Vendor

SAM PARSON'S UPHOLSTERY

673566 REPAIR/UPHOLSTER SEAT

\$175.00

\$175.00 Subtotal for Dept. Fleet Maintenance

\$175.00 Subtotal for Vendor

SARA NELSON

5686 CLOTHING REIMBURSEMENT

\$104.41

\$104.41 Subtotal for Dept. Police

\$104.41 Subtotal for Vendor

SCHOLES, DANIELLE/TYSON

0026059175 UTILITY REFUND

\$44.26

\$44.26 Subtotal for Dept. Water

\$44.26 Subtotal for Vendor

SENIOR PATIENT ADVOCATES

2016-0146 SERVICES

\$450.00

\$450.00 Subtotal for Dept. Health Insurance

\$450.00 Subtotal for Vendor

STAR LINE FEEDS

237927 PET FOOD

\$512.25

\$512.25 Subtotal for Dept. Metro Animal

\$512.25 Subtotal for Vendor

STATE OF WY. - DEPT. OF REVENUE

FEBRUARY 2016 SALES TAX FEBRUARY 2016

\$11.02

\$11.02 Subtotal for Dept. Aquatics

FEBRUARY 2016 SALES TAX FEBRUARY 2016

\$2,268.12

FEBRUARY 2016 SALES TAX FEBRUARY 2016

\$247.95

FEBRUARY 2016 SALES TAX FEBRUARY 2016

\$4.52

FEBRUARY 2016 SALES TAX FEBRUARY 2016

\$378.31

FEBRUARY 2016 SALES TAX FEBRUARY 2016

\$1,748.79

FEBRUARY 2016 SALES TAX FEBRUARY 2016

\$6,683.44

FEBRUARY 2016 SALES TAX FEBRUARY 2016

\$224.76

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

STATE OF WY. - DEPT. OF REVENUE

FEBRUARY 2016 SALES TAX FEBRUARY 2016	\$11,555.89	Subtotal for Dept.	Casper Events Center
	\$37.84		
	\$37.84	Subtotal for Dept.	Fort Caspar
FEBRUARY 2016 SALES TAX FEBRUARY 2016	\$399.18		
	\$399.18	Subtotal for Dept.	Ice Arena
FEBRUARY 2016 SALES TAX FEBRUARY 2016	\$2.07		
	\$2.07	Subtotal for Dept.	Recreation
	\$12,006.00	Subtotal for Vendor	

STEALTH PARTNER GROUP

RIN0026405 MEDICAL STOP LOSS	\$58,878.66		
	\$58,878.66	Subtotal for Dept.	Health Insurance
	\$58,878.66	Subtotal for Vendor	

STOTTS, TAMARA

0026059168 UTILITY REFUND	\$9.94		
	\$9.94	Subtotal for Dept.	Water
	\$9.94	Subtotal for Vendor	

SYSCO FOOD SVCS. CORP.

602101020 PRODUCT	\$71.54		
602101020 PRODUCT	\$2,246.76		
602090531 CREDIT MEMO	(\$127.84)		
602230131 PRODUCT	\$996.60		
602250533 CREDIT MEMO	(\$20.54)		
602050295 PRODUCT	\$1,489.43		
602050295 PRODUCT	\$24.57		
602250145 PRODUCT	\$651.00		
602260093 CREDIT MEMO	(\$101.91)		
602241254 PRODUCT	\$6,456.24		
602250145 PRODUCT	\$696.88		
602230131 PRODUCT	\$8,437.74		
	\$20,820.47	Subtotal for Dept.	Casper Events Center
	\$20,820.47	Subtotal for Vendor	

TERRACON

T749925 TRANSFER STATION PERMIT	\$1,812.50		
T749920 AIR MONITORING/REPORTING	\$13,452.50		
	\$15,265.00	Subtotal for Dept.	Balefill
	\$15,265.00	Subtotal for Vendor	

TOWNSQUARE MEDIA

MCC-1160120401 MEDIA	\$1,024.00		
	\$1,024.00	Subtotal for Dept.	Aquatics
MCC-1160120451 MEDIA	\$1,500.00		
	\$1,500.00	Subtotal for Dept.	Recreation
	\$2,524.00	Subtotal for Vendor	

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

TWEED'S WHOLESALE

328625 PRODUCTS
328356 PRODUCTS

\$217.81
\$17.63
\$235.44 Subtotal for Dept. Recreation
\$235.44 Subtotal for Vendor

VENTURE TECHNOLOGIES

SIN014274 PHONE

\$313.66
\$313.66 Subtotal for Dept. Fire
\$313.66 Subtotal for Vendor

VENTURE TECHNOLOGIES/ISC, INC.

SIN014138 PHONE

\$973.43
\$973.43 Subtotal for Dept. Fire
\$973.43 Subtotal for Vendor

WARDWELL WATER & SEWER DISTRICT

RIN0026391 BOOSTER IRRIGATION

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

WASTE WATER TREATMENT

1276/137287 201 SEWER

\$281,734.10
\$281,734.10 Subtotal for Dept. Sewer
\$281,734.10 Subtotal for Vendor

WEST PLAINS ENGINEERING, INC.

BC14021-1005 SKI/MAINTENANCE BUILDING

\$2,500.00
\$2,500.00 Subtotal for Dept. Hogadon
\$2,500.00 Subtotal for Vendor

WESTERN MEDICAL ASSOC., LLC

RIN0026393 PHYSICALS

\$12,498.00
\$12,498.00 Subtotal for Dept. Fire
\$12,498.00 Subtotal for Vendor

WESTERN WATER CONSULTANTS, INC.

150280016 15TH ST&ELM PHASE I WOLCOTT ST

\$98.43
\$98.43 Subtotal for Dept. Sewer

RIN0026385 15TH & ELM IMPROVEMENTS

130130033 MIDWEST AVE RECONSTRUCTION

\$246.06

\$11,933.05

160080001 15TH & ELM IMPROVEMENTS

\$1,018.50

\$13,197.61 Subtotal for Dept. Streets

RIN0026385 15TH & ELM IMPROVEMENTS

\$0.01

\$0.01 Subtotal for Dept. Water

\$13,296.05 Subtotal for Vendor

WILLIAM AHRNDT

Bills and Claims

City of Casper

02-Mar-16 to 15-Mar-16

WILLIAM AHRNDT

RIN0026367 CLOTHING REIMBURSEMENT

\$225.00
\$225.00 Subtotal for Dept. Refuse Collection
\$225.00 Subtotal for Vendor

WOLF GANG OF WY

1032 TV PRODUCTION

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

WORLDWASH

2497 KITCHEN EXHAUST-STN #1

\$550.00
\$550.00 Subtotal for Dept. Fire
\$550.00 Subtotal for Vendor

WY. DEPT. OF TRANSPORTATION

0000080672 YELLOWSTONE - W 2ND

\$1,497.67
\$1,497.67 Subtotal for Dept. Capital Projects

0000080723 BRYAN STOCK TRAIL

\$1,626.99
\$1,626.99 Subtotal for Dept. Streets
\$3,124.66 Subtotal for Vendor

WY. FIRE CHIEFS' ASSOC.

RIN0026386 MEMBERSHIP

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

WY. STATE FIREMEN'S ASSOC.

RIN0026387 MEMBERSHIP

\$50.00
\$50.00 Subtotal for Dept. Fire
\$50.00 Subtotal for Vendor

ZUNESIS, INC.

CASP-020216 COBAN SERVER UPGRADE

\$9,930.53
\$9,930.53 Subtotal for Dept. Police Equipment
\$9,930.53 Subtotal for Vendor

Grand Total \$2,463,106.34

Approved By:

On:

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 03/15/16

Payroll Disbursements

3/3/16	FIRE PAYROLL	\$	170,890.57
3/3/16	BENEFITS & DEDUCTIONS	\$	29,648.70
3/10/16	CITY PAYROLL	\$	1,219,256.09
3/10/16	BENEFITS & DEDUCTIONS	\$	216,779.10

Total Payroll	<u><u>\$ 1,636,574.46</u></u>
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Additional Fees

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

Total Additional AP	<u><u>\$ -</u></u>
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March 15, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Approval of Proposed Amendment to the FY 2015/2016 Annual Action Plan and Update to the Citizen Participation Plan

Recommendation:

That Council, by resolution, approve the Proposed Amendment to the FY 2015/2016 Annual Action Plan and the Update to the Citizen Participation Plan.

Summary:

Staff presented the proposed amendment and update to the Council at its March 8, 2016 work session. The public hearing, being conducted on March 15, 2016, concludes a fifteen (15) day public notice period.

The Annual Action Plan addresses the plans for the use of Community Development Block Grant funding, in the respective fiscal years. HUD requires that entitlement communities re-allocate unexpended funds, as soon as projects present themselves for re-allocation. Based on the aged heating system in Building E on LifeSteps Campus requiring urgent replacement, staff is proposing to amend:

From unexpended funds in the Integrated Disbursement Information System (IDIS):

\$379,365.00 (Re-allocate to LifeSteps Campus Care Activity).

Staff proposes to re-allocate this funding for the removal of the boiler and all of the existing steam heat system components and replace it with a new hot water boiler and hot water heating system components in Building E located on LifeSteps Campus, 1514 E. 12th Street, Casper, Wyoming. The new system conforms to the City's focus of energy efficiency, and will benefit the tenants by providing a constant temperature throughout the building. Lower heating costs should also be a benefit of the new system.

The second, and correlated component of this public hearing, is an update to the previously adopted Citizen Participation Plan which is a part of the Five-Year Consolidated Plan (FY2015/2019, adopted June 2, 2015), that includes the First-Year Annual Action Plan (FY2015/2016), and is required to coincide. The updated Citizen Participation Plan was available for the fifteen-day public comment period along with the amendment to the FY 2015/2016 Annual Action Plan.

A resolution has been prepared for Council's consideration.

RESOLUTION NO. 16-65

A RESOLUTION ADOPTING THE AMENDMENT TO THE FY2015 – 2016 ANNUAL ACTION PLAN, FOR THE PROPOSED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, AND ADOPTING THE UPDATE TO THE CITIZEN PARTICIPATION PLAN AND AUTHORIZING SUBMISSION OF THE SAME TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the City of Casper is an entitlement Community and eligible for certain federal funding through the U.S. Department of Housing and Urban Development and, as such, is required to prepare an Annual Action Plan that addresses housing and community development needs; and,

WHEREAS, the City of Casper must amend the previously-approved 2015-2016 Annual Action Plan dated June 2, 2015, to account for a reallocation of funding in the amount of \$379,365 from unexpended funds to the LifeSteps Campus Care Activity; and,

WHEREAS, the City of Casper must update the previously adopted Citizen Participation Plan to coincide with the Annual Action Plan to reflect current information.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Amendment to the FY2015-2016 Annual Action Plan for the period covering July 1, 2015 through June 30, 2016 and the updated Citizen Participation Plan are hereby adopted and the proposed use of the Community Development Block Grant funds is hereby approved.

BE IT FURTHER RESOLVED: That the Mayor is authorized to execute documents pertaining to said amendment; and the submission of the same to the U.S. Department of Housing and Urban Development is hereby approved.

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

ORDINANCE NO. 2-16

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING CREATING LA HACIENDA ADDITION TO THE CITY OF CASPER; AND ALSO APPROVING LA HACIENDA ADDITION SUBDIVISION AGREEMENT

WHEREAS, Arnold Cardenas and Haydee Cuevas have applied to annex, plat and zone, as C-2 (General Business), a 0.471-acre parcel, located in a portion of the SW1/4SW1/4, Section 3, T33N, R79W, 6th P.M., Natrona County Wyoming, to create La Hacienda Addition to the City of Casper; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating La Hacienda Addition, and the zoning of the same as C-2 (General Business), following a public hearing on January 21, 2016.

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

SECTION 1:

The annexation of 0.471-acres to create La Hacienda Addition to the City of Casper is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat creating La Hacienda Addition is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper, Arnold Cardenas and Haydee Cuevas, is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

La Hacienda Addition is hereby zoned C-2 (General Business).

SECTION 5:

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

PASSED on 1st reading the 1st day of March, 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:

Walter Truett

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

(Annexation, Plat & Zoning Creating La Hacienda Addition)

ORDINANCE NO. 3-16

AN ORDINANCE APPROVING A FINAL PLAT AND A SUBDIVISION AGREEMENT FOR THE DEVELOPMENT OF THE HERITAGE HILLS ADDITION NO. 4 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made for the approval of a final plat, and subdivision agreement for the development of the Heritage Hills Addition No. 4 in the City of Casper, Wyoming; and,

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

WHEREAS, this platting requires approval by ordinance following a public hearing; and,

WHEREAS, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the plat following a public hearing; and,

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

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

SECTION 1:

The plat and 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:

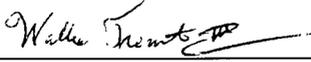
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 1st day of March, 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:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

(Final Plat & Subdivision Agreement – Heritage Hills Addition No. 4)

ORDINANCE NO. 4-16

AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND ZONING CREATING HERITAGE HILLS ADDITION NO. 5 TO THE CITY OF CASPER; AND ALSO APPROVING THE HERITAGE HILLS ADDITION NO. 5 SUBDIVISION AGREEMENT

WHEREAS, Integrity Building Group, LLC has applied to annex, plat and zone a 41.76-acre, more or less, parcel located in a portion of the NE1/4NE1/4, Section 22, and all of the NW1/4NW1/4, Section 23, T33N, R79W, 6th P.M., Natrona County, Wyoming, to create Heritage Hills Addition No. 5 to the City of Casper; and,

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

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

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation, the plat creating Heritage Hills Addition No. 5, and the zoning of the Heritage Hills Addition No. 5, as set forth below, following a public hearing on January 21, 2016.

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

SECTION 1:

The annexation of 41.76-acres, more or less, to create Heritage Hills Addition No. 5 to the City of Casper is hereby approved and said area is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The plat creating Heritage Hills Addition No. 5 is hereby approved.

SECTION 3:

The Subdivision Agreement between the City of Casper and Integrity Building Group, LLC is hereby approved, and the Mayor is hereby authorized to execute, and the City Clerk to attest said Agreement.

SECTION 4:

Heritage Hills Addition No. 5 is hereby zoned as follows:

Lots 26 through 33, Heritage Hills Addition No. 5 – R-3 (One to Four Unit Residential);
Lots 48 through 63, Heritage Hills Addition No. 5 – R-3 (One to Four Unit Residential);
Lots 78 through 93, Heritage Hills Addition No. 5 – R-3 (One to Four Unit Residential);
Lots 108 through 115, Heritage Hills Addition No. 5 – R-3 (One to Four Unit Residential);
All remaining lots located in Heritage Hills Addition No. 5 – R-2 (One Unit Residential).

SECTION 5:

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

PASSED on 1st reading the 1st day of March, 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:

Walter Trumbull IV

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

ORDINANCE NO. 5-16

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 15.12 OF THE CASPER MUNICIPAL CODE-BOARD OF EXAMINERS AND APPEALS, AND CONTRACTOR LICENSING.

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

Sections:

15.12.070 - License—Classifications- amended,

A. There shall be the following class of licenses, and the holder of each license shall be authorized to do the following:

2. Building Contractor, Class II. To contract for the construction, alteration or repair of ~~ALL RESIDENTIAL up to and including an eight unit residential building~~ and to **COMMERCIAL STRUCTURES UP TO TWELVE THOUSAND SQUARE FEET.** ~~make alterations to a commercial structure not to exceed twenty five percent of the assessed building value;~~

15.12.090 - License—Experience and examination criteria, amended,

A. The board will license without examination, an applicant for a category of license who holds a valid license issued by another Wyoming entity which has or had at the time the applicant was licensed, requirements for licensure substantially similar to those of this chapter. All tests given by the Wyoming Association of Municipalities for applicant's trade and proof of a passing score will be accepted by the board.

B. The following is the experience criteria and all examinations require seventy-five percent or more for a passing score. Affidavits as described in Section 15.12.020(2) are required if prior experience is claimed.

4. Building Contractor. Affidavits showing qualifications approved by the license board and minimum experience in the category of a general contractor's license being applied for. **CLASS I REQUIRES EIGHT YEARS, CLASS II REQUIRES SIX YEARS AND CLASS III REQUIRES FOUR YEARS.**

Section 2.

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

Section 3:

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

PASSED on 1st reading the 1st day of March, 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

(Amending Certain Sections of Chapter 15.12)

March 2, 2016

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

FROM: Tracey L. Belser, Assistant City Manager 
Michael Szewczyk, IT Manager 

SUBJECT: GeoSMART Online Mapping Upgrade

Recommendation:

That Council, by resolution, authorize a contract with North Line GIS, LLC in the amount of \$29,760 to construct web based tools that will enhance the GeoSMART online mapping application.

Summary:

The GeoSMART enhancement project was planned and budgeted by the Regional GIO member organizations for fiscal year 2016 and is funded according to the schedule below. North Line GIS, the company that created the initial application, will perform the design services. Specific user capability enhancements to be integrated, but not limited to, include dynamic reporting templates, social media sharing/integration, tabular data queries, and spatial data extraction. Operationally, the project will not impact the current GeoSMART maintenance cycle, is supported by the existing network and systems infrastructure, and will have no associated recurring fees.

FY16	Expense	Casper	County	Mills	Evansville	Bar Nunn
		59.06%	30.66%	4.62%	2.93%	2.73%
Est. Total	\$29,760	\$17,577	\$9,124	\$1,375	\$872	\$812

Funding for the City's portion of this was allocated from general fund reserves in fiscal year 2016.

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

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 23rd day of February, 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. North Line GIS, LLC, P.O. Box 2982, Breckenridge, Colorado 80424 (“Contractor”).

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

RECITALS

A. The City is undertaking a project to develop customized web tools that will enhance the current operational functionalities available in the online GeoSMART application, and, the support development, and maintenance capabilities of the Incline Management Studio.

B. The project requires professional services described in Exhibit A, which is hereby made a part of this contract.

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform the services described in Exhibit A, which is hereby made a part of this contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 1st day of June, 2016.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of Twenty Nine Thousand Seven Hundred Sixty Dollars (\$29,760.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Willie Frank III

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

WITNESS

CONTRACTOR
North Line GIS, LLC

By: Donna Marchiori
Printed Name: Donna Marchiori
Title: CO Notary

By: [Signature]
Printed Name: Henry McLaughlin
Title: PRINCIPAL



CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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

Exhibit A

Statement of Work

Background and Objectives

The City of Casper, WY would like to add additional tools and functions to the GeoSmart application built on the Incline platform. These include:

- Dynamic Reporting Templates
- Developer Login to the backend of Incline
- Extract Data Tool
- Tabular Data View
- Ability to add data from WMS and GIS formats
- Social Media View
- Social Media Sharing
- Scalable Feature Clustering
- Pop-up window in Filmstrip view
- Auto Populate Unique IDs
- Editor Tracking
- Email Notice of Edits & Updates
- Layer Display Swipe
- ArcGIS Online Tab for a Custom Map Development

Deliverables and Specifications or Performance Standards

Dynamic Reporting Templates

North Line GIS will develop a tool to create reports from the web browser, based on ESRI's .rfl Report Layout Format. Features will be passed to a service based on arcpy, processed, and returned in a formatted document (PDF, XLS, RTF). North Line GIS will develop two (2) reports, and train staff on how to add more.

Developer Login

The developer login will provide elevated credentials to those responsible for the implementation and maintenance of GeoSMART tools and views. Developers will have restricted backend access to the Incline Management Studio for those tools and views they authored. Administrators will have the ability to view, monitor, and access all development user activities and implementations within the Incline Management Studio.

Extract Data Tool

Using the Esri widgets and tools in the JavaScript API, a tool will be developed which will allow users to select and query an area, choose the applicable layers and export the information to GIS compatible data format (shp, gdb, kmz/kml, csv, dbf) for download.

Tabular Data View

Based on the Edit Table Widget, the user will be able to open a tabular data view. Through this view the user will be able to filter, select, sort and zoom to specific record(s) in the map view. The table will be displayed on the bottom of the map view and able to be displayed or hidden. The user will have the option to export the tabular data to GIS compatible formats.

Ability to add external data from WMS and GIS data types

This tool will have several components involved with the use. Depending on the data type, the user will either add the data by a drag and drop tool for .csv data, point to a URL for adding KML and WMS data, or use a dialogue to load the data through a file browser. North Line GIS will also investigate the ability to add CAD data types into the application along with the option (to save the session for future enhancements). The desktop saved sessions will also be expanded to include the mobile sessions as well.

Social Media View

The application will be configured to consume volunteered geographic information (VGI) through social media feeds such as Twitter and Facebook. The geolocations would be displayed on the map along with the comments. Filtering capabilities will enable users to refine the VGI data feeds in order to display pertinent dialogue and locational information according to user set criteria.

Social Media & Email Map Sharing

A tool will be developed allowing users to share the map view via social media sites and email. This would include the map extent, layers and selections to be pushed out from the application to be included on social media sites. North Line GIS will need to investigate the ability to share with the different social media sites to determine how many of the sites will accept a standard format from the application.

Scalable Interactive Feature Clustering

Using the tools available in the JavaScript API, North Line GIS will add the option to create heat maps based on scale to help enrich data in the map view.

Pop-Up Windows in Filmstrip View

To replace the 'classic' pop-up window showing in the map view, information returned based on the user's click on the map or feature will be displayed in iterative pagination along the bottom of page. The filmstrip view will be collapsible and slider enabled so users can scroll through the returned results displayed in each 'negative' window.

Auto Populate Unique IDs

When the user creates new features in the application via edit enabled tools, a unique ID will be generated in predefined attribute fields assigned to the feature.

Editor Tracking

This will require an ArcGIS Online login prompt to be used to write the users information to the editor tracking enabled fields once attribute or geometry data are created or modified within a feature. The user performing the edits will be logged and information populated similar to the tools in ArcGIS Online.

Email Notice of Edits

When edits are performed, the edit to the feature will be saved. A button will be developed which will query the data for the edits and provide an email notification to a group.

Layer Display Swipe

Similar to the tool available in ArcMap, the user will be able to select a feature or base layer and swipe the screen to move the chosen layer out of the view. Searches and selections will persist through the swipe.

ArcGIS Online Custom Map Development

A tab will be developed which features the standard map view available in ArcGIS Online where users will be able to develop their own map. This will have the same view and tools as the standard ArcGIS Online web map.

Integration and Training

The Consultant will perform the installation and configuration of a new instance of the Incline Management studio to support the developer's login and associated functionalities required for the additional enhancements included in this project. The Consultant will also perform the installation and configuration of the tools in the GeoSMART application. The Consultant will provide City GIS staff training in each tool's configuration, functionality, and maintenance. Installation and training will be performed via web conference.

Pricing and Payment

Billing will be based on a monthly basis and payment is expected within 30 days of invoice.

- | | |
|--|--------------------|
| • Dynamic Reporting Templates | \$6,600 |
| • Developer Login to the backend of Incline | \$4,400 |
| • Extract Data Tool | \$880 |
| • Tabular Data View | \$880 |
| • Ability to add data from WMS and GIS formats | \$3,800 |
| • Social Media View | \$880 per platform |
| • Social Media & Email Map Sharing | \$3,520 |

• Scalable Feature Clustering	\$880
• Pop-up window in Filmstrip view	\$3,520
• Auto Populate Unique IDs	\$880
• Editor Tracking	\$440
• Email Notice of Edits	\$1,760
• Layer Display Swipe	\$880
• ArcGIS Online Tab for a Custom Map Development	\$440
	TOTAL \$29,760

Confidential Information

Any and all information disclosed by City of Casper, WY to North Line GIS is both privileged and confidential and shall be held in strict confidence by North Line GIS and shall not be disclosed to any third party. In turn the data, process and workflows disclosed by North Line GIS to the City of Casper, WY is held to the same terms.

Indemnity

As part of the consideration for the contract, North Line GIS, for itself and its successors and assigns, agrees to indemnify and hold harmless City of Casper, WY and its officers, directors, representatives, and agents, from every actual loss, damage, injury, costs, expense, claim, judgment, or liability of every kind or character, whether in contract, tort or otherwise, which arises directly or indirectly from North Line GIS's willful, intentional, reckless, negligent (whether active, passive or gross) acts or omissions related to or arising from this contract. This indemnity and hold harmless agreement will apply whether such acts or omissions are conducted by North Line GIS, or any subcontractor or agent of North Line GIS.

Authorized Representatives

Once signed and returned, North Line GIS considers this to be the notice to proceed with the development and will not begin until then.

North Line GIS, LLC

Trip McLaughlin _____



Signature

Project Manager _____

Title

2/24/2016 _____
Date

Company

Representative Signature

Printed Name

Title

Date

RESOLUTION NO. 16-66

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH NORTH LINE GIS, LLC.

WHEREAS, the City of Casper desires to enter into a contract for professional services with North Line GIS, LLC for the development of customized web tools to enhance the current operational functionalities available in the online GeoSMART application; and,

WHEREAS, North Line GIS, LLC, located in Breckenridge, Colorado, is willing and able to provide such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with North Line GIS, LLC, for professional services that will enhance the current operational functionalities available in the online GeoSMART application, and, the support development, and maintenance capabilities of the Incline Management Studio.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement in an amount not to exceed Twenty Nine Thousand Seven Hundred Sixty Dollars (\$29,760.00).

PASSED, APPROVED, AND ADOPTED on this 15th day of March, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

February 23, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Assistant City Manager
Andrew Nelson, Metropolitan Planning Manager *AN*

SUBJECT: Capital Funding Agreement for Transit Buses with the Casper Area Transportation Coalition (CATC)

Recommendation:

That Council, by resolution, authorize a funding agreement with CATC in an amount not to exceed \$749,574.

Summary:

CATC was awarded a grant from the Wyoming Department of Transportation (WYDOT) for the purchase of new buses. Though CATC is the City's vendor for transit services, WYDOT cannot reimburse the City directly for the cost of the buses as their grant agreement is solely with CATC. At the same time, CATC does not have sufficient funds to purchase the vehicles and continue operating concurrently. Funding for the grant is on a reimbursement basis only.

This funding agreement provides instructions, in writing, designating the roles of funding this project. They are summarized as follows:

1. The City will conduct a bid on behalf of CATC for transit buses
2. CATC will invoice the City for the amount of the winning bid
3. City will provide CATC with 100% of the total project cost (currently budgeted in FY16 Capital Projects Fund)
4. The vendor will deliver the buses
5. CATC will pay the vendor using funds received from the City (see #3)
6. CATC will request reimbursement from WYDOT for the Federal portion of the project (85% of the total cost)
7. WYDOT will reimburse CATC for the Federal portion of the project
8. City will invoice CATC for the reimbursed Federal funds
9. CATC will repay the City the Federal portion of the project (85%)

A resolution has been prepared for Council's consideration.

FUNDING AGREEMENT
FOR TRANSIT BUSES
CITY OF CASPER/CASPER AREA TRANSPORTATION COALITION, INC.

PART I – AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David, Casper, Wyoming 82601, hereinafter referred to as "City," and Casper Area Transportation Coalition, Inc., a Non-Profit Corporation, 1715 East 4th, Casper, Wyoming 82601, hereinafter referred to as "Contractor" or "CATC."

WITNESSETH:

WHEREAS, it is in the best interest of the City and members of its general public requiring transportation assistance to maintain demand response and fixed route transportation; and,

WHEREAS, CATC has received a grant award from the Wyoming Department of Transportation (WYDOT) for the purchase of five replacement transit buses; and,

WHEREAS, CATC does not have sufficient funds to continue daily operations and pay for the buses outright while waiting for reimbursement from WYDOT; and,

WHEREAS, the City has budgeted funds for the purpose of acquiring transit vehicles, and CATC is the City's contracted transit services provider;

NOW, THEREFORE, in consideration of the conditions set forth herein, the parties agree as follows:

1. PROJECT ASSISTANCE BY THE CITY OF CASPER.
 - A. The City will conduct the procurement for transit buses on behalf of CATC, including bid advertisement, bid opening, securing bid bonds, and related activities.
 - B. Upon receipt and confirmation of the lowest responsive and responsible bidder, CATC will invoice the City for the total project cost up to five vehicles.
 - C. The City will deliver payment not to exceed the lowest responsive and responsible bid to CATC and in no case to exceed Seven Hundred Forty-Nine Thousand Five Hundred Seventy-Four Dollars (\$749,574.00).

2. SECURITY AGREEMENT AND REPAYMENT BY CATC.

- A. In order to secure the performance of this Agreement, CATC hereby agrees to, upon purchase of the buses, to note and place a first lien on the motor vehicle titles for the buses showing the City of Casper, Wyoming as the first lienholder thereon. The lien shall secure CATC's obligation to repay the City for the Federal portion of the project (85%).
- B. Upon CATC finalizing its purchase of the buses, CATC shall set a closing date with the Seller and will notify the City of the date and time of closing on the purchase of the buses.
- C. The City shall attend the closing for the purchase of the buses, and upon delivery and acceptance of the vehicles, including an inspection by the City's Fleet Maintenance Manager, will tender its advanced sum for the purchase thereof, the title for which shall be issued in the name of the "Casper Area Transportation Coalition – WYDOT Grant Restricted" with the lien of the City of Casper pursuant to this Agreement being noted thereon.
- D. The City shall take possession of the bus titles and other necessary title documents for the buses and cause the title to the buses to be recorded with the appropriate recording office for CATC, the original title thereof to be thereafter maintained in the records of the City of Casper, Wyoming until repayment is made by CATC to the City in accordance with section.
- E. Once repayment is made by CATC to the City, the City shall cause its lien on the title to be released and CATC shall sign the original title thereof to be delivered to the City.

3. ADMINISTRATION.

The City, through the City Community Development Director, shall be responsible for administering this agreement and providing grant administration services.

4. METHOD OF PAYMENT.

Appropriate payment will be made following the receipt of properly executed vouchers showing the amount due and including relevant invoices, receipts, and other supporting data from the Contractor. Bills will be made payable on the day after the next respective City Council meeting.

5. TERMS AND CONDITIONS.

This contract is subject to and incorporates provisions attached hereto as part II hereof, General Terms and Conditions, and the Lobbying – Certification for Contracts, Loans, Grants and Cooperative Agreements.

6. FAILURE TO REPAY; REMEDIES

Should CATC fail to repay the City within 180 days of vehicle delivery, the City will

terminate CATC's contract for professional services, vehicle lease agreement, and building lease agreement dated 16 June 2015, effective immediately. Termination may be subject to Federal concurrence as designated in Part II Section 28 of the "Professional Services Contract for Transportation Service" dated 16 June 2015.

7. EXTENT OF AGREEMENT.

This contract represents the entire agreement by and between the parties and supersedes all previous negotiations, representations, and agreement whether written or oral. This contract may be amended only upon written instrument executed by both parties.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date and year first written above.

APPROVED AS TO FORM:

With Intent

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

WITNESS:

Casper Area Transportation Coalition, Inc.
A Wyoming Non-Profit Corporation

By: Marge Cole

Louis Grunewald
Louis Grunewald, President

Printed Name: MARGE COLE

LOBBYING - CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS:

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

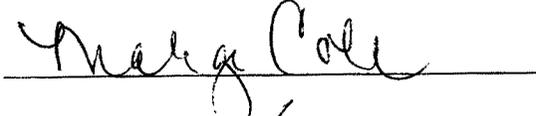
[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, CATC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Witness:

Casper Area Transportation Coalition, Inc.
A Wyoming Non-Profit Corporation

By: 
Louis Grunewald, President



Printed Name: _____

Date: 3/8/16

RESOLUTION NO. 16-67

A RESOLUTION AUTHORIZING A REPAYMENT AGREEMENT FOR TRANSIT BUSES.

WHEREAS, the Casper Area Transportation Coalition, Inc. (CATC) has received a grant from the Wyoming Department of Transportation for transit buses; and,

WHEREAS, the grant is financed on a reimbursement basis, and CATC does not have sufficient funds to purchase the vehicles outright. Additionally, the 15% local match to purchase these buses will come from the City of Casper; and,

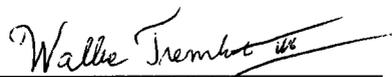
WHEREAS, the City has allocated a portion of its FY16 Capital Budget for the purchase of transit buses and is willing to provide funding for the purchase of these vehicles to facilitate the prompt completion of this transaction; and,

WHEREAS, it is in the best interest of the City to acquire new buses to replace aging ones in a timely manner as a delay in financing will present an immediate increase in costs to maintain existing vehicle stock.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and City Clerk to attest, a Repayment Agreement not to exceed \$749,754 between the Casper Area Transportation Coalition, Inc. and the City of Casper for the purchase of transit buses.

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

March 7, 2016

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

FROM: Liz Becher, Community Development Director/Assistant City Manager 

SUBJECT: Consideration of a vacation and replat creating Prairie Park Estates No. 5

Recommendation:

That Council, by resolution, approve a vacation and replat of Lots 2A, 2B, and Tract A, Prairie Park Estates No. 3 Addition, to create Prairie Park Estates No. 5 Addition as recommended by the Planning and Zoning Commission.

Summary:

Red Butte, LLC and the City of Casper have applied to vacate and replat Lots 2A, 2B, and Tract A, Prairie Park Estates No. 3, to create Prairie Park Estates No. 5. The City of Casper is included as an applicant on this replat, as it was when Prairie Park Estates No. 3 was approved last year, because the ownership of Tract A, Prairie Park Estates No. 3 is questionable, and may be owned by the City or Red Butte, LLC. The Vacation Statement that has been included on the Prairie Park Estates No. 5 plat should serve to relinquish any possible ownership interest the City has in Tract A, Prairie Park Estates No. 3, and clarify that Red Butte, LLC is the rightful owner of the property. The Prairie Park Estates No. 2 plat identified the area described as Tract A as “stormwater detention and public open space.” The City Engineer is not concerned about drainage issues associated with this area, following the review of a recently amended drainage study. In staff’s opinion, the stormwater detention area was never intended to be dedicated to the Public. In that the amended drainage study indicates that Tract A is not necessary for stormwater detention purposes, the City is agreeable to clearing the title of the property and clarifying that Red Butte, LLC is the rightful owner.

The property involved in the replat comprises 0.94-acres, more or less, and is zoned R-4 (High Density Residential). The replat is creating seven (7) new lots. Access to the lots will be via two (2) points of access constructed as far from the intersection as possible, as shown in Detail A in the upper left portion of the plat. The minimum lot size in the R-4 (High Density Residential) zoning district is 4,000 square feet for all uses except multifamily dwellings, condominiums, and townhouses. As with previous phases of the Prairie Park Subdivision, when individual “lots” do not meet the minimum lot size requirement, pairs of lots are created, which are then considered to be a single-developable lot. The “A” and “B” lot pairs cannot be constructed independently, and must be developed together, with either a traditional, detached single-family dwelling covering both lots, or with a twinhome arrangement. “Detail A” in the upper left corner of the plat indicates that the lots are designated for twinhomes, which are a single structure, with an independent dwelling unit located on its own lot of record and sharing a

common wall. Although it has not been indicated to be the applicant's plan, the lots, if combined, could also support the construction of larger multi-family structures, and limited, neighborhood-serving light commercial uses, such as neighborhood grocery stores, personal service shops, coffee shops, cafes, and restaurants without drive-up windows.

The Planning and Zoning Commission approved the replat at a public hearing held on February 18, 2016. With the exception of the applicant, who spoke in favor, there were no public comments received at the public hearing. There is no public hearing required by the City Council in this case to vacate and replat the subject property. A resolution and a subdivision agreement have been prepared for the City Council's consideration.

Prairie Park Estates No. 5



FINAL PLAT OF
"PRAIRIE PARK ESTATES No. 5"

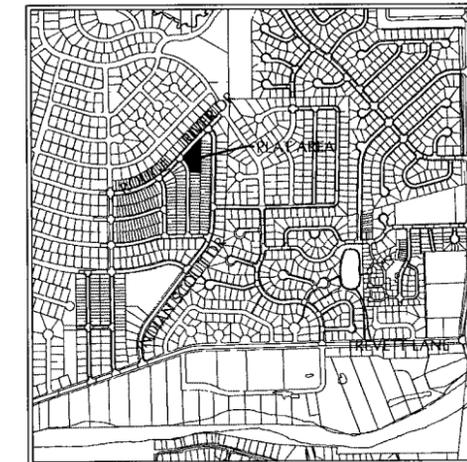
TO THE CITY OF CASPER, WYOMING

A VACATION AND REPLAT OF LOTS 2A, 2B, AND TRACT A, PRAIRIE PARK ESTATES No. 3, ADDITION TO THE CITY OF CASPER, WY

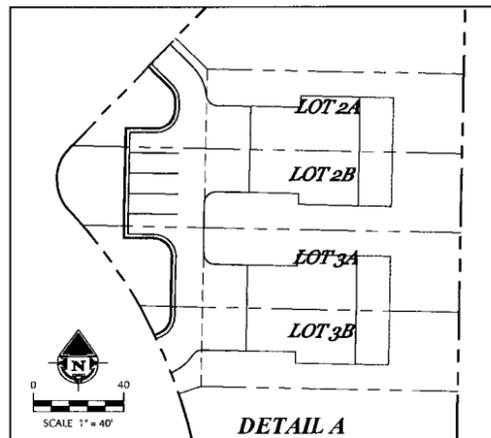
LOCATED IN AND BEING A PORTION OF THE NE1/4NW1/4, SECTION 22, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

SCALE: 1"=30'

AFFIX RECORDING LABEL HERE



VICINITY MAP
1" = 1000'



COMMON AREA AND DRIVE ACCESS AND PARKING EXHIBIT

Ingress/Egress for Residents and Guests of
Lots 2A-3B,

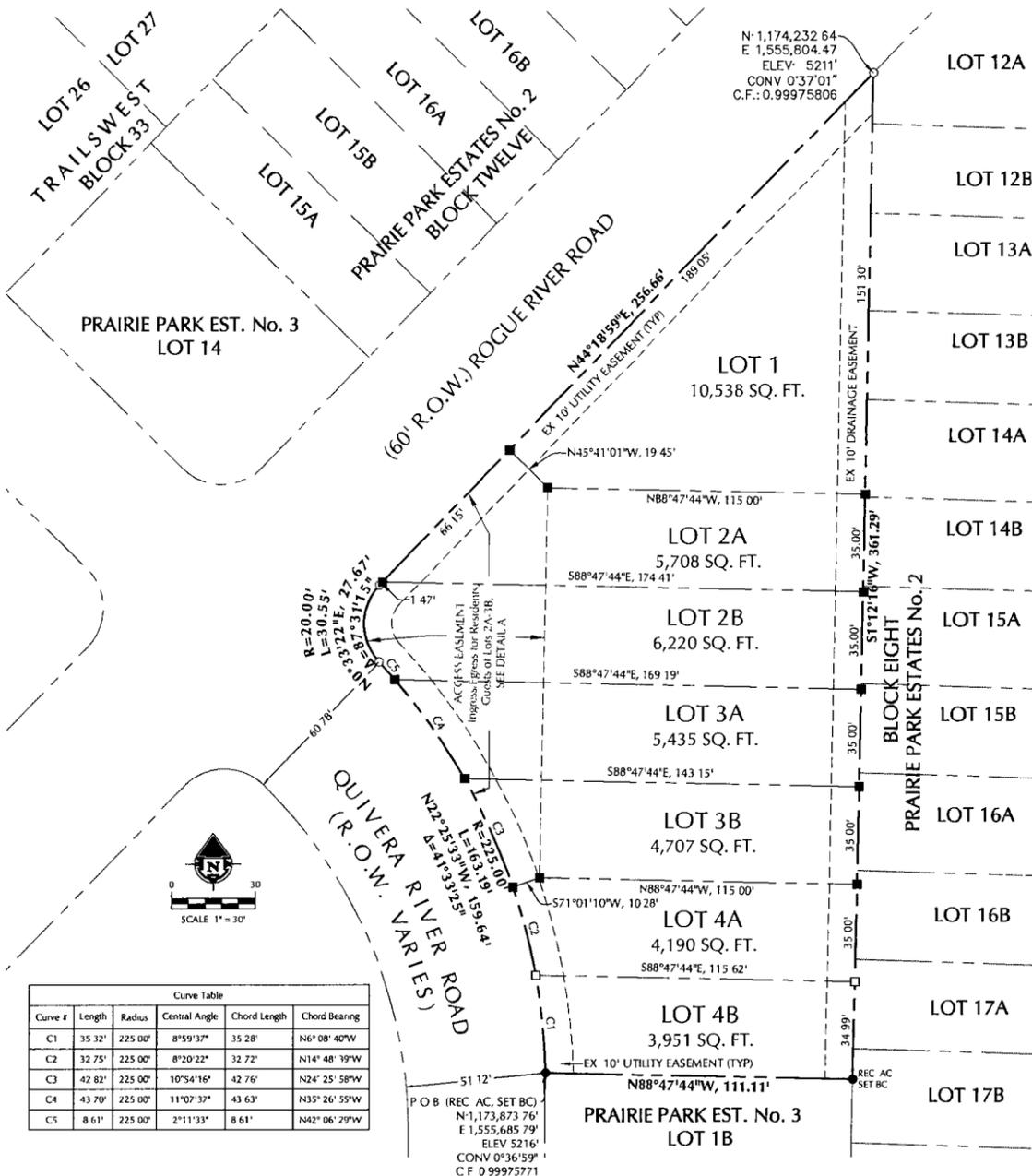
CERTIFICATE OF DEDICATION

Red Butte, LLC and The City of Casper, Wyoming hereby certify that they are the owners and proprietors of the foregoing Parcel of land being a vacation and replat of Lots 2A, 2B, and Tract A, Prairie Park Estates No. 3, an addition to the City of Casper, Wyoming as recorded in the Office of the Natrona County Clerk located in and being a portion of the NE1/4NW1/4, Section 22, Township 33 North, Range 80 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by metes and bounds as follows

Beginning at the aluminum cap at the northwest corner of Lot 1B of said Prairie Park Estates No. 3, thence along the easterly line of Quivera Road for the next two calls, 163.19 feet along a curve to the left having a radius of 225.00 feet, central angle of 41°33'25", chord length of 159.64 feet, and a chord bearing of N22°25'33"W to a brass cap, thence 30.55 feet along a tangent curve to the right having a radius of 20.00 feet, central angle of 87°31'15", a chord length of 27.67 feet, and a chord bearing of N0°33'22"E to a brass cap in the southeast line of Rogue River Road, thence along the southeast line of Rogue River Road, N44°18'59"E, 256.66 feet to a brass cap at the northeast corner of said Tract A, thence along the east line of said Prairie Park Estates No. 3, S1°12'16"W, 361.29 feet to aluminum cap at the northeast corner of said Lot 1B, thence along the north line of said Lot 1B, N88°47'44"W, 111.11 feet to the Point of Beginning

The above described Parcel contains 0.94 acres, more or less, and is subject to any and all rights-of-way, easements, reservations, and encumbrances which have been legally acquired

The subdivision of the foregoing described land as it appears on this plat is with the free consent and in accordance with the desire of the above named owner and proprietor. The name of said subdivision shall be known as "Prairie Park Estates No. 5", an addition to the City of Casper, Wyoming. The above named owner and proprietor does hereby dedicate all streets and roads shown hereon to the use of the public and grants to the public and private utility companies an easement and license to locate, construct, use and maintain conduits, lines, wires and pipes, any or all of them, under, along or across the strips of land marked as utility easements as shown on this plat



Red Butte, LLC
506 Shoshoni Street
Cheyenne, Wyoming 82009

William J. Edwards, Jr., Manager, Red Butte, LLC

STATE OF WYOMING)
COUNTY OF LARAMIE) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by
William J. Edwards, Jr., Manager, Red Butte, LLC

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires _____

NOTARY PUBLIC

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

Daniel Sandoval, Mayor, City of Casper Wyoming

STATE OF WYOMING)
COUNTY OF NATRONA) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by
Daniel Sandoval, Mayor, City of Casper Wyoming

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires _____

NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
THIS _____ DAY OF _____, 2016

ATTEST: _____ SECRETARY

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. _____, DULY PASSED, ADOPTED AND APPROVED
THIS _____ DAY OF _____, 2016

ATTEST: _____ CITY CLERK

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2016

_____ CHAIRMAN
_____ MAYOR
_____ CITY ENGINEER
_____ CITY SURVEYOR

NOTES

- ERROR OF CLOSURE = 1 230.700
- BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/86
- DISTANCES: U.S. SURVEY FOOT (GROUND)
- COORDINATES LISTED RELATE TO THE CITY OF CASPER DATUM
- ELEVATIONS LISTED REFER TO NAVD88, GEOID 09 AND ARE NOT INTENDED FOR USE AS BENCHMARKS
- ALL EXTERIOR BEARINGS AND DISTANCES ARE EQUAL TO THE RECORDED BEARINGS AND DISTANCES ON "PRAIRIE PARK ESTATES No. 3"

VACATION STATEMENT

IT IS THE INTENT OF THIS RE-PLAT TO VACATE ALL EASEMENTS, DETENTION AREAS, PUBLIC OPEN SPACE, ALLEYS, STREETS AND LOT LINES AS PLATTED BY PRAIRIE PARK ESTATES NO. 3 AND PRAIRIE PARK NO. 2 CONTAINED WITHIN THIS RE-PLAT NOT PREVIOUSLY VACATED WITH EXCEPTION TO THE 10' DRAINAGE EASEMENT AND 10' UTILITY EASEMENT AS NOTED ON THIS PLAT

RECORDED

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING THIS _____ DAY OF _____, 2016

INSTRUMENT NO. _____ COUNTY CLERK

CERTIFICATE OF SURVEYOR

I, Paul A. Heintz, do hereby certify that I am a professional land surveyor licensed under the laws of the State of Wyoming, that this plat is a true, correct, and complete plat of "PRAIRIE PARK ESTATES No. 5" as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me or under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the City of Casper regulations governing the subdivision of land.



STATE OF WYOMING)
NATRONA COUNTY) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by
Paul A. Heintz, P.L.S.

as a free and voluntary act and deed. Witness my hand and official seal. My commission expires _____

NOTARY PUBLIC

LEGEND

- RECOVERED BRASS CAP
- RECOVERED ALUMINUM CAP
- SET 5/8" REBAR W/ALUMINUM CAP
- SET BRASS CAP
- PLAT BOUNDARY
- - - LOT LINES
- - - EASEMENT LINES
- MEASURED

FINAL PLAT OF
"PRAIRIE PARK ESTATES No. 5"
TO THE CITY OF CASPER, WYOMING
LOCATED IN AND BEING A PORTION OF THE NE1/4NW1/4, SECTION 22, TOWNSHIP 33 NORTH, RANGE 80 WEST OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING

DATE: 12/15/2015
PROJECT #: 15-24
DRAWN BY: PAH
SHEET TITLE:
RECORD OF SURVEY
SHEET NUMBER
1 OF 1

ENGINEERING • SURVEYING • GIS MAPPING
CONSTRUCTION MANAGEMENT

J.K.C. ENGINEERING

111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
Ph: 307-265-4601 • Fax: 307-265-4672

S:\LAND2015\15-24\DWG\PLAT\15-24_PPE#5_PLAT.dwg, SAVED 2/9/16, PRINTED 2/9/16 BY PAUL

**PRAIRIE PARK ESTATES NO. 5
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 1st day of March, 2016 by and between the following parties:

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

2. Red Butte, LLC, 506 Shoshoni Street, Cheyenne, Wyoming 82009 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Lots 2A, 2B and Tract A, Prairie Park Estates No. 3 Addition to create Prairie Park Estates No. 5 Addition.
- C. A plat of Prairie Park Estates No. 5 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. The individual lots located in Prairie Park Estates No. 5 that are labeled as "A" and "B" lots are proposed to accommodate either a single-family residential home, utilizing both lots in combination, or a twinhome, with a single dwelling unit located on each lot. Individually, the "A" and "B" lots do not meet the City's minimum lot size requirement, and are therefore, tied together in groups of two, with both lots together considered to be a single parcel.
- b. Lots labeled as "A" and "B" lots shall not be developed separately. No building permit shall be issued for any structure that does not include both the "A" and "B" portions of the lot.
- c. No fences or structures shall be constructed in the drainage easement, and the drainage easement shall not be altered in any way that would negatively affect the drainage in the area.

SECTION 3 - OBLIGATIONS OF CITY

The City shall issue a building permit and certificate of occupancy for the buildings in the Addition upon performance by the Owner of the conditions set forth herein, and

upon Owner's compliance with all applicable Code requirements. All building permits will be issued by the Community Development Director in accordance with the Code.

SECTION 4 - REMEDIES

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

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws

of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Red Butte, LLC
506 Shoshoni Street
Cheyenne, Wyoming 82009

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

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

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

APPROVED AS TO FORM:

Walker Tomlinson

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Daniel Sandoval
Mayor

WITNESS:

OWNER
Red Butte, LLC

By: _____

By: [Signature]

Printed Name: _____

Printed Name: William J. Edwards

Title: _____

Title: Manager

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 201____ by Daniel Sandoval, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 1st day of March, 2016 by William J. Edwards as the Manager of Red Butte, LLC.

(Seal, if any)



Julianne Randall
(Signature of notarial officer)

Notary
Title (and Rank)

[My Commission Expires: 5-1-2018]

RESOLUTION NO. 16-68

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOTS 2A, 2B, AND TRACT A, PRAIRIE PARK ESTATES NO. 3, TO CREATE PRAIRIE PARK ESTATES NO. 5; AND THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to vacate and replat Lots 2A, 2B, and Tract A, Prairie Park Estates No. 3, to create Prairie Park Estates No. 5, comprising 0.94-acres, more or less, and creating seven (7) lots; and,

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

WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the vacation and replat as described above.

BE IT FURTHER 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 subdivision agreement between the City and Red Butte, LLC.

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

March 1, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Assistant City Manager / Community Development Director L.B.
Constance Lake, CFM, MPO Specialist C.L.

SUBJECT: Renaming Four (4) Undeveloped Streets, all located in the Cottonwood Addition.

Recommendation:

That Council, by resolution, approve the renaming of Prairie Schooner Road to Gasdek Boulevard; Cree Court to Walter Court; Ute Court to Frank Court; and Erie Court to Barry Court, all located within the Cottonwood Addition.

Summary:

On April 20, 1982, Council approved a plat creating the Cottonwood Addition, including Prairie Schooner Road, Cree Court, Ute Court, and Erie Court.

Gasdek Enterprises, LLC is the current property owner of the portion of the Cottonwood Addition surrounding the subject streets and has requested the City of Casper rename them in honor of their family.

The subject streets and surrounding property are platted but undeveloped and the requested renaming complies with the Natrona Regional Geospatial Cooperative *Street Naming and Address Assignment Standard Operating Procedures*. Staff is recommending approval of the street renaming because the streets are undeveloped and the only property owner affected by the subsequent re-addressing is the one making the request.

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

RESOLUTION NO. 16-69

A RESOLUTION RENAMING PRAIRIE SCHOONER ROAD, CREE COURT, UTE COURT, AND ERIE COURT, LOCATED IN THE COTTONWOOD ADDITION, AND AUTHORIZING AND DIRECTING THE RESOLUTION TO BE RECORDED IN THE OFFICE OF THE NATRONA COUNTY CLERK.

WHEREAS, the plat of the Cottonwood Addition was approved by the City Council by Resolution 82-95, on April 20, 1982, and recorded with the Clerk of Natrona County, Wyoming as Instrument No. 331513, on May 20, 1982; and,

WHEREAS, the Cottonwood Addition plat dedicated and created four (4) public streets named Prairie Schooner Road, Cree Court, Ute Court, and Erie Court; and,

WHEREAS, Gasdek Enterprises, LLC is the owner of the portion of the Cottonwood Addition surrounding said streets, and has requested that the City of Casper rename them to honor his family; and,

WHEREAS, the proposed renaming complies with the Natrona Regional Geospatial Cooperative *Street Naming and Address Assignment Standard Operating Procedures*; and,

WHEREAS, said streets are platted but undeveloped and the City of Casper and Gasdek Enterprises, LLC are desirous of changing the name of said streets; and,

WHEREAS, a copy of said streets, located in the Cottonwood Addition is attached hereto as Exhibit "A," and is incorporated herein at this point as if fully set forth;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the renaming of Prairie Schooner Road to Gasdek Boulevard, Cree Court to Walter Court, Ute Court to Frank Court, and Erie Court to Barry Court, all located within the Cottonwood Addition.

BE IT FURTHER RESOLVED: That upon passage and execution of this resolution in accordance with law, this resolution shall be filed with the office of the Natrona County Clerk.

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

APPROVED AS TO FORM:

Wallie Tremblay

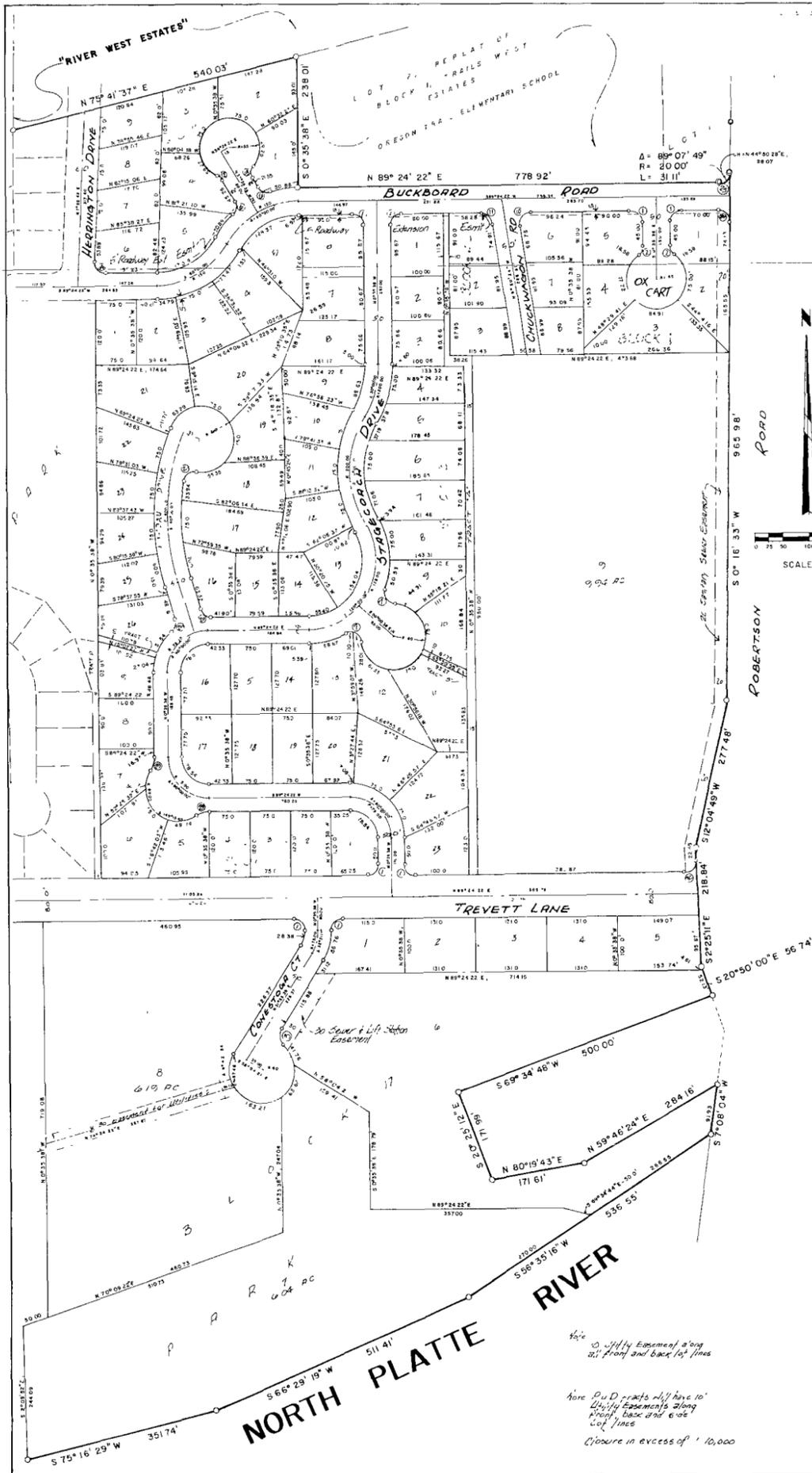
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

(Renaming Undeveloped Streets in the Cottonwood Addition)



AS
COTTONWOOD ADDITION
TO THE CITY OF CASPER, BEING PORTIONS SECTION 22, TOWNSHIP 33 N., RANGE 80 W., OF THE SIXTH P.M. NATRONA COUNTY, WYOMING

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS that the undersigned do hereby certify that they are the owners and proprietors of the foregoing subdivision being all of blocks 2 through 16, portions of blocks 17 and 18 all in TRAILS WEST ESTATES and a portion of the REPLAT OF BLOCK 1, TRAILS WEST ESTATES, and portions of blocks 22, Township 33 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming; that the lands as set forth in this plat shall be known as THE COTTONWOOD ADDITION to the City of Casper, and being more particularly bounded and described as follows:

BEGINNING at the northwest corner of the 2 1/4 Sec. 16 NE 1/4 of said section 22,
 thence N 89° 07' 49" E, 150.18 feet, along the rightline of the road to a 1/4 NE 1/4 section 22 to the northeast corner of said 1/4 NE 1/4,
 thence S 0° 35' 38" E, 238.01 feet to a point,
 thence S 85° 20' E, 238.01 feet to a point,
 thence N 89° 07' 49" E, 778.92 feet to a point of curve,
 thence on a curve to the right having a radius of 117.50 feet and a central angle of 89° 07' 49", an arc distance of 81.11 feet to a point on the westerly right-of-way line of Robertson Road,
 thence S 0° 10' 58" E, 250.08 feet along said westerly right-of-way line to a point,
 thence S 89° 07' 49" E, 277.45 feet along said westerly right-of-way line to a point,
 thence S 2° 25' 11" E, 218.84 feet along said westerly right-of-way line to a point,
 thence S 20° 00' 00" E, 60.73 feet along said westerly right-of-way line to a point,
 thence S 20° 00' 00" E, 60.73 feet to a point,
 thence S 20° 00' 00" E, 177.00 feet to a point,
 thence N 89° 07' 49" E, 177.00 feet to a point,
 thence S 89° 07' 49" E, 296.11 feet to the intersection with the said westerly right-of-way line of Robertson Road,
 thence S 0° 08' 06" E, 21.08 feet to a point,
 thence S 66° 05' 10" W, 580.00 feet to a point,
 thence S 20° 00' 00" E, 511.00 feet to a point,
 thence S 20° 00' 00" E, 85.00 feet to a point,
 thence N 72° 07' 31" W, 875.00 feet to a point,
 thence N 87° 00' 00" W, 375.00 feet to a point on a curve,
 thence in a westerly direction on a curve to the right having a radius of 117.50 feet and a central angle of 2° 16' 55", an arc distance of 44.85 feet to a point of tangency,
 thence S 89° 07' 49" E, 871.05 feet to a point of curve,
 thence on a curve to the right having a radius of 306.51 feet and a central angle of 30° 00' 00", an arc distance of 288.50 feet to a point of reverse curve,
 thence on a curve to the right having a radius of 318.21 feet and a central angle of 30° 00' 00", an arc distance of 182.82 feet to a point of tangency,
 thence S 89° 07' 49" E, 400.00 feet to a point of curve,
 thence on a curve to the right having a radius of 200.00 feet and a central angle of 75° 00' 00", an arc distance 654.82 feet to a point of tangency,
 thence N 73° 35' 38" W, 57.89 feet to a point of curve,
 thence on a curve to the right having a radius of 60.00 feet and a central angle of 70° 00' 00", an arc distance of 3.81 feet to a point of tangency,
 thence N 72° 07' 31" W, 80.00 feet to a point,
 thence N 72° 07' 31" W, 80.00 feet to a point,
 thence N 72° 07' 31" W, 80.00 feet to a point on a curve,
 thence in a northeasterly direction on a curve to the right having a radius of 324.00 feet and a central angle of 02° 00' 00", an arc distance of 37.45 feet to a point of tangency,
 thence N 89° 07' 49" E, 148.37 feet to a point,
 thence N 89° 07' 49" E, 288.61 feet to the POINT OF BEGINNING;
 CONTAINING 47.62 Acres of land more or less.

And as appears on this plat, the above subdivision is in full compliance with the laws of the State of Wyoming and in accordance with the laws of the State of Wyoming and in accordance with the laws of the State of Wyoming, that the owners and proprietors of said lands included in the subdivision hereby waive and relinquish all rights they may have by virtue of the laws of the State of Wyoming, in the right of eminent domain and public right of way and public use and maintenance of the same, and the same are hereby granted to the public to locate, construct, use and maintain or authorize the location, construction, use and maintenance of conduits, lines, poles, pipes, gas, any or all of which, is over and under and along the surface of land named in this plat or as otherwise shown on this plat (see notes).

Witness my hand and official seal this 21st day of March 1982.

STATE OF WYOMING,
 COUNTY OF NATRONA,
 On this 21st day of March 1982, before me personally appeared NEW VISTAGE, INC. by its Vice President, D. Keith Spencer and its Registered Secretary, D. Keith Spencer, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the same as their free and voluntary act and deed.

CERTIFICATE OF SURVEYOR
 Gregory J. Clements, of Casper, Wyoming, do hereby certify that this plat representing a replat of Blocks 2 thru 16, portions of Blocks 17 and 18, in TRAILS WEST ESTATES and a portion of the REPLAT OF BLOCK 1, TRAILS WEST ESTATES, all in section 22, Township 33 North, Range 80 West of the 6th Principal Meridian, Natrona County, Wyoming, is in accordance with a survey made by me or under my direction in the month of July, 1978, that said lands shall be subdivided, monumented and platted in accordance with this plat, of the request of the owners, all dimensions are expressed in feet and decimals, parts thereof, all being true and correct to the best of my knowledge and belief.

The foregoing instrument was acknowledged before me by Gregory J. Clements on this 21st day of March 1982.

APPROVALS
 Approved by the Community Planning Commission of Casper, Wyoming, this 23rd day of March 1982 and forwarded to the City Council of Casper, Wyoming with a recommendation that this plat be approved.

Approved by the City Council of the City of Casper, Wyoming on this 23rd day of March 1982 and adopted and approved on this 21st day of April 1982.

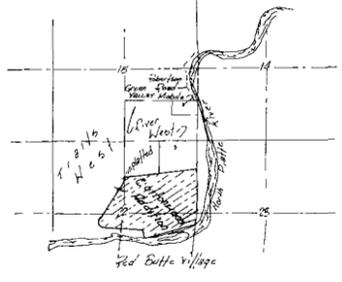
Approved by the Board of County Commissioners of Natrona County, Wyoming, by resolution duly passed on the 18th day of May 1982.

Inspected and approved on the 21st day of April 1982.

Inspected and approved on the 22nd day of April 1982.

Inspected and approved on the 26th day of April 1982.

Filed for record in the office of Natrona County Clerk this 20th day of May, 1982.



February 22, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Transportation Alternatives Program Agreement
Robertson Road Trail Continuation Project, No. 15-41

Recommendation:

That Council, by resolution, authorize a Transportation Alternatives Program Agreement with the Wyoming Department of Transportation for the Robertson Road Trail Continuation Project, in the amount of \$359,810.

Summary:

On Tuesday, July 7, 2015, Council approved a resolution to support the City of Casper's application to the Wyoming Department Of Transportation (WYDOT) for Transportation Alternatives Program (TAP) funds. On October 21, 2015, the Wyoming Transportation Commission fully approved the City of Casper's application for TAP funding.

The proposed project is to complete the pedestrian pathway along Robertson Road from the Green Valley Mobile Home Subdivision to the Robertson Road Bridge. The Robertson Road pathway will provide a safe route for non-drivers along Robertson Road, including students and families attending Oregon Trail Elementary School and residents of several subdivisions along Robertson Road.

WYDOT requires the City of Casper to enter into an agreement to accept TAP funding. The estimated cost for the project is \$449,762.68, with the TAP funds of \$359,810 being matched with \$89,952.68 from the General Fund Reserves budgeted in FY15 allocated to Walkability Improvements to complete the project.

A resolution is prepared for Council's consideration.



**FY2016
 Transportation Alternatives Program
 SUBRECIPIENT AGREEMENT
 BETWEEN THE
 WYOMING DEPARTMENT OF TRANSPORTATION
 AND THE
 CITY OF CASPER**

Federal Award Information - Required by 2 CFR § 200.331	
Subrecipient Name: Casper, City of	Subrecipient DUNS: 152720140
Federal Award Identification Number (FAIN): TBD	Federal Award Date: TBD
Period of Performance Start and End Date: 24 months from the Federal Award Date	Federal Award this Agreement: \$359,810.00
Total Federal Award to Subrecipient: \$359,810.00	Total Federal Award: \$449,762.68
Awarding Federal Agency: Federal Highway Administration	Federal Highway Administration: Wyoming Division Office Telephone: (307) 772-2101 Email: HDAWY@dot.gov
Pass-through Agency: Wyoming Department of Transportation (WYDOT)	WYDOT Program Mgr.: Sara Janes Ellis Telephone: 307-777-3938 Email: sara.ellis@wyo.gov WYDOT Contact for Confirmation of Funds: Barbara MacKenzie Telephone: (307) 777-4039 Email: barbara.mackenzie@wyo.gov
Sponsor Contact: Jason Knopp Phone: 307-235-8341 Email: jknopp@cityofcasperwy.com	
CFDA No.: 20.205	CFDA Title: Highway Planning and Construction
Research and Development: No	Indirect Cost Rate (ICAP): N/A
Project Name: Robertson Road Pathway Extension	Recipient County: Natrona
Agreement No.: CD 0.00 CD16205	Project No.: CD16205

- Parties.** The parties to this Agreement are the Wyoming Department of Transportation, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper, hereinafter referred to as the "Sponsor", whose address is, 200 North David Street, Casper, Wyoming 82601.



2. **Purpose.** This is a subaward of federal financial assistance from the WYDOT to the Sponsor. The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sponsor and WYDOT in the administration of the Wyoming Transportation Alternatives Program. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).

3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until December 31, 2017. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or certified mail.

4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**
 - a. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth below and in the “Project Description” section of the project Sponsor’s TAP application, dated June 23, 2015, which is included as Attachment “A” and in accordance with terms and conditions of this Agreement.
 - i. **Project Description.** This project was approved through the Transportation Alternatives Program (TAP) to construct a Pedestrian and Bicycle multi-use pathway along Robertson Road.
 - ii. **Responsibility of Sponsor.** Sponsor shall:
 1. Complete all administrative requirements, including having at least one LPA Certified staff member;
 2. Select consultants based on qualifications, utilizing WYDOT’s help if needed;
 3. Submit Plans, Specifications and Estimates along with bid documents to WYDOT Local Government Coordinator’s (LGC) Office for review and concurrence prior to project advertisement;
 4. Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
 5. Monitor project progress and submit reimbursement requests to WYDOT’s LGC office at least once per quarter; and
 6. After final bill is paid, submit it for reimbursement to WYDOT LGC office with Completion and Acceptance Certificate
 - iii. **Responsibility of WYDOT.** WYDOT will:
 1. Assist with consultant selection process;
 2. Review plans and specifications for compliance prior to advertisement;
 3. Review bid tabulations prior to project being awarded;
 4. Provide ongoing support through construction, including possible site inspections and reimbursement processing; and



5. Ensure project acceptance and completion and process final reimbursement

- b. Period of Performance.** The Period of Performance shall be 24 months from that date of Federal Award and shall allow 90 days for project closeout beyond completion of physical work on the project. The Sponsor shall commence and complete the project in a professional, economical and efficient manner by December 31, 2017 as indicated in Term of Agreement above. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request WYDOT for an extension of time to complete the project. The request shall be in writing to the WYDOT Local Government Coordination Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated with cause, the Sponsor shall return any and all federal funds that have been paid to the project Sponsor.
- c. Design Review and Approval and Consultant Selection.** All project design to include engineering, architectural and landscape architectural plans, specifications and contract documents shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT Local Government Coordinator. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT Local Government Coordination Office shall receive a copy of such plans and project contract documents and review and approve the same prior to the Sponsor's proceeding with construction bidding, contracting or other construction authorization under this Agreement. Contract procedures shall be compliant with 23 Code of Federal Regulations (C.F.R.) 635 Subpart A. The consultant selection process shall comply with the Brooks Act, 40 United States Code (U.S.C.) 1101*et seq.* with guidance included in WYDOT Operating Policy 40-1.
- d. Federal and State Required Contract Provision.** The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:



- Environmental Documentation: contract documents shall include the appropriate level of environmental review and analysis in accordance to 23 C.F.R. 771, to include mitigation assessment where required.
- National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the contract documents shall include the appropriate review and mitigation assessment.
- Design Exceptions: contract documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
- Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
- Buy America Provisions: requires the use of American steel and iron products, when specified in accordance to 23 C.F.R. 635.410.
- Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91 LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
- Required Federal Contract Provisions: The Form FHWA-1273 provisions apply to all work performed on the contract including work performed by subcontract. All contract documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 C.F.R. 5.12.
- Contractor and subcontractor Certification for Suspension and Debarment.
- Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the contract documents.
- Labor Rates: contract documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.



- **Equipment/Materials/Labor Cost Determination:** unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- e. **Prohibited Interest.** No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the Proceeds thereof.
- f. **Project Abandonment.** Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.
- g. **Project Administration.** The administration of this award shall be compliant with the requirements of 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT Local Project Administration (LPA) Certification Program.

Project administration costs are eligible for reimbursement under this program on an 80/20 percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project (80 percent) shall be submitted on WYDOT LPA Cost Reimbursement Form, signed by the authorized Sponsor representatives and approved by the WYDOT Local Government Coordination Office.

- h. **Project Contracting and Construction.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 C.F.R. 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the Sponsor shall make recommendation to



WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work/claims must be within the scope of contract.

- i. **Project and Final Inspections.** Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor's representative on the final inspection. Prior to the final payment (normally the final 10 percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116 [Final Settlement and Payment]. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.
- j. **Project Funding.** Federal funding for this project will not exceed \$359,810.00. In accordance with WYDOT's policies, a program match requirement of 80 percent of federal and 20 percent local share of the project costs shall apply. Project total cost exceeding project estimate of \$449,762.68 (including local match) shall be borne by the Sponsor.

TAP is funded on a reimbursement basis. No funds will be paid by WYDOT prior to being paid first by the Sponsor. All requests for payment must be submitted to WYDOT's LGC Office on the LPA Cost Reimbursement Form that will be supplied to the Sponsor. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Sponsor. The Cost Principles found in 2 C.F.R. 200 – Subpart E apply to this award. WYDOT will make payment to the Sponsor within 30 days of receipt of a complete and approved reimbursement request.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Sponsor shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This



requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4a. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the 20 percent match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

- k. Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Sponsor.

- l. Public Interest Finding.** If the Sponsor elects to use Force Account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Sponsor to make a finding in the public interest. Such a public interest finding must not exceed \$50,000. Requests for Force Account will be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Sponsor's Project Packet). WYDOT Form LGC-PIF must be submitted by the Sponsor for approval by the WYDOT Local Government Coordination Office.

- m. Restrictions, Prohibitions, Controls and Labor Provisions**
 - i. Equal Employment Opportunity.** In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, 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.



- ii. **Disadvantaged Business Enterprise (DBE) Requirements.**
 - 1. **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises, defined as Minority Business Enterprises and Woman Business Enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 - 2. **DBE Obligation.** The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
 - iii. **Title VI Civil Rights Act of 1964.** The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 C.F.R. Part 21, and the Assurance by the Sponsor pursuant thereto.
 - iv. **Compliance with Elderly and Disabled Regulations.** The Sponsor shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 C.F.R. Part 27 and the Americans with Disabilities Act of 1990.
- n. Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT LGC a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with Wyo. Stat. § 1-26-501, *et seq.* [Wyoming Eminent Domain Act] and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, (Uniform Act) and the regulations of 49 C.F.R. Part 24.

5. General Provisions

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are



mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

- b. **Americans with Disabilities Act.** The Sponsor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
- c. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- d. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Sponsor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- e. **Assumption of Risk.** The Sponsor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. WYDOT will notify the Sponsor of any state or federal determination of noncompliance.
- f. **Audit/Access to Records.** Sponsors that expend \$750,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 C.F.R. 200 Subpart F.

The Sponsor may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall permit independent auditors, Federal personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The Sponsor shall keep audit reports and audit documents on file for three years after the project is complete.

- g. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Sponsor, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will not be



obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit WYDOT to terminate this Agreement in order to acquire similar services from another party.

- h. Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.
- i. Entirety of Agreement.** This Agreement, consisting of 13 pages, Attachment “A”, consisting of 1 page, and Attachment “B”, consisting of 1 page represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- j. Human Trafficking.** If required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

 - i.** Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii.** Procures a commercial sex act during the period of time that the award is in effect; or
 - iii.** Uses forced labor in the performance of the award or subawards under the award.
- k. Indemnification.** Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- l. Kickbacks**

 - i.** The Sponsor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 C.F.R., Part 3). This Act provides that the Sponsor is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - ii.** The Sponsor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.
 - iii.** No staff member of the Sponsor shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
 - iv.** If the Sponsor breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreement price or consideration, or otherwise recover,



the full amount of any commission, percentage, brokerage, or contingency fee.

- m. Limitations on Lobbying Activities.** In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sponsor or its subsponsors in connection with lobbying Congressmen, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan. The Sponsor and its subsponsors shall submit a certification statement and disclosure form acceptable to WYDOT prior to commencement of any work.
- n. Nondiscrimination.** The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* and the Age Discrimination Act of 1975. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement. In reference to Title VI Policy, WYDOT's Civil Rights Program is responsible for initiating and monitoring Title VI activities, preparing required reports and other WYDOT responsibilities as required by 23 C.F.R 200 and 49 C.F.R. 21.
- o. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either delivered by hand or certified mail.
- p. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.
- q. Publicity.** Publicity given to the project or services provided herein, including notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall provide a copy of what was shared with WYDOT.
- r. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- s. Sovereign Immunity.** The State of Wyoming, WYDOT and the City of Casper do not waive their sovereign or governmental immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other State law. The parties agree that any ambiguity in this Agreement shall not be strictly construed,



either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- t. **Suspension and Debarment.** By signing this Agreement, the Sponsor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and C.F.R. 44 Part 17, or are on the disbarred vendors list at www.sam.gov. Further, the Sponsor agrees to notify WYDOT by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

- u. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

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6. Signatures. In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement shown below.

ATTEST:

Name

Title

CITY OF CASPER:

By: _____
V.H. McDonald, City Manager

Date

(SEAL)

ATTEST:

By: _____
Sandra J. Scott, Secretary
Transportation Commission of Wyoming

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

By: _____
Gregg C. Fredrick, P.E.,
Chief Engineer

Date

(SEAL)

Approved as to form:

By: _____
Michael T. Kahler
Senior Assistant Attorney General
State of Wyoming

Date agreement prepared: November 4, 2015



Attachment "A"

The City of Casper is seeking 2016 TAP funding to complete the final section of pathway along Robertson Road. Once completed a ten foot wide multi-use concrete pathway will go from the Robertson Road Bridge to the city's north growth boundary where several new subdivisions are being constructed. The City of Casper is currently constructing the north portion of this pathway from the north growth boundary south to the Green Valley Mobile Home Subdivision in two different projects. The proposed section would complete the southern half of the corridor connecting these neighborhoods to the Oregon Trail Elementary School located at the intersection of Robertson Road and Buckboard Road approximately in the middle of this proposed pathway. This pathway project is linked directly to Robertson Rd., Hwy. 305, which is a major north/south route that links Hwy. 220 and Hwy. 20/26. This project will benefit the travelling public in the following ways: 1. The project will assist the City of Casper and the Platte River Trails increase transportation options by completing the remaining section of pathway to the Robertson Road Bridge and Highway 220. 2. The project will connect Oregon Trail School and several residential subdivisions with a new large planned subdivision (200-300 homes), River Park, and the North Platte River and set the stage for an eventual connection to the Platte River Trail system and Poison Spider Road. 3. The project will provide a safe route for non-drivers further north along Robertson Rd., which will accommodate children and families, older adults, and individuals with disabilities via a separate pathway. This project will serve students and families attending Oregon Trail Elementary School and the residents of several subdivisions along Robertson Rd. including a new 200-300 planned unit development, River Park, and set the stage for an eventual connection to the Platte River Trail and the possibility of a connection to Poison Spider Road. 4. The construction of the the extension of a separate 10 ft wide non-motorized pathway along heavily travelled Robertson Road will enhance the built and natural environment and provide a sense of place to this rapidly expanding neighborhood. There are no known geographical or environmental features that may be sensitive or negatively affected by the addition/inclusion of this project.

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General Notes

No.	Revision/Issue	Date

CITY OF CASPER
 ENGINEERING
 200 N. DAVID
 CASPER, WY
 82601

ROBERTSON
 ROAD PATHWAY
 COMPLETION

CASPER, WY
 PROJECT NO.
 15-41

7/14/15
 TC
 NOT TO SCALE

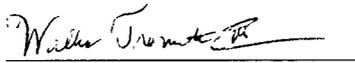
1

Prepared by: [Name], Checked by: [Name], Drawn by: [Name], Date: [Date], Project: [Project Name], File: [File Name]

APPROVAL AS TO FORM

I have reviewed the attached *Transportation Alternatives Program Agreement with the Wyoming Department of Transportation for the Robertson Road Pathway Continuation Project*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: February 22, 2016



Wallace Trembath III
Assistant City Attorney

RESOLUTION NO. 16-70

A RESOLUTION AUTHORIZING A TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE ROBERTSON ROAD PATHWAY CONTINUATION PROJECT.

WHEREAS, the City of Casper desires to enter into an agreement with the Wyoming Department of Transportation accepting Federal Transportation Alternatives Program (TAP) funding in the amount of Three Hundred Fifty-Nine Thousand Eight Hundred Ten Dollars (\$359,810), for the Robertson Road Pathway Continuation, Project 15-41; and,

WHEREAS, funding in the amount of Three Hundred Fifty-Nine Thousand Eight Hundred Ten Dollars (\$359,810) is available under the Federal Transportation Alternatives Program for the project; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute the TAP agreement to accept this funding.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute the Transportation Alternatives Program Agreement with the Wyoming Department of Transportation.

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

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

February 16, 2016

MEMO TO: V.H. MacDonald, City Manager 

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

SUBJECT: License Agreement with Midwest Urban Development, LLC
Installation of a Concrete Retaining Wall within South Ash Street Right-of-Way

Recommendation:

That Council, by resolution, authorize a license agreement with Midwest Urban Development, LLC to install a concrete retaining wall within South Ash Street right-of-way.

Summary:

Midwest Urban Development, LLC requests the City's permission to install a concrete retaining wall within South Ash Street right-of-way. The concrete retaining wall extends in to the right-of-way approximately 2' and will be part of an outside patio for a retail/restaurant building located at 430 South Ash Street.

Provisions in the license agreement call for Midwest Urban Development LLC to be responsible for all costs associated with construction and maintenance of the retaining wall and appurtenances, and restoration of the property should the license agreement be revoked.

A resolution is prepared for Council's consideration.

**REVOCABLE LICENSE AGREEMENT
BETWEEN
MIDWEST URBAN DEVELOPMENT, LLC
AND
CITY OF CASPER
FOR INSTALLATION OF CONCRETE RETAINING WALL IN
SOUTH ASH STREET RIGHT-OF-WAY**

FOR AND IN CONSIDERATION OF THE SUM OF One Hundred Dollars (\$100), the receipt of which is hereby acknowledged, the CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming, hereinafter called the "Licensor," HEREBY GRANTS A REVOCABLE LICENSE to Midwest Urban Development, LLC, 606 SW Wyoming Boulevard, Mills, Wyoming 82644, hereinafter called the "Licensee," to construct, alter, operate, maintain, inspect, repair, replace, and remove a concrete retaining wall, hereinafter called the "Facility," located upon the following-described land situate in the City of Casper, County of Natrona, State of Wyoming, to-wit:

A 3.00-foot by 40.00-foot strip of land located within South Ash Street Right-of-Way, as described on Exhibits A and B, which are attached hereto, hereinafter referred to as the "licensed premises."

THIS LICENSE is granted upon such express terms and conditions as are hereinafter set forth, and should the Licensee at any time violate any of the said terms and conditions, the Licensor, at its option, may immediately revoke this License; provided, however, Licensor first gives notice to Licensee of the alleged violation and provides to Licensee a reasonable opportunity to cure or rectify the alleged violation.

THIS LICENSE is subject to the following conditions:

1. The work of constructing, altering, maintaining, repairing, replacing or removing the Facility hereinabove referred to shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee, and in accordance with good construction practice and the applicable City of Casper Standard Specifications. The Licensee's responsibility shall include, but not be limited to; restoring all surfaces to the same condition they were in prior to the construction authorized by this License. The Licensor reserves the right to, but need not, inspect such work in order to ensure compliance with said standards. Such work of construction, alteration, maintenance, repair, replacement or removal of the Facility shall be done in such a manner as to not unreasonably interfere with the use of the

licensed premises by the Licensor and the general public and in such manner as to in no way endanger the general public in the use of said premises.

2. Licensee shall repair, at its expense, any damage to utilities, streets, sidewalks, or any other facilities currently in place which are damaged by Licensee's activities. Licensee shall install, maintain, and operate the adjacent property in such a manner as to not disrupt any utility service or street, except to the extent approved ahead of time by the City Engineer. Licensee shall conduct all traffic controls required by any federal, state or local law or regulation, or required by the City Engineer.
3. Licensee shall comply with all federal, state or local laws and regulations, including all environmental laws. Licensee shall obtain all required permits, permission, licenses, etc. prior to performing any work on any adjacent property.
4. This permission is given to Licensee as an accommodation to Licensee and shall be rent-free. Licensee hereby acknowledges the title of Licensor to the above described licensed premises, and agrees never to sell, resist, deny or encumber any such title.
5. Licensee agrees to indemnify the Licensor, its elected officials, appointed officials, employees, and duly authorized agents against, and save them harmless from, all liability for damages to property, or injury to, or death of, persons, including the Licensor, its agents and employees, and including all costs and expenses incident thereto arising wholly or in part from, or in conjunction with, existence, construction, alteration, maintenance, repair, renewal, reconstruction, operation, use, or removal of the said Facility, to the extent such damage or injury is caused by the acts of Licensee, its agents or employees.

Licensee further agrees to indemnify, hold harmless and reimburse Licensor for costs incurred, including reasonable attorney's fees incurred in defending any suit brought against Licensor, its Mayor, City Council, and/or employees on account of any personal injuries, death, or damage to property, and to pay and satisfy any final judgment that may be rendered against the Licensor, its Mayor, City Council, and/or employees in any such suit or action.

6. The Licensor reserves the right to use, occupy, and enjoy the Facility in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by them. If any such use shall, at any time, necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the Licensor and the Licensor shall not be liable to said Licensee on-account thereof, or on account of any damage growing out of any use which the Licensor may make of its Facility. In addition to its right to revoke this License for cause, the Licensor shall have the right, at any time, to revoke this License without cause upon giving of **not less than sixty (60) days** notice in writing to the said Licensee, and at the expiration of the time limited by said notice or upon the express revocation of this License for any of the causes enumerated herein, the

Licensee shall promptly and in the manner directed by the City Council, through the City Manager, remove the Facility and each and every part thereof hereby authorized, from the licensed premises and leave said premises in the same condition in which it was before the installation of the Facility. If the Facility, or any portion thereof, is not removed within sixty (60) days of the receipt of the notice, or such additional time as may be granted in writing by the Licensor, then the Facility, or any part thereof, shall be considered to be abandoned and shall become the property of the Licensor. Upon the refusal or failure of Licensee to remove the Facility, when directed, the Licensor may remove said Facility, and each and every part thereof, and restore the premises to the same condition as before the granting of this License and the Licensee hereby agrees to pay the Licensor the cost of said removal of the Facility or any part thereof.

7. No assignment of this License or any interest therein and no sublicense for any purpose shall be made or granted by Lessee without the prior written consent of Lessor. Any assignment or sublicense in violation of this paragraph is void.
8. This License is granted to Licensee subject to all existing easements, rights-of-way, covenants, restrictions and reservations.
9. The waiver of any breach of any of the terms or conditions of this License shall be limited to the act, or acts, constituting such breach, and shall never be construed to be a continuing or permanent waiver of any of such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such individual waiver or any breach thereof.
10. LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE PREMISES ARE SAFE, HEALTHFUL, OR SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE PERMITTED TO BE USED UNDER THE TERMS OF THIS LICENSE, AND LICENSEE ACCEPTS THE LICENSED PREMISES "AS IS".
11. The Licensor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statutes Sections 1-39-101, et seq. The Licensor specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the CITY OF CASPER, WYOMING, has caused this License to be executed on the _____ day of _____, 2016.

APPROVED AS TO FORM:
(Midwest Urban Development, LLC)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

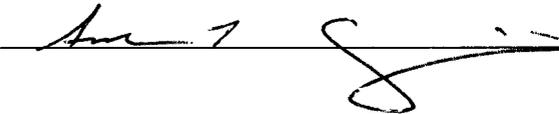
Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

THE UNDERSIGNED, the Licensee mentioned in the foregoing License, hereby accepts the same subject to the terms and conditions contained therein.

ATTEST:

Arthur Dale Boatright II
Midwest Urban Development, LLC





Title: Member

EXHIBIT "A"

Legal Description – Encroachment License

A parcel of land located within the platted right-of-way of South Ash Street, adjacent to and easterly from the easterly line of Lot 1, OYD No. 2 Subdivision, recorded as Instrument No. 966057 in the Natrona County Clerk's office in Casper, Wyoming, and located in the SE¼NW¼ of Section 9, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on the attached Exhibit "B" and more particularly described by metes and bounds as follows:

Commencing at a found brass cap located at the northeast corner said Lot 1 of the OYD No. 2 subdivision;

Thence S.00°40'23"E., along the east line of said Lot 1, 142.11 feet to the northwest corner of the parcel of land being described herein, being the Point of Beginning of this legal description;

Thence N.89°19'37"E., along the north line of this parcel of land, 3.00 feet to the northeast corner of this parcel of land;

Thence S.00°40'23"E., along a line that is 3.00 feet east of and parallel with the east line of said Lot 3, 40.00 feet to the southeast corner of this parcel of land;

Thence S.89°19'37"W., along the south line of this parcel of land, 3.00 feet to the southwest corner of this parcel of land, said point lies on the east line of said Lot 3;

Thence N.00°40'23"W, along the west line of this parcel of land and the east line of said Lot 3, 40.00 feet to the Point of Beginning.

The above described strip of land contains 120 square feet, and is subject to any other rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me following an actual survey of said parcel of land, and that on the basis of my information, knowledge and belief as a Professional Land Surveyor this description is true and correct.



M:\Land 2015\Survey_Dwg\15-274 OYD NO.2\EASEMENT.dwg, 1/30/2014, Jim

NE COR LOT 1

FND BC

S00°40'23"E
142.11'

N89°19'37"E
3.00'

P.O.B.

LICENSE PARCEL
120 SF

LOT 1
OYD NO. 2 SUBD.
INST NO. 966057

N00°40'23"W
40.00'

S00°40'23"E
40.00'

CONCRETE

BUILDING
ENCROACHMENT

4.1'
2.0'
1.9'

SE COR LOT 1

S89°19'37"W
3.00'

POWER
TRANS.

S00°40'23"E
67.69'

FND BC

SOUTH ASH STREET



I, JAMES F. JONES, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5529, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN DECEMBER, 2015, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



Exhibit "B"
ENCROACHMENT LICENSE SURVEY
Lot 1, OYD No. 2 Subdivision
Casper, Wyoming
December 10, 2015
W.O. 15-274

RESOLUTION NO. 16-71

A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH MIDWEST URBAN DEVELOPMENT, LLC TO INSTALL A CONCRETE RETAINING WALL WITHIN SOUTH ASH STREET RIGHT-OF-WAY.

WHEREAS, Midwest Urban Development, LLC has requested permission from the City to construct a concrete retaining wall within South Ash Street right-of-way; and,

WHEREAS, the City of Casper has determined that the use of said City-owned right-of-way will not unreasonably interfere with the use thereof by the City or the general public.

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 license agreement with Midwest Urban Development, LLC for the purpose of using certain City-owned rights-of-way for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing a retaining wall within South Ash Street Right-of-Way, more particularly described in said license agreement, and specifically subject to the conditions set forth therein.

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

February 5, 2016

MEMO TO: V.H. McDonald, City Manager 

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

SUBJECT: Agreement with WLC Engineering for the Washington Park Bleachers Project

Recommendation:

That Council, by resolution, authorize a contract for professional services with WLC Engineering for design and construction administration services related to the Washington Park Bleachers Project No. 15-70, in the amount of \$37,400.

Summary:

The concrete bleachers at the Washington Park Baseball field have deteriorated beyond repair. This project will remove the existing concrete bleachers and replace them with pre-cast concrete block walls and seating. Surface drainage from the parking lot and bleachers that impacts the playing field will also be addressed.

Under the terms of this agreement, WLC Engineering will provide the engineering services for the Washington Park Bleachers. The services include design, contract documents, bidding services, and construction administration.

Funding for the project will be from Optional One Cent #15 Sales Taxes allocated to Washington Park bleachers.

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 1st day of March, 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” or “Owner”).
2. WLC Engineering, 200 Pronghorn, Casper, Wyoming, 82601 (“Consultant”).

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

RECITALS

- A. The City is undertaking bleacher replacements at Washington Park.
- B. The project requires professional engineering services.
- 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 services as detailed in their proposal attached as Exhibit ‘A’.

2. **TIME OF PERFORMANCE:**

The design and bidding services of the Consultant shall be undertaken and completed on or before May 31, 2016. The construction administration services of the Consultant shall be undertaken and completed on or before October 31, 2016.

3. **COMPENSATION:**

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with the attached Exhibit A, not to exceed a ceiling amount of Thirty-Seven Thousand Four Hundred Dollars (\$37,400). Consultant's hourly rates used as a basis for payment mean salaries

and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable. Consultant's "2016 Fee Schedule" is attached as Exhibit 'B', and is hereby made a part of this contract.

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:

Walter Johnson

ATTEST:

By: Shane M. Port
Title: Secretary

CONSULTANT:
WLC Engineering
200 Pronghorn
Casper, Wyoming 82601

By: Jason L. Mullen
Title: VICE PRESIDENT

ATTEST:

By: _____
Tracey L. Belser
Title: City Clerk

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____
Daniel Sandoval
Title: Mayor

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision,

and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUB CONSULTANT:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

11.5 It is recognized by and between the parties to this Contract that the insurance requirements contained herein are the maximum liabilities which may be imposed under

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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



CASPER
 200 PRONGHORN
 CASPER, WY 82601
 P: 307-266-2524

January 20, 2016

Mr. Andrew Colling
 City of Casper Engineering Department
 200 N. David
 Casper, WY 82601
Submitted via email.

RE: Washington Park Baseball Field Bleacher Replacement, Professional Services Proposal

Mr. Colling:

Thank you for the opportunity to provide this proposal for design and construction services for the replacement of the bleachers at the Washington Park baseball field. Per our meeting onsite, it is our understanding that the City of Casper desires to remove the existing bleachers and concrete and replace them with terraced areas suitable for placing lawn chairs or spectators sitting directly on the terrace steps. We also identified two areas of concern with drainage. One area being around home plate and the other being runoff directed to existing buildings. We have a thorough understanding of the scope of work required to provide a successful project to the City of Casper.

We have used the following assumptions to prepare this proposal.

- The improvements will be constructed in the fall of 2016 after baseball season has ended.
- The improvements will take 8 weeks to construct.

Our scope of work and associated fees are presented below.

DESIGN SERVICES

Preliminary Survey

- Identify project control, based upon City of Casper coordinate system and vertical datum.
- Collect existing topography.
- Collect location of existing improvements.
- Collect location of visible utilities.
- Collect other items deemed necessary by WLC Designers.
- Compile survey information and prepare base map for design.

Prepare Demolition Plan

- Identify limits of removal.
- Identify items to be removed.
- Identify items to remain.

Site Design

- Prepare conceptual layout of site for submittal and review by the City of Casper.
- Prepare grading plan for improvements.
- Identify opportunities for drainage improvements (curb and gutter, area drains, etc.).
- Prepare drainage system design.

Terraced Seating Design

We are anticipating using large modular retaining wall blocks and concrete surfacing to create the terraced seating. We have teamed with Pillar Structural Engineering to provide the expertise in designing systems with modular retaining wall blocks. Their scope of work is presented below.

- General Notes and Specifications
- Retaining Wall/Terrace Elevation
- Retaining Wall/Terrace Layout Plan
- Wall/Terrace Cross Sections
- Typical Wall/Terrace Details
- Concrete Stair Details
- Provide Calculations in PDF (hardcopy available upon request)
- Provide Construction Drawings in PDF (hardcopy available upon request)

Construction Documents

- Prepare Wyoming Professional Engineer stamped Construction Drawings.
- Prepare Project Manual to include:
 - Typical City of Casper front end documents.
 - Bid schedule.
 - All Technical specifications, Supplementary Specifications and Special Provisions necessary for the scope of work.

Bidding

- Host pre-bid meeting.
- Prepare and distribute pre-bid meeting minutes.
- Prepare Addenda, as necessary.
- Respond to Bidder questions, as necessary.
- Tabulate bids and recommend award to the City of Casper.

Design Services Fee: \$22,400

CONSTRUCTION SERVICES

Construction Surveying*

- Engineering design staff compiles design information to be staked in the field.
- Provide control for contractor use.
- Provide staking for toe of bottom terrace.
- Provide staking for drainage inlets and piping.
- Provide staking for curbs and other drainage improvements.

**WLC will provide staking for each of the above items only once. If stakes are needlessly destroyed, WLC will notify the owner and will invoice additional time to replace the stakes. The owner will be responsible for these additional costs and it will be up to the owner to recover these costs from the contractor if necessary.*

Contract Administration

- Site visits by Project Engineer every other day to assess construction progress and maintain presence on project.
- Take photos and prepare diaries of construction activities for each site visit.
- Review material certifications for compliance with the specifications.
- Review all material testing results for compliance with the specifications.
- Coordinate and communicate between the Contractor and City of Casper representatives.
- Process applications for payment.
- Quantity verification.
- Attend weekly progress meetings.
- Compilation of all meeting notes for distribution.

Materials Testing

- Provide subgrade density testing.
- Provide structural backfill density testing.
- Provide base course density testing.
- Provide concrete field testing including air entrainment, slump, and temperature.
- Provide concrete compressive strength testing at 7 and 28 days.
- Coordinate testing with the Contractor.

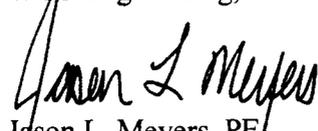
**WLC will provide materials testing only once. If retesting is required due to failing tests, WLC will notify the owner and will invoice additional time for the retests. Since WLC will not have a contract with the Contractor, the owner will be responsible for these additional costs and it will be up to the owner to recover these costs from the contractor if necessary.*

Construction Services Fee: \$15,000

The presented fees are a not to exceed value based upon our assumptions and the stated scope of work. We will invoice monthly for the time and materials used during that period. The above stated scope of work or schedule is modified, we will submit an amendment request to adjust our fees and schedule accordingly.

Please contact me with any questions concerning this proposal.

Sincerely,
WLC Engineering, Surveying, and Planning



Jason L. Meyers, PE
Principal



2016 FEE SCHEDULE

**DEDICATED TO CLIENTS.
DEFINED BY EXCELLENCE.**

Submitted to: City of Casper

Project: Washington Park

Submitted by: Jason Meyers

Date: 2/19/16

2016 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: November 1, 2015
LABOR CHARGES

Staff Type	Hourly Rate
Office Assistant	\$56.00
Clerical /Word Processor	\$62.50
Office Technician	\$68.50
Accounting Research Technician	\$74.00
Archivist	\$85.50
Technician I	\$62.50
Technician II	\$68.50
Engineering Technician I	\$85.50
Engineering Technician II	\$91.00
Engineering Technician III	\$102.50
Engineer I	\$102.50
Engineer II	\$114.00
Engineer III	\$125.00
Engineer IV	\$136.50
Engineer V	\$145.00
Project Manager	\$160.00
Senior Project Manager	\$175.00
Principal	\$199.00

Staff Type	Hourly Rate
Planning Technician	\$93.00
Drafting Technician I	\$79.50
Drafting Technician II	\$85.50
Drafting Technician III	\$91.00
Drafting Technician IV	\$98.50
Drafting Technician V	\$103.50
GIS Technician I	\$87.00
GIS Technician II	\$93.00
GIS Technician III	\$99.50
Surveying Technician I	\$74.00
Surveying Technician II	\$79.50
Surveying Technician III	\$85.50
Surveying Technician IV	\$97.00
Surveying Technician V	\$114.00
Surveyor (L.S.)	\$145.00
Grantsman	\$142.50
Assistant Grantsman	\$92.50

Equipment/Reimbursable	Fee per Unit
Vehicle	\$75.00 per day
Mileage	\$1.00 per mile
Per Diem	\$13.00 per unit
Meals	Cost + 10%
Lodging, travel, etc.	Cost + 10%
Computer Cad/GIS	\$31.75 per hour
Consultants	Cost + 10%
Subcontractors	Cost + 15%
Filing Fees/Recordings	Cost + 10%
3D Laser Scanner	\$150 per hour

Equipment/Reimbursable	Fee per Unit
Field/Office Materials (Int/ Ext)	Cost + 10%
Prints/Maps/Reproduction (Int/Ext)	Cost + 10%
Insurance (Addl. Insur., Waiver, RR)	Quote
Communications (Internal / External)	Cost + 10%
External Delivery	Cost + 10%
GPS (RTK – Hourly Charge)	\$76.00 per hour
Digital Level	\$23.00 per hour
UTV	\$145.00 per day
Robotic TS/Pathfinder – Hourly Charge	\$72.50 per hour
Total Station with Data Collector	\$28.50 per hour
Field/Office Equipment (External)	Cost + 15%

- All field charges begin at the time of departure and terminate at the time of return to the point of origin (the home office or place of lodging).
- Final invoiced amounts may vary from cost opinions because of variations in the time of performance, anticipated site conditions or changes in the scope of services.
- Work over forty (40) hours per week, on weekends or holidays, or beyond normal working hours, at the client's request or convenience, will be charged at a rate of 1.5 times the above fees.
- Payment is expected within 30 days after the invoice date.
- Please note our cost opinions are subject to change after 60 days.
- Fees and rates subject to change.
- Unless otherwise specified in the proposal Client safety requirements will be charged at an additional labor rate of 10%.

2016 MASTER FEE SCHEDULE – CONFIDENTIAL

EFFECTIVE DATE: November 1, 2015

MATERIAL TESTING RATES

Reimbursable	Fee per Unit	Reimbursable	Fee per Unit
* Standard Proctor Density Curve – A, B, C, D	*\$52.00 per test	* Resistance to Plastic Flow, Plant Mix	*\$252.00 per set of 3
* Modified Proctor Density Curve – A, B, C, D	*\$63.00 per test	* Resistance to Plastic Flow, Lab Mix	*\$345.50 per set of 3
* 1 Check Point Proctor – Method—A, B, C, D	\$17.50 per test	* Theoretical Maximum Specific Gravity Rice Test; Plant Mix	*\$89.50 per set of 3
* Nuclear Moisture Density (hour)	*\$20.00 per hour		
* Nuclear Moisture Density (day)	*\$125.00 per day	* Theoretical Maximum Specific Gravity Rice Test; Lab Mix	*\$181.00 per test
* Field Density Test – Sandcone	See Labor Charges		
Relative Density (Minimum/Maximum)	\$370.00 each	* Bulk Specific Gravity of Compacted Bituminous Mixtures	*\$50.00 per test
* Specific Gravity (Soil)	\$50.25 each	* Bulk Specific Gravity of Compacted Using Wax	See Labor Charges
		Extraction of Bituminous Mix (Chemical)	\$230.00 per test
* Moisture Test	\$20.00 per test	Extraction of Bituminous Mix (Oven)	\$153.00 per test
* Atterberg Limit Test	\$84.50 per test	Immersion Compression Test Plant Mix	\$615.00 per set of 3
* Sieve Analysis 1.5 -- #4 Sieve (6 or less)	\$51.50 per test	Immersion Compression Test Lab Mix	\$790.50 per set of 3
* Sieve Analysis #4 – 200 Sieve Incl. Wash (6 or less)	\$79.00 per test	Computation of % Air Voids, Voids in the Mineral Aggregate	Quote
* #200 Wash	\$39.75 per test	Ignition Oven Calibration	\$280.00 per mix change
* Additional Sieves	\$39.75 per sieve		
Hydrometer	\$170.00 each		
* California Bearing Ratio Test (1 Point)	*\$191.50 per test		\$1.00 per test & See Labor Charges
* California Bearing Ratio Test (3 Points)	*\$490.00 per test	* Mix Design – Asphalt	\$1.00 per test & See Labor Charges
Unconfined Compression Test	\$153.00 each	* Mix Design – Verification, Asphalt	Charges
* Hand Penetrometer Test	*\$13.00 each	* Field Lab	Cost + 10%
Consolidation/Swell Test	\$215.00 per test	* Large Shaker on Site	\$220.00 per day
Permeability Test	\$215.00 per test	* Small Shaker on Site	\$165.00 per day
		* Sample Bags	*\$1.75 each
* Organic Vapor Monitor (hour)	*\$20.25 per hour		
* Organic Vapor Monitor (day)	*\$131.00 per day	* Specific Gravity & Absorption (Coarse)	See Labor Charges
* Water Level Indicator (day)	*\$31.75 per day	* Specific Gravity & Absorption (Fine)	See Labor Charges
			\$1.00 per test & See Labor Charges
* Environmental Sampling Pump (hour)	*\$23.00 per hour	* % Crushed Particles (Fractured Faces)	Charges
			\$1.00 per test & See Labor Charges
* Environmental Sampling Pump (day)	*\$129.00 per day	* Flat & Elongated Particles	Charges
* Bailers	*\$13.50 each	* Aggregate Soundness (LA Abrasion)	\$191.50 each
* Asphalt Core Standard 4" Diameter up to 6" depth	*\$39.75 per core	* Sodium/Magnesium Sulfate (SAS) Test	\$423.50 each
* Concrete Core Standard 4" Diameter up to 6" depth	*\$56.75 per core	* SAS Test – Additional Sieves	\$98.50 each
* Asphalt Core – Other Sizes Available	*Quote	Fine Aggregate Angularity	\$219.00 each
* Concrete Core – Other Sizes Available	*Quote	* Unit Weight & Voids in Aggregate	*\$50.50 each
* Compressive Strength of Concrete Cores	*\$42.50 each		
* Cylinder Molds	*\$3.75 per mold	* Rock Correction	See Labor Charges
* Cylinder Breaks – Concrete, Mortar, Grout	*\$21.25 each	Sand Equivalent (set of 3)	\$340.00 per set
* Concrete, Mortar, Grout Cubes 2 x 2	*\$28.50 per cube	* Flow Meter Trailer	*\$285.00 per Test
* Epoxy Cubes or 3" x 6" Cylinders	*\$39.50 each		
	\$1.00 per test & See Labor Charges	Materials Testing (internal, external or not listed)	Cost + 15%
* Mix Design – Concrete	See Labor Charges	Soil Resistivity	\$142.00 each
* Air, Slump Tests, and Unit Weight	See Labor Charges		
* Sample Preparation, Field Sampling And Transportation	See Labor Charges		

1. Tests are done to applicable ASTM and/or AASHTO and/or ACI standards.
2. *Labor charges additional to stated rate.

RESOLUTION NO. 16-72

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING FOR THE WASHINGTON PARK BLEACHERS PROJECT.

WHEREAS, the City of Casper desires to secure a consulting engineering firm to provide engineering services for the bleacher replacements at Washington Park; and,

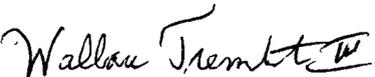
WHEREAS, WLC Engineering, is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract with WLC Engineering, for the engineering services more specifically delineated in the contract for professional services.

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 contract, for a total amount not to exceed Thirty-Seven Thousand Four Hundred Dollars (\$37,400).

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

March 1, 2016

MEMO TO: V.H. McDonald, City Manager

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

SUBJECT: Contingency and Development Agreement with Nalco FabTech, LLC, Casper Area Economic Development Alliance, Inc., Economic Joint Powers Board, and the City of Casper for a new sanitary sewer main as part of the 33 Mile Sanitary Sewer project

Recommendation:

That Council, by resolution, execute a Contingency and Development Agreement with Nalco FabTech, LLC (FabTech), Casper Area Economic Development Alliance, Inc. (CAEDA), Economic Joint Powers Board (EDJPB), and the City of Casper for a new sanitary sewer main as part of the 33 Mile Sanitary Sewer project.

Summary:

The 33 Mile Sanitary Sewer Project installs a new sanitary sewer main from 33 Mile Road, serving businesses in the area, connecting it to the City of Casper's sewer main at the Natrona County International Airport. Casper Area Economic Development Alliance, Inc. (CAEDA) was awarded a Wyoming Business Council Business Readiness Grant to fund the project with FabTech providing the required matching funds. The City of Casper will own, operate, and maintain the system once construction is complete and accepted by City staff.

The purpose of this agreement is to define the duties and responsibilities of the participating entities for the Wyoming Business Council (WBC) Business Ready Community Business Committed grant award (BRC) for the construction of the sewer main. The development of the sewer facility is dependent upon the EDJPB receiving and executing a BRC grant agreement.

A resolution is prepared for Council's consideration.

CONTINGENCY AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between Nalco FabTech, LLC, (hereinafter FabTech), the Casper Area Economic Development Alliance, Inc. (hereinafter CAEDA), the Economic Development Joint Powers Board (hereinafter EDJPB) and the City of Casper, Wyoming (hereinafter City) to become effective once the grant agreement is signed between the EDJPB and the Wyoming Business Council.

Purpose: The purpose of this agreement shall be to define duties and responsibilities for Wyoming Business Council (WBC) Business Ready Community Business Committed grant award (BRC) for the construction of a sewer along U.S. Highway 20/26 west of the Casper/Natrona County International Airport.

PROJECT DESCRIPTION

This project is for the construction of a sewer system (the “project”) along U.S. Highway 20/26 west of the Casper/Natrona County International Airport.

Term: This contract shall take effect on the first day of the receipt of an executed grant agreement.

Section 1 - General Understanding:

By entering into this agreement, FabTech, CAEDA, EDJPB, and the City understand that the facility development is dependent upon the EDJPB receiving and executing a BRC Grant Agreement.

Section 2 – Nalco FabTech Responsibilities:

By entering into this agreement, Nalco FabTech agrees:

- 2.1 To act as the committed business for purposes of the grant application to the Wyoming Business Council.
- 2.2 To provide the cash and in-kind matches for the project, which total \$256,630.00.
- 2.3 To ensure that the project will create 60 new jobs during the next three years, the salaries of which exceed the current median wage for all jobs in Natrona County, Wyoming.
- 2.4 Cost overruns necessary to successfully completing the project will be borne solely by FabTech. Cost overruns necessitated by changes (change orders) to the established and approved scope of the project will be paid for in the manner negotiated prior to the work being undertaken.
- 2.5 To undertake responsibility for preparation of documentation required for post grant monitoring and evaluation, including but not limited to: job retention/creation; net annual payroll; and total capital investment.

Section 3 – City of Casper Responsibilities:

By entering into this agreement, the City of Casper agrees:

- 3.1 That upon issuance, pursuant to Section 16.28.050 of the Casper Municipal Code, of a “letter of acceptance” by the City’s Public Services Director, the City will assume ownership and the responsibility for the operation and maintenance of the project. CAEDA shall be responsible for the maintenance, repair and replacement of the project until the City issues its “letter of acceptance.”
- 3.2 The City will sign a separate agreement at the time the ownership of the project is transferred to the City.
- 3.3 Any recipient(s) of the sewer services resulting from this project shall be required to enter into an “Outside Sewer Service Agreement” with the City.

Section 4 – CAEDA Responsibilities:

By entering into this agreement, CAEDA agrees:

- 4.1 To ensure that, upon conclusion of construction, the Construction Administration Consultant shall certify that the improvements thereof have been constructed in accordance with plans and specifications approved by the Public Services Director of the City. The certification by the Consultant and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before any connection to the new system is allowed.
- 4.2 To publicly advertise and solicit bids for construction of the project in accordance with state, city, and grant requirements. The Contractor selected by CAEDA shall construct the project. All work shall be in accordance with plans and specifications to be prepared by CAEDA’s engineer and approved in writing by the City’s Public Services Director. The sewer system shall include two gravity sewer sections, a sewage lift station, and a sewer force main (being Option A of the preliminary design of this project.)
- 4.3 To maintain, repair, and replace all improvements that fail within the eighteen (18) month warranty period after the issuance of a letter of completion by the City’s Public Services Director pursuant to Section 16.28.050 of the Casper Municipal Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. The Contractor selected by CAEDA shall provide a construction bond acceptable to CAEDA for the full cost of the project and the performance of the sewer line as identified in paragraph 4.4, and will include all work done on the project by all subcontractors, and shall remain in effect through the 18 month warranty period identified in this paragraph. In the event CAEDA fails to maintain, repair, or replace said improvements, City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and CAEDA agrees to pay for any cost incurred thereby. Maintenance, repair, or

replacement by the City does not relieve CAEDA from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

- 4.4 To protect manhole covers and rings from damage in the course of constructing the line. The Contractor, on CAEDA's behalf shall adjust such manhole rings and covers to finished grade. The Contractor, on CAEDA's behalf shall be solely responsible for repair or replacement of the manhole covers and rings to the City's Public Services Director's satisfaction until acceptance of the same by the City in the manner stated herein. The Contractor and CAEDA agree to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer line. Said obligation shall continue until the sewer line is accepted by the Public Services Director by issuance of a "letter of acceptance" as set forth above.
- 4.5 To obtain all necessary sewer easements, in forms acceptable to the City, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing sewer lines and other appurtenances for the project.
- 4.6 To submit "as-built" record documents for the project to the City. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format, AutoCAD format, and GIS format as specified by the City. Record documents shall be submitted on CDs, or other media as directed by the City, labeled as "Record Drawings" and include the project name, City of Casper project number and date.
- 4.7 To undertake the responsibility for administration of grant proceeds as required by the Wyoming Business Council (WBC) under the terms of the grant.
- 4.8 To create and provide all necessary reporting documents for the EDJPB.
- 4.9 To keep appropriate and complete records of transactions relative to the Project.
- 4.10 To keep the EDJPB, the City, and FabTech informed of all matters regarding the Project and give regular reports to the EDJPB and the City about the Project.

Section 5 – EDJPB Responsibilities:

- 5.1 EDJPB agrees to be the applicant for the WBC business committed grant.
- 5.2 To notify the Wyoming Business Council that CAEDA is the designated community development organization with respect to the administration of the grant.
- 5.3 To forward any and all documentation received from the Wyoming Business Council or others regarding this project to CAEDA in a timely manner.
- 5.4 To ensure that CAEDA properly administers the grant as per WBC requirements.

MUTUAL AGREEMENTS

Section 1 - Good Faith:

The City, CAEDA, EDJPB, and FabTech will make every effort, sign all documents, and undertake all acts which are reasonably necessary to timely perform and carry out their responsibilities set forth in this Agreement, and to comply with grant requirements.

Section 2 - Contingent Agreement:

This Agreement is contingent upon receipt of the Grant funds by the EDJPB and is intended to meet the first level of convincing evidence of development as required by the BRC program. The parties agree that nothing in this Agreement shall be construed to mean that the EDJPB and other signatories on this development agreement are obligated to proceed with the project if it does not receive the requested Grant funding from the WBC. In the event that a BRC grant is not awarded, this agreement shall be null and void ab initio, as of the date upon which the parties are notified that the grant will not be awarded

Section 3 - Effective Date – Termination:

This Agreement shall be effective as of the ____ day of _____, 2016 and shall continue until the employment and capital investment requirements have been met, and the City has issued its “letter of acceptance” for the project, at which time the contract shall terminate. All parties agree to provide for and create necessary reports until the project has been closed out by the Wyoming Business Council.

Section 4 - Governmental Immunity:

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

Section 5 - Successors and Assigns:

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the parties respectively and their partners, successors, assigns, and legal representatives.

Section 6 - Legal Relations:

All parties hereto shall comply with all Federal, State and local laws and ordinances applicable to the work to be done. This agreement is to be governed by the laws of the State of Wyoming.

Section 7 - Attorney's Fees and Costs:

Each party to this agreement shall be solely responsible for any and all of their own attorney fees or costs that may be incurred resulting from this agreement or the construction or operation of the project.

Section 8 - Modification and Amendments:

Any amendment or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this contract.

SO AGREED, as of the date written above.

EDJPB:



3-1-2016

Title: EDJPB Chairman

Date

Nalco FabTech, LLC:



3-4-16

Title: President

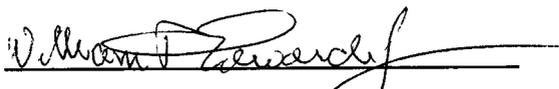
Date

City of Casper, Wyoming:

Daniel Sandoval
Title: Mayor

Date

CAEDA:


Title: President + CEO

3-1-2016

Date

APPROVAL AS TO FORM

I have reviewed the attached *Contingency and Development Agreement between Nalco FabTech, LLC, CAEDA, EDJPB and the City of Casper*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 2/18, 2016



William C. Luben
City Attorney

RESOLUTION NO.16-73

A RESOLUTION AUTHORIZING A CONTINGENCY AND DEVELOPMENT AGREEMENT WITH NALCO FABTECH, LLC, CASPER AREA ECONOMIC DEVELOPMENT ALLIANCE, INC., THE ECONOMIC DEVELOPMENT JOINT POWERS BOARD, AND THE CITY OF CASPER FOR A NEW SANITARY SEWER MAIN AS PART OF THE 33 MILE SANITARY SEWER PROJECT.

WHEREAS, this agreement shall define duties and responsibilities for Wyoming Business Council (WBC) Business Ready Community Business Committed grant award; and,

WHEREAS, the facility development is dependent upon the Economic Development Joint Powers Board receiving and executing a BRC Grant Agreement;

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 a Contingency and Development Agreement for the sanitary sewer main as part of the 33 Mile Sanitary Sewer Main Project.

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

March 1, 2016

MEMO TO: V.H. McDonald, City Manager 

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

SUBJECT: Change Order No. 3 with Haselden Wyoming Constructors, LLC
Recreation Center Facility Upgrades, Project 14-51

Recommendation:

That Council, by resolution, authorize Change Order No. 3 to the agreement with Haselden Wyoming Constructors, LLC, for the Recreation Center Facility Upgrades Project, for a price increase of \$25,109.30.

Summary:

Haselden Wyoming Constructors, LLC, is under contract with the City of Casper for the Recreation Center Facility Upgrades Project.

During demolition, the existing racquetball wall material was to be removed and salvaged for re-use as a wall substrate during final construction. The contractor was unable to salvage enough usable material and encountered time delays trying to remove the material with caution. The decision was made to scrap the material and use new MDF board as a substrate for a cost of \$7,316.59.

Several other items were added to the scope of work, including a roof access ladder, sheet vapor retarder and moisture emission admixture for new concrete slabs, additional water proofing membrane in the men's steam room, and auto air valves on rooftop heating and cooling units for a total cost of \$20,792.71. Additionally, the City was granted a cost deduction of \$3,000 for an alternate wood plank ceiling installed in the playroom.

Staff has reviewed the change order request and finds the price increase of \$25,109.30 to be reasonable. It is recommended that the contract be extended twenty (20) working days due to time spent attempting to salvage the building material and the altered scope of work.

The cost of this Change Order will come from project contingency funds, leaving a balance of \$17,108.41. With approval of this change order, the contract will increase from \$1,381,283.50 to \$1,406,392.80 and the contract time will be increased by twenty (20) working days.

A resolution is prepared for Council's consideration.



CHANGE ORDER

PROJECT: CoC - Recreation Center Renovation

#: **GSG 1944**

CO #: **3**

Owner
 Contractor

Architect
 Consultant

Other

DATE: 2/23/16
CONTRACT DATE: 6/16/15
BY: Shane Cates

You are hereby directed to make the following change(s) in this Contract:

- | | |
|--|--------------------|
| 1. Drywall Subcontractor material costs for MDF board to replace damaged PLAM racquetball court panels originally scheduled as "remove & replace." Reference XPCI 008 and attached receipts. | \$7,316.59 |
| 2. Add roof access ladder (reference XPCI 009). | \$2,771.44 |
| 3. Add for sheet vapor retarder and moisture vapor emission admixture (reference XPCI 011). | \$13,366.08 |
| 4. Add for Kerdi DS waterproofing in men's steam room (ref XPCI 013). | \$3,902.18 |
| 5. Add for auto air valves (reference XPCI 014). | \$753.01 |
| 6. Deduct for wood plank ceiling in Playroom 142 (reference XPCI 016). | (\$3,000.00) |
| 7. Add 20 working days to contract time per CoC direction on 2/23/16. | |
| TOTAL ADD | \$25,109.30 |

Not valid until signed by the Owner, Architect and Contractor.

The original Contract Sum was	\$	1,352,242.00
Net change by previously authorized Change Orders	\$	29,041.50
The Contract Sum prior to this Change Order was	\$	1,381,283.50
The Contract Sum will be (increased) by this Change Order in the amount of	\$	25,109.30
The new Contract Sum including this Change Order.....	\$	1,406,392.80
The Contract Time will be increased by:		(20) days.
The Date of Substantial Completion as of the date of this Change Order therefore is:		28-Jan-2016

NOTE: This summary does not reflect changes in the Contract Time or Contract Sum which have been authorized by Construction Change Directive.

GSG Architecture	Haselden Construction	City of Casper, Wyoming
ARCHITECT	CONTRACTOR	OWNER
606 South David Street Casper, WY 82601	6000 E. 2nd Ave., Ste 1002 Casper, WY 82609	200 N. David St., Casper, WY 82601
Address	Address	Address

BY <u>Shane Cates, NCARB, Proj. Mgr.</u>	BY <u>Brian Livingston, Senior Proj. Mgr.</u>	BY <u>Daniel Sandoval, Mayor</u>
DATE <u>2/26/16</u>	DATE <u>2-24-16</u>	DATE _____
Signature <u>[Signature]</u>	Signature <u>[Signature]</u>	Signature _____

Haselden Construction
6000 E. 2nd Ave., Suite 1002
Casper, WY 82609
(307) 234-9771
www.haselden.com



December 28, 2015

Andrew Colling
City of Casper
200 N. David Street
Casper, WY 82601

Reference: XPCI 008 – P-lam Racketball Panels Demo and Replacement Material

Dear Andrew,

Haselden Construction experienced slower than anticipated demolition due to the Racketball Court Plastic Laminate panels being glued to the studs. As a result we spent 10 days trying to salvage panels before the decision was made to abandon salvaging the panels and to replace the material. Therefore Haselden requests the below noted schedule extension and agrees to supply the replacement material for the non-salvageable plastic-laminate panels for the Casper Rec Center project for the lump sum of Seven Thousand, Three Hundred Sixteen dollars and Fifty Nine Cents (\$7,316.59).

Per your request the breakdown of costs is as follows:

Drywall Subcontractor costs:	\$4,017.59 (receipts)
Drywall Subcontractor OH&P:	\$382.41
Haselden costs:	\$2,200.00
Haselden Insurances, bond, and fee:	\$716.59
Total cost:	\$7,316.59

This change in scope adjusts the schedule for the project by Ten (10) working days. The time adjustment is made to account for the extra time needed to demo the glued on panels due to the unknown attachment of the panels at Bid time.

Sincerely,

HASELDEN CONSTRUCTION



Kirk Coppinger
Project Manager

/HE

Attachment: subcontractor proposal



BLUELINE CONSTRUCTION, INC.

QUALITY & INTEGRITY

12-07-2015

Attn: Kirk Coppinger (Haselden Construction)

From: Javier Reyes

Project:

Casper Recreation Center Renovation-1801 E. 4th St. Casper, WY

Bid for:

Furnish and install 105 sheets of 4 X 8 X 3/4" MDF plywood at the weight and fitness rooms to replace demo plywood.

Material Cost-----	\$4,400.00
Labor Cost-----	\$5,355.00
Total-----	\$ 9,755.00

Inclusions:

Cleaning all studs after demo, trash disposal and clean up.

Exclusions:

Backing, lifts,demo,dumpster,vapor barriers.

All work will be completed in a professional and workmanlike manner.

All work carries a 1 year workmanship warranty.

Any question or clarifications please call Javier at 307-247-4285

Sent By: _____

- **Confidentiality Notice:** The documents accompanying this telecopy transmission contained confidential information, which is legally privileged. The information is intended only for the use of the recipient named above. If you have received this telecopy in error, please immediately notify us. Disclosure, copying, distribution of, the taking of any action in reliance on the contents of this telecopy information is strictly prohibited



Pro-Build

PRO-BUILD

4800 E YELLOWSTONE
EVANSVILLE, WY
(307) 237-8788

82636-0530

CHARGE INV. 858371
eMAIL DATE 12/01/2015 2:29 PM 1

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BLUELINE CONSTRUCTION INC
MISC JOBS ACCOUNT
2008 CY AVE
CASPER, WY 52604-3442

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CASPER REC CENTER
1801 E 4TH
TALK TO DANIEL

ORD: ARTURO

ACCOUNT 920-00003370-001

SELLING STORE 920 SHIPPING STORE 920 SALES PERSON 16 CHRISTOPHER WATSON OUR ORDER 1076677 CUST. P.O. 1521
8 BOB A.

DUE DATE: 1/15/2016
INV TERMS: CHARGE DUE 15TH

QUANTITY ORDERED	QUANTITY SHIPPED	LOCATION	ITEM NUMBER	DESCRIPTION	UNIT EXT /UM	UNIT PRICE	EXTENDED PRICE
52	52EA		MDF34	3/4 4X8 MDF	52EA	36.35	1,890.20 T

PO MUST BE A NUMBER NOT A WORD PER JOE

DATE DELIVERED 12/01/2015	RECEIVED BY X	WGT 5034#	NET SALE 1890.20	TAXABLE SALE 1890.20	TAX % 5.00	TAX 94.51	TOTAL 1,984.71
DELIVERED BY 94	LOADED BY X 94	CHECKED BY X					

TERMS OF SALE

- All charge purchases are due for payment as indicated by the invoice due date. This statement is offered as a convenience for all charge purchases made during the previous month. This credit is not a monthly payment plan or a revolving type credit plan.
- All product returns must be made within 60 days from original sale and must be accompanied by a sales receipt.
- While a FINANCE CHARGE is added to your account if the balance is not paid by the invoice due date, such extensions of credit are not encouraged. To avoid FINANCE CHARGES and to comply with the Pro-Build credit policy, your balance must be paid in full by the invoice due date.
- FINANCE CHARGES are computed by a periodic rate of 1 1/2% per month which is an ANNUAL PERCENTAGE RATE of 18%.
- The FINANCE CHARGE will be assessed on any past due unpaid balance after deduction of current payments, credits and allowances. The minimum monthly FINANCE CHARGE is \$.50.



PRO-BUILD

4800 E YELLOWSTONE
EVANSVILLE, WY
(307) 237-8788

82636-0530

CHARGE INV. 858507
eMAIL DATE 12/08/2015 2:30 PM 1

SOLD TO

BLUELINE CONSTRUCTION INC
MISC JOBS ACCOUNT
2008 CY AVE
CASPER, WY 52604-3442

SHIP TO

1801 E. 4TH
CASPER REC CENTER
CALL ARTURO BEFORE
267-1408
ORD: ARTURO

ACCOUNT 920-00003370-001

SELLING STORE 920	SHIPPING STORE 920	SALES PERSON 16	CHRISTOPHER WATSON	OUR ORDER 1076817	CUST. P.O. 1528
			8 BOB A.		

DUE DATE: 1/15/2016

INV TERMS: CHARGE DUE 15TH

QUANTITY ORDERED	QUANTITY SHIPPED	LOCATION	ITEM NUMBER	DESCRIPTION	UNIT EXT / UM	UNIT PRICE	EXTENDED PRICE
30	30EA		MDF34	3/4 4X8 MDF	30EA	36.35	1,090.50 T

PO MUST BE A NUMBER NOT A WORD PER JOE

DATE DELIVERED 12/08/2015	RECEIVED BY X	WGT 2904#	NET SALE 1090.50	TAXABLE SALE 1090.50	TAX % 5.00	TAX 54.53	TOTAL 1,145.03
DELIVERED BY 94	LOADED BY X 92	CHECKED BY X					

TERMS OF SALE

- All charge purchases are due for payment as indicated by the invoice due date. This statement is offered as a convenience for all charge purchases made during the previous month. This credit is not a monthly payment plan or a revolving type credit plan.
- All product returns must be made within 60 days from original sale and must be accompanied by a sales receipt.
- While a **FINANCE CHARGE** is added to your account if the balance is not paid by the invoice due date, such extensions of credit are not encouraged. To avoid **FINANCE CHARGES** and to comply with the Pro-Build credit policy, your balance must be paid in full by the invoice due date.
- **FINANCE CHARGES** are computed by a periodic rate of 1 1/2% per month which is an **ANNUAL PERCENTAGE RATE** of 18%.
- The **FINANCE CHARGE** will be assessed on any past due unpaid balance after deduction of current payments, credits and allowances. The minimum monthly **FINANCE CHARGE** is \$.50.



PRO-BUILD

4800 E YELLOWSTONE
EVANSVILLE, WY 82636-0530
(307) 237-8788

CHARGE INV. 858310
eMAIL DATE 11/25/2015 2:29 PM 1

SOLD TO

BLUELINE CONSTRUCTION INC
MISC JOBS ACCOUNT
2008 CY AVE
CASPER, WY 52604-3442

SHIP TO

CASPER REC CENTER
1801 EAST 4TH STREET
CALL ARTURO BEFORE
DELIVERY 267-1408
ORD: ARTURO

ACCOUNT 920-00003370-001

SELLING STORE 920	SHIPPING STORE 920	SALES PERSON 16 CHRISTOPHER WATSON 8 BOB A.	OUR ORDER 1076600	CUST. P.O. 1521
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DUE DATE: 12/15/2015
INV TERMS: CHARGE DUE 15TH

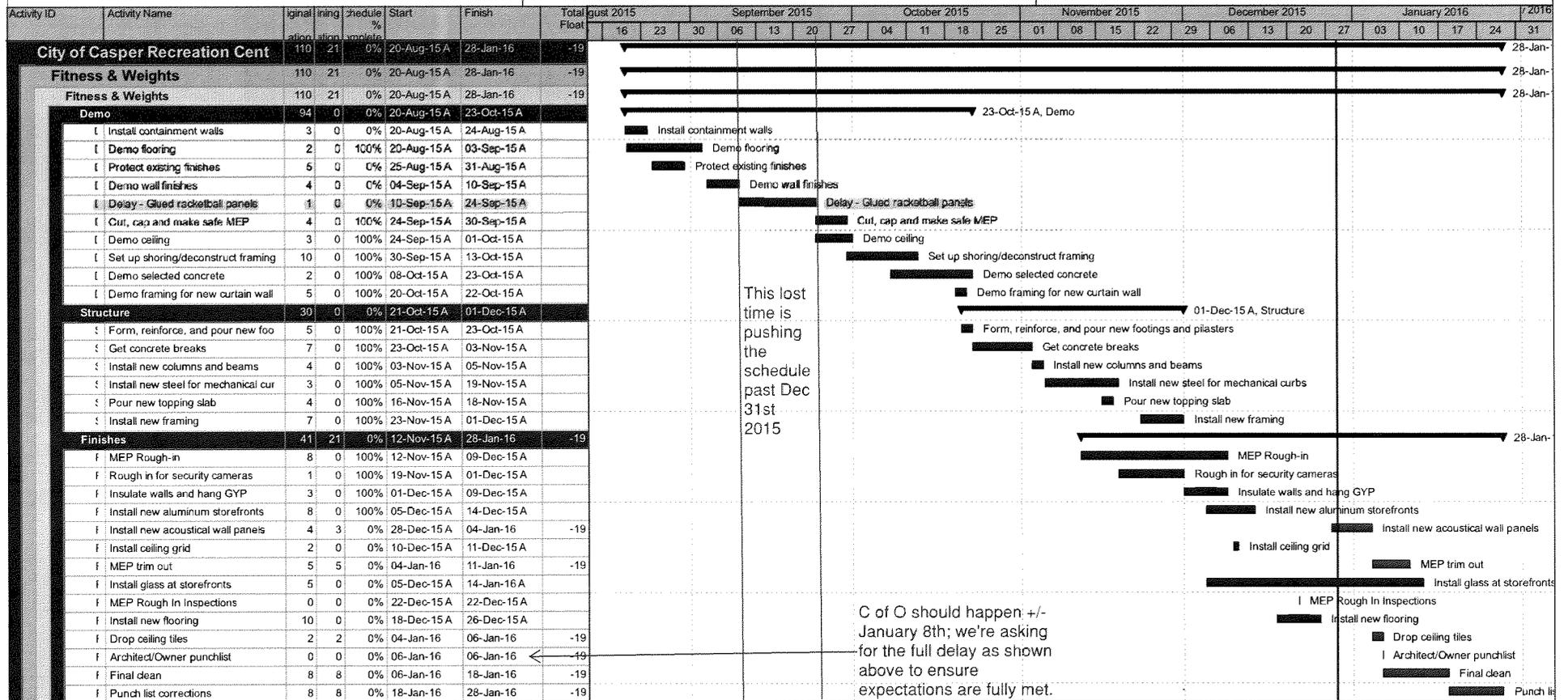
QUANTITY ORDERED	QUANTITY SHIPPED	LOCATION	ITEM NUMBER	DESCRIPTION	UNIT EXT /UM	UNIT PRICE	EXTENDED PRICE
23	23EA		MDF34	3/4 4X8 MDF	23EA	36.35	836.05 T
1	1EA		DEL99	DELIVERY CHARGE	1EA	10.00	10.00

PO MUST BE A NUMBER NOT A WORD PER JOE

DATE DELIVERED 11/25/2015	RECEIVED BY X	WGT 2226#	NET SALE 846.05	TAXABLE SALE 836.05	TAX % 5.00	TAX 41.80	TOTAL 887.85
DELIVERED BY 92	LOADED BY X 16	CHECKED BY X					

TERMS OF SALE

- All charge purchases are due for payment as indicated by the invoice due date. This statement is offered as a convenience for all charge purchases made during the previous month. This credit is not a monthly payment plan or a revolving type credit plan.
- All product returns must be made within 80 days from original sale and must be accompanied by a sales receipt.
- While a **FINANCE CHARGE** is added to your account if the balance is not paid by the invoice due date, such extensions of credit are not encouraged. To avoid **FINANCE CHARGES** and to comply with the Pro-Build credit policy, your balance must be paid in full by the invoice due date.
- **FINANCE CHARGES** are computed by a periodic rate of 1 1/2% per month which is an **ANNUAL PERCENTAGE RATE** of 18%.
- The **FINANCE CHARGE** will be assessed on any past due unpaid balance after deduction of current payments, credits and allowances. The minimum monthly **FINANCE CHARGE** is \$.50.



Haselden Construction
6000 E. 2nd Ave., Suite 1002
Casper, WY 82609
(307) 234-9771
www.haselden.com



January 5, 2016

Andrew Colling
City of Casper
200 N. David Street
Casper, WY 82601

Reference: XPCI 009 – Roof Access Ladder

Dear Andrew,

Haselden Construction agrees to perform the Roof Access Ladder for the Casper Rec Center project for the lump sum of Two Thousand, Seven Hundred Seventy One Dollars and Forty Four Cents (\$2,771.44).

Per your request the breakdown of costs is as follows:

Subcontractor costs:	\$2,500.00
Insurances, bond, and fee:	\$271.44
Total cost:	\$2,771.44

This change in scope will be completed outside the project schedule at a time mutually coordinated by the contractor/subcontractor and the City Rec Center staff.

Sincerely,

HASELDEN CONSTRUCTION



Kirk Coppinger
Project Manager

/HE

Attachment: subcontractor proposal

Kirk Coppinger

From: Jared Farrand
Sent: Wednesday, December 30, 2015 2:17 PM
To: Kirk Coppinger
Subject: Fwd: Ladder

Jared Farrand
Superintendent
Haselden Wyoming Constructors
jaredfarrand@haselden.com
307-258-0332
Sent from my iPhone

Begin forwarded message:

From: Tom Ellis <tom@peppertank.com>
Date: December 30, 2015 at 1:57:34 PM MST
To: 'Jared Farrand' <JaredFarrand@haselden.com>
Subject: Ladder

The ships ladder would be \$2500.00 for painted carbon steel or \$3500 for plain aluminum.
Please see our original proposal for terms, conditions inclusions and exclusions.
Thank you,

Tom Ellis
Pepper Tank
Phone 307-234-3533
Fax 307-237-1204

This electronic transmission is strictly confidential and intended solely for the addressee. If you are not the intended addressee, you must not disclose, copy or take any action in reliance of this transmission. If you have received this transmission in error it would be helpful if you could notify the individual who sent the message from Haselden Construction as soon as possible.

Haselden Construction
6000 E. 2nd Ave., Suite 1002
Casper, WY 82609
(307) 234-9771
www.haselden.com



January 5, 2016

Andrew Colling
City of Casper
200 N. David Street
Casper, WY 82601

Reference: XPCI 011 – Vapor Retarder

Dear Andrew,

Haselden Construction agrees to perform the vapor retarder as required by the vapor testing for the new flooring over green concrete for the Casper Rec Center project for the lump sum of Thirteen Thousand, Three Hundred Sixty Six dollars and Eight Cents (\$13,366.08).

Per your request the breakdown of costs is as follows:

Costs per unit price:	\$12,057.00
Insurances, bond, and fee:	\$1,309.08
Total cost:	\$13,366.08

This scope is completed.

Sincerely,

HASELDEN CONSTRUCTION



Kirk Coppinger
Project Manager

/HE

Haselden Construction
6000 E. 2nd Ave., Suite 1002
Casper, WY 82609
(307) 234-9771
www.haselden.com



January 13, 2016

Andrew Colling
City of Casper
200 N. David Street
Casper, WY 82601

Reference: XPCI 013 – Kerdi DS

Dear Andrew,

Haselden Construction has performed the additional Kerdi DS system in the men's sauna for the Casper Rec Center project for the lump sum of Three Thousand Nine Hundred, Two Dollars and Eighteen Cents (\$3,902.18).

Per your request the breakdown of costs is as follows:

Subcontractor costs:	\$3,520.00
Insurances, bond, and fee:	\$382.18
Total cost:	\$3,902.18

This change is complete so there is no schedule impact.

Sincerely,

HASELDEN CONSTRUCTION



Kirk Coppinger
Project Manager

/HE

Attachment: subcontractor proposal



Beautiful. Made Affordable.™

ESTIMATE JE008593-001
CARPET ONE COMMERCIAL FLOORING
3418 E PERSHING BLVD
CHEYENNE, WY 82001
(307) 632-6449 Fax (307) 634-9017

JE008593-001

ESTIMATE Date 10/19/15

CLIENT

HASELDEN CONSTRUCTION
6950 POTOMAC STREET
CENTENNIAL, CO 80112

PROJECT

CASPER RECREATION CENTER
1801 EAST 4TH STREET
CASPER, WY 82601

Main Phone
303-751-1478

Job Phone

Salesperson 1
NILES, JORDAN

MODEL
COMMERCIAL

Salesperson 2
BOMHOFF, TRACY

Job Name

Table with columns: Area, Style/Item, Color/Desc, UOM, Qty, Price, Total. Includes sub-totals for LABOR (1,492.60) and MATERIALS (2,027.40).

Casper Recreation Center Renovation
City of Casper Project NO. 14-51

Supply and install Kerdi- DS in steam shower over Kerdi-Board to meet manufacturers steam room assembly for a continuous use steam room , per RFI-9. Quote includes Kerdi-DS waterproofing membrane, additional labor to install Kerdi-DS and Laticrete 317 thin-set for installation.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Commercial Flooring is authorized to do the work as specified. Payment will be made as outlined.
Customer Signature _____ Date _____

Haselden Construction
6000 E. 2nd Ave., Suite 1002
Casper, WY 82609
(307) 234-9771
www.haselden.com



January 9, 2016

Andrew Colling
City of Casper
200 N. David Street
Casper, WY 82601

Reference: XPCI 014 – PR #6 Automatic Air Vents

Dear Andrew,

Haselden Construction agrees to perform the PR #6 upgrading the manual air vents to automatic air vents on the new HVAC units for the Casper Rec Center project for the lump sum of Seven Hundred, Fifty Three Dollars and One Cent (\$753.01).

Per your request the breakdown of costs is as follows:

Subcontractor costs:	\$679.26
Insurances, bond, and fee:	\$73.75
Total cost:	\$753.01

This change in scope will be completed outside the project schedule at a time mutually coordinated by the contractor/subcontractor and the City Rec Center staff. It is anticipated that this will be prior to final completion which is scheduled to be close of business Monday February 15th 2016.

Sincerely,

HASELDEN CONSTRUCTION



Kirk Coppinger
Project Manager

/HE

Attachment: subcontractor proposal



P.O. Box 485
 Casper, WY 82602
 Phone: (307) 473-8448
 Fax: (307) 235-7959

Change Order Request

T21521 – Casper Recreation Center Renovation Project

COR Subject: Automatic Air Vents

To Kirk Coppinger
 Haselden Construction

COR Number: T21521-5
COR Revision Number: 0
 COR Date: 1/8/2016
 Work Type : Price / Do Not Proceed
 Owner COR No : PR#6

Return To Veronica Richardson
 CK Mechanical
 PO Box 485
 Casper, Wyoming 82602
 3074738448

This COR is valid for 5 Days.

Details

<i>Lines</i>								
Line No	Code	Description	Type	Cost / Rate	Qty / Hrs	Workers	Notes	Price
001		Journeyman Plumber - Drain out	Labor	\$80.000	1.00	2.000		\$160.00
002		Journeyman Plumber- Install vents	Labor	\$80.000	1.00	2.000		\$160.00
003		#67 autovents	Material	\$23.780	6.00	-		\$142.68
004		1/4X1/8 Bushings	Material	\$0.960	6.00	-		\$5.76
005		1/4X2 Nipples	Material	\$4.520	12.00	-		\$54.24
006		1/4" Ball Valve	Material	\$11.330	6.00	-		\$67.98

Breakout

Labor : \$320.00
 Gross Margin Percent @ 7.5%: \$24.00
 Overhead Percent @ 7.5%: \$24.00
 Material : \$270.66

<i>Gross Margin Percent @ 7.5%:</i>	\$20.30
<i>Overhead Percent @ 7.5%:</i>	\$20.30
Total COR:	\$679.26

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By: _____

Dated: 1/8/2016

Haselden Construction
6000 E. 2nd Ave., Suite 1002
Casper, WY 82609
(307) 234-9771
www.haselden.com



February 12, 2016

Andrew Colling
City of Casper
200 N. David Street
Casper, WY 82601

Reference: XPCI 016 – Wood Ceiling

Dear Andrew,

Haselden Construction has installed the wood ceiling in the Playroom for the Casper Rec Center project for the lump sum credit of Three Thousand Dollars (-\$3,000.00).

~~In addition to the credit noted above we also agreed to provide the finish for the columns above 8'-0" that was not clearly specified on the drawings in the Weights and Fitness rooms for Zero Dollars (\$0) and 9 working days extension on the substantial completion date. This brings the Substantial Completion date to January 28th 2016.~~

We again formally apologize for the inexcusable actions of our subcontractor in ordering a disapproved ceiling for the project. Haselden had no intentions of this happening nor were we aware of the situation prior to my calling for the installation instructions for QA purposes. We too find this situation inexcusable and are grateful for your clemency in accepting the ceiling that has now been installed.

Sincerely,

HASELDEN CONSTRUCTION

Kirk Coppinger
Project Manager

paragraph no.2 above shall be stricken. Detail 9/A4.1 clearly indicates the condition of the column surrounds in question. If the contractor was unclear about this condition, then their only option during the bid process was to assume that this condition extended the full height of the column surrounds or submit an RFI requesting clarification or additional information. Haselden did not submit RFI. At this point, the Owner can assume Haselden included the cost of providing the rubber wainscoting for the full height of the column surrounds. During the January 8, 2016 quality control walk-through meeting, Haselden inquired to confirm that the rubber wainscoting indicated in detail 9/A4.1 was to be installed from floor to ceiling. GSG informed Haselden that the wainscoting could be installed from the floor to 8'-0" a.f.f. to match the perimeter wall condition and that gypsum board could be installed from 8'-0" af.f. to ceiling height. No extension in contract time is warranted for providing finishes on the column surround because finish material for the column surrounds were not unknown scope of work. ~~The enforceable substantial completion date will remain January 15, 2016 (GSG / SMC 2/12/16).~~ strikethru added 2/23/16 by SMC

RESOLUTION NO. 16-74

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 WITH HASELDEN WYOMING CONSTRUCTORS, LLC, FOR A PRICE INCREASE AS PART OF THE RECREATION CENTER FACILITY UPGRADES PROJECT.

WHEREAS, the City of Casper desires to alter the scope of work for the Recreation Center Facility Upgrades, Project No. 14-51; and,

WHEREAS, Haselden Wyoming Constructors, LLC, is able and willing to provide those services, specified as Change Order No. 3 to the agreement for the Recreation Center Facility Upgrades, Project No. 14-51, and further described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute a contract extension to the Agreement with Haselden Wyoming Constructors, LLC, for altering the scope of work related to the Recreation Center Facility Upgrades Project, for a contract price increase in the amount of Twenty-Five Thousand One Hundred Nine and 30/100 Dollars (\$25,109.30).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, for a total revised contract amount of One Million Four Hundred Six Thousand Three Hundred Ninety-Two and 80/100 Dollars (\$1,406,392.80).

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

February 22, 2016

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: Contract for Professional Services with WWC Engineering
"K" Street Improvements, Project No. 15-51

Recommendation:

That Council, by resolution, authorize a contract for professional services with WWC Engineering, for design services for the "K" Street Improvements, Project No. 14-68, in the amount of \$180,000.

Summary:

The "K" Street corridor, from North Center Street to Bryan Stock Trail, is approximately 1.4 miles in length. This road has 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 the corridor while also impeding proper drainage in the area. The undersized and deteriorated cast iron water main and vitrified clay sanitary sewer main pipes in sections of this corridor have been subject to many breaks and are in need of replacement. Storm sewer catch basins, ADA accessible ramps, sidewalks and curb and gutter throughout this corridor do not comply with current City of Casper standards, indicating poor pedestrian infrastructure and walkability.

To address these issues, design of the "K" Street improvements includes the following improvements in areas throughout the corridor: realignment of a short section of the street to create better pedestrian connectivity; a mill and overlay asphalt surface; replacement of the cast iron water main pipe; installation of storm sewer catch basins and storm sewer lead piping; storm water drainage evaluation from North Elma Street to Bryan Stock Trail; installation of traffic striping, stop bars, crosswalk bars and crosswalk signage, with ADA accessible ramps, at intersections throughout the project area; miscellaneous repairs to sidewalk, curb and gutter and curbside. WWC Engineering demonstrated the highest level of expertise in street and infrastructure improvements and was selected to provide the design services.

In January 2016, a Mineral Royalties Grant (MRG) was obtained from the Wyoming State and Loan Investment Board. The MRG will fund \$633,110 toward the construction of the "K" Street improvements. Stipulations of the MRG include completion of construction in phases and a 50% match in funds granted.

Funding will be from a Mineral Royalties Grant, Water Fund Reserves allocated in FY17 to water repairs, Sewer Fund Reserves allocated in FY16 to sanitary sewer repairs and Optional 1%#15 Sales Tax funds allocated to Arterial and Collector Street Improvements.

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 _____, 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. WWC Engineering, 5810 East 2nd Street, Suite 200, Casper, Wyoming, 82609 (“Contractor”).

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

RECITALS

- A. The City is undertaking the K Street Improvements Project.
- B. The project requires professional services for design of the following infrastructure improvements at the following locations on K Street from North Center Street to Bryan Stock Trail.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

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

- A. The work as described in Exhibit “A” - page 1 of 2 and page 2 of 2, which is attached and hereby made part of this Agreement.
- B. The design of the replacement and installation of sidewalk/curbwalk and ADA ramps for improved drainage and walkability. All recommendations from the Casper Trails, Path and Bikeway Plan, dated December 30, 2013, shall be implemented in the design.

- C. The design of the replacement of the old cast iron pipe water mains, to include the replacement of valves and fire hydrants. This includes replacement of existing 6-inch cast iron with 8-inch ductile iron from North Durbin Street to North Beech Street and from North Grant Street to North Melrose Street.
- D. The design of the replacement sanitary sewer mains as well as manholes. In particular, vitrified clay pipe (VCP) sewer mains shall be upgraded to PVC. This includes design of the replacement of the 15-inch VCP and associated manholes from the alley between North Durbin Street and North Beech Street to the alley between North Kimball Street and North Park Street. This also includes the design of the replacement of the 8-inch VCP and associated manholes between the alley mid-block of North Jefferson Street/St. Mary Street and mid-block of North Elma Street/North Melrose Street (this also includes design of the replacement the 10-inch VCP between manholes NC-2490 and NC-2485).
- E. The design of the replacement of Storm Sewer lead piping, catch basins and manholes. This also includes an evaluation of the Storm Sewer and hydrology in the areas from St. John Street to North Elma and North Melrose Street to Bryan Stock Trail, which currently have no Storm Sewer Mains along K Street. All recommendations from the most recent Storm Water Master Plan, dated March 15, 2013, shall be implemented in the design.
- F. The design of the replacement of curb and gutter, street asphalt surfacing and striping/crosswalks.
- G. The design of the realignment of K Street and elimination of parking.
- H. Design Phase.
 - 1. The Consultant shall meet with City representatives to discuss proposed project configuration and layout.
 - 2. The Consultant shall conduct field surveys to collect topographic data, existing utilities, and surface elevations for the purpose of providing an appropriate alignment and to establish grades needed to provide positive drainage throughout the corridor.
 - 3. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections, right-of-way and utility plans, and all details necessary for construction, and other details necessary to insure safe passage for the public.

4. The Consultant shall prepare final drawings on a computer aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2015 release or earlier. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as "Bid Set" approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD file associated to the project. The project will be designed and presented to the City of Casper utilizing the United States National CAD Standards.
5. The Consultant shall prepare a project cost estimate when preliminary plans are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design or one hundred percent (100%).
6. Consultant shall provide the City Engineering Office four (4) copies of the preliminary construction drawings and project manuals to be reviewed by City Staff at fifty percent (50%) and ninety (90%) and to conduct review meetings involving city staff to go over all comments at each phase.
7. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to obtain a permit to construct the improvements. It is anticipated that a minimal amount of Geotech Investigation must be conducted in order to obtain a permit to construct from DEQ. The following is a sample of the geotech request that the City has accomplished in the past for waterline work permitting:

Provide a cost proposal to drill one boring per block. On blocks that are on the length of 600 feet or more, provide two borings per block. Each boring shall be conducted to a minimum depth of 10 ft. The borings shall be drilled to obtain information on the subsurface profile including existing roadway sections, to obtain samples for laboratory testing and to estimate the groundwater level and depth to bedrock if encountered. Consultant must obtain one street cut permit and one traffic control permit. Have the soil samples preliminarily screened for VOC's and hydrocarbon staining. If VOC's or hydrocarbon staining is observed, Consultant to perform headspace analyses on those samples. Provide a geotechnical engineer to visually classify samples obtained in the field and conduct laboratory testing to determine the physical and engineering properties of the on-site soils and bedrock. Incorporate the following laboratory testing to be completed: Natural Moisture Content (D2216), Particle Size Analysis (D422),

Minus No. 200 Sieve (D1140), Atterberg Limits (D4318), and pH and Minimum Resistivity (only on soils that exhibit VOC or hydrocarbon staining). Provide three (3) copies of a summary report of the data obtained from the field exploration and laboratory testing and present any conclusions and recommendations.

I. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Project.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.
 - b. Bid Schedule to accompany the Owner's Bid Form.
 - c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review. After front end documents are review by the Owner, Consultant shall incorporate any changes into the Project Manual.
 - d. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

J. Final Bidding Documents.

1. The Consultant shall provide the City Engineering Office four (4) sets of Bidding Documents at the completion of the design. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.

2. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the roadway and necessary details (utility details, sidewalk details and street details) related to this project, and as follows:
 - a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultant's registration stamp, date and signature.
 - b. Typical Section of the roadway with dimensions and stationing.
 - c. Right-of-Way & Utility Plan indicating clearance of right-of-way and plan and profiles of all utilities to be replaced or modified.
 - d. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.
 - e. Drainage Details showing size and location of drainage features if necessary.
 - f. Corridor Amenities details showing location and orientation, necessary for construction including: concrete sidewalk, curb and gutter, ADA ramps, etc.
3. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in AUTOCAD (DXF and be compatible with AUTOCAD Version 2015 release or earlier) and PDF format, and the project manual in WORD and PDF format labeled "BIDDING DOCUMENTS 'K' STREET IMPROVEMENTS PROJECT."

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 16th day of September, 2016.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum of One Hundred Eighty Thousand Dollars (\$180,000.00).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

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

6. EXTENT OF CONTRACT:

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

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

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

APPROVED AS TO FORM:



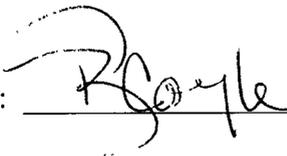
ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
Clerk

Daniel Sandoval
Mayor

WITNESS

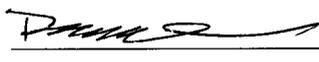
By: 

Printed Name: B.andy Coyle

Title: Admin. Asst.

CONTRACTOR

WWC Engineering
5810 East 2nd Street, Suite 200
Casper, Wyoming 82609

By: 

Printed Name: DARRIN TROMBLE

Title: BRANCH MANAGER

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW:

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

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

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

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

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

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

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

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

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



5810 East 2nd, Ste.200 • Casper, WY 82609 • (307) 473-2707
Fax (307) 237-0828 • E-mail: infocsp@wwcengineering.com

January 14, 2016

Jason Knopp
City Engineer
200 North David
Casper, Wyoming 82601

Dear Jason:

WCC Engineering is excited to have been selected to aid you in the design of the K Street Improvements Project. We are pleased to provide you with the following fee proposal revision to provide design services for the K Street Improvements Project. This fee proposal includes the anticipated work to design the project as delineated in the revised and original RFP, obtain a WDEQ-WQD permit to construct, and produce one master set of plans with a project manual. These plans and project manual will serve as the basis for each construction phase. We anticipate minor design efforts necessary to create temporary tie-ins to existing roadway and utility elements along with phase-specific project manuals in the future that will be determined when the construction limits of each phase are delineated. The fees to design these tie-ins, produce phase-specific project manuals, and to perform construction administration services will be provided for each construction phase when the timeframes and limits of those phases become clear. We have a lot of ideas for design concepts that will be incorporated into the project and specific approaches we will take in solving the complex project problems. We look forward to working with you to improve the K Street corridor!

Thank you again for your consideration.

Respectfully,

A handwritten signature in black ink, appearing to read "Darrin Tromble".

Darrin Tromble, PE
Branch Manager
WWC Engineering

Proposed Fee Schedule City of Casper K STREET IMPROVEMENTS WWC Engineering January	Total HRS	Total Labor Cost	Sub- Consultants	Total Expense Cost	Total Labor & Expenses
1. <u>Design Phase</u> A) Survey B) Geotechnical Investigation C) ROW Research and Verification D) Utility Improvements Design E) Drainage Evaluation and Improvements F) Roadway Design G) Pedestrian & Bicycle Improvement Design H) Prepare Plans and Specifications I) Plan Reviews, Revisions and Prepare Final Plans J) WDEQ Permitting K) Public Involvement & Meetings DESIGN DAYS:	1592 356 20 88 192 164 232 80 192 156 56 56 199.0	\$159,568 \$35,776 \$2,120 \$9,488 \$20,400 \$16,624 \$24,272 \$8,800 \$16,608 \$13,936 \$5,288 \$6,256	\$15,000 \$15,000	\$5,250 \$5,250	\$179,818

Note: Hourly rates used for calculation of labor costs are shown on the attached 2016 Schedule of Charges \$ 179,818

Total Design Fee Upset Amount: \$180,000.00

Signed: _____ Date: _____

Title: _____

RESOLUTION NO. 16-75

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING, FOR PROFESSIONAL SERVICES FOR THE K STREET IMPROVEMENTS PROJECT.

WHEREAS, the City of Casper desires to enter into a professional services agreement with WWC Engineering, for design services for the K Street Improvements, Project No. 15-51; and,

WHEREAS, WWC Engineering is able and willing to provide these services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a professional services agreement with WWC Engineering, to provide professional engineering design services for the K Street Improvements, Project No. 15-51.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project as prescribed by the contract, for a total amount not to exceed One Hundred Eighty Thousand Dollars (\$180,000.00).

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

March 2, 2016

MEMO TO: V.H. McDonald, City Manager *AM*
FROM: Tracey L. Belser, Support Services Director *tb*
Linda Carlson, Finance Manager *lc*
Carla Mills-Laatsch, Customer Service Supervisor *cmf*
SUBJECT: Time Extension for Retail Liquor License No. 36

Recommendation:

That Council, by minute action, approve a one year extension for Urban Market Wines, LLC., d.b.a Urban Bottle Wine and Spirits, located at 319 West Midwest Avenue.

Summary:

Retail liquor licenses can be issued for up to two years without being utilized in a functional building housing an operating business. Additionally, upon a showing of good cause by the licensee, the City Council may extend the time period for the business holding the license to become operational. The extension may not exceed one year.

On May 6, 2014, City Council approved the issuance of Retail Liquor License No. 36 to Urban Market Wines, LLC., located at 319 West Midwest. Retail Liquor License No. 36 was issued to this location with the plan of the building being renovated for use with this liquor license. This license cannot be transferred to any other location. The initial two year period expires May 7, 2016. If the extension is approved the license will expire May 7, 2017. Retail Liquor License No. 36, Urban Market Wines, LLC, d.b.a. Urban Bottle, has an attached stipulations and conditions to their Liquor License, put in effect by City Council (see attached). The license holder is requesting an extension due to the delays in renovation of this building. Applicant represents the latest expected date to be open is May 31, 2016.

Once this liquor license becomes activated it will leave a remaining of 3 licenses parked. The remaining parked licenses are Retail Liquor License No. 5, Lucky 95, LLC., Retail Liquor License No. 8, Z-Financial Administration & Management and Retail Liquor License No. 21, Modern Electric.

This action does not require any publications.

**RETAIL LIQUOR LICENSE NO. 36 URBAN MARKET WINES
RESTAURANT LICENSE NO. 11 MIDWEST URBAN DEVELOPMENT**

**CONDITIONS AND RESTRICTIONS
MAY 2014**

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 36 AND RESTAURANT LICENSE NUMBER 11 AND ANY OWNERS 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(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RESCINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. This Retail Liquor License shall be restricted to its use only at 319 West Midwest, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.
2. Additionally, in the event the applicant shall fail, for whatever reason, to acquire a fee simple interest in the adjacent property, as described in the Real Estate Purchase Agreement between the applicant and the City of Casper, within two (2) years of the date of Purchase Agreement, the City shall have the absolute right to revoke Retail Liquor License No. 36 at the end of this two (2) year purchase period. The applicant understands, and agrees to the City's right to revoke this Retail Liquor License pursuant to this condition, which shall survive the closing of the Purchase Agreement.
3. This Restaurant Liquor License shall be restricted to its use only on Lot 2, OYD No. 2 Subdivision to the City of Casper, Wyoming (the "real property"), 319 West Midwest, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Restaurant Liquor License by the applicant, a subsequent purchaser or lessee of the real property from the applicant, or by operation of law, this Restaurant Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

MIDWEST URBAN DEVELOPMENT, LLC

February 29, 2016

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

Re: Retail Liquor License #36
Urban Market Wines
319 W. Midwest Avenue

Dear Mr. McDonald,

On behalf of our company, Urban Market Wines LLC, I am writing today to formally request an extension to a deadline of May 7th 2016, to have our liquor store, Urban Bottle Wine and Spirits, fully operational.

I recently spoke with Mr. Tom Montoya at the Wyoming State Liquor Commission about our license and he was able to shed some additional light on the subject. His records correspond with the deadline date of May 7th, 2016 to have our liquor license operational. We discussed our construction progress at the building and my concern that it maybe difficult to open the doors by this date and he referenced a state statute that could help with some additional time we may need to complete our project.

As stated in statute #12-4-103 section (iv), I have listed below, reasons of good cause as to why we have a planned, but not a fully functional building within 2 years after our license was issued.

- 1. Contract Negotiations:** After several ideas were explored during the first year since purchasing our building, our team agreed that two spaces would encompass the space. The largest area would be leased to Marco's Coal Fired Pizzeria, (recently re-branded as "Racca's Pizzeria Napoletana") A contract was agreed upon and signed in March 2015. The second space would house Urban Market Wine and Spirits, (dba Urban Bottle).
- 2. Design Issues:** The main construction delay rests with design issues relating to the restaurant space of the building. As you know, the design of a bar area depends upon the type of liquor license held. An original design began with the constraints of a Restaurant Liquor License. Once a Bar and Grill License became available and secured by the restaurant owners, the location of the bar area and design aspects underwent several major changes. Plumbing and electrical designs were hinged to any changes to the bar location.
- 3. Renovation Process:** The logical progression of the entire renovation process was to begin in the restaurant space and move into the liquor store. When we realized delays in the design process would slow down the start of construction in the restaurant, we discussed moving construction to the liquor store space instead. Yet In the long run , we believed costs would be lower and the city would experience fewer disruptions to street closures etc. by continuing with the original plan and adjust construction work accordingly.

Today, plumbers and electricians are finalizing details in the restaurant and have begun rough-in work in the liquor store. The grand opening date scheduled for Racca's is April 27th, 2016.

Urban Bottle Wine and Spirits fully operational:

Earliest expected date: 5/1/16, Latest expected date: 5/31/16.

Mr. McDonald, in order to be fully in compliance with the City of Casper and the rules governing Retail License #36, I trust this letter of explanation shows a willingness and effort on the part of Urban Market Wines to meet the deadline of 5/7/16 for a fully functioning liquor store space.

The request for an extension to this date is our effort to be proactive, in the case of any unforeseeable obstacles that could possibly delay the completion of the project.

Thank you for your consideration on the matter.

Sincerely,



Lynette Boatright

Owner

Midwest Urban Development LLC

cc: Liz Becker
Art Boatright
Lauren Griffith
John Griffith

March 7, 2016

MEMO TO: V.H. McDonald, City Manager
FROM: Tracey Belser, Assistant City Manager ^{sb}
SUBJECT: Annual Financial Interest Disclosure Requirement

Recommendation:

That Council, by minute action, acknowledge the receipt of the Financial Interest Disclosures completed by City Council and City staff.

Summary:

According to Wyoming Statute No. 6-5-118,

- Financial Interest Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings.

A financial interest in any institution dealing with the City's funds can include, but is not limited to: an investment, a checking account, a savings account and ownership of land or building which the financial institution uses to conduct business.

- The statute requires disclosure of a financial interest, but does not indicate that specifics of the interest be disclosed. This means that while a person must state they have an interest, they do not have to say what that interest is. Therefore, if an individual or a person has a checking account in a bank the City does business with, an individual or a person must only indicate an individual interest in the bank, but need not state whether such interest is a checking account or how much is in the account.
- For purposes of this statute, a "pecuniary benefit" is defined as a benefit in the form of property, including benefits in the form of transportation and lodging, but does not include: a) property with a value of less than twenty dollars; b) food or drink or entertainment authorized as a proper deductible expense for income tax purposes under the United States IRS Code up to an amount of one hundred dollars per year; and, c) contributions to a political campaign of a public servant as provided in W.S. 22-25-102.
- As used in this statute, "personal business" means any activity that is not a governmental function. A "government function" is defined as any activity for which a public servant is authorized to undertake on behalf of a government.

All Councilmembers, as well as V. H. McDonald, City Manager; Tracey Belser, Assistant City Manager; Liz Becher, Assistant City Manager; and Linda Carlson, Finance Division Manager were provided a Financial Interest Disclosure Form to complete.

All Financial Interest Disclosure forms have been received.